

**CONSERVATION EASEMENT
BASELINE DOCUMENTATION REPORT
NORTHSHORE, LLC
HARDIN COUNTY, TENNESSEE
12-28-17**



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

BASELINE DOCUMENTATION REPORT

NORTHSHORE, LLC

CONSERVATION EASEMENT

Baseline data for Conservation Easement granted by Northshore, 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 217.61 acres

Location: Hardin County, TN

USGS Quad: Pickwick and Counce

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: Northern Hilly Gulf Coastal Plain (65e) and Transition Hills (65j)

The Northshore, LLC property (henceforth “the Property”) consists of one (1) parcel covering three tracts over approximately 217.61 acres in Hardin County, TN. The Property is a mix of mostly East Gulf Coastal Plain Shortleaf Pine-Oak Forest and Shrub Regeneration in Harvested Forest with, approximately, 1.1 miles of road frontage. There are two streams or stream branches and one pond across the Property. The Tennessee River is to the Property’s south and west. Tennessee State Highway 69 is north of the Property and Boyer Branch is to the east.

The Property is being preserved for the protection of the forested ridges, Prime Agricultural Soils,

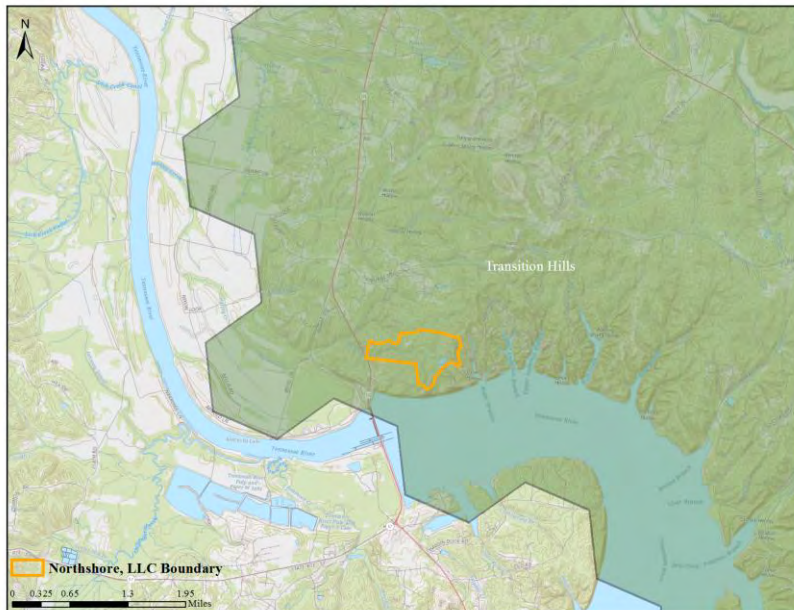


Figure 1. General Property (orange line) and The Nature Conservancy’s (TNC) Ecoregional Priorities (green).

natural forest and grassland 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 attention. The Tennessee State Wildlife Action Plan (SWAP) and The Nature Conservancy’s (TNC) Ecoregional Priorities (TNC, 2016, Figure 1) include the Property in whole or in part.

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.

12-21-17
Date

GRANTOR:

Northshore, LLC

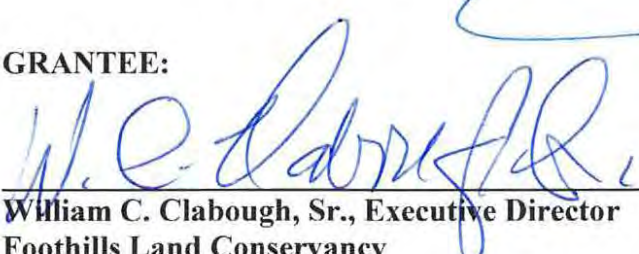
By: Southeastern Conservation Group, LLC
Its: Manager

Southeastern Conservation Group, LLC

By: 

A. Kyle Carney, Manager

GRANTEE:



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

OWNERSHIP INFORMATION

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

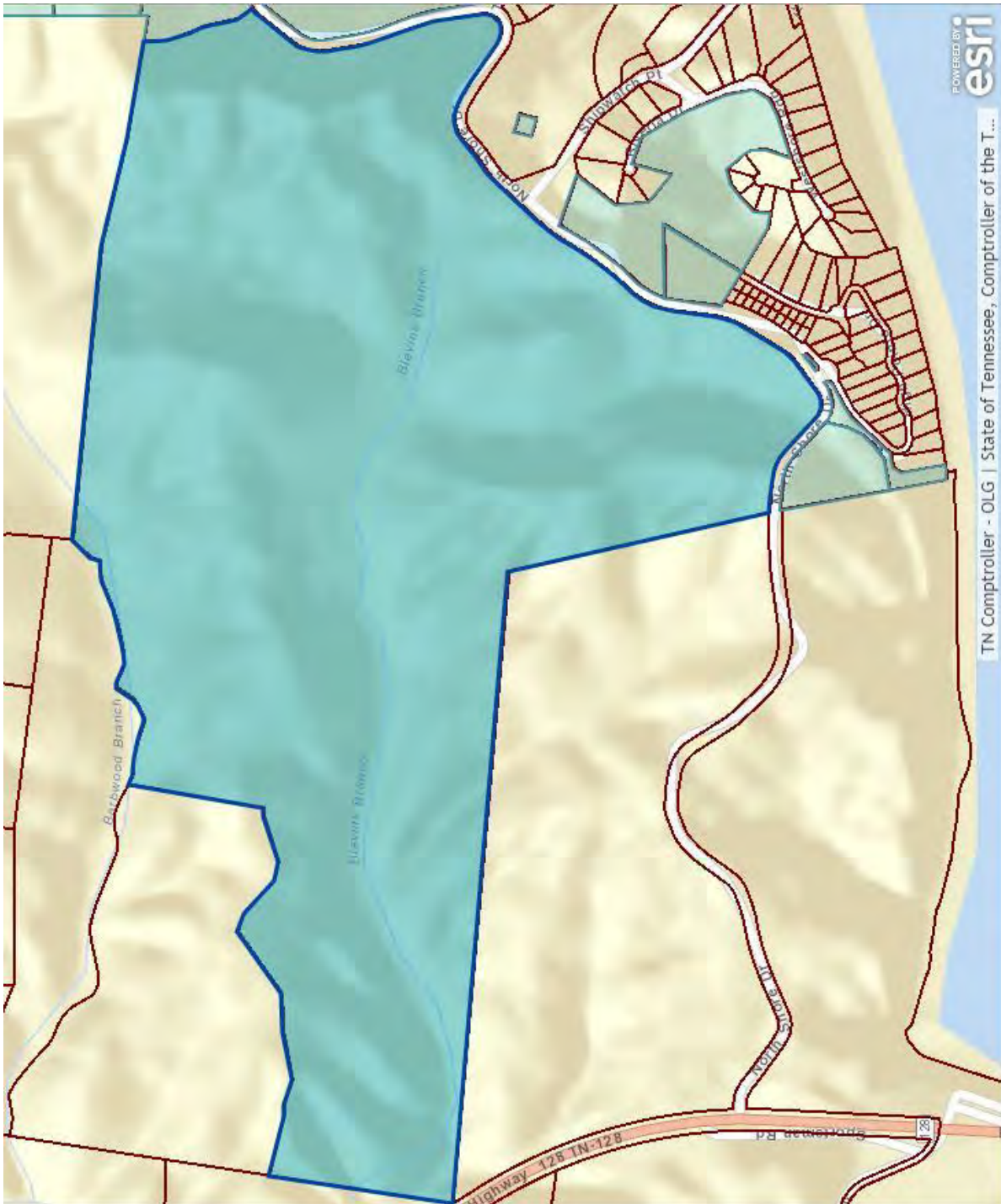
PROPERTY DESCRIPTION

(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 137 012.33



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

County Number: 088

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: RWP PROPERTIES 60 BRAZELTON ST U-9 SAVANNAH, TN 38372
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Property Location

Address: NORTHSHORE DR

Map: 137 Grp: Ctr Map: 137 Parcel: 012.33 Pt: Sft: 000

Value Information

Reappraisal Year: 2013

Land Mkt Value:	\$400,500	Land Use Value:	\$65,600
Improvement Value:	\$0	Improvement Value:	\$0
Total Market Appraisal:	\$400,500	Total Use Appraisal:	\$65,600
		Assessment %:	25
		Assessment:	\$16,400

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: Block: Lot:

Additional Description

9-10-00 DB 230/219
 DB 190/306 & 574

Building Information

Extra Features

Sale Information

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
09/11/2009	\$0	501	739			
02/01/2007	\$2,000,000	433	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: 224.00
Land Type: 62 - WOODLAND 2	Soil Class: P	Units: 202.00
Land Type: 23 - NONPRODUCTIVE	Soil Class:	Units: 22.00

PURPOSE AND SUMMARY OF CONSERVATION EASEMENT PROVISIONS

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

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

SIGNIFICANCE OF THE PROPERTY

The Foothills Land Conservancy Corporate Mission

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

Tennessee Agricultural, Forestry and Open Space Resource Preservation Act

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

Tennessee Conservation Easement Act of 1981

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

**FOOTHILLS LAND CONSERVANCY BOARD OF DIRECTORS
RESOLUTION ACCEPTING CONSERVATION EASEMENT**

Date: 12/14/17

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



Mudge 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

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

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

Call to Order

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

Committee as a Whole - Land Protection Committee

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

Approval	Date	Project	County	State	Acreage	New House sites	Scenic	Nat Res	Open Space	Agric
FINAL	12/14/2017	North Shore/Pickwick	Hardin	TN	427.68	2	✓	✓	✓	✓

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

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

Land Protection Committee

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

RECITALS
from NORTSHORE, LLC
CONSERVATION EASEMENT
(from CE as of (12-21-17))

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

WHEREAS, Grantor is the owner in fee simple of approximately Two Hundred Seventeen and 61/100 (217.61) calculated 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, and wildlife for the enjoyment of future generations; and

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

WHEREAS, the Property has a moderate diversity of vegetation with 84 observed plant species, including 32 trees, nine shrubs, and 43 additional herb species observed. Preserving these communities contributes to diversity in valued wildlife and ecosystem health, and overall ecological resilience during fluctuating conditions; 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 Southeastern Mixed Forest on the Property is considered by the World Wildlife Fund (“WWF”) as ranking 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 Tennessee Wildlife Resources Agency’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, eleven species of birds were observed on the Property. Other species are likely to be found during periods of breeding and migration, including 12 birds of conservation concern; and

WHEREAS, white-tailed deer (*Odocoileus virginianus*) were observed using the Property, and the burrows of another animal were found in one of the protected bowls on the Property; and

WHEREAS, areas on the Property are considered to be both resilient and 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, becoming natural strongholds for diversity; and

WHEREAS, the Property is within the Tennessee Wildlife Resource Agency 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 Blevins and Barbwood Branches; and

WHEREAS, water on the Property is varied, abundant, and of good quality, encompassing creeks, springs, depressions, ponds, 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 3/4 mile road frontage along both Northshore Drive and Highway 128, and its location across the Lake from Pickwick Landing State Park and Inn, 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; and

WHEREAS, 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; the Property merits preservation through a conservation easement as it will support continued tourism in the region; and

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

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

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

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

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

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

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

(b) Protection of a relatively natural habitat for fish, wildlife, plants, and the ecosystems in which they function;

(c) Preservation of open space for the scenic enjoyment of the general public, pursuant to a clearly delineated government conservation policy which provides significant public benefit from both open space (including farm land and forest land) and agricultural use; and

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

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

LEGAL CONDITION

DEED OF CONSERVATION EASEMENT WITH PROPERTY DESCRIPTION

(See Exhibit A)

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

CONSERVATION VALUES

The conservation values that make the Northshore, LLC property unique are described below and are detailed in the recitals (the “Whereas” statements) in the Conservation Easement. All field data was gathered on the site visits made on 12/06 and 12/07/2017 by Meredith Clebsch, Land Director, and Matthew Moore, Conservation Assistant.

LANDSCAPE AND CONSERVATION CONTEXT

The Property is in a prominent and ecologically important landscape. It lies within the Southeastern USA Plains in the Southeastern Plains physiographic province in the Northern Hilly Gulf Coastal Plain (65e) and Transition Hills (65j) ecoregions (Figure 2). The general forest type for the region is Southeastern Mixed Forests which is included in the Southeastern Coniferous and Broadleaf Forest (WWF, 2017a). This forest type is considered by the World Wildlife Fund (WWF) to “rank 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” (WWF, 2017b). With this region being one of the more heavily settled, habitat losses are ubiquitous across the landscape and the WWF lists the status of this ecoregion as Critically Endangered (WWF, 2017b). “99 percent of this habitat has now been converted to agriculture or other uses, or is highly degraded,” and though many of the farms were abandoned after World War II, forests did not reestablish because much of the land was converted from farmland to pine plantations (WWF, 2017b). The areas in this ecoregion that still harbor intact habitat are fragmented and in poor condition. Despite this, 3600 native species of herbs and shrubs have been recorded in this area, the highest in North America (WWF, 2017a). The area is also known for having one of the highest gastropod diversities in the North America and one of the richest freshwater ecosystems in areas of more temperate climates. This illustrates the value of preserving large tracts of remnant forests and areas proximal to and that funnel into water features.

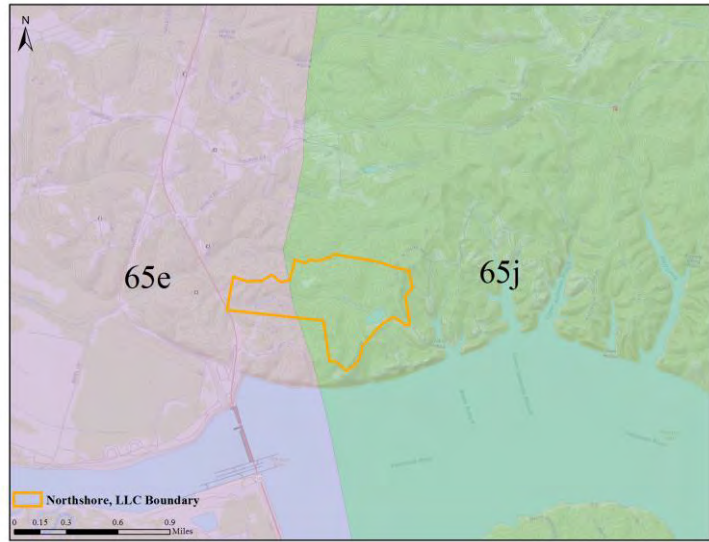


Figure 2. Type IV Ecoregions of the Property and surrounding area: (65e) Northern Hilly Gulf Coastal Plain, and (65j) Transition Hills.

The forests are secondary or tertiary growth, dominated in the least recently timbered areas by various oak species (*Quercus sp.*), tulip poplar (*Liriodendron tulipifera*), and sweetgum (*Liquidambar styraciflua*). There was a higher occurrence of loblolly pine (*Pinus taeda*) in older harvested areas and shortleaf pine (*Pinus echinata*) in the more recently cleared lands adjacent the manmade pond. Two land cover types account for the majority of the Property: the East Gulf Coastal Plain Shortleaf Pine-Oak Forest covering areas immediately around the pond and to some degree on neighboring ridges of the Property, and the Harvested Forest Shrub Regeneration found to dominate most of the interior of the Property. Other minor forest type components include the East Gulf Coastal Plain Northern Mesic Hardwood Forest, Disturbed/Successional-Shrub Regeneration, and Harvested Forest-Grass/Forb

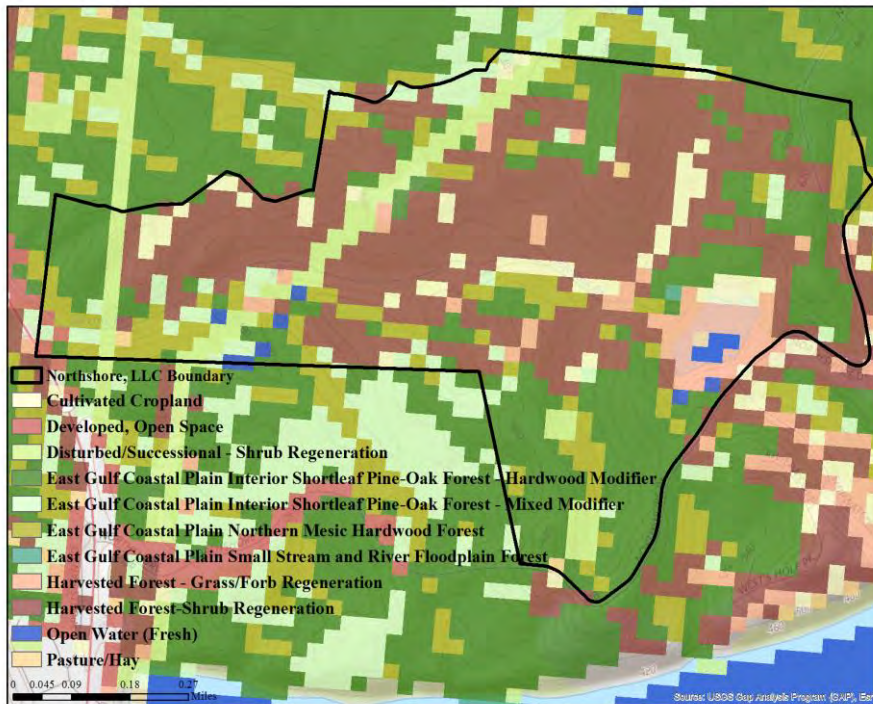


Figure 3. Land Gap Analysis of the Property.

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, 2017a).

The Harvested Forest Shrub Regeneration tends to contain shrubby species in areas that have previously been logged and the composition varies based on site characteristics and species that were in the logged area prior to harvest and species in close proximity. This describes the Property’s historical forest well but the forest is now more of a mature forest with near harvest-aged pine. The East Gulf Coastal Plain Northern Mesic Hardwood Forest “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, 2017b). The habitat found on the Northshore, LLC Property matched these descriptions well.

During our site visits, the FLC team determined the plant life to be moderately diverse with a total of 84 plant species recorded. Of the 84 plants, 36 of those species were grasses or forbs. 32 tree species were identified, with seven of those species being oaks and four being hickories. Both oak and hickory provide high quality mast for local wildlife. 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.

Regeneration (Figure 3). 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

The diverse landscape, consisting of steep slopes with exposed rock outcrops, forested slopes with rich wetlands, lowlands, and drains, and large swaths of mature pine, across a broad soil spectrum provides numerous unique, varied 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 white-tailed deer (*Odocoileus virginianus*), gray squirrel (*Sciurus carolinensis*), and the scat of a third, possibly a coyote, being most prominent. Kinglet (*Regulus sp.*), chickadees (*Poecile sp.*), swamp sparrows (*Melospiza georgiana*) and several other bird species, for a total of 11 species of birds, were heard or seen during the survey of the Property. Other species are likely to be found during breeding and migration seasons.

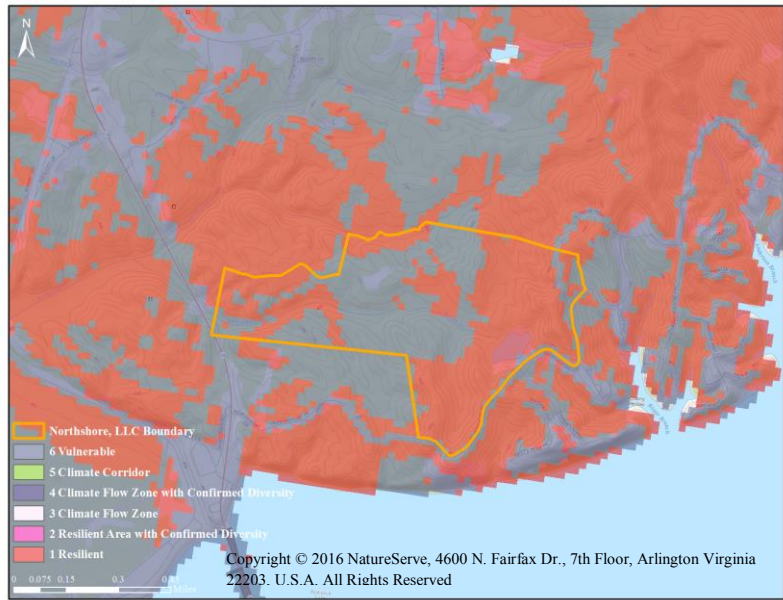


Figure 4. Property within an area of both resilience and vulnerability in The Nature Conservancy report on Resilient and Connected Landscapes for Terrestrial Conservation.

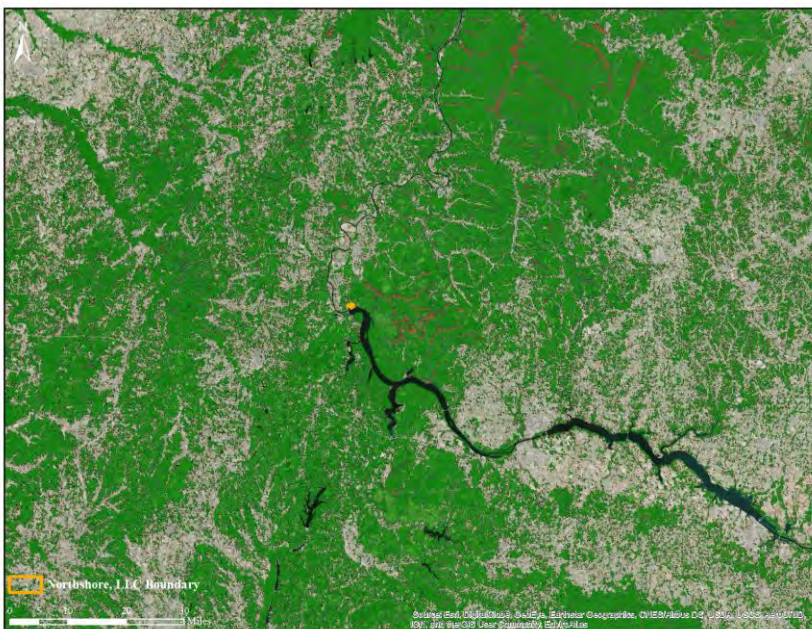


Figure 5. MSPA analysis of green infrastructure connectivity indicating a good degree of connectivity (green) on, and surrounding, the Property (orange).

could benefit from the protection of the Property including bald eagle (*Haliaeetus leucocephalus*), golden eagle (*Aquila chrysaetos*), eastern whip-poor-will (*Antrostomus vociferus*), LeConte’s sparrow (*Ammodramus leconteii*), lesser yellowlegs (*Tringa flavipes*), prothonotary warbler (*Protonotaria*

citrea), and red-headed woodpecker (*Melanerpes erythrocephalus*) to name a few (U.S. Fish & Wildlife Service, 2017). It is likely that several species of dragonflies, skippers, and butterflies would be observed on the Property in spring and summer. Wild hogs are known from the area but no clear sign was observed.

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 both resilient and vulnerable in The Nature Conservancy report on Resilient and Connected Landscapes for Terrestrial Conservation (Figure 4). 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 animals and plants in a changing climate illustrates the necessity of preferentially protecting these lands and how if preserved, these areas can act as a refuge for flora and fauna through what is expected to be an extended and unpredictable change in climate. This adds to its potential overall habitat value and ecological importance.



Figure 6. TWRA 2017 Draft Land Acquisition Plan highlighting natural vegetation areas that score as High or Very High Priority.

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 5). As is typical for the landscape in this region, silviculture and agriculture have resulted in a highly divided green infrastructure network, placing greater emphasis on preservation and management. The MSPA shows the fragmentation occurring in the areas surrounding the Property and the pressure placed on the remaining habitat to provide services to a more concentrated wildlife population.

Located in these areas of green connectivity and climate resilience, most of the forested Property falls within an area of land acquisition priority set forth in the Tennessee Wildlife Resource Agency (TWRA) 2017 Draft Land Acquisition Plan (Figure 6). 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, 2017a). The Property lies within The Nature Conservancy’s (TNC) Transition Hills Ecoregional Priority area (Figure 1). 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, 2017c). 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 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 the Blevins and Barbwood Branches (TWRA, 2015, Figure 7). 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, ponds, and wetlands (See Map Section -Wetlands Map). There are at least two streams or stream branches across the property, including Blevins and Barbwood Branches. 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 (TDEC, 2017b). The reason for the Kentucky Reservoir status was dissolved oxygen levels outside acceptable levels, while Pickwick Reservoir had Total Phosphorous levels that were not within established boundaries for fully supporting water bodies. 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 decreasing 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 maintain, and hopefully improve, the water quality of this river system which is well-known for its recreational uses, and residential and scenic values (TWRA, 2015). With a trend towards greater demand on fewer resources, maintaining the quality of lands with, or that drain into, water features is increasingly important. The easement will help maintain water quality for the Lower Tennessee and Middle Tennessee watersheds, both critical watersheds for freshwater species (NatureServe, 2017d)

With natural forestland, shrub regeneration, maintained herbaceous/forb regeneration in powerline right-of-ways, and ample water features, the Northshore, 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. Riparian corridors are especially important natural features within, and proximal to, the Property and the lands adjacent these corridors are deserving of extra protection.

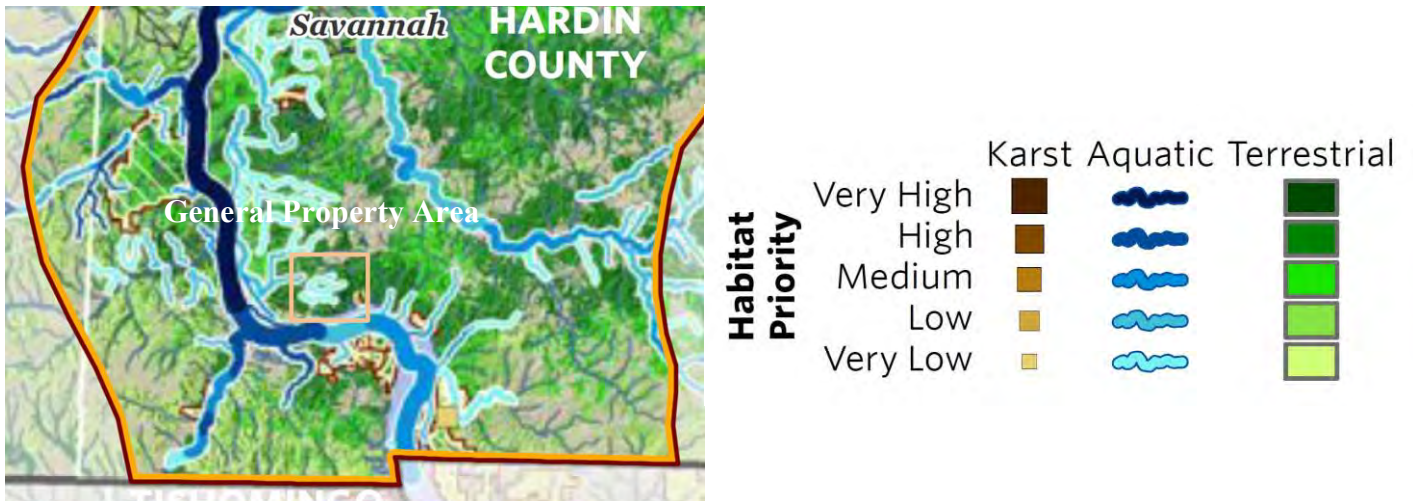


Figure 7. Tennessee State Wildlife Action Plan (TN SWAP) Tennessee River Conservation Opportunity Area with Terrestrial and Aquatic Priority Habitats located within the Property.

The Property’s several ridges adjacent the Tennessee River makes it highly desirable for potential development. With its scenic views of the river, the Property would be ripe for dense housing built on top of the ridges to exploit those views or down lower exploiting the picturesque setting along the 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 right 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 ponds and stream branches are not cleared for dense, lake-adjacent homes, but also protects the Prime Agricultural Soils, the relatively natural wildlife habitat, and the numerous water features.

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). 5 easements held by the Land Trust for Tennessee totaling 773.3 acres are within 20 miles of the Property, and 4702.3 acres in four other Foothills Land Conservancy easements are within approximately 50 miles. Adding conservation protections to the Property to preserve the forested ridges, Prime Agricultural Soils, natural forest and grassland habitat, 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. All wetlands are additionally protected as Conservation Management Areas by the Conservation Easement.

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 Highway 128, and the area between the ridges and the road, any streams, wetlands, or other water

bodies, and their high water areas, and any roads immediately bordering the Property and a 100 foot buffer around them. Reserved rights are described in the Conservation Easement.

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 provides 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 with the river as the resource or backdrop of the activity (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 forest-lands, several varied open space water features, and prime agriculture soils, will help to maintain water quality of the Mud Creek and Dry Creek watersheds for scenic and recreational purposes. The pond, relatively natural forests, open space forest regeneration, and portions of the forested ridges are visible to travelers along Northshore Drive, Tennessee 128, and from both reservoirs 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

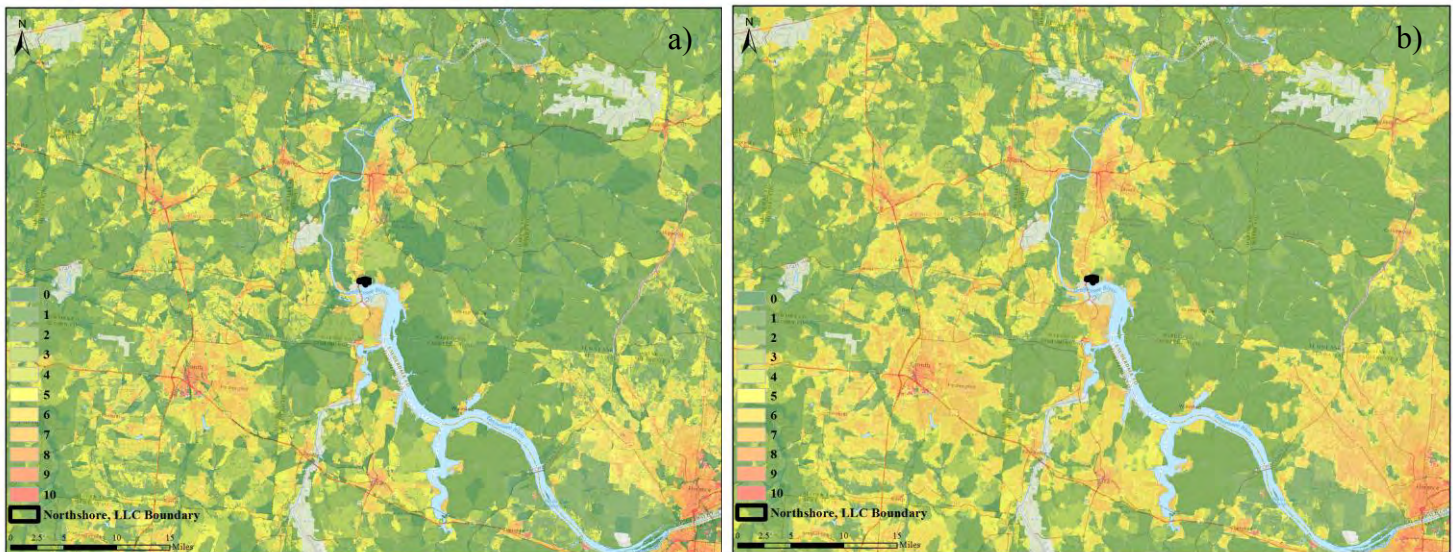


Figure 8. 2000 (a) and projected 2030 (b) housing densities in and around the Property. Scale represents decreasing lot size per housing unit from green to red (0-10). Property represented by a black boundary line.

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 forest regeneration in an area with high development potential and little remaining natural habitat, and also 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 many insect species.

Putting permanency to the Property's preservation through this conservation easement is consistent with the local and state governments' goals for the region. As a representative part of the sparsely developed landscape in the region, 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 landscape for pleasure and recreation. There is a clear trend of development along the lakefront and in the surrounding area (Theobald, 2008, Figure 8a & 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 cooperation 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 clean air, water, and land, wildlife, 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. A couple 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. In the northeast corner is Coffee Sand with fine-grained sand and light-gray clay. Closest to the reservoir and encompassing a very small section of the Property furthest to the South 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 channery residuum from limestone and shale; stratified loamy and/or sandy alluvium; loamy alluvium; loess or silty alluvium over alluvium, or clay from sedimentary rock; stratified clayey and/or loamy marine deposits; loamy alluvium and/or colluvium from limestone, sandstone, and shale; and gravelly alluvium and/or marine deposits. Soils on the Property are numerous and varied but tend to be Waynesboro loams, Shubuta loams, and Ruston fine sandy loams. The Prime Agricultural Soils are Falaya loam that is stratified loamy and/or sandy alluvium, Mantachie fine sandy loam of two to six percent slopes with occasionally flooded 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, and some are found within the powerline right-of-way. 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 entirely due to erosion potential

LAND USE INFORMATION

Historically, the Property has primarily been used for timbering, but there is no evidence of any logging within the past 20 years, however, a large pond was created approximately 10 years ago removing the timber in the immediate area. 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. 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. An approximately 4 acre pond is situated along Northshore drive on the southeast Property boundary. A dirt road circles the pond and runs from the middle of the west bank of the pond northwest into the woods and across the powerline right-of-way, as well as north and south along the right-of-way. Northshore drive runs along the east and a portion of the southern boundary of the Property. The owners reserve the right to build two houses in sites approved by Foothills and noted on the House Site Map in the Map Section. For the full extent of current anthropogenic features, see Anthropogenic Features Map in the Map Section.

In summary, the presence of the forested ridges, Prime Agricultural Soils, natural forest and open space grassland habitat, and the water resources 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 and, therefore, is 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 continue to preserve our open spaces and waterways. Protecting the conservation values present on the Property will therefore 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 Pickwick boundaries the following rare species have been previously observed.

Type	Scientific Name	Common Name	Global Rank	St. Rank	Fed. Prot.	St. Prot.	Habitat
Vertebrate Animal	<i>Carpoides 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>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.
Vascular Plant	<i>Lysimachia fraseri</i>	Fraser's Loosestrife	G3	S2	--	E	Dry Open Woods
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.
Vascular Plant	<i>Silene ovata</i>	Ovate Catchfly	G3	S2	--	E	Open Oak Woods

Within four miles of the boundaries the following additional rare species have been previously observed:

Type	Scientific Name	Common Name	Global Rank	St. Rank	Fed. Prot.	St. Prot.	Habitat
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.

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.
Animal Assemblage	Heron rookery	Heron Rookery	G5	SNR	--	Rare, Not State Listed	<Null>
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>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.
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.
Vascular Plant	<i>Salvia azurea var. grandiflora</i>	Blue Sage	G4G5T4?	S3	--	S	Barrens

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.
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OBSERVED SPECIES LIST by Meredith Clebsch, and Matthew Moore, during site visits 12/06 – 12/07/2017 (plants after Weakley, 2015)

Plants		
Genus	Species	Common Name
<i>Acer</i>	<i>rubrum</i>	Red Maple
<i>Andropogon</i>	<i>glomeratus</i>	Bushy Bluestem
<i>Andropogon</i>	<i>gyrans</i>	Elliot's Bluestem
<i>Andropogon</i>	<i>ternarius</i>	Splitbeard Bluestem
<i>Andropogon</i>	<i>virginicus</i>	Broomsedge Bluestem
<i>Antennaria</i>	<i>plantaginifolia</i>	Pussytoes
<i>Aplectrum</i>	<i>hyemale</i>	Puttyroot
<i>Asplenium</i>	<i>platyneuron</i>	Ebony Spleenwort
<i>Baccharis</i>	<i>halimifolia</i>	Eastern Baccharis
<i>Bignonia</i>	<i>capreolata</i>	Crossvine
<i>Callicarpa</i>	<i>americana</i>	Beautyberry
<i>Carpinus</i>	<i>caroliniana</i>	Ironwood (American Hornbeam)
<i>Carya</i>	<i>glabra</i>	Pignut Hickory
<i>Carya</i>	<i>ovata</i>	Common Shagbark Hickory
<i>Carya</i>	<i>pallida</i>	Sand Hickory
<i>Carya</i>	<i>tomentosa</i>	Mockernut Hickory
<i>Cercis</i>	<i>canadensis</i>	Redbud
<i>Chasmanthium</i>	<i>latifolium</i>	Riveroats
<i>Chasmanthium</i>	<i>laxum</i>	Slender Spikegrass
<i>Chimaphila</i>	<i>maculata</i>	Pipsissewa
<i>Coreopsis</i>	<i>major</i>	Whorled Coreopsis
<i>Cornus</i>	<i>florida</i>	Flowering Dogwood
<i>Decumaria</i>	<i>barbara</i>	Climbing Hydrangea
<i>Dichanthelium</i>	<i>sp.</i>	Panic Grass
<i>Elephantopus</i>	<i>tomentosus</i>	Common Elephant's-foot
<i>Epifagus</i>	<i>virginiana</i>	Beechdrops
<i>Erianthus</i>	<i>giganteus</i>	Giant Plume Grass
<i>Euonymus</i>	<i>americanus</i>	Strawberry Bush
<i>Eupatorium</i>	<i>capillifolium</i>	Common Dog-fennel
<i>Eupatorium</i>	<i>perfoliatum</i>	Boneset
<i>Eutrochium</i>	<i>fistulosum</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>Helianthus</i>	<i>angustifolius</i>	Swamp Sunflower
<i>Heuchera</i>	<i>americana</i>	American Alumroot

<i>Hydrangea</i>	<i>arborescens</i>	Smooth Hydrangea
<i>Hydrangea</i>	<i>quercifolia</i>	Oakleaf Hydrangea
<i>Ilex</i>	<i>opaca</i>	American Holly
<i>Juniperus</i>	<i>virginiana</i>	Red Cedar
<i>Ligustrum</i>	<i>sinense</i>	Chinese Privet
<i>Liquidambar</i>	<i>styraciflua</i>	Sweet Gum
<i>Liriodendron</i>	<i>tulipifera</i>	Tulip Poplar
<i>Lonicera</i>	<i>japonica</i>	Japanese Honeysuckle
<i>Luzula</i>	<i>sp.</i>	Wood-rush
<i>Monotropa</i>	<i>sp.</i>	Pinesap
<i>Ostrya</i>	<i>virginiana</i>	Hop Hornbeam
<i>Oxydendrum</i>	<i>arboreum</i>	Sourwood
<i>Pachysandra</i>	<i>procumbens</i>	Mountain Pachysandra
<i>Packera</i>	<i>anonyma</i>	Small's Ragwort
<i>Paulownia</i>	<i>tomentosa</i>	Princess Tree
<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>Pleopeltis</i>	<i>polypodioides var. michauxiana</i>	Resurrection Fern
<i>Polystichum</i>	<i>acrostichoides</i>	Christmas Fern
<i>Prunus</i>	<i>serotina</i>	Black Cherry
<i>Pteridium</i>	<i>aquilinum</i>	Bracken Fern
<i>Pycnanthemum</i>	<i>sp.</i>	Mountain Mint
<i>Quercus</i>	<i>alba</i>	White Oak
<i>Quercus</i>	<i>falcata</i>	Southern Red Oak
<i>Quercus</i>	<i>montana</i>	Chestnut Oak
<i>Quercus</i>	<i>muehlenbergii</i>	Chinquapin 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>glabra</i>	Smooth Sumac
<i>Sceptridium</i>	<i>dissectum</i>	Dissected Grape Fern
<i>Schizachyrium</i>	<i>scoparium</i>	Little Bluestem
<i>Scirpus</i>	<i>sp.</i>	Bulrush
<i>Scutellaria</i>	<i>sp.</i>	Skullcap
<i>Smilax</i>	<i>bona-nox</i>	Catbrier
<i>Smilax</i>	<i>rotundifolia</i>	Common Greenbrier
<i>Solidago</i>	<i>caesia</i>	Bluestem Goldenrod
<i>Solidago</i>	<i>nemoralis</i>	Gray-stem Goldenrod
<i>Solidago</i>	<i>speciosa var. speciosa</i>	Showy Goldenrod

<i>Styrax</i>	<i>grandifolius</i>	Bigleaf Snowbell
<i>Ulmus</i>	<i>alata</i>	Winged Elm
<i>Ulmus</i>	<i>rubra</i>	Red Elm
<i>Vaccinium</i>	<i>arboreum</i>	Farkleberry
<i>Vaccinium</i>	<i>corymbosum</i>	Highbush Blueberry
<i>Viburnum</i>	<i>acerifolium</i>	Mapleleaf Viburnum
<i>Viburnum</i>	<i>rufidulum</i>	Rusty Black Haw

Birds	
Scientific Name	Common Name
<i>Regulus sp.</i>	Kinglet sp.
<i>Corvus brachyrhynchos</i>	American Crow
<i>Melospiza georgiana</i>	Swamp Sparrow
<i>Dryocopus pileatus</i>	Pileated Woodpecker
<i>Picoides pubescens</i>	Downy Woodpecker
<i>Melanerpes carolinus</i>	Red-bellied Woodpecker
<i>Sitta carolinensis</i>	White-Breasted Nuthatch
<i>Poecile sp.</i>	Chicakdees
<i>Thryothorus ludovicianus</i>	Carolina Wren
<i>Charadrius vociferus</i>	Killdeer
<i>Cyanocitta cristata</i>	Blue Jay

Other	
Scientific Name	Common Name
<i>Odocoileus virginianus</i>	White-tailed Deer
<i>Sciurus carolinensis</i>	Gray Squirrel

Other Insects	
Scientific Name	Common Name
<i>Solenopsis sp.</i>	Fire Ants

ARCHAEOLOGY REPORT

TN DIVISION OF ARCHAEOLOGY LETTER ON ARCHAEOLOGY DATABASE

From: TDOA SiteFile <TDOA.SiteFile@tn.gov> Sent: Mon 12/4/2017 1:09 PM
To: Matt Moore
Cc:
Subject: RE: Archaeology Report Request

Message 40KN186.pdf (165 KB)

Good afternoon,


Doyle:

Pickwick:

There are no recorded archaeological sites within this project area. Again, this area has not been surveyed to determine presence or absence of archaeological resources. There are 17 recorded archaeological sites within a mile of this project area. The majority of these sites are within the inundated reservoir. If there are unrecorded archaeological sites within your project area they are likely to be along the ridge tops or on any terraces along the Blevins Branch.

Let me know if there is any additional information you need.

Kind regards,
Satin

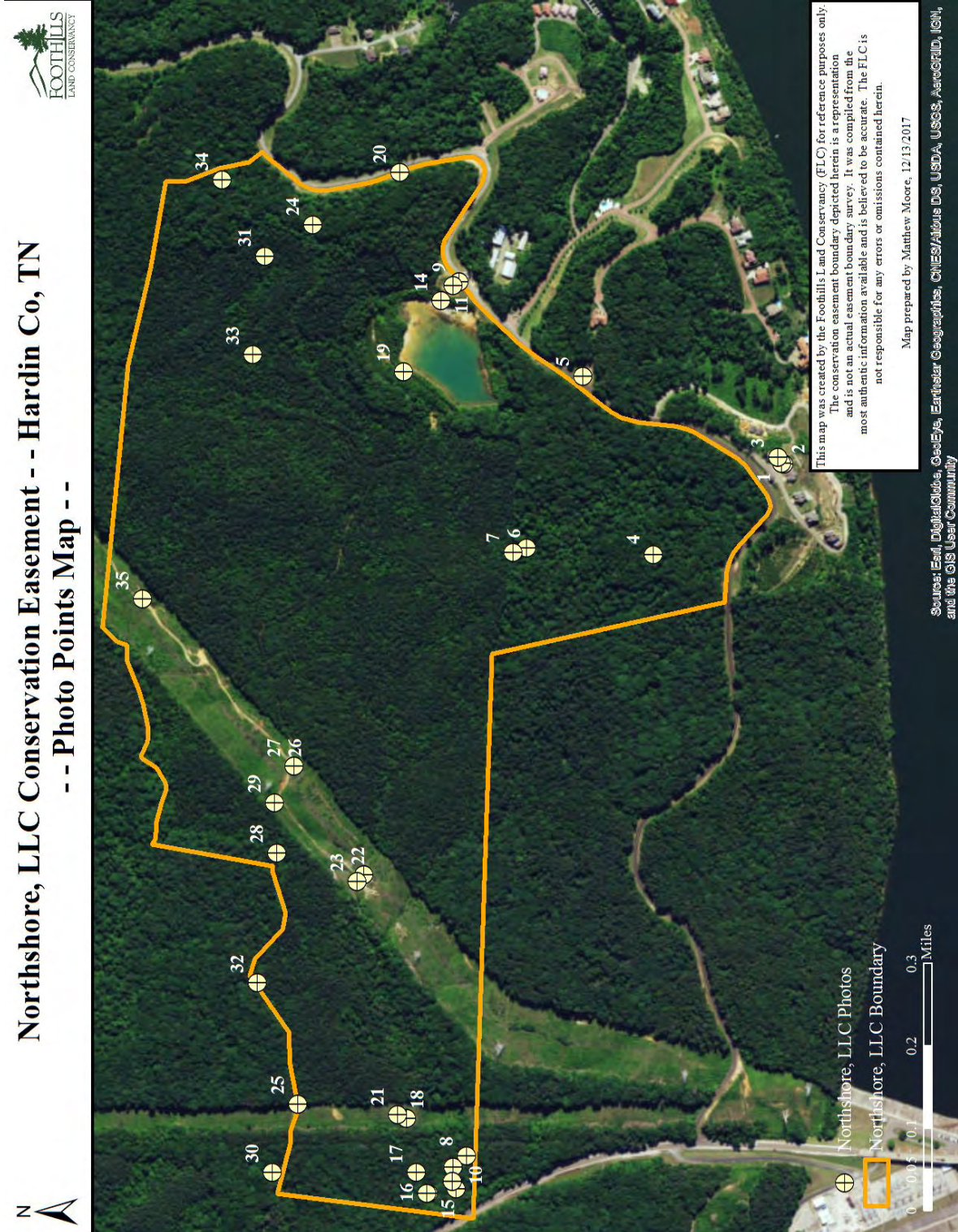
 **Department of
Environment &
Conservation**

Satin B. Platt | Site File Curator
Tennessee Division of Archaeology
1216 Foster Avenue
Cole Building #3

PHOTOGRAPHS OF CURRENT SITE CONDITIONS

From site visits on 12/06 and 12/07/2017 (see table below)

PHOTO POINT MAP



KEY TO PHOTOGRAPHS

Comment	Original	Description	Lat	Lon	Time Stamp	Date Stamp	Author
1	20171207_091231.jpg	Pickwick Lake and Pickwick Landing State Park across street from Property	35.07459778	-88.23919178	8:12:12 AM	12/7/2017	MMoore
2	20171207_090912.jpg	Brick wall and house in recent housing development	35.07463228	-88.23917958	8:09:11 AM	12/7/2017	MMoore
3	20171207_090933.jpg	Brick wall and house in recent housing development	35.07468208	-88.23907769	8:09:30 AM	12/7/2017	MMoore
4	20171207_074740.jpg	View of adjacent ridge from Property	35.07646886	-88.24077881	6:47:38 AM	12/7/2017	MMoore
5	20171207_090246.jpg	Plot for sale across Northshore Dr. from Property	35.0774825	-88.23766019	8:02:42 AM	12/7/2017	MMoore
6	20171207_075752.jpg	Pine plantation on Property	35.07829039	-88.24067056	6:57:49 AM	12/7/2017	MMoore
7	20171207_075611.jpg	Washed out drain	35.07847603	-88.24074294	6:56:09 AM	12/7/2017	MMoore
8	20171206_153355.jpg	Blevins Branch on west side of Property	35.07914386	-88.25131275	2:33:37 PM	12/6/2017	MMoore
9	20171206_143251.jpg	Deer track on Property	35.07925594	-88.23600367	1:32:48 PM	12/6/2017	MMoore
10	20171206_154306.jpg	Highway Right-of-Way marker	35.07930125	-88.25189619	2:42:46 PM	12/6/2017	MMoore
11	20171206_142751.jpg	Dirt road and forest off powerline right-of-way	35.07933764	-88.23607225	1:27:48 PM	12/6/2017	MMoore
12	20171206_153856.jpg	Mountain pachysandra (Pachysandra procumbens)	35.07934525	-88.25150942	2:38:56 PM	12/6/2017	MMoore
13	20171206_154116.jpg	Drain near Highway 128	35.07935597	-88.25176186	2:41:18 PM	12/6/2017	MMoore
14	20171206_142856.jpg	Area surrounding manmade pond	35.07951125	-88.23633714	1:28:54 PM	12/6/2017	MMoore
15	20171206_154804.jpg	Pinesap (Monotropa sp.)	35.07969867	-88.25196814	2:48:05 PM	12/6/2017	MMoore
16	20171206_154641.jpg	TVA property corner	35.07971753	-88.25197256	2:46:33 PM	12/6/2017	MMoore
17	20171206_155256.jpg	Pool in Blevins Branch	35.07986303	-88.25160483	2:52:44 PM	12/6/2017	MMoore
18	20171206_152718.jpg	View across Blevins Branch of steep slope in powerline right-of-way	35.08000144	-88.25065442	2:27:18 PM	12/6/2017	MMoore
19	20171206_144732.jpg	Manmade pond on Property	35.08004911	-88.237578	1:47:28 PM	12/6/2017	MMoore
20	20171207_085316.jpg	Powerpole of Northshore Drive on Property	35.080059	-88.23187	7:53:14 AM	12/7/2017	MMoore
21	20171206_155908.jpg	Bird nest in sweetgum (Liquidambar styraciflua) in powerline right-of-way	35.08013942	-88.25059461	2:59:07 PM	12/6/2017	MMoore
22	20171206_160532.jpg	Rocky roadway in powerline right-of-way	35.08062433	-88.24638764	3:05:28 PM	12/6/2017	MMoore
23	20171206_160510.jpg	Blevins Branch	35.08071389	-88.24650494	3:05:07 PM	12/6/2017	MMoore
24	20171207_083301.jpg	View of Pickwick Lake and surrounding from east side of Property	35.08135233	-88.23500617	7:32:58 AM	12/7/2017	MMoore
25	20171206_151956.jpg	Powerline right-of-way with wide bulldozed road	35.08156722	-88.25040603	2:19:49 PM	12/6/2017	MMoore
26	20171206_145846.jpg	Scat with persimmon seeds	35.08161314	-88.24448725	1:58:45 PM	12/6/2017	MMoore
27	20171206_145855.jpg	View along powerlines	35.08161314	-88.24448725	1:58:45 PM	12/6/2017	MMoore
28	20171206_151637.jpg	Property corner	35.08186144	-88.24600344	2:16:32 PM	12/6/2017	MMoore
29	20171206_150255.jpg	High voltage powerline tower	35.08189628	-88.24512453	2:02:45 PM	12/6/2017	MMoore
30	20171206_152122.jpg	Property corner	35.08192814	-88.25160131	2:21:19 PM	12/6/2017	MMoore
31	20171207_082955.jpg	Small bowl on Property with lots of burrows	35.08203717	-88.23555258	7:29:54 AM	12/7/2017	MMoore
32	20171206_151839.jpg	Area on Property where adjacent property timber harvest waste was left	35.08214772	-88.24827717	2:18:24 PM	12/6/2017	MMoore
33	20171207_082522.jpg	Low area with many coppiced hardwoods	35.08220489	-88.23727114	7:25:21 AM	12/7/2017	MMoore
34	20171207_084521.jpg	Bowl near Northshore Dr.	35.082645	-88.233703	7:45:21 AM	12/7/2017	MMoore
35	20171206_162015.jpg	Powerlines and dirt road near Property border	35.08379022	-88.24155833	3:20:14 PM	12/6/2017	MMoore

PHOTOGRAPHS

Northshore, LLC 20171207_091231.jpg MMoore
1 Pickwick Lake and Pickwick Landing State Park across street from



W 88° 14' 21.09"
N 35° 04' 28.55"

12/7/2017
8:12:12 AM

Northshore, LLC 20171207_090912.jpg MMoore
2 Brick wall and house in recent housing development



W 88° 14' 21.05"
N 35° 04' 28.68"

12/7/2017
8:09:11 AM

Northshore, LLC
3

20171207_090933.jpg

MMoore

Brick wall and house in recent housing development



W 88° 14' 20.68"
N 35° 04' 28.86"

12/7/2017
8:09:30 AM \

Northshore, LLC
4

20171207_074740.jpg

MMoore

View of adjacent ridge from Property



W 88° 14' 26.80"
N 35° 04' 35.29"

12/7/2017
6:47:38 AM

Northshore, LLC
5 Plot for sale across Northshore Dr. from Property

20171207_090246.jpg

MMoore



W 88° 14' 15.58"
N 35° 04' 38.94"

12/7/2017
8:02:42 AM

Northshore, LLC
6 Pine plantation on Property

20171207_075752.jpg

MMoore



W 88° 14' 26.41"
N 35° 04' 41.85"

12/7/2017
6:57:49 AM

Northshore, LLC
7

20171207_075611.jpg
Washed out drain

MMoore



W 88° 14' 26.67"
N 35° 04' 42.51"

12/7/2017
6:56:09 AM

Northshore, LLC
8

20171206_153355.jpg
Blevins Branch on west side of Property

MMoore



W 88° 15' 04.73"
N 35° 04' 44.92"

12/6/2017
2:33:37 PM

Northshore, LLC
9

20171206_143251.jpg
Deer track on Property

MMoore



W 88° 14' 09.61"
N 35° 04' 45.32"

12/6/2017
1:32:48 PM

Northshore, LLC
10

20171206_154306.jpg
Highway Right-of-Way marker

MMoore



W 88° 15' 06.83"
N 35° 04' 45.48"

12/6/2017
2:42:46 PM

Northshore, LLC 20171206_142751.jpg
11 Dirt road and forest off powerline right-of-way

MMoore



W 88° 14' 09.86"
N 35° 04' 45.62"

12/6/2017
1:27:48 PM

Northshore, LLC 20171206_153856.jpg
12 Mountain pachysandra (*Pachysandra procumbens*)

MMoore



W 88° 15' 05.43"
N 35° 04' 45.64"

12/6/2017
2:38:56 PM

Northshore, LLC
13

20171206_154116.jpg
Drain near Highway 128

MMoore



W 88° 15' 06.34"
N 35° 04' 45.68"

12/6/2017
2:41:18 PM

Northshore, LLC
14

20171206_142856.jpg
Area surrounding manmade pond

MMoore



W 88° 14' 10.81"
N 35° 04' 46.24"

12/6/2017
1:28:54 PM

Northshore, LLC
15

20171206_154804.jpg
Pinesap (Monotropa sp.)

MMoore



W 88° 15' 07.09"
N 35° 04' 46.92"

12/6/2017
2:48:05 PM

Northshore, LLC
16

20171206_154641.jpg
TVA property corner

MMoore



W 88° 15' 07.10"
N 35° 04' 46.98"

12/6/2017
2:46:33 PM

Northshore, LLC
17

20171206_155256.jpg
Pool in Blevins Branch

MMoore



W 88° 15' 05.78"
N 35° 04' 47.51"

12/6/2017
2:52:44 PM

Northshore, LLC

20171206_152718.jpg

MMoore

18View across Blevins Branch of steep slope in powerline right-of-way



W 88° 15' 02.36"
N 35° 04' 48.01"

12/6/2017
2:27:18 PM

Northshore, LLC
19

20171206_144732.jpg
Manmade pond on Property

MMoore



W 88° 14' 15.28"
N 35° 04' 48.18"

12/6/2017
1:47:28 PM

Northshore, LLC
20

20171207_085316.jpg
Powerpole of Northshore Drive on Property

MMoore



W 88° 13' 54.73"
N 35° 04' 48.21"

12/7/2017
7:53:14 AM

Northshore, LLC 20171206_155908.jpg MMoore
2 Bird nest in sweetgum (Liquidambar styraciflua) in powerline right-of-way



W 88° 15' 02.14" 12/6/2017
N 35° 04' 48.50" 2:59:07 PM

Northshore, LLC 20171206_160532.jpg MMoore
22 Rocky roadway in powerline right-of-way



W 88° 14' 47.00" 12/6/2017
N 35° 04' 50.25" 3:05:28 PM

Northshore, LLC
23

20171206_160510.jpg
Blevins Branch

MMoore



W 88° 14' 47.42"
N 35° 04' 50.57"

12/6/2017
3:05:07 PM

Northshore, LLC

20171207_083301.jpg

MMoore

24 View of Pickwick Lake and surrounding from east side of Property



W 88° 14' 06.02"
N 35° 04' 52.87"

12/7/2017
7:32:58 AM

Northshore, LLC
25

20171206_151956.jpg
Powerline right-of-way with wide bulldozed road

MMoore



W 88° 15' 01.46"
N 35° 04' 53.64"

12/6/2017
2:19:49 PM

Northshore, LLC
26

20171206_145846.jpg
Scat with persimmon seeds

MMoore



W 88° 14' 40.15"
N 35° 04' 53.81"

12/6/2017
1:58:45 PM

Northshore, LLC
27

20171206_145855.jpg
View along powerlines

MMoore



W 88° 14' 40.15"
N 35° 04' 53.81"

12/6/2017
1:58:45 PM

Northshore, LLC
28

20171206_151637.jpg
Property corner

MMoore



W 88° 14' 45.61"
N 35° 04' 54.70"

12/6/2017
2:16:32 PM

Northshore, LLC
29

20171206_150255.jpg
High voltage powerline tower

MMoore



W 88° 14' 42.45"
N 35° 04' 54.83"

12/6/2017
2:02:45 PM

Northshore, LLC
30

20171206_152122.jpg
Property corner

MMoore



W 88° 15' 05.76"
N 35° 04' 54.94"

12/6/2017
2:21:19 PM

Northshore, LLC
31

20171207_082955.jpg
Small bowl on Property with lots of burrows

MMoore



W 88° 14' 07.99"
N 35° 04' 55.33"

12/7/2017
7:29:54 AM

Northshore, LLC

20171206_151839.jpg

MMoore

Area on Property where adjacent property timber harvest waste was left



W 88° 14' 53.80"
N 35° 04' 55.73"

12/6/2017
2:18:24 PM

Northshore, LLC 20171207_082522.jpg MMoore
33 Low area with many coppiced hardwoods



W 88° 14' 14.18"
N 35° 04' 55.94"

12/7/2017
7:25:21 AM

Northshore, LLC 20171207_084521.jpg MMoore
34 Bowl near Northshore Dr.



W 88° 14' 01.33"
N 35° 04' 57.52"

12/7/2017
7:45:21 AM



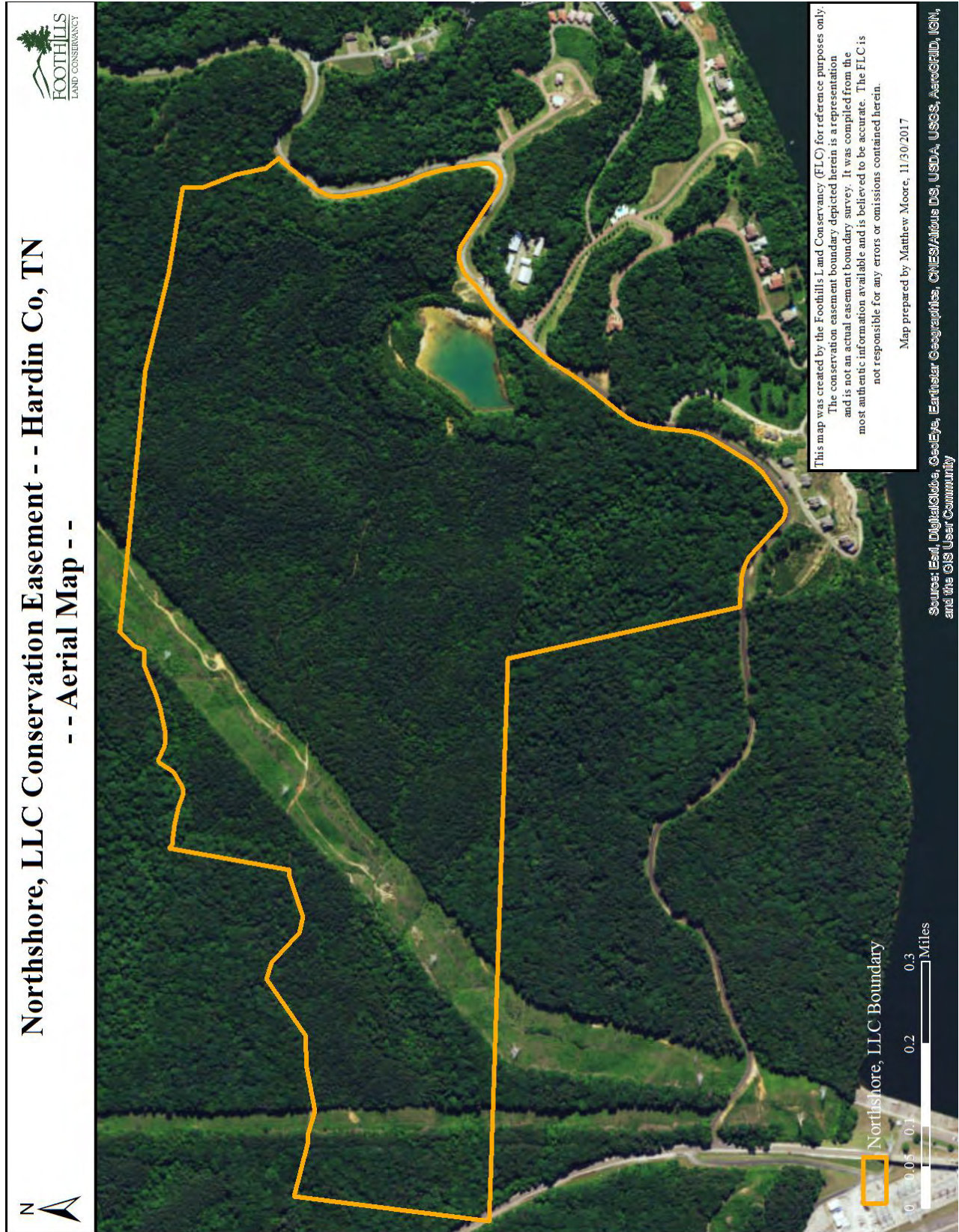
W 88° 14' 29.61"
N 35° 05' 01.64"

12/6/2017
3:20:14 PM

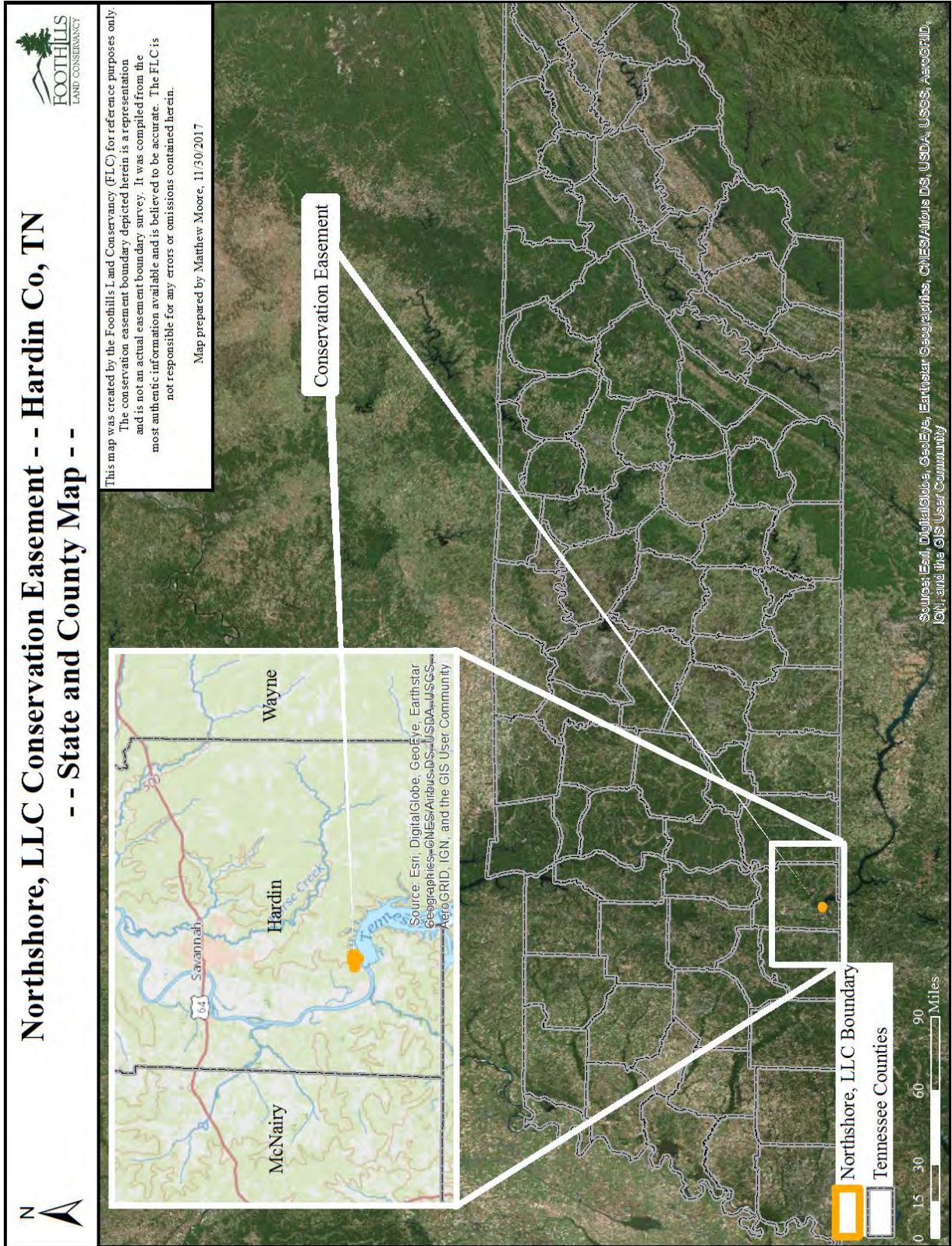
MAPS

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

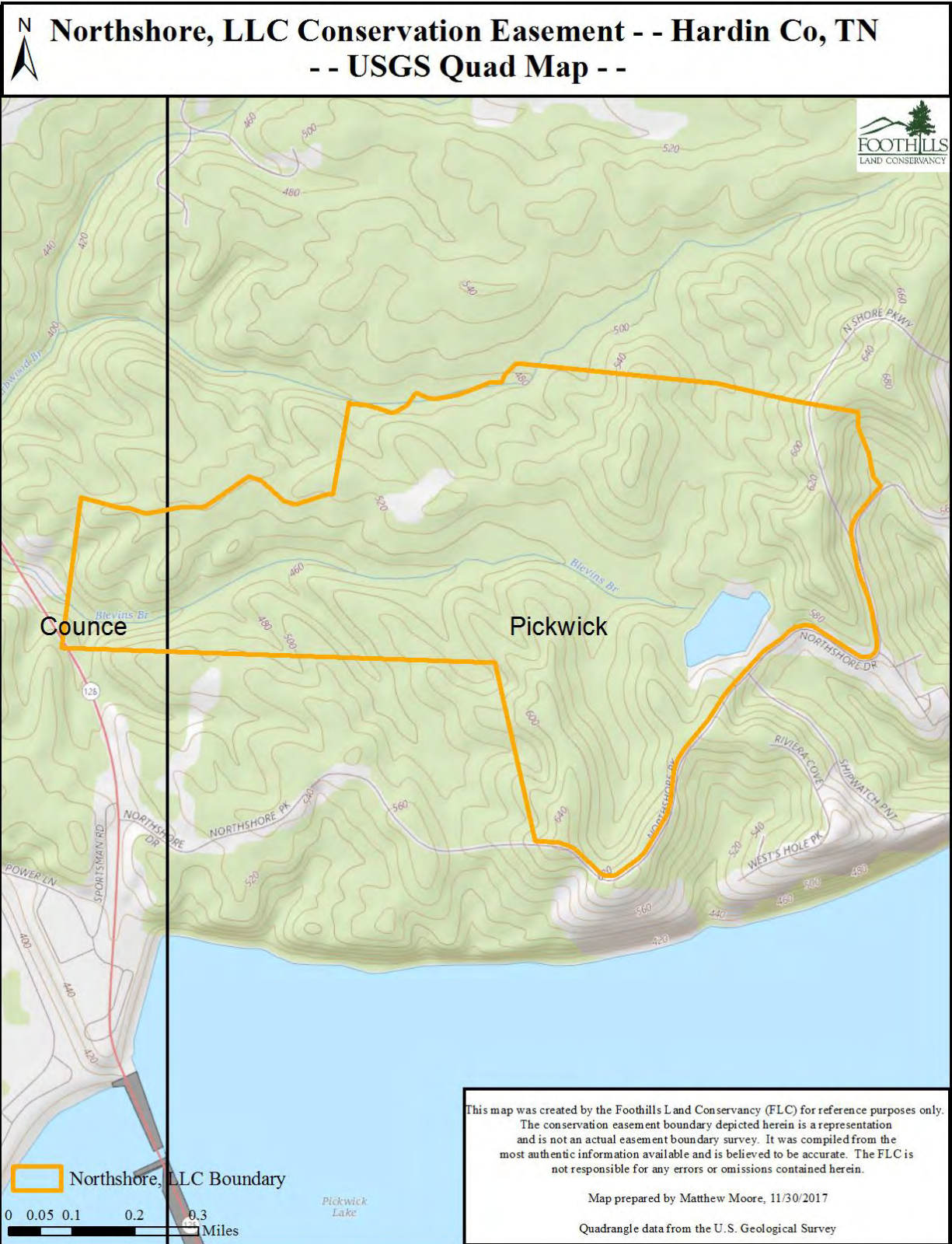
AERIAL PHOTOGRAPH WITH BOUNDARIES



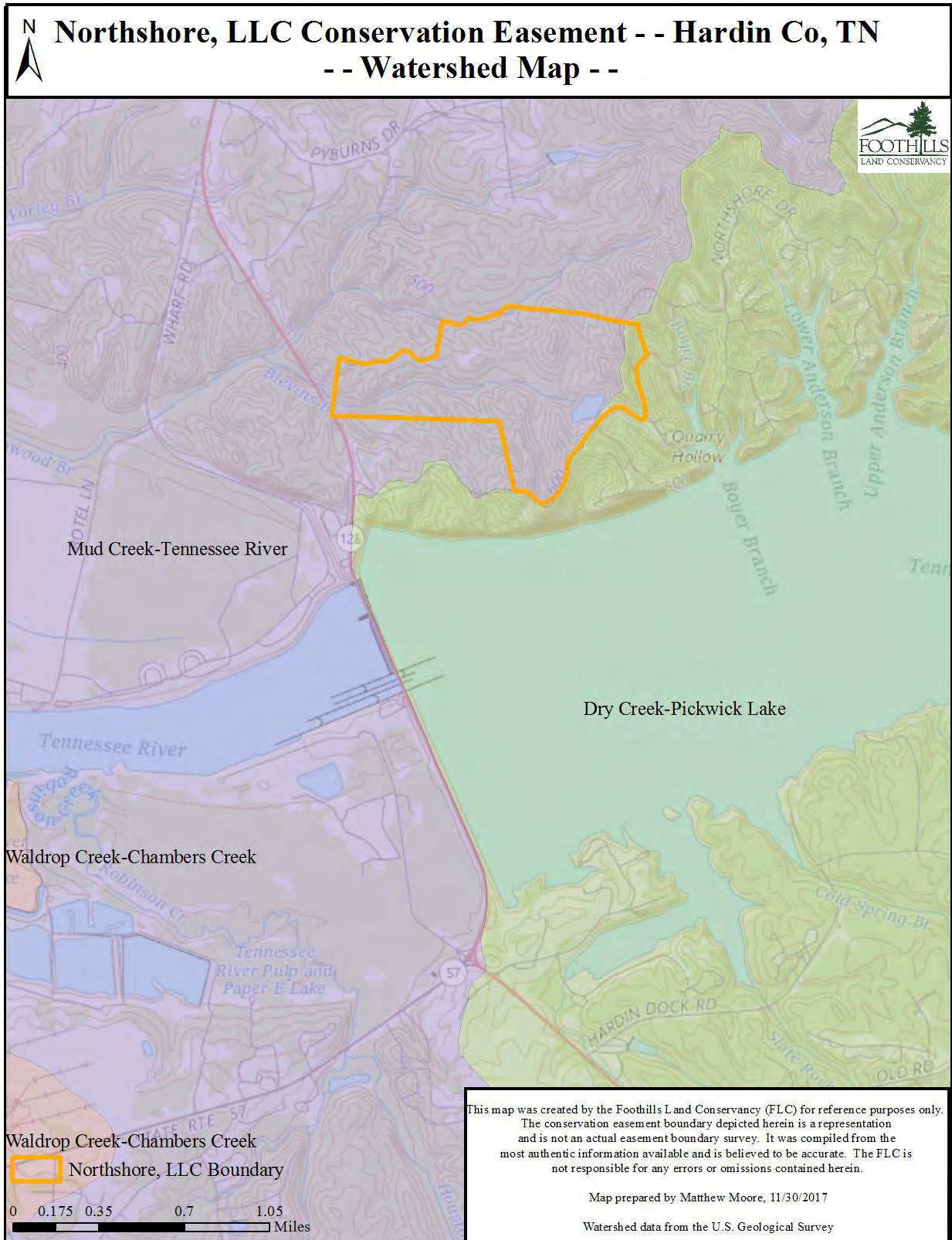
STATE AND COUNTY MAP



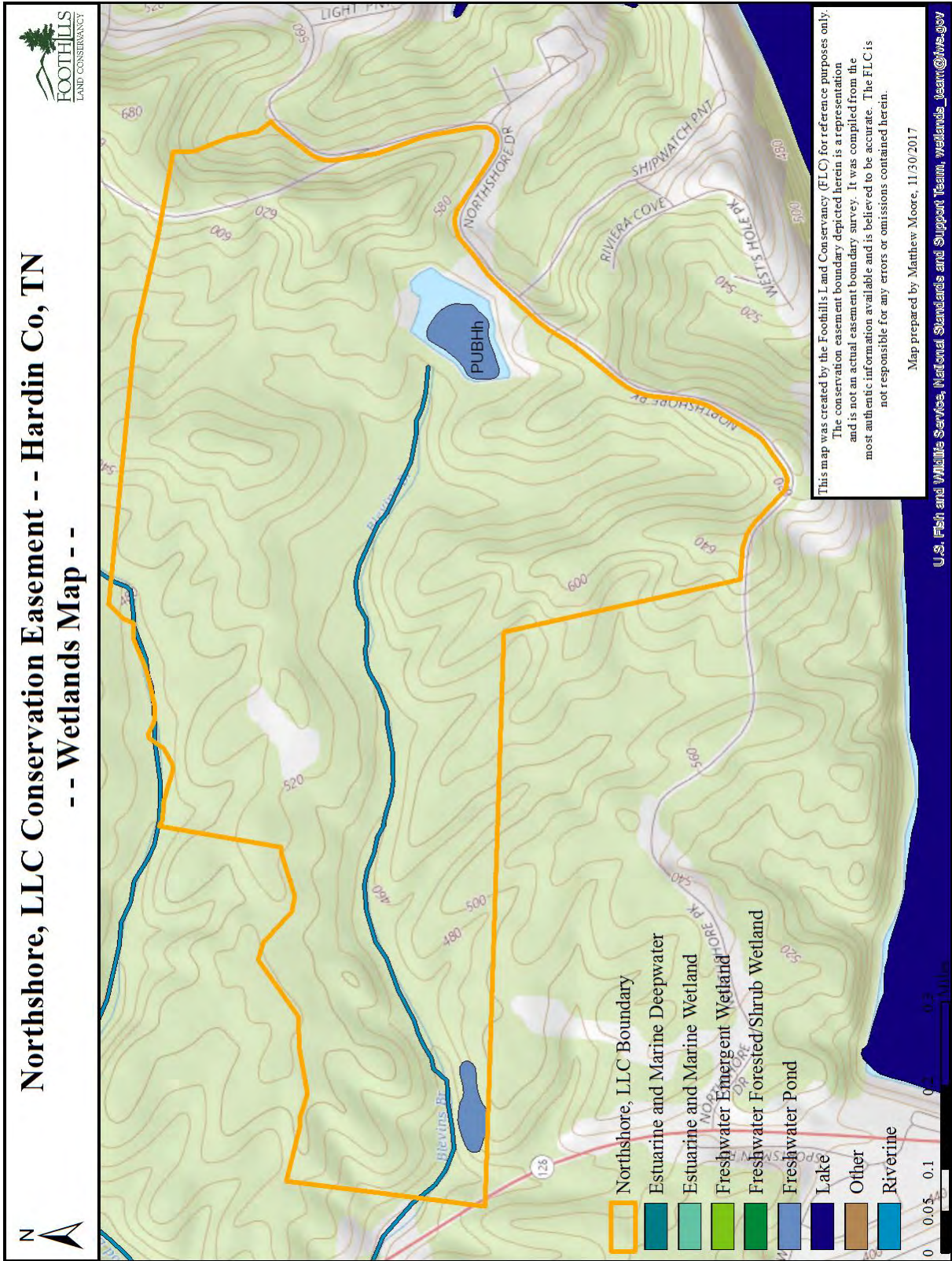
USGS QUADRANGLE MAP



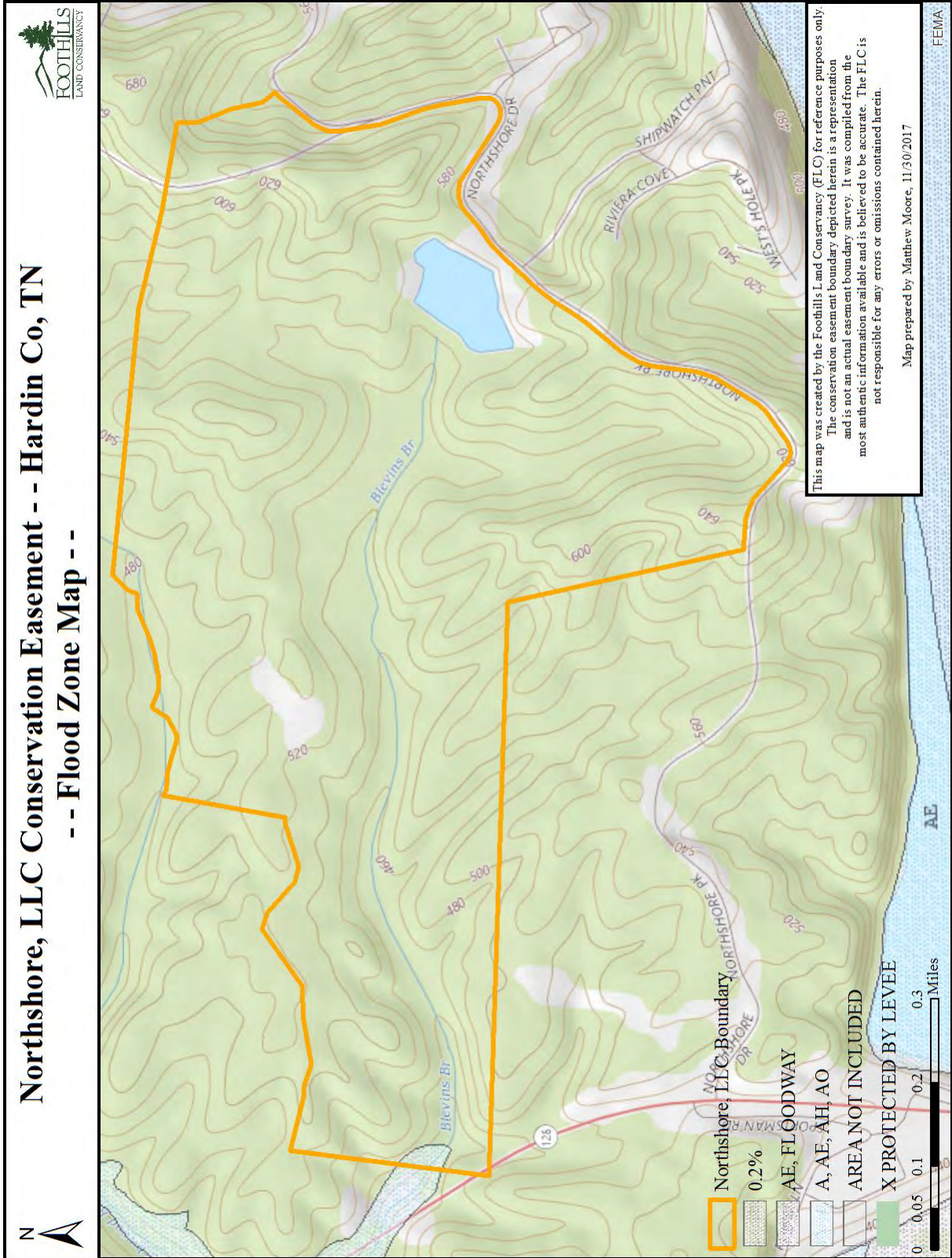
WATERSHED MAP



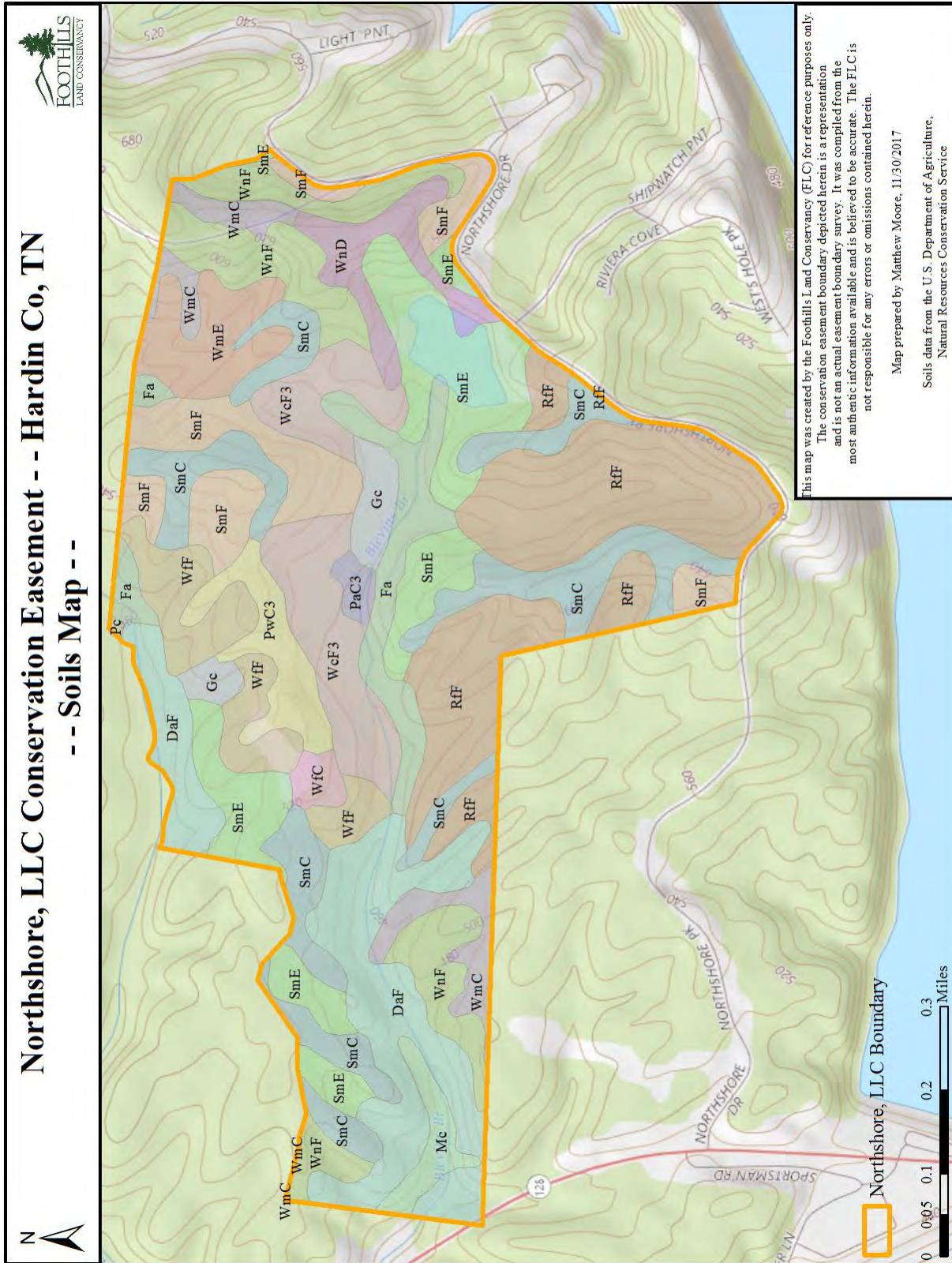
WETLANDS MAP



FLOOD MAP



SOILS MAP WITH DESCRIPTIONS



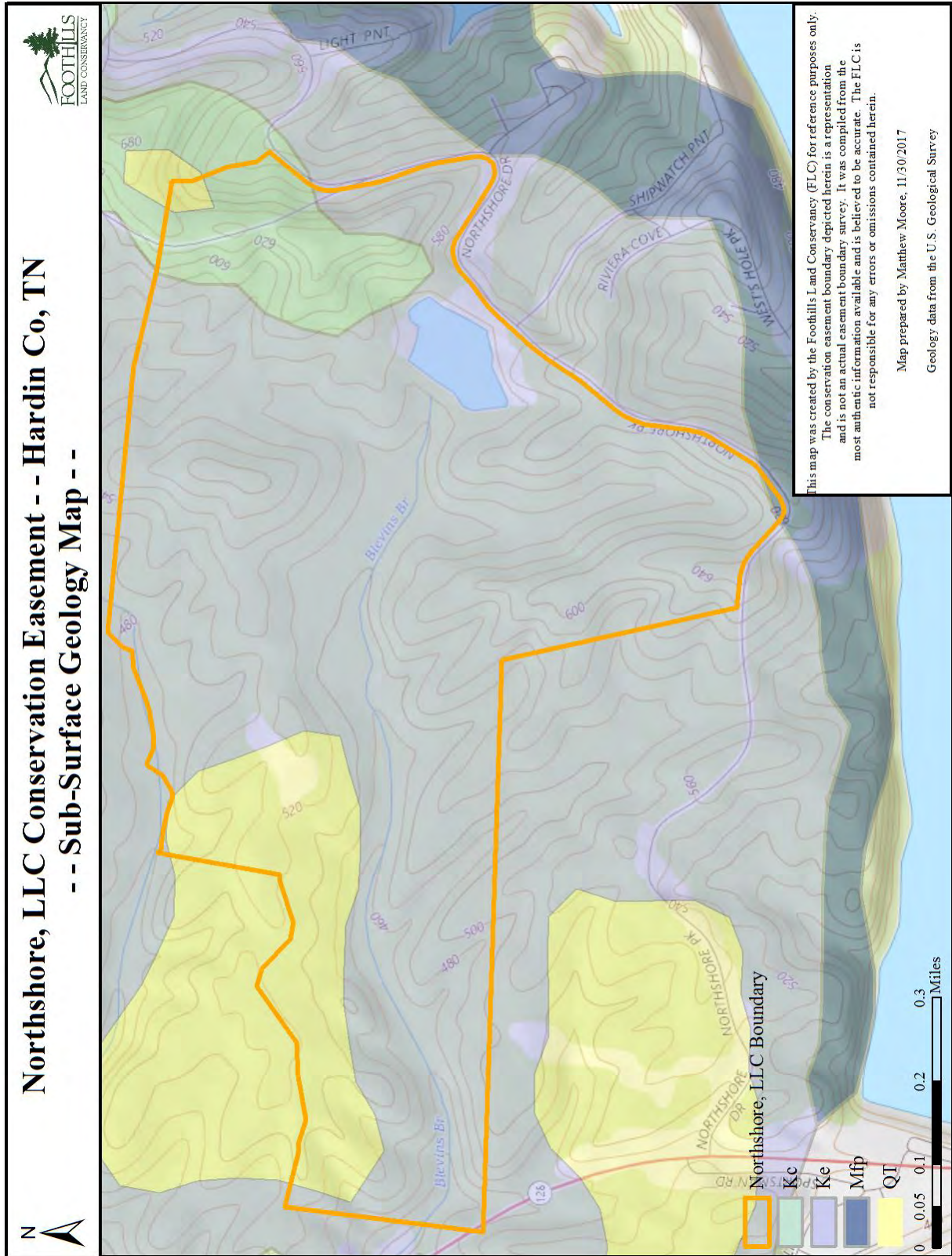
Soils

Soil Symbol	Soil Characteristics
DaF	Dandridge-needmore complex, 12 to 35 percent slopes (sulphura)
Fa	Falaya loam, local alluvium (enville)
Gc	Gullied land, clayey materials
Mc	Mantachie fine sandy loam, 0 to 2 percent slopes, occasionally flooded
PaC3	Paden silt loam, 5 to 8 percent slopes, severely eroded
Pc	Paden-Gullied land complex
PwC3	Pickwick silty clay loam, 5 to 8 percent slopes, severely eroded
RfF	Ruston fine sandy loam, 25 to 45 percent slopes(smithdale)
SmC	Shubuta fine sandy loam, 5 to 8 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)
WcF3	Waynesboro clay loam, 12 to 35 percent slopes severely eroded (etowah)
WfC	Waynesboro fine sandy loam, 5 to 8 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)
WmE	Waynesboro gravelly sandy loam, 12 to 25 percent slopes(saffell)
WnD	Waynesboro very gravelly sandy loam, 5 to 12 percent slopes (saffell)
WnF	Waynesboro very gravelly sandy loam, 25 to 45 percent slopes (saffell)

Prime Ag Soils

Soil Symbol	Soil Characteristics	Farmland Classification
Fa	Falaya loam, local alluvium (enville)	Prime Farmland
Mc	Mantachie fine sandy loam, 0 to 2 percent slopes, occasionally flooded	Prime Farmland
WfC	Waynesboro fine sandy loam, 5 to 8 percent slopes(etowah)	Prime Farmland

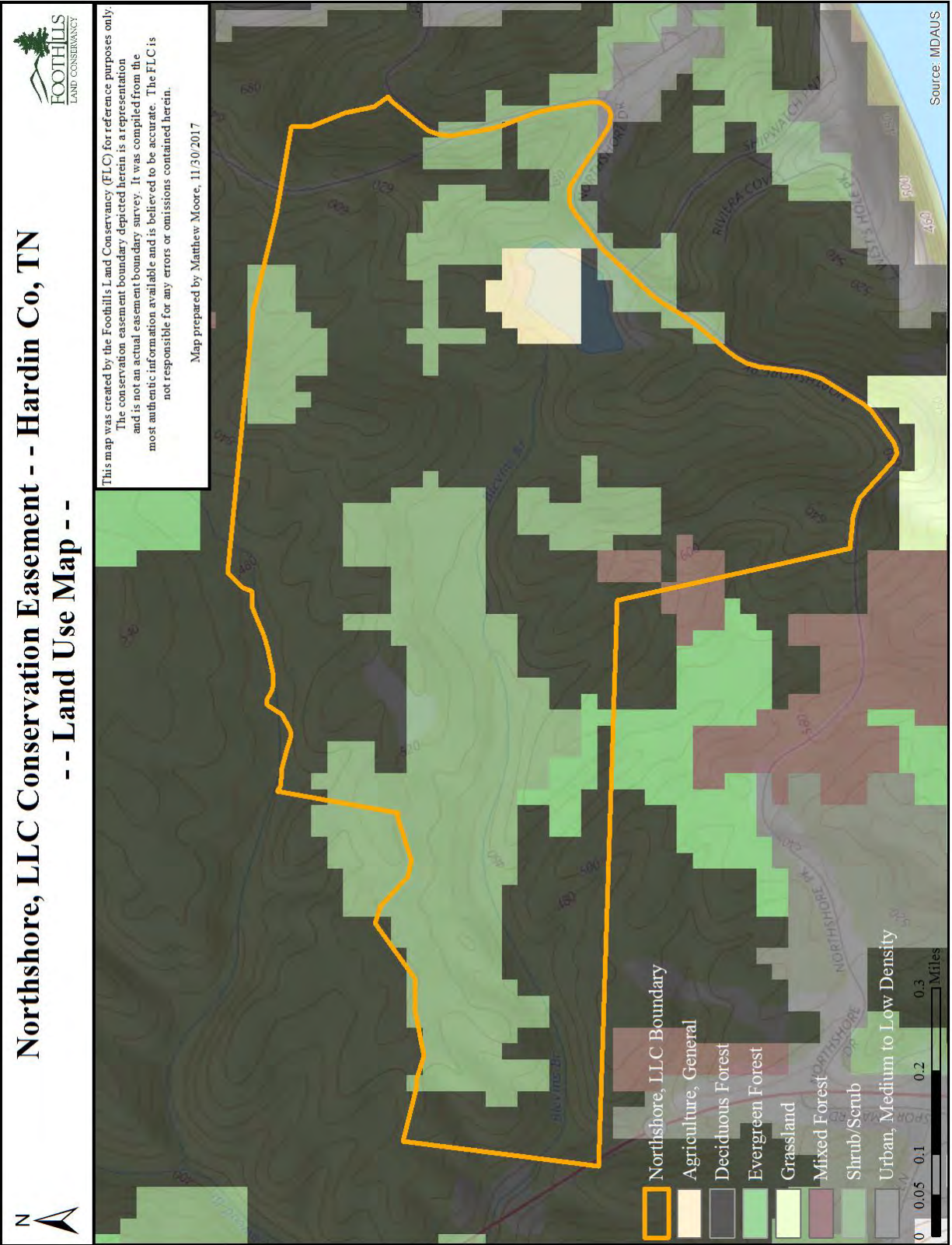
SUB-SURFACE GEOLOGY MAP AND LEGEND



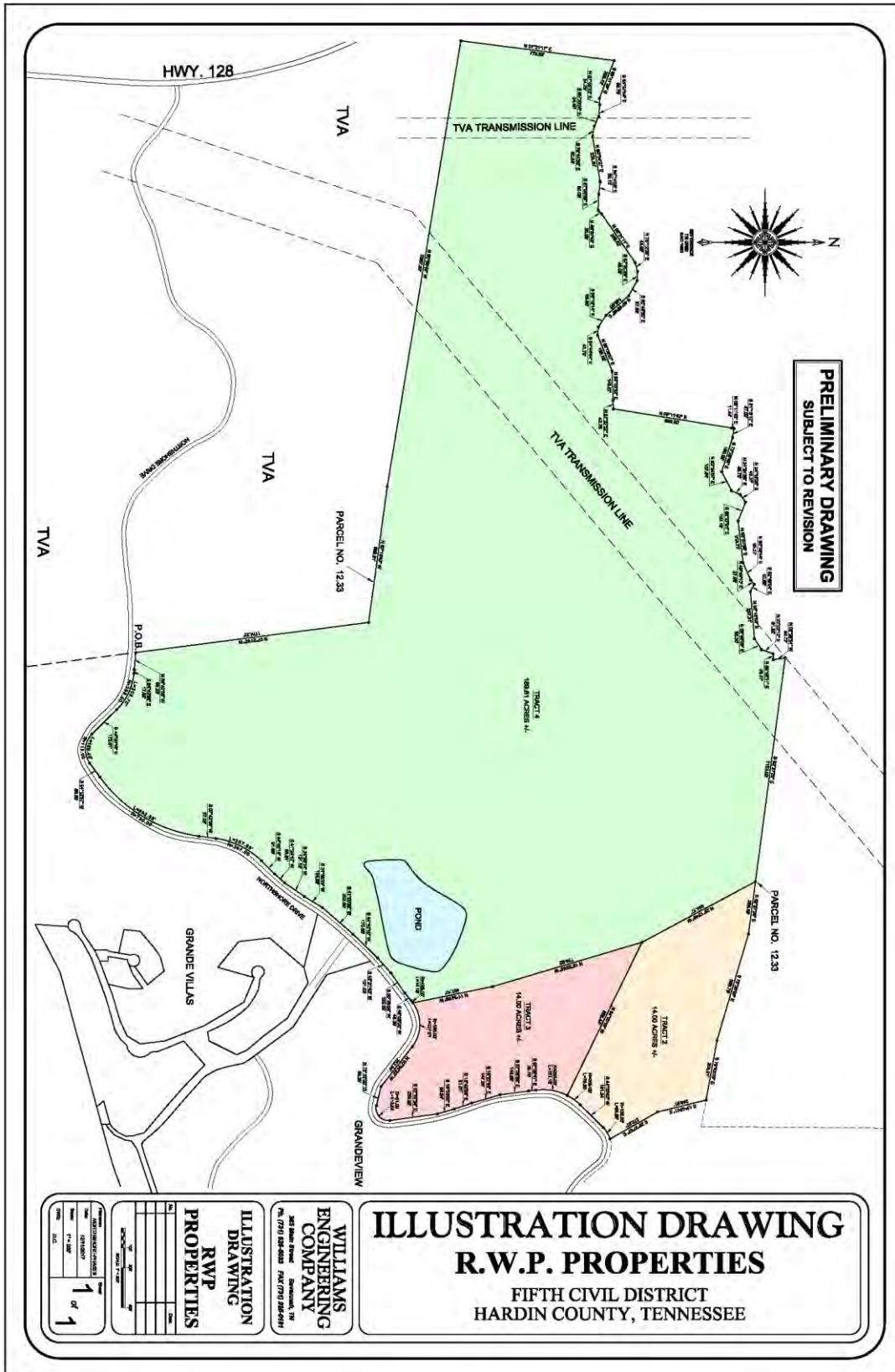
Geology

Geologic Symbol	Geologic Characteristics
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
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.
QT	High-level Alluvial Deposits - Iron-stained gravel, sand, silt, and clay; variable in thickness but generally less than 60 feet thick.

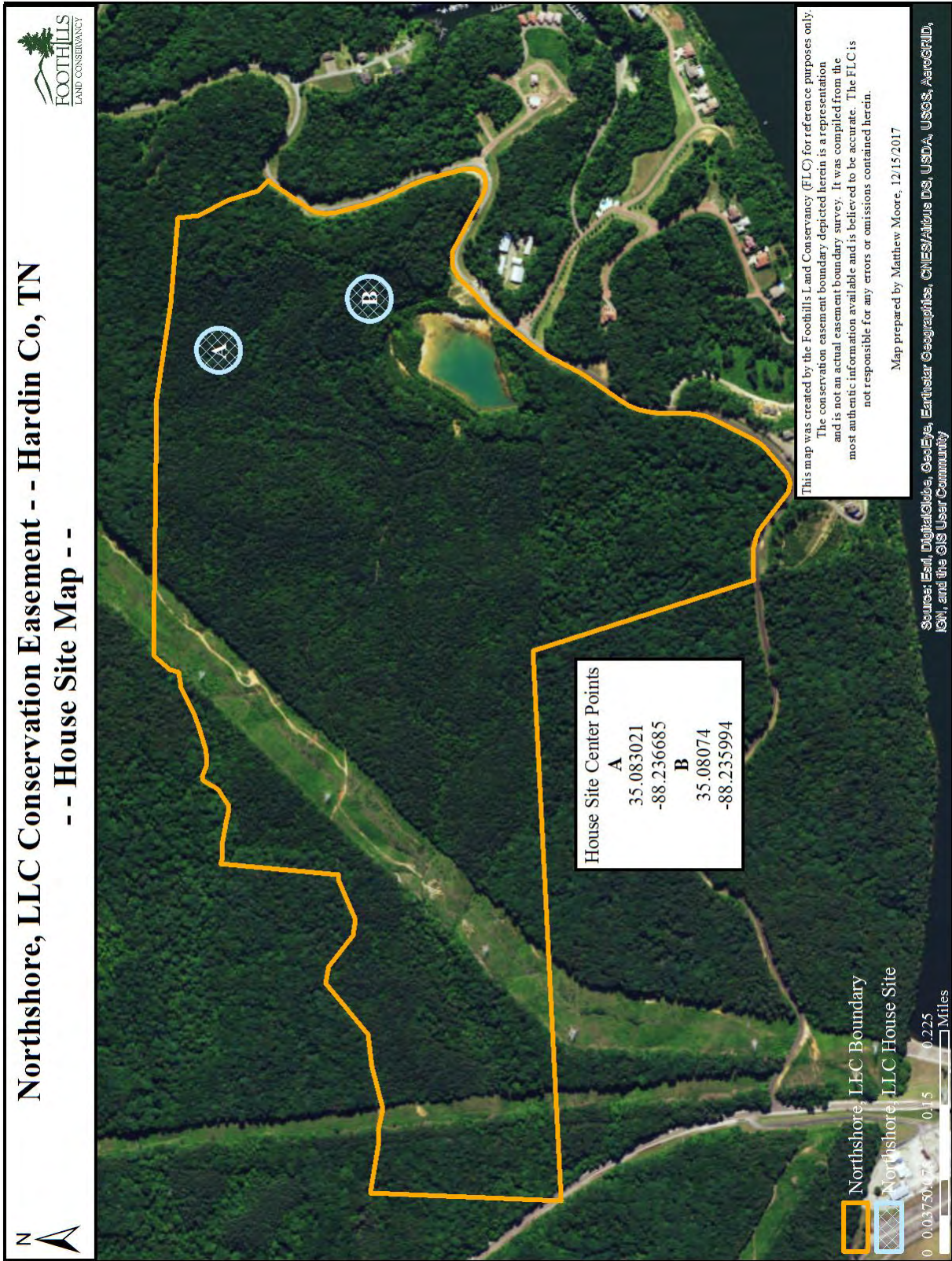
LAND USE MAP



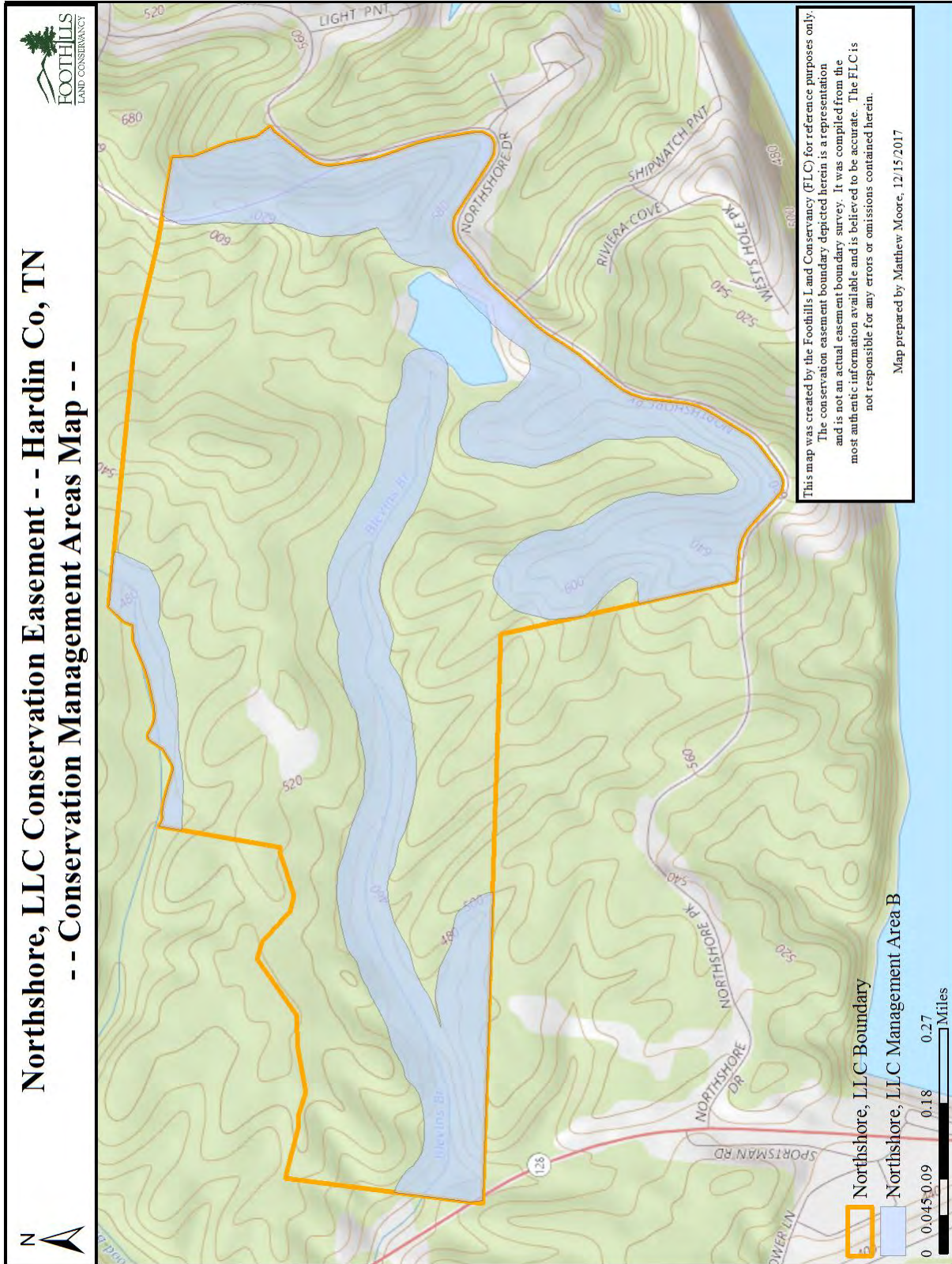
SURVEY DRAWING



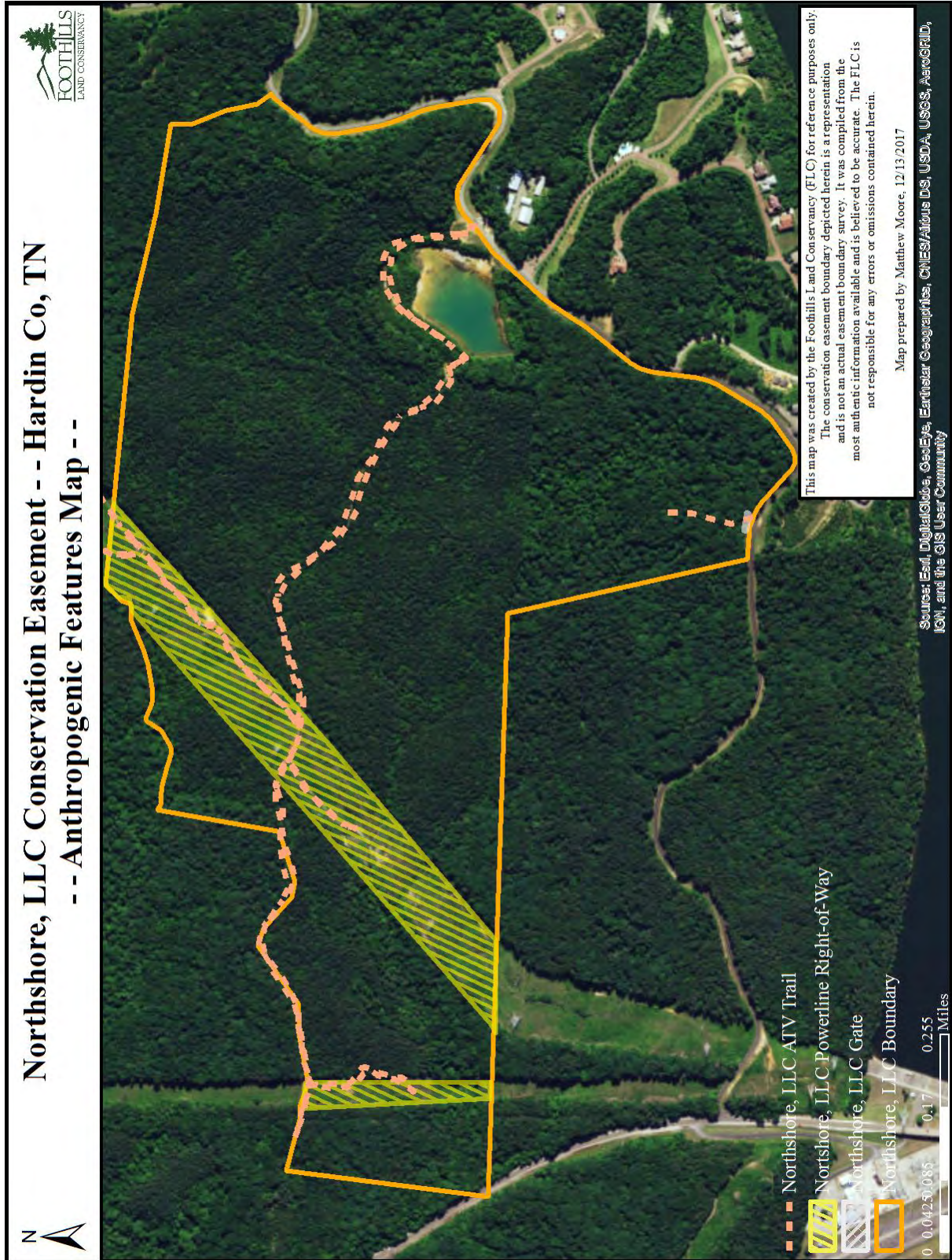
HOUSE SITE MAP



CONSERVATION MANAGEMENT AREAS MAP



ANTHROPOGENIC FEATURES MAP



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

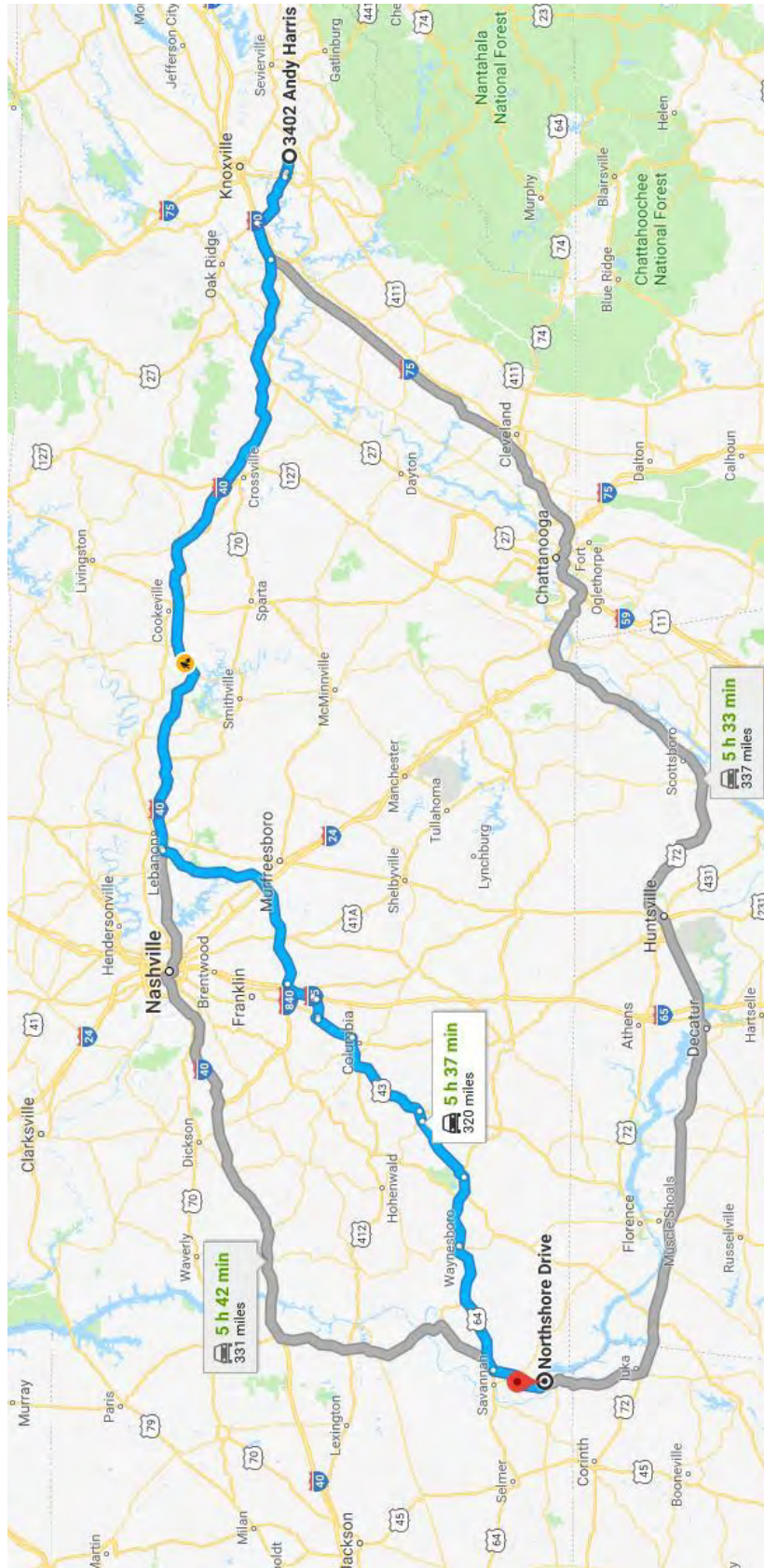
- ↙ 26. Turn left onto TN-128 S 7.0 mi

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

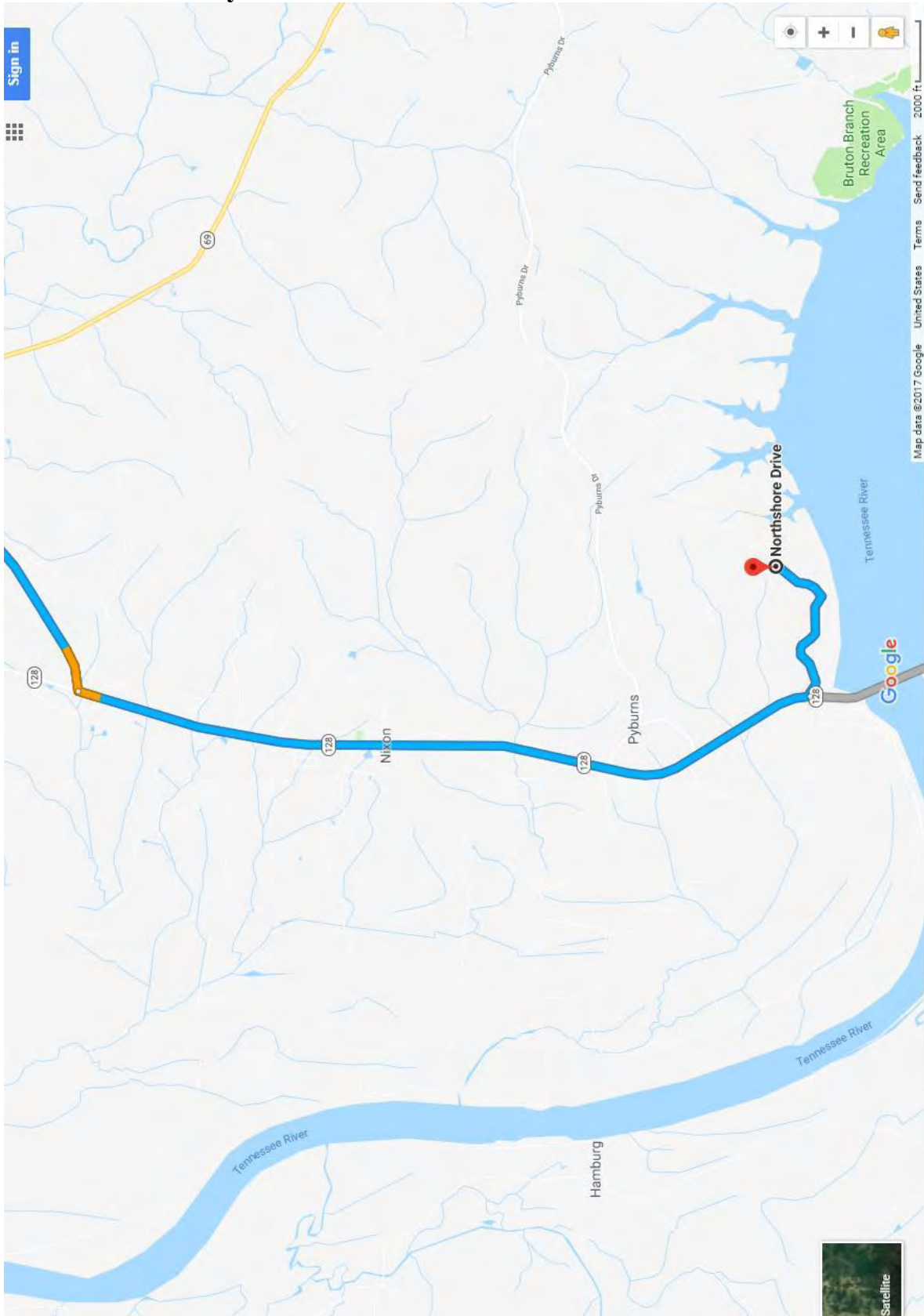
- 1.1 mi

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'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.

This Instrument Prepared By:
Mark Jendrek
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**

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

THIS CONSERVATION EASEMENT ("Easement") is made as of the 27th
day of September, 2017, by **Northshore, 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 Seventeen and 61/100 (217.61) calculated 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, and wildlife for the enjoyment of future generations; and

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

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WHEREAS, the Property has a moderate diversity of vegetation with 84 observed plant species, including 32 trees, nine shrubs, and 43 additional herb species observed. Preserving these communities contributes to diversity in valued wildlife and ecosystem health, and overall ecological resilience during fluctuating conditions; 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 Southeastern Mixed Forest on the Property is considered by the World Wildlife Fund ("WWF") as ranking 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 Tennessee Wildlife Resources Agency'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, eleven species of birds were observed on the Property. Other species are likely to be found during periods of breeding and migration, including 12 birds of conservation concern; and

WHEREAS, white-tailed deer (*Odocoileus virginianus*) were observed using the Property, and the burrows of another animal were found in one of the protected bowls on the Property; and

WHEREAS, areas on the Property are considered to be both resilient and 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, becoming natural strongholds for diversity; and

WHEREAS, the Property is within the Tennessee Wildlife Resource Agency 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 Blevins and Barbwood Branches; and

WHEREAS, water on the Property is varied, abundant, and of good quality, encompassing creeks, springs, depressions, ponds, 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 3/4 mile road frontage along both Northshore Drive and Highway 128, and its location across the Lake from Pickwick Landing State Park and Inn, 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; and

WHEREAS, 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; the Property merits preservation through a conservation easement as it will support continued tourism in the region; and

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, as an absolute charitable gift with no monetary consideration, but in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, the sufficiency of which is hereby acknowledged, and pursuant to the laws of Tennessee, and in particular the Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 et seq., and the Tennessee Agricultural, Forestry and Open Space Land Act of 1976, Tennessee Code Annotated Section 67-5-1001 et seq., Grantor hereby voluntarily, unconditionally, and absolutely declares the restrictions set forth herein and grants and conveys to

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Grantee the Conservation Easement, in gross, in perpetuity, on, in, and over the Property, of the nature and character and to the extent hereinafter set forth, together with covenants running with the land, in perpetuity, to accomplish the Conservation Purposes. Grantee hereby accepts the grant of the Conservation Easement and agrees to hold the Conservation Easement exclusively for the Conservation Purposes set forth in this Easement, and to enforce the terms of the restrictive covenants set forth herein. The execution, delivery, and recordation of this Easement creates a property right vesting immediately in Grantee.

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

- (d) To use whatever technology or technological devices might be available from time to time to monitor and accomplish the purposes of this Easement, including, without limitation, still photography; audio and video recording and monitoring; aerial imaging, including, without limitation, still, audio, and video recording, archived, and real-time; and any other aid in monitoring which may yet be invented, discovered, or made available, all of which are intended to be used for the purpose of assuring compliance by Grantor with the provisions of this Easement;
 - (e) To require the implementation of varying management practices for different areas of the Property to the extent necessary or reasonable, in Grantee's sole discretion, for the preservation of the Conservation Values of the Property, and for the enforcement of the Conservation Purposes of this Easement; and
 - (f) To engage consultants, agents, and other third parties to assist Grantee in carrying out the rights of Grantee provided in this Easement, including, without limitation, the right on the part of such consultants, agents, and other third parties to go on the Property as required or permitted by this Easement.
3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
- 3.1 **Subdivision.** The Property may not be divided, partitioned, or subdivided. The terms "Subdivided" and "Subdivision" shall include a long-term lease or other use of the Property that creates the characteristics of a subdivision of the Property as determined in the sole discretion of Grantee;
 - 3.2 **Commercial Development.** Any commercial or industrial use other than those relating to agriculture, silviculture, education, scientific research, de minimis recreational activity, or other customary rural enterprise;
 - 3.3 **Topography.** The filling, excavating, dredging, surface mining, deep mining, drilling, or any removal of topsoil, sand, gravel, shale, rock, peat, minerals, or other materials, on or from the Property. To the extent Grantor owns the mineral rights with respect to the Property, also prohibited is the exploration for, or development and extraction of, minerals and hydrocarbons by any method whatsoever; provided, however, minimal filling, excavating, and dredging shall be permitted as may be necessary for creekfront and waterfront stabilization, wildlife habitat rehabilitation, grading and/or rerouting roads and travelways to the extent doing so enhances and/or further protects the Conservation Values of the Property, and rehabilitation and pond maintenance as may be provided in

Section 4 of this Easement. No surface mining of any kind shall be permitted; all surface mining is strictly prohibited;

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

provide notice that the Property is protected property, to identify Grantee as the holder of an interest in the Property, to identify a significant distinction of the Property, such as a Century Farm or National Register of Historic Places, or as may be required by the pre-existing uses of the Property;

- 3.10 Introduced Species.** The intentional introduction of any exotic or invasive plant species on the Property;
- 3.11 Surface Water; Ground Water.** The pollution, contamination, or alteration of surface water, natural water courses, lakes, ponds, marshes, ground or subsurface water, or any water on or near the Property, except such alteration as may be described below in **Section 4**, or as may be legally permitted for irrigation or for use in ponds. No ground or surface water from the Property shall be removed, collected, impounded, stored, transported, diverted, or otherwise used for any purpose or use outside the boundaries of the Property without the prior express written consent of Grantee, which consent may be granted or withheld in Grantee's sole discretion;
- 3.12 Timber.** The cutting of any trees other than pursuant to a forest management plan approved by Grantee, and in accordance with both the Grantee Guidelines (as defined below) and the BMPs (as defined below), all as more particularly described in **Section 4** of this Easement; provided, however, the cutting down or removal of dead, diseased, or storm-damaged trees that may pose a threat to life or property on the Property, trees to be removed for wildfire control purposes as determined by the Tennessee Division of Forestry, or that may be required in order to maintain views, or for use as personal firewood, shall be permitted; provided further, however, the provisions of this **Section 3.12** shall not be used or allowed for the purpose of avoiding compliance with the Forest Management provisions set forth in **Section 4** of this Easement. The allowances in this **Section 3.12** are intended to be minimal in scope;
- 3.13 Management Areas.** While the entire Property is subject to management for the preservation of the Conservation Values of the Property, because of varying conditions of the Property, there are variations of management techniques for different areas of the Property. There shall be no timber cutting, timber harvesting, clearing or removal of vegetation, clearing or removal of leaf litter or other natural detritus, or any other activity that may have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement in any area identified and designated by Grantee, either at the time of the conveyance of this Easement, or any time in the future, as a "Management Area B." Such areas include, but are not limited to, areas with significant Conservation Values with respect to relatively natural habitat for fish, wildlife, or plants

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

3.14 Density. No portion of the protected property may be used to satisfy land area requirements for other property not subject to this Conservation Easement for purposes of calculating building density, lot coverage, or open space under otherwise applicable laws, regulations, or ordinances controlling land use. No development rights that have been encumbered or extinguished by the Easement may be transferred to any other property; and

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

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

4. Reserved Rights. Grantor reserves to itself and to its successors and assigns, all rights accruing from Grantor's ownership of the Property, including the right to

engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited by this Easement and that are not inconsistent with the purposes of this Easement. Specifically subject to all other provisions of this Easement, the following rights are reserved (collectively, "Reserved Rights"):

- 4.1 **Reside.** The right to reside on the Property in perpetuity within the areas described in this **Section 4**;
- 4.2 **Convey and Pledge.** The right to sell, donate, mortgage, lease, bequeath, or otherwise convey the Property, provided such conveyance is subject to the terms of this Conservation Easement, written notice is provided to Grantee, and the Transfer Payment (as defined below) is paid to Grantee, all in accordance with the provisions of **Section 12** of this Easement. Any such sale or other conveyance shall have no effect on the application of the provisions of this Easement, which provisions shall remain in full force and effect;
- 4.3 **Public Park.** The right to designate the Property, or specific portions thereof, as a public nature park or refuge for low impact activities such as hiking and nature study subject to the prior, written approval of Grantee, and further subject to a written agreement with an agency of the State of Tennessee (approved by Grantee), so long as the provisions of such agreement do not compromise the Conservation Values of the Property or the Conservation Purposes of this Easement in the sole discretion of Grantee;
- 4.4 **Dwelling Structure.** The right to construct, remodel, renovate, or replace one (1) residential dwelling on the Property in each of the two (2) 2-acre home site areas (individually, "Homesite" and collectively, "Homesites"), the approximate location of which is shown on the attached **Exhibit B** and the coordinates for the centerpoint of which, and the legal description of which, are shown on the attached **Exhibit C**. The size, design, and construction of each such residential dwelling shall be subject to the express, written consent of Grantee, and must not have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement; provided that in no event shall such dwelling exceed 4,000 square feet of heated living area nor be greater than two (2) stories above ground in height, and further subject to the following:
 - (a) There shall be no construction nor removal of any trees on the Property for the foregoing purposes until each of the following conditions is satisfied:
 - (i) The location and dimensions of any new road, travelway, or driveway to serve the Homesite shall be reviewed and must be

approved by Grantee, there being a strong preference in favor of the use of roads, travelways, or driveways already existing on the Property. The location and dimension of each road, travelway, and/or driveway must not, in Grantee's sole discretion, result in any adverse impact on any of the Conservation Purposes of this Easement or the Conservation Values of the Property;

- (ii) The location of any new road, travelway, or driveway and any new utility facilities shall be identified and surveyed by Grantor and such survey information shall be provided to Grantee in the form Grantee requires, at the sole expense of Grantor, prior to Grantee's review;
 - (iii) Grantee must approve, in writing, prior to any recordation and prior to the commencement of any work, all of Grantor's plans and concepts for the location and construction of any structure within any Homesite area as well as the location and nature of any road, travelway, driveway, easement, and utility facility;
 - (iv) Grantor, and not Grantee, shall bear all responsibility for obtaining permits or other approval and recordation of any state, county, or municipal government for the location and construction of the Homesite area, dwelling, utility facility, road, travelway, driveway, or other structure the location of which is to be reviewed by Grantee under this **Section 4**;
 - (v) The description of each utility easement area and any new road, travelway, or driveway, as reviewed and as approved by Grantee, shall be re-surveyed following completion, and a set of "as built" drawings will be furnished to Grantee and shall be added to the monitoring reports and kept with the Baseline Document Report for this Easement; and
 - (vi) All of Grantee's expenses incurred in the review, approval, and oversight of the Reserved Rights in this **Section 4**, as well as the costs and expenses thereof, shall be paid, in full, by Grantor prior to undertaking any construction, including clearing of the areas. Grantee may require a deposit of its estimated expenses before granting any approval or reviewing any surveys or other submissions by Grantor;
- (b) At such time as the above requirements have been satisfied, the monitoring reports for the Baseline Documentation Report shall

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include such Homesite and the access and utility easements serving such Homesite;

- (c) Grantor shall have the right to drill a water well within the Homesite area for the purpose of providing potable water to the dwelling located on the Homesite. Grantor shall give Grantee at least ten (10) business days' advance written notice of the intent to drill such a well and the approximate location of the intended well. Within five (5) calendar days of the completion of the intended well, Grantor shall provide to Grantee the specific location of such well for purposes of updating and maintaining the Baseline Documentation Report;

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

- 4.5 Agricultural/Accessory Structures.** The right to build one accessory structure, such as a barn or shed, within each Homesite area; provided, however, no accessory structure built or to be built within a Homesite area described in **Section 4.4**, shall be used as a living or dwelling site. No such structure shall have a sewer connection, septic system, or other wastewater disposal system. The specific location and size of all such structures, which is subject to the express, written approval of Grantee, shall not adversely impact the Conservation Values of the Property nor the Conservation Purposes of this Easement in the sole discretion of Grantee;
- 4.6 Utilities.** The right to provide utilities to the residential dwelling described herein and any other permitted structure; provided, however, that while such utilities need not be underground, Grantor shall use its best efforts to locate any aboveground utilities in the least obtrusive location, at a minimum, staying as close as possible to already existing roads, driveways, or other access or maintenance travelways. This **Section 4.6** is not to be construed to permit any sewer connection, septic system, or other wastewater disposal system otherwise prohibited by **Section 4.5** of this Easement;
- 4.7 Additional Agricultural Use.** Any low-impact agricultural use shall be allowed on the Property with prior notification to, and the written approval of, Grantee, provided no existing Conservation Values of the Property are compromised, and further provided the Conservation Purposes of this Easement are not violated or compromised;
- 4.8 Forest Management.** Grantor retains the right to conduct forest management activities by tried and proven forestry methods designed to

enhance the quality of the forest. Forest management activities must be conducted in accordance with:

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

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

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

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

Grantee shall review the Forest Management Documents for consistency with the Requirements as well as with the purposes, terms, provisions, and conditions of this Easement. If Grantee is required to engage a forestry consultant to review any or all of the Forest Management Documents, Grantor agrees to reimburse Grantee for the costs, expenses, and fees incurred by Grantee in such review. If Grantee determines that any portion of any of the Forest Management Documents is inconsistent with the purposes, terms, provisions, and conditions of this Easement, does not

comply with the Requirements, or that any forest management activities contemplated by the Plan could result in a violation of this Easement, Grantee will provide written comments to Grantor identifying and explaining such inconsistencies. Neither Grantee's right to provide comments, nor its actual comments, shall constitute a waiver of the terms of this Easement.

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

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

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

(a) Grantor's long-term management goals and objectives;

(b) Descriptions, mapped locations, and management considerations for:

- Forest stands (community type, species, age, size, history, condition);
- Soils;
- Known unique plant or animal communities and any ecologically sensitive and/or important areas;

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- Known archaeological, cultural, or historic sites;
 - Surface waters, including springs, streams, seeps, ponds, and wetlands; and
 - Existing man-made improvements and features including all roads, buildings, fences, etc.
- (c) Proposed timber harvest intent, silvicultural treatments, schedules; and
- (d) Other forest management practices, activities, and schedules.

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

- (b) **Timber Sale Contract.** No timber harvesting activities shall take place on the Property other than pursuant to the terms and conditions of the Contract between Grantor and the timber purchaser, which must be approved, in advance, by Grantee. Grantor must provide Grantee with a proposed Contract no less than ninety (90) days prior to any timber harvesting activities, setting forth, at a minimum, the following:
- (i) Marking and cutting limitations of each sale area, the size and location of each sale area, a description of each sale area, the type of cutting for each such area (such as “clear cut” or “seed cut” or “select cut” etc.), the species and estimated yield of each species for each sale area;
 - (ii) Any constraints on harvesting;
 - (iii) Details regarding liability and worker’s compensation insurance required to be carried by the timber purchaser;
 - (iv) A requirement that Grantee be named as an additional insured on all such policies;
 - (v) An indemnification and hold harmless provision for the benefit of Grantee by the timber purchaser for any liability imposed on Grantee arising out of or related to forest management activities;
 - (vi) A provision regarding damage to any property of Grantor, and specifically prohibiting any logging or timber harvesting

outside the areas described in the marking and cutting limitations section; and

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

- (c) **Forest Roads.** Grantor shall have the right to construct new forest management roads and associated improvements such as bridges, culverts, and other related improvements in aid of forest management activities, in consultation with Grantee, all of which must be approved by Grantee prior to the commencement of any forest management activities on the Property ("Road Plan"). The proposed Road Plan shall be provided to Grantee for review no less than thirty (30) days prior to any forest management activities, subject to the following:
 - (i) Grantor and/or Grantor's consulting forester, must contact Grantee prior to developing the Road Plan;
 - (ii) Grantor retains the right to maintain and repair existing forest management roads and associated bridges and culverts (collectively, "Existing Roads") so long as such maintenance and repair, and the Existing Roads themselves, do not have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement. In the event Grantee determines that the Existing Roads do have such an adverse impact, Grantee shall have the right to prohibit the use of some or all of the Existing Roads;
 - (iii) Grantor shall have the further right to improve existing forest management roads and associated structures and to construct new forest management roads and associated improvements, in active consultation with Grantee, provided that said improvements, new roads, and associated improvements satisfy the Requirements, and that
 - (A) additional roads or road improvements are necessary to provide reasonable forest management access to the Property;

- (B) provision is made for the adequate and proper closure and revegetation of skid roads and landings; and
 - (C) Grantor secures Grantee's prior written consent to the design, layout, location, and construction techniques with respect to all additional roads, road improvements, and any associated improvements.
- (d) **Harvest Notice; Contractor Requirements.** The following conditions apply to the commencement of any timber harvesting activity on the Property:
- (i) All forest management activities must be in compliance with the Plan, the Contract, and the Road Plan, and be approved, in advance, by Grantee, as is more fully described in this **Section 4.8**;
 - (ii) Grantor shall provide Grantee with a written notice ("Notice") at least seven (7) days prior to commencement of any timber harvesting activities, and in no event less than thirty (30) days after Grantee's approval of the Plan, the Contract, and the Road Plan;
 - (iii) The Notice shall include the name of the forester supervising the activity as well as the identification of the person or entity actually conducting the activity, and shall include:
 - (A) a general description of the scope of the activity (size and location of area (including maps));
 - (B) prescribed silvicultural treatments and practices that may be employed;
 - (C) the location and a description of all ingress, egress, and access routes, including the specific location of any stream crossings, and the location of landings and skid roads, and haul roads, all of which must be consistent with the Plan, the Contract, and the Road Plan, as approved by Grantee;
 - (iv) Forestry activities shall be conducted within the constraints of the Plan, the Contract, the Road Plan, and the Notice under a written contract with a professional logger, which contract must include a non-refundable performance bond naming Grantor and Grantee as co-payees in an amount

mutually agreed by Grantor and Grantee, and shall be expressly subject to the terms, conditions, and provisions of this Easement; and

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

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

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

- 4.9 Chemical Agents.** The right to use governmentally-approved chemical agents in the control of non-indigenous plant species and invasive plant species (whether indigenous or non-indigenous) and otherwise hazardous plants, provided, however, such actions shall be consistent with, and in compliance with, all applicable federal, state, and local laws and manufacturer's guidelines; provided further, however, if the use of any such chemical agents will have an adverse impact on any of the Conservation Values of the Property or the Conservation Purposes of this Easement, the

use of such agents shall be prohibited. Any such herbicides or pesticides shall be the least toxic necessary to accomplish the task at hand;

- 4.10 Signs.** The right to display small, relatively unobtrusive signs showing the location and address of the Property and its facilities as well as signs indicating that the Property is available for sale or rent, for purposes of public access, if applicable, or as may be useful to support permitted educational, scientific, and recreational activities, as well as any sign indicating that the Property is protected property subject to this Easement;
- 4.11 Public Access.** The right to allow public access with permission for low-impact, nature-related activities such as hiking, nature study, picnicking, and other de minimis recreational activity; provided, however, no member of the public shall have any expectation of privacy while on the Property. Reference is made to **Section 2** of this Easement and Grantee's entry and monitoring rights as set forth therein;
- 4.12 Scientific Activity.** The right, with prior approval of Grantee, to permit or allow the Property to be used for scientific research by a member of the faculty of any accredited college or university or by a student or a group of students working under the direct supervision of such a faculty member so long as such research activities do not adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement;
- 4.13 Ponds; Banks; Frontage.** The right to maintain any existing pond or ponds on the Property in its current condition or as may be modified consistent with recommendations from any appropriate state or federal agency, which modification(s) is/are subject to the express written consent of Grantee. The right, with prior approval by Grantee, to construct and maintain one or more ponds as may be determined appropriate or to maintain or enhance the physical stability and natural features of the current or any new ponds by ecologically appropriate methods as established or recommended by National Resource Conservation Service or any qualified organization performing the same function and approved by Grantee. The right to rehabilitate and restore any and all creek, stream, and river banks and frontage areas, subject to the express written consent of Grantee, in compliance with all local, state, and federal water quality and other laws, rules, and regulations;
- 4.14 Hunting.** Hunting shall be permitted on the Property only with the express, written consent of Grantor. This, in no way, is intended to permit a commercial hunting operation or "game preserve" on the Property;

- 4.15 Feed Plots; Wildlife Observation.** The right to establish one or more feed plots on the Property in accordance with a Wildlife Management Plan devised in conjunction with and approved by the Tennessee Wildlife Resource Agency, or any other similar state or federal agency, the number and total acreage of which is subject to the express, written consent of Grantee, and the right to construct wildlife observation structures, in number and location subject to the express, written consent of Grantee, all of which must not adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement;
- 4.16 Leases and Other Interests.** The right to lease or to grant others less than fee-simple interests in the Property for any use permitted Grantor, subject to Grantee's prior written approval, provided that such lease or other interest in the Property is subject to and consistent with the provisions of this Easement, and does not constitute an impermissible subdivision of the Property, and further provided the use contemplated by such lease or other interest in the Property does not adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement; and
- 4.17 Other Uses.** Grantor may, or may permit others to, engage in or perform any other actions or activities that are not expressly prohibited herein, and which do not compromise the Conservation Values of the Property or adversely impact the Conservation Purposes of this Easement.

In connection with any reserved right of Grantor to install and maintain roads, travelways, and/or driveways for vehicular access to the areas of the Property on which the existing, if any, and additional structures and related ancillary improvements are and/or may be constructed pursuant and subject to the terms and conditions of this Easement, with such roadways, travelways, and/or driveways to provide for ingress and egress across the Property to such locations and to the adjacent properties, such right shall be subject to the following requirements and conditions: (i) such roadways, travelways, and/or driveways shall be located, to the extent possible, in the path of forestry roads or other travelways existing on the Property as of the date of this Easement; (ii) the width of the area cleared for such roadways, travelways, and/or driveways shall not exceed that which is necessary for two lanes of vehicular traffic and the installation of underground utilities; (iii) all newly constructed roadways, travelways, and/or driveways, or any roadways, travelways, and/or driveways that are rebuilt or reconstructed shall be constructed only of pervious materials; (iv) such roadways, travelways, and/or driveways shall otherwise be installed in a manner to avoid unnecessary tree removal and land disturbance; (v) if such roadways, travelways, and/or driveways require any grading or change in topography, then such grading shall blend into the natural topography of the Property as much as reasonably possible, shall be constructed so as to control erosion, and shall be of design and location approved, in advance, by Grantee; and (vi) Grantee has approved the

proposed roadways, travelways, and/or driveways and access to the adjacent lands based on the foregoing requirements. Following the construction of any roadway, travelway, or driveway, Grantee shall cause an "as built" survey of such roadway, travelway, or driveway to be prepared by a Registered Land Surveyor, and shall provide a sealed copy of such survey to Grantee which shall be added to and become a part of the Baseline Documentation Report. Notwithstanding any other provision of this **Section 4**, the activities enumerated herein shall be prohibited to the extent any such activity or activities adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement.

No Reserved Right, or any other right described in **Section 4** of this Easement, may be exercised unless and until Grantee is satisfied that the exercise of such right in the manner proposed by Grantor can be undertaken without an adverse impact on the Conservation Purposes of this Easement, the Conservation Values of the Property, or other significant ecological values of the Property. The procedure set forth herein is established for the purpose of making that determination. Grantor hereby waives, for Grantor and Grantor's heirs, executors, successors, and assigns, to the fullest extent allowed by law, any and all right to seek or recover damages from Grantee in any litigation or other legal action arising from a dispute over Grantee's exercise of its rights, obligations, or interpretations under this **Section 4** or any other Section of this Easement, and Grantor agrees that the sole remedy or legal right to seek redress arising from any adverse decision of Grantee shall be to seek a declaratory judgment or other legal declaration by a court of competent jurisdiction as to the rights of Grantor hereunder. Grantor and Grantee agree that it is their intent that the rights reserved by Grantor in this Easement conform to the requirements of 26 C.F.R. Section 1.170A-14, and any rights so reserved by Grantor shall be limited to the extent such rights do not conform with 26 C.F.R. Section 1.170A-14. Grantor may not exercise any of its rights reserved under this Easement, including those rights reserved in this **Section 4**, in such a manner to adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement. Notwithstanding any other provision of this Easement, Grantor shall notify Grantee, in writing, before exercising any of Grantor's reserved rights under **Section 4** of this Easement that may have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement. If Grantee determines, in Grantee's sole discretion, that any specific exercise by Grantor of any of its reserved rights under this Easement may have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement, Grantee may withhold its approval of such action.

5. Notice and Approval.

5.1 Notice of Intention to Undertake Certain Permitted Action Pursuant to Section 4. The purpose of requiring Grantor to notify Grantee prior to undertaking any of the activities described in **Section 4** is to afford Grantee

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

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

6. Grantee's Remedies.

6.1 Notice of Violation; Corrective Action. If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice of such violation to Grantor and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan to which Grantor and Grantee have agreed in writing. In the event Grantor and Grantee, both operating in good faith, cannot agree to such plan, another organization that is qualified under Section 179(h) of the Internal Revenue Code and 26 C.F.R. Section 1.170A-14 to acquire and hold conservation easements, which organization holds at least 20 conservation easements in the same general area as Grantee, shall prepare the plan of restoration.

6.2 Injunctive Relief. If Grantor fails to cure the violation within sixty (60) calendar days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a

sixty (60) day period, if Grantor fails to begin curing such violation within the sixty (60) day period, or if Grantor fails to diligently pursue the cure to completion, in addition to exercising any other remedy set forth in this Easement, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte*, as necessary, by temporary restraining order, temporary or permanent injunction, and/or, in Grantee's discretion, to require the restoration of the Property to its condition at the time of the donation of this Easement as set forth in 26 C.F.R. Section 1.170A-14(g)(5)(ii). The parties agree that any bond to be posted by Grantee in pursuit of such a remedy shall be no more than Five Hundred Dollars (\$500).

- 6.3 Damages.** If there is a violation of any of the provisions of this Easement, Grantee shall notify Grantor by written instrument, and Grantor shall promptly cure the violation by (a) ceasing the activity giving rise to the violation, (b) restoring the Property to its condition before the violation, or (c) both, as the case may be. Grantee shall have the right, but not the obligation, to pursue legal actions or proceedings at law and/or in equity to enforce the conservation restrictions, including the right to cause such violation to be cured, and if a court of competent jurisdiction determines that a violation has occurred hereunder, the then-current owner of the Property shall reimburse Grantee, as applicable, for all reasonable expenses incurred, including legal fees and attorney fees, whether in or out of court, and the cost of legal proceedings brought to cure the violation or to collect such reimbursement. Additionally, if Grantor violates this Easement in such a manner as to cause damage to, extract, or remove any trees, mineral resources, pond, wetland, stream, or other natural resource protected by this Easement, including a violation resulting from failure to obtain Grantee's approval, Grantee shall be entitled to payment of damages in the amount of the value of the protected natural resource in addition to all other remedies and damages set forth herein. Grantee may seek payment and recovery of such damages by any means available. The value of the protected natural resource shall be established as the greater of (y) the market value of the resource or (z) the cost of immediate restoration of the Property and all resources to their condition prior to the violation. If such immediate restoration is not reasonably possible, then the market value of the resource shall be the amount of damages. If the resource does not have readily determinable market value, then the amount of damages shall be the amount which a court of competent jurisdiction may determine, taking into account the importance of the resource to the fulfillment of the Conservation Purposes of this Easement.
- 6.4 Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property or the

Conservation Purposes of this Easement, Grantee may pursue its remedies under this **Section 6** without prior notice to Grantor or without waiting for the expiration of any cure period.

- 6.5 Scope of Relief.** Grantee's rights under this **Section 6** apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are, or may be, inadequate and that Grantee shall be entitled to the injunctive relief described in **Section 6.2**, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this **Section 6** shall be cumulative and shall be in addition to all remedies now or hereafter existing at law, in equity, or as may be set forth in this Easement.
- 6.6 Costs of Enforcement.** All reasonable, actual costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, actual costs and expenses of suit, actual, reasonable attorney fees (with or without suit), and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action, each party shall bear its own costs, fees, and expenses. In no event shall Grantee be liable to Grantor for any costs, fees (including attorney fees), or expenses brought in the course of an enforcement action unless it is conclusively determined that Grantee acted with actual malice in bringing such enforcement action, in which case Grantee shall be liable to Grantor only for Grantor's costs, fees (including reasonable attorney fees), and expenses actually incurred in defending such a suit.
- 6.7 Forbearance.** Forbearance by Grantee to exercise any of its rights under this Easement in the event of any violation of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such provision or of any subsequent breach of the same or any other provision of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy on the occurrence of any breach by Grantor shall impair such right or remedy or be construed as a waiver.
- 6.8 Waiver of Certain Defenses.** Grantor hereby waives any defenses of laches, estoppel, prescription, statute of limitations, or any period of limitations of actions.

- 6.9 Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, vandalism or illegal acts, fire, flood, storm, natural earth movement, or acts of God, or from any prudent action taken by Grantor in good faith under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
- 6.10 Rights and Remedies in Relation to Third Parties.** As the owner of a real property interest under this Easement, Grantee shall have the right, without limitation of any rights herein as against Grantor, to assert and enforce any of the rights and remedies in this Easement against any person or entity other than Grantor that engages in any activity on the Property that constitutes a violation of any of the covenants or restrictions of this Easement, whether such person or entity enters on the Property as a tenant, guest, or invitee of Grantor, by an act of trespass, or by any claim of right, and Grantor shall cooperate with Grantee by joining in any action or proceeding commenced by Grantee for such purpose. No trespasser or any other person on the Property with or without Grantor's express permission, including Grantor, shall have any expectation of privacy while on the Property, and Grantee shall not be liable to any such trespasser or person on the Property, including Grantor, for any "invasion of privacy" claim or any other or similar claim arising as a consequence, intended or unintended, of, or related to, Grantee's activities in monitoring the Property and enforcing the provisions of this Easement.
- 6.11 No Third Party Rights of Enforcement.** This Easement may only be enforced by Grantor and Grantee, and no third party beneficiary rights, rights of enforcement, or other rights are created or intended to be created or granted by this Easement in or to any other person or entity, any person or entity that was once a "Grantor" but is no longer an owner of the Property, the public generally, or any governmental authority except to the limited extent necessary to undertake an action under **Section 11** or as required by statute (and only to the extent such statute cannot be waived by agreement of Grantee and Grantor).
7. **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement, other than as may be specifically set forth herein.
8. **Costs; Liabilities; Taxes; Environmental Compliance.**
- 8.1 Costs; Legal Requirements; Liabilities.** Grantor retains all responsibilities and shall bear all costs, expenses, and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the

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

- 8.2 Taxes.** Each owner of any portion of the fee interest Property shall pay all taxes and assessments lawfully assessed against such portion of the Property owned by such owner, and shall provide to Grantee receipted tax bills or other evidence satisfactory to Grantee within thirty (30) days of any written request therefor. Grantee shall have the right to pay any lawful taxes and assessments in order to prevent a "delinquent tax sale" or other lien foreclosure of the Property or any portion thereof, and the entire amount paid by Grantee, together with all costs and expenses, fines, interest, and penalties, including reasonable attorney fees, shall be immediately due and payable to Grantee by Grantor, and shall bear interest at the highest rate permitted by law until fully paid. In the event the Property, or any portion thereof, is sold at a delinquent tax sale, Grantee shall have all redemption rights provided in the Tennessee Code Annotated to a fee simple owner of the Property, as if Grantee were the fee simple owner of the Property.
- 8.3 Availability or Amount of Tax Benefits.** Neither Grantee nor any of Grantee's officers, directors, employees, agents, or counsel makes any warranty, representation, claim, or other assurance, or provides any advice regarding the availability, amount, or effect of any deduction, credit, or other benefit to Grantor or any other person or entity to be derived from the donation of this Easement or other transaction associated with the donation of this Easement under United States or any state, local, or other tax law. This donation is not conditioned on the availability or amount of any such deduction, credit, or other benefit. Neither Grantee nor any of Grantee's officers, directors, employees, agents, or counsel makes any warranty, representation, or other assurance, or provides any advice regarding the value of this Easement or of the Property. As to all of the foregoing, Grantor acknowledges that Grantor is relying on Grantor's own legal counsel, accountant, financial advisor, appraiser, tax, or other consultant, and not on Grantee or any legal counsel, accountant, financial

advisor, appraiser, or other consultant, employee, or agent of or counsel to Grantee. In the event of any audit or other inquiry of a governmental authority into the impact of this donation on the taxation or financial affairs of Grantor or Grantor's successors, assigns, or affiliates or any other similar matter, then Grantee shall be reimbursed and indemnified for any cost or expense of any kind or nature whatsoever, including attorney fees, incurred by Grantee in responding or replying thereto, or participating therein.

8.4 Representations and Warranties of Grantor; Environmental

Compliance. Grantor certifies, represents, and warrants that, after reasonable investigation and to the best of its knowledge:

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

- Owner Acknowledgment of Condition.
- Purpose and Summary of Easement Conditions.
- Natural Features of the Property.
- Environmental Conditions of the Property.
- Narrative description of the significant ecological and other Conservation Values and characteristics of the Property.
- Topographic map of the Property.
- Photographs of current site conditions on the Property.

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

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

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

9. Extinguishment and Condemnation.

9.1 Extinguishment. If circumstances arise in the future that render the purposes of this Easement impossible or impractical to accomplish, this

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

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

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

11. **Successor Grantee.** If, at any time, Grantee shall be unwilling or unable to continue as grantee hereunder, including, but not limited to, if Grantee ceases to exist or to be a qualified organization under Section 170(h) of the Internal Revenue Code and 26 C.F.R. Section 1.170A-14, or to be authorized to acquire and hold conservation easements under the Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 et seq., then Grantor and Grantee shall mutually agree on a qualified successor to Grantee, and if Grantor and Grantee cannot agree on a qualified successor to Grantee, the rights and obligations under this Easement shall vest in such organization as a court of competent jurisdiction shall direct, pursuant to applicable Tennessee law and consistent with the requirements for an assignment pursuant to **Section 10**.
12. **Subsequent Transfers.**
 - 12.1 **Incorporation of Easement.** Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.
 - 12.2 **Notice; Subordination of Subsequent Encumbrances.** Grantor agrees to give written notice to Grantee of the transfer of any interest in the Property at least thirty (30) calendar days prior to the date of such transfer. Any mortgagee must subordinate its rights in the Property to Grantee to enforce the Conservation Purposes of this Easement.
 - 12.3 **Successors Bound.** Any and all successors to Grantor's interest in the Property shall be bound by the provisions of this Easement.
 - 12.4 **Transfer Payment.** In consideration of the perpetual obligations assumed by Grantee in this Easement, the costs and expenses of which are unpredictable, including, but not limited to, the obligation to travel to and inspect the Property at least annually for compliance with the terms of this Easement, communicate with present and future owners, respond to questions and other matters, and maintain financial resources for the enforcement of compliance when necessary in fulfillment of Grantee's

obligation to be a Qualified Organization under 26 C.F.R. §1.170A-14(c)(1), and in consideration of Grantor's desire to support Grantee in its charitable mission with respect to the Property and other properties in which Grantee may have accepted conservation easement restrictions, Grantor agrees for itself, its heirs, successors, and assigns, that there shall be paid to Grantee the Transfer Payment (defined below) at the time of each Qualifying Transfer (defined below) in the manner set forth in this **Section 12.4**.

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

- (e) The amount of the Purchase Price shall not include that portion of a Qualifying Transfer that is a gift, devise, bequest, or other transfer not involving consideration by the payment of money, transfer of real or personal property, purchase money indebtedness, or assumption of indebtedness;
- (f) The Transfer Payment shall not be applicable to a Qualifying Transfer into a corporation, limited liability company, or general or limited partnership in which Grantor receives all of the shares or interests of the transferee entity as consideration and receives no other consideration;
- (g) The obligation for payment of the Transfer Payment shall be binding on Grantor in the Qualifying Transfer and on the purchaser or grantee that is the transferee in the Qualifying Transfer, all of whom shall be jointly and severally liable for the payment of the Transfer Payment, and also shall be binding on their respective heirs, successors, and assigns, and shall run with the land and constitute a lien on the Property until paid;
- (h) The Transfer Payment shall be paid to Grantee at or before the time of transfer of legal title. The amount of any Transfer Payment not paid by the time required herein shall (a) accrue interest payable to Grantee at the rate of interest for judgments in Tennessee, currently set at 10%, until fully paid, and (b) constitute, together with accrued interest, to the extent permitted by law, a lien on the Property in favor of Grantee until fully paid, provided that such lien shall not be superior to any purchase money mortgage or deed of trust that was executed, recorded, and otherwise validly established against the Property prior to the date of the Qualifying Transfer;
- (i) Grantor shall be liable, and Grantor agrees to reimburse Grantee for, all reasonable attorney fees and other costs and expenses of collection incurred by Grantee in the enforcement of the provisions of this **Section 12.4**. This obligation is binding on Grantor, its heirs, successors, and assigns;
- (j) Neither the validity of this **Section 12.4** nor compliance with or enforcement of this **Section 12.4** shall have any bearing or effect whatsoever on the validity and/or enforceability of any other provision of this Easement; and
- (k) In the event Grantee or any entity related to or affiliated with Grantee ever holds fee simple title to the Property, the provisions of

this **Section 12.4** shall not apply to any transfer by Grantee or any entity related to or affiliated with Grantee.

- 13. Estoppel Certificates.** On request by Grantor, Grantee shall, within thirty (30) calendar days, execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to Grantee's knowledge with no duty of inquiry beyond what is set forth in this **Section 13**, Grantor's compliance with any obligation of Grantor contained in this Easement or which otherwise evidences the status of this Easement. Such certification shall be limited to such compliance as of Grantee's most recent complete inspection. Grantor and Grantee acknowledge that the size, shape, and configuration of the Property boundaries, together with the topography of not only the areas of the Property boundaries but of the entire Property are such that Grantee's acknowledgment of Grantor's compliance with the provisions of this Easement at a time other than as of Grantee's most recent complete inspection will necessitate a significant expenditure of time and money. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's cost and expense, and so deliver such certification document within a reasonable period of time following Grantee's receipt of Grantor's written request therefor, and Grantor shall promptly reimburse Grantee for Grantee's costs, fees, and expenses incurred in connection with such inspection and generation of the certification document.
- 14. Notice.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be either served personally; sent by first class mail, postage prepaid, certified, return receipt requested; or by nationally recognized overnight courier (such as FedEx or UPS) with fees prepaid for "next business day delivery" addressed as follows:

To Grantor: Northshore, LLC
22 Shorter Avenue SW
Rome, Georgia 30165
Attn: Mike Mathis

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

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

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mailing; or (c) if by overnight courier, on the earlier of (i) that date which is two (2) business days following timely deposit with the overnight courier with fees prepaid for "next business day delivery," or (ii) the date the on which the notice is signed by the recipient on delivery.

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

16.2 **Liberal Construction.** Notwithstanding the general rules of construction of documents, this Easement shall be liberally construed in favor of the grant to effect the purposes of this Easement and the policy and purpose of Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 et seq. ("Tennessee Act"), and to qualify as a qualified conservation contribution under 26 C.F.R. Section 1.170A-14 ("U.S. Act"). The Tennessee Act and the U.S. Act are sometimes referred to herein collectively as the "Acts." If any provision of this instrument is found to be

ambiguous, it shall be interpreted in such a manner as to protect the Conservation Values of the Property and the Conservation Purposes of this Easement, and to comply with and be consistent with the Acts. Further, if any provision of this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid, to the extent such interpretation will have the effect of protecting the Conservation Values of the Property and the Conservation Purposes of this Easement. Neither party shall be deemed to have drafted this Easement for purposes of the general rules of construction of documents. This Easement is made pursuant to and in conformance with the Acts, but the invalidity of either of the Acts or any part thereof shall not impact the validity and enforceability of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their heirs, executors, successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter.

- 16.3 Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remaining provisions of this Easement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby, and shall remain in full force and effect.
- 16.4 No Authorized Violation of Law.** Nothing contained in this Easement shall be interpreted to authorize or permit Grantor to violate any law, regulation, ordinance, or rule. In the event of any conflict between any such law, regulation, ordinance, or rule and the terms of this instrument, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Easement and such ordinance or regulation.
- 16.5 Possible Grantee Default.** To the extent that any action taken by Grantee pursuant to this Easement gives rise to a claim of breach of contract, and to the extent not already addressed by any other provision of this Easement, Grantor and Grantee agree that the sole remedy on the part of Grantor shall be reimbursement of actual direct out-of-pocket expenses reasonably incurred by Grantor as a result of such breach, as determined by a court of competent jurisdiction, and that Grantor shall not have any right to indirect, consequential, or monetary damages in excess of such actual, direct, and reasonable out-of-pocket expenses.

- 16.6 Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein. No alteration, amendment, modification, or variation of this instrument shall be valid or binding.
- 16.7 No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- 16.8 Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding on, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running with the Property in perpetuity. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its personal representatives, heirs, successors, and/or assigns, and the above named Grantee and its successors and/or assigns.
- 16.9 Termination of Rights and Obligations.** A party's rights, interest, and obligations under this Easement shall terminate on the transfer of the party's interest in the Conservation Easement or Property; provided, however, liability for any acts or omissions occurring prior to any such transfer, or as may be otherwise set forth herein as surviving a transfer, shall survive such transfer.
- 16.10 Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect on construction or interpretation.
- 16.11 Counterparts.** The parties may execute this instrument in two or more counterparts, which shall be considered, in the aggregate, to be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- 16.12 Merger.** In the event Grantee becomes the holder of the underlying fee interest in the Property, no merger of the fee and the Conservation Easement shall take place, it being the specific intent of the parties hereto that, notwithstanding the operation of Tennessee common law, but pursuant to the provisions of Tennessee Code Annotated Section 66-9-304(a), as it exists on the date this Easement is recorded, this Easement remain an encumbrance on the Property regardless of the commonality of ownership of the fee and the Conservation Easement unless this Easement is conveyed by specific written instrument to the holder of the fee.

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

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

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

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

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

Signature Pages Follow

The remainder of this page is intentionally left blank

Grantor Signature Page

GRANTOR:

Northshore, LLC

By: Southeastern Conservation Group, LLC
Its: Manager

Southeastern Conservation Group, LLC

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

STATE OF Georgia

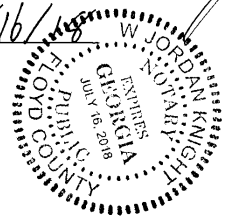
COUNTY OF Floyd

Before me, the undersigned, a notary public of the state and county aforesaid, personally appeared **A. Kyle Carney**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be the Manager/Authorized Signatory of **Southeastern Conservation Group, LLC**, a Georgia limited liability company, the Manager of **Northshore, 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 27th day of December, 2017.

[Signature]
Notary Public

My commission expires: 7/16/18



Grantee Signature Page

GRANTEE:

Foothills Land Conservancy

By: William 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 27 day of December, 2017.

Joanna Elise Eustace
Notary Public

My Commission Expires: 11/12/18

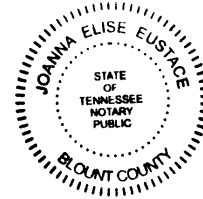


EXHIBIT A-1

**Northshore, LLC
Property Description**

The Property consists of three tracts:

TRACT I:

A certain tract of land lying and being in the Fifth (5th) Civil District of Hardin County, Tennessee on the south side of the Pyburn Road and the north side of Pickwick Lake, on the north side of Northshore Drive, and being a portion of the lands conveyed to RWP Properties, 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; follows:

BEGINNING at a rock found at the southeast corner of the Mack Harmon property described in Deed Book No. 135, Page No. 710 in the Register's Office of Hardin County, Tennessee, the same being an ell corner in the north boundary of the James R. Meade, Jr. property described as a 46.83 acre tract in Record Book No. 485, Page No. 230; runs thence North 79 degrees 43 minutes 03 seconds West, 134.96 feet to a no. 4 rebar set with steel witness post, the **TRUE POINT OF BEGINNING** of this 14.00 acre tract being a portion of the remainder of the RWP Properties, a partnership composed of J. Gilbert Parrish, Jr. and wife, Robin W. Parrish described in Record Book No. 501, Page No. 739; runs thence South 13 degrees 48 minutes 41 seconds East with the west boundary of Meade, 249.91 feet to a no. 4 rebar found with steel witness post; runs thence South 29 degrees 37 minutes 07 seconds East, 273.97 feet to a no. 4 rebar found with steel witness post in the north right-of-way of Northshore Drive, the southwest corner of the James R. Meade, Jr. property described as a 46.83 acre tract in Record Book No. 485, Page No. 230 and the southeast corner of this 14.00 acre tract; runs thence along a curve to the left from a tangent bearing South 73 degrees 42 minutes 39 seconds West, with a radius of 135.00 feet, through a central angle of 29 degrees 08 minutes 57 seconds, an arc distance of 68.68 feet; runs thence South 44 degrees 33 minutes 42 seconds West, 161.24 feet; thence along a curve to the left with a radius of 265.00 feet, through a central angle of 17 degrees 12 minutes 36 seconds, an arc distance of 79.60 feet to a no. 4 rebar set with steel witness post in the north right-of-way of Northshore Drive, the southeast corner of this 14.00 acre parcel; runs thence North 64 degrees 05 minutes 19 seconds West with a severance line crossing the eastern portion of the original tract of which this 14.00 acre tract is a part, 855.44 feet to a no. 4 rebar set with steel witness post, the southwest corner of this 14.00 acre tract; runs thence North 28 degrees 13 minutes 45 seconds West, 644.17 feet to a no. 4 rebar set with steel witness

Exhibit A-1 Page 1 of 6

post in the south boundary of the Mack Harmon property described in Deed Book No. 135, Page No. 710; runs thence South 82 degrees 27 minutes 29 seconds East with the south boundary of Harmon, 265.59 feet to a no. 4 rebar set with steel witness post; runs thence South 73 degrees 35 minutes 03 seconds East, 556.79 feet to an iron pin found; runs thence South 79 degrees 43 minutes 03 seconds East, 304.61 feet to the **POINT OF BEGINNING**, containing 14.00 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.

TRACT II:

A certain tract of land lying and being in the Fifth (5th) Civil District of Hardin County, Tennessee on the south side of the Pyburn Road and the north side of Pickwick Lake, on the north side of Northshore Drive, and being a portion of the lands conveyed to RWP Properties, 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; follows:

BEGINNING at a rock found at the southeast corner of the Mack Harmon property described in Deed Book No. 135, Page No. 710 in the Register's Office of Hardin County, Tennessee, the same being an ell corner in the north boundary of the James R. Meade, Jr. property described as a 46.83 acre tract in Record Book No. 485, Page No. 230; runs thence North 79 degrees 43 minutes 03 seconds West, 134.96 feet to a no. 4 rebar set with steel witness post; runs thence South 13 degrees 48 minutes 41 seconds East with the west boundary of Meade, 249.91 feet to a no. 4 rebar found with steel witness post; runs thence South 29 degrees 37 minutes 07 seconds East, 273.97 feet to a no. 4 rebar found with steel witness post in the north right-of-way of Northshore Drive, the southwest corner of the James R. Meade, Jr. property described as a 46.83 acre tract in Record Book No. 485, Page No. 230; runs thence along a curve to the left from a tangent bearing South 73 degrees 42 minutes 39 seconds West, with a radius of 135.00 feet, through a central angle of 29 degrees 08 minutes 57 seconds, an arc distance of 68.68 feet; runs thence South 44 degrees 33 minutes 42 seconds West, 161.24 feet; thence along a curve to the left with a radius of 265.00 feet, through a central angle of 17 degrees 12 minutes 36 seconds, an arc distance of 79.60 feet to a no. 4 rebar set with steel witness post in the north right-of-way of Northshore Drive, the northeast corner and **TRUE POINT OF BEGINNING** of this 14.00 acre parcel in the north right-of-way of Northshore Drive being a portion of the remainder of the RWP Properties, a

Exhibit A-1 Page 2 of 6

partnership composed of J. Gilbert Parrish, Jr. and wife, Robin W. Parrish described in Record Book No. 501, Page No. 739; runs thence along a curve to the left from a tangent bearing South 27 degrees 21 minutes 06 seconds West, with a radius of 265.00 feet, through a central angle of 34 degrees 50 minutes 54 seconds, an arc distance of 161.18 feet; runs thence South 7 degrees 29 minutes 47 seconds East, 35.79 feet; thence South 7 degrees 36 minutes 59 seconds East, 145.66 feet; thence South 16 degrees 27 minutes 45 seconds East, 147.39 feet; thence South 18 degrees 43 minutes 33 seconds East, 91.01 feet; thence South 16 degrees 03 minutes 03 seconds East, 89.94 feet; thence South 7 degrees 57 minutes 24 seconds East, 239.32 feet; thence along a curve to the right with a radius of 61.00 feet, through a central angle of 111 degrees 39 minutes 24 seconds, an arc distance of 118.88 feet; thence North 76 degrees 18 minutes 00 seconds West, 98.25 feet; thence North 52 degrees 04 minutes 23 seconds West, 252.84 feet; thence along a curve to the left with a radius of 186.00 feet, through a central angle of 73 degrees 00 minutes 28 seconds, an arc distance of 237.01 feet to a no. 4 rebar set with steel witness post in the north right-of-way of Northshore Drive; runs thence North 11 degrees 34 minutes 39 seconds West with a severance line crossing the original tract of which this 14.00 acre tract is a part, 407.10 feet to a no. 4 rebar set with steel witness post; runs thence North 16 degrees 33 minutes 44 seconds West, 779.91 feet to a no. 4 rebar set with steel witness post, the northwest corner of this 14.00 acre tract; runs thence South 64 degrees 05 minutes 19 seconds East, 855.44 feet to the **POINT OF BEGINNING**, containing 14.00 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.

TRACT III:

A certain tract of land lying and being in the Fifth (5th) Civil District of Hardin County, Tennessee on the south side of the Pyburn Road and the north side of Pickwick Lake, north of Northshore Drive, and being a portion of the lands conveyed to RWP Properties, 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; follows:

BEGINNING at TVA corner no. 1-170-A in the 423 contour on the north shore of Pickwick Landing Lake, the southwest corner of Tract XPR-201, and the southeast corner of the United States of America TVA tract, the most southerly southwest corner of the Montana Land Company, L.L.C. property described as a 1562.9 acre tract in Record Book No. 176, Page No.

Exhibit A-1 Page 3 of 6

216 in the Register's Office of Hardin County, Tennessee, the subject of a boundary survey conducted by David Parsons, Tennessee Licensed Land Surveyor No. 1693 in August of 1996; runs thence North 7 degrees 21 minutes 42 seconds West with an orange painted line marking the east boundary of the TVA reservation, passing the centerline of Northshore Drive at 784.60 feet, a total of 813.77 feet to an iron pin set in the existing north right-of-way of Northshore Drive, the **TRUE POINT OF BEGINNING OF THIS TRACT**; runs thence North 7 degrees 21 minutes 42 seconds West with the orange painted line marking the east boundary of the TVA reservation, 1174.21 feet to an angle iron, U. S. TVA marker 1-169; thence North 82 degrees 13 minutes 42 seconds West, 689.21 feet to TVA concrete monument HA-148; thence North 80 degrees 39 minutes 49 seconds West, 2267.50 feet to TVA angle iron HA-149 in the east boundary of the Wallace Howard and wife, Mae Howard property described in Deed Book No. 120, Page No. 536; runs thence North 7 degrees 21 minutes 17 seconds East with the east boundary of Howard, 773.62 feet to a spike in the center of a woods road; runs thence in said woods road and with the south boundary of the lands of John H. White, III as shown in Deed Book No. 52, Page No. 304, South 68 degrees 41 minutes 38 seconds East, 203.12 feet to a spike; thence North 87 degrees 56 minutes 23 seconds East, 34.25 feet to a spike in the center of a TVA powerline; thence South 85 degrees 37 minutes 54 seconds East, 56.78 feet to a spike; thence South 65 degrees 29 minutes 04 seconds East, 54.50 feet to a spike in the centerline of a TVA powerline; thence South 79 degrees 44 minutes 30 seconds East, 50.54 feet to a spike; thence North 80 degrees 34 minutes 27 seconds East, 233.35 feet to a spike; thence South 84 degrees 14 minutes 03 seconds East, 62.13 feet to a spike; thence South 87 degrees 05 minutes 09 seconds East, 80.06 feet to a spike; thence North 46 degrees 07 minutes 46 seconds East, 26.28 feet to a spike; thence North 55 degrees 31 minutes 11 seconds East, 295.52 feet to a spike; thence North 75 degrees 12 minutes 29 seconds East, 46.98 feet to a spike; thence South 87 degrees 30 minutes 29 seconds East, 46.08 feet to a spike; thence South 60 degrees 48 minutes 50 seconds East, 87.69 feet to a spike; thence South 40 degrees 55 minutes 45 seconds East, 148.65 feet to a spike; thence South 56 degrees 19 minutes 14 seconds East, 69.60 feet to a spike; thence South 84 degrees 44 minutes 44 seconds East, 41.79 feet to a spike; thence North 68 degrees 08 minutes 07 seconds East, 195.82 feet to a spike; thence North 88 degrees 33 minutes 32 seconds East, 145.57 feet to a spike; thence North 87 degrees 27 minutes 57 seconds East, 42.78 feet to a steel pin, the southeast corner of White in the west boundary of this tract; thence North 9 degrees 11 minutes 42 seconds East with White's east boundary, 600.00 feet to angle iron on the south side of Barnes Branch; thence North 9 degrees 11 minutes 42 seconds East, 11.44 feet to a point in Barnes Branch, the northeast corner of White; thence running up said branch with the lands of Yvonnia "Bonnie" Thomas (formally Churchwell property) as shown in Record Book No. 247, Page No. 882, South 81 degrees 13 minutes 10

Exhibit A-1 Page 4 of 6

seconds East, 47.02 feet; thence South 72 degrees 28 minutes 48 seconds East, 180.02 feet; thence North 62 degrees 34 minutes 07 seconds East, 107.54 feet; North 24 degrees 24 minutes 58 seconds East, 46.75 feet; North 54 degrees 18 minutes 26 seconds East, 46.37 feet; South 68 degrees 27 minutes 01 seconds East, 102.16 feet; North 83 degrees 02 minutes 05 seconds East, 212.72 feet; North 66 degrees 28 minutes 44 seconds East, 93.07 feet; North 49 degrees 56 minutes 10 seconds East, 27.95 feet; South 62 degrees 49 minutes 54 seconds East, 40.66 feet; North 85 degrees 16 minutes 52 seconds East, 237.31 feet; North 56 degrees 46 minutes 05 seconds East, 65.30 feet; North 20 degrees 22 minutes 12 seconds East, 61.82 feet; North 89 degrees 56 minutes 11 seconds East, 29.27 feet; North 8 degrees 29 minutes 34 seconds West, 60.72 feet; thence leaving said branch and running with the lands of Mack Harmon as shown in Deed Book No. 135, Page No. 710; runs thence South 82 degrees 27 minutes 29 seconds East, 1133.03 feet to a no. 4 rebar set with steel witness post, the northeast corner of this 189.61 acre tract; runs thence South 28 degrees 13 minutes 45 seconds East, 644.17 feet to a no. 4 rebar set with steel witness post; runs thence South 16 degrees 33 minutes 44 seconds East, 779.91 feet to a no. 4 rebar set with steel witness post; runs thence South 11 degrees 34 minutes 39 seconds East, 407.10 feet to a no. 4 rebar set in the north right-of-way of Northshore Drive, the southeast corner of this 189.61 acre tract; runs thence with the north right-of-way of Northshore Drive along a curve to the left with a radius of 186.00 feet, through a central angle of 4 degrees 22 minutes 16 seconds, an arc distance of 14.19 feet; thence South 49 degrees 56 minutes 05 seconds West, 49.36 feet; thence South 55 degrees 28 minutes 55 seconds West, 122.99 feet; thence South 48 degrees 31 minutes 43 seconds West, 101.03 feet; thence South 44 degrees 10 minutes 10 seconds West, 170.88 feet; thence South 41 degrees 00 minutes 32 seconds West, 202.89 feet; thence South 31 degrees 38 minutes 25 seconds West, 104.93 feet; thence South 34 degrees 55 minutes 14 seconds West, 121.19 feet; thence South 41 degrees 24 minutes 10 seconds West, 68.61 feet; thence South 44 degrees 55 minutes 18 seconds West, 91.68 feet; thence along a curve to the left with a radius of 397.00 feet, through a central angle of 37 degrees 13 minutes 11 seconds, an arc distance of 257.89 feet; thence South 7 degrees 42 minutes 06 seconds West, 87.08 feet; thence along a curve to the right from a tangent bearing South 7 degrees 42 minutes 06 seconds West, with a radius of 730.00 feet, through a central angle of 46 degrees 30 minutes 51 seconds, an arc distance of 592.63 feet; thence South 54 degrees 12 minutes 57 seconds West, 86.80 feet; thence along a curve to the right with a radius of 113.00 feet, through a central angle of 80 degrees 21 minutes 21 seconds, an arc distance of 158.48 feet; thence North 44 degrees 55 minutes 19 seconds West, 173.91 feet; thence along a curve to the left from a tangent bearing North 44 degrees 26 minutes 32 seconds West, with a radius of 293.00 feet, through a central angle of 40 degrees 14 minutes 24 seconds, an arc distance of 205.78 feet; thence North 84 degrees 40 minutes

Exhibit A-1 Page 5 of 6

56 seconds West, 17.62 feet; thence North 84 degrees 40 minutes 56 seconds West, 88.23 feet to the **POINT OF BEGINNING**, containing 189.61 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 during 2009.

BEING part of the same property conveyed to Grantor by instrument of record in **Book 677, Page 676**, in the Register of Deeds Office for Hardin County, Tennessee.

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

Exhibit A-1 Page 6 of 6

EXHIBIT A-2

Northshore, LLC

Drawing of the Property

(Drawing is attached immediately behind this page)

Exhibit A -2 Page 1 of 2

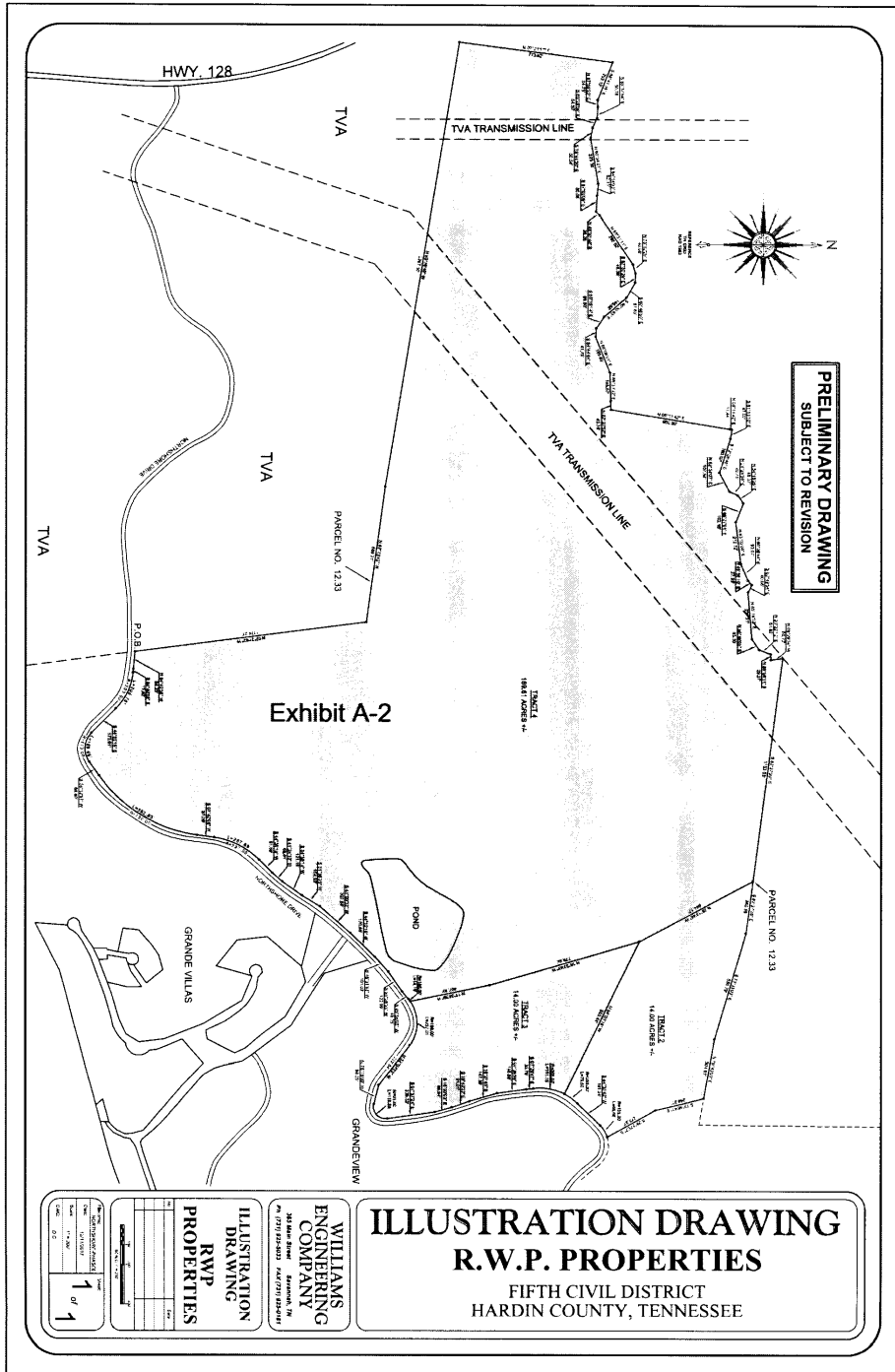


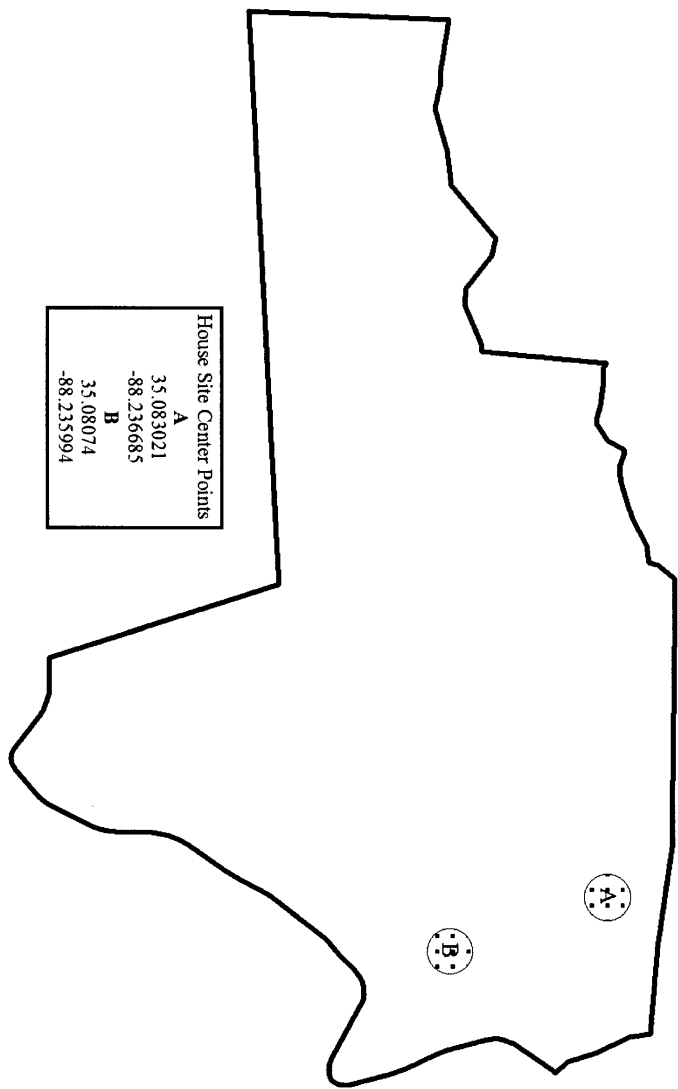
EXHIBIT B

Northshore, LLC
Drawing Depicting Homesites
(Drawing is attached immediately behind this page)



Exhibit B Page 1 of 2



Northshore, LLC Conservation Easement - - Hardin Co, TN
- - House Site Map - -



House Site Center Points	
A	35.083021
	-88.236685
B	35.08074
	-88.235994

-  Northshore, LLC Boundary
-  Northshore, LLC House Site

0 0.0375 0.075 0.15 0.225 Miles

This map was created by the Foothills Land Conservancy (FLC) for reference purposes only. The conservation easement boundary depicted herein is a representation and is not an actual easement boundary survey. It was compiled from the most authoritative information available and is believed to be accurate. The FLC is not responsible for any errors or omissions contained herein.
 Map prepared by Matthew Moore, 12/15/2017

EXHIBIT C

**Northshore, LLC
Legal Description of Homesites**

HomesiteA:

TO FIND THE POINT OF BEGINNING, start at the centerpoint of a circular tract, such centerpoint having coordinates of Latitude $35^{\circ}04'58.8756''$ (35.083021) North and Longitude $88^{\circ}14'12.0660''$ (88.236685) 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.

HomesiteB:

TO FIND THE POINT OF BEGINNING, start at the centerpoint of a circular tract, such centerpoint having coordinates of Latitude $35^{\circ}04'50.6640''$ (35.080740) North and Longitude $88^{\circ}14'09.5784''$ (87.235994) 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

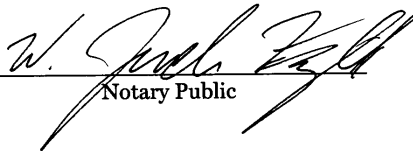
STATE OF Georgia
COUNTY OF Floyd

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



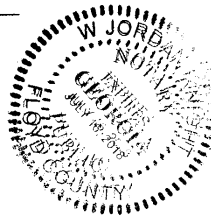
Affiant

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



Notary Public

My Commission expires: 7/16/18



Julie Gail Adkisson, Register
Hardin County Tennessee
Rec #: 126214 Instrument #: 133710
Rec'd: 260.00 Recorded
State: 0.00 12/28/2017 at 12:41 PM
Clerk: 0.00 in Record Book
Other: 2.00 680
Total: 262.00 Pgs 57-108

Affidavit Page 1 of 1

APPENDIX 8

QUIT CLAIM DEED

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 17 day of November, 2017, 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 NORTSHORE, 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:

TRACT 1

PHASE6E CONTAINING 123.94 ACRES

A certain tract of land lying in the Fifth Civil District of Hardin County, Tennessee on the south side of the Pyburn Road and the north side of Pickwick Lake, north of Lakeshore Drive, and being a portion of the lands conveyed to RWP Properties, 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; follows:

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

also 137-12.67
12.38
12.33

HARDIN COUNTY ASSESSOR # 1638
MAP 137 GP PL 12.01
COMM RES FARM
SPLIT V/I I BY: EH

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, 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

PHASE 6N CONTAINING 14.00 ACRES - TRACT NORTH

A certain tract of land lying in the Fifth Civil District of Hardin County, Tennessee on the south side of the Pyburn Road and the north side of Pickwick Lake, on the north side of Northshore Drive, and being a portion of the lands conveyed to RWP Properties, 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; follows:

Beginning at a rock found at the southeast corner of the Mack Harmon property described in Deed Book No. 135, Page No. 710 in the Register's Office of Hardin County, Tennessee, the same being an ell corner in the north boundary of the James R. Meade, Jr. property described as a 46.83 acre tract in Record Book No. 485, Page No. 230; runs thence North 79 degrees 43 minutes 03 seconds West, 134.96 feet to a no. 4 rebar set with steel witness post, the TRUE POINT OF BEGINNING of this 14.00 acre tract being a portion of the remainder of the RWP Properties, a partnership composed of J. Gilbert Parrish, Jr. and wife, Robin W. Parrish described in Record Book No. 501, Page No. 739 ; runs thence South 13 degrees 48 minutes 41 seconds East with the west boundary of Meade, 249.91 feet to a no. 4 rebar found with steel witness post; runs thence South 29 degrees 37 minutes 07 seconds East, 273.97 feet to a no. 4 rebar found with steel witness post in the north right-of-way of Northshore Drive, the southwest corner of the James R. Meade, Jr. property described as a 46.83 acre tract in Record Book No. 485, Page No. 230 and the southeast corner of this 14.00 acre tract; runs thence along a curve to the left from a tangent bearing South 73 degrees 42 minutes 39 seconds West, with a radius of 135.00 feet, through a central angle of 29 degrees 08 minutes 57 seconds, an arc distance of 68.68 feet; runs thence South 44 degrees 33 minutes 42 seconds West, 161.24 feet; thence along a curve to the left with a radius of 265.00 feet, through a central angle of 17 degrees 12 minutes 36 seconds, an arc distance of 79.60 feet to a no. 4 rebar set with steel witness post in the north right-of-way of Northshore Drive, the southeast corner of this 14.00 acre parcel; runs thence North 64 degrees 05 minutes 19 seconds West with a severance line crossing the eastern portion of the original tract of which this 14.00 acre tract is a part, 855.44 feet to a no. 4 rebar set with steel witness post, the southwest corner of this 14.00 acre tract; runs thence North 28 degrees 13 minutes 45 seconds West, 644.17 feet to a no. 4 rebar set with steel witness post in the south boundary of the Mack Harmon property described in Deed Book No. 135, Page No. 710; runs thence South 82 degrees 27 minutes 29 seconds East with the south boundary of Harmon, 265.59 feet to a no. 4 rebar set with steel witness post; runs thence South 73 degrees 35 minutes 03 seconds East, 556.79 feet to an iron pin found; runs thence South 79 degrees 43 minutes 03 seconds East, 304.61 feet to the point of beginning, containing 14.00 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.

TRACT III

PHASE 6S CONTAINING 14.00 ACRES - TRACT SOUTH

A certain tract of land lying in the Fifth Civil District of Hardin County, Tennessee on the south side of the Pyburn Road and the north side of Pickwick Lake, on the north side of Northshore Drive, and being

a portion of the lands conveyed to RWP Properties, 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; follows:

Beginning at a rock found at the southeast corner of the Mack Harmon property described in Deed Book No. 135, Page No. 710 in the Register's Office of Hardin County, Tennessee, the same being an ell corner in the north boundary of the James R. Meade, Jr. property described as a 46.83 acre tract in Record Book No. 485, Page No. 230; runs thence North 79 degrees 43 minutes 03 seconds West, 134.96 feet to a no. 4 rebar set with steel witness post; runs thence South 13 degrees 48 minutes 41 seconds East with the west boundary of Meade, 249.91 feet to a no. 4 rebar found with steel witness post; runs thence South 29 degrees 37 minutes 07 seconds East, 273.97 feet to a no. 4 rebar found with steel witness post in the north right-of-way of Northshore Drive, the southwest corner of the James R. Meade, Jr. property described as a 46.83 acre tract in Record Book No. 485, Page No. 230; runs thence along a curve to the left from a tangent bearing South 73 degrees 42 minutes 39 seconds West, with a radius of 135.00 feet, through a central angle of 29 degrees 08 minutes 57 seconds, an arc distance of 68.68 feet; runs thence South 44 degrees 33 minutes 42 seconds West, 161.24 feet; thence along a curve to the left with a radius of 265.00 feet, through a central angle of 17 degrees 12 minutes 36 seconds, an arc distance of 79.60 feet to a no. 4 rebar set with steel witness post in the north right-of-way of Northshore Drive, the northeast corner and TRUE POINT OF BEGINNING of this 14.00 acre parcel in the north right-of-way of Northshore Drive being a portion of the remainder of the RWP Properties, a partnership composed of J. Gilbert Parrish, Jr. and wife, Robin W. Parrish described in Record Book No. 501, Page No. 739; runs thence along a curve to the left from a tangent bearing South 27 degrees 21 minutes 06 seconds West, with a radius of 265.00 feet, through a central angle of 34 degrees 50 minutes 54 seconds, an arc distance of 161.18 feet; runs thence South 7 degrees 29 minutes 47 seconds East, 35.79 feet; thence South 7 degrees 36 minutes 59 seconds East, 145.66 feet; thence South 16 degrees 27 minutes 45 seconds East, 147.39 feet; thence South 18 degrees 43 minutes 33 seconds East, 91.01 feet; thence South 16 degrees 03 minutes 03 seconds East, 89.94 feet; thence South 7 degrees 57 minutes 24 seconds East, 239.32 feet; thence along a curve to the right with a radius of 61.00 feet, through a central angle of 111 degrees 39 minutes 24 seconds, an arc distance of 118.88 feet; thence North 76 degrees 18 minutes 00 seconds West, 98.25 feet; thence North 52 degrees 04 minutes 23 seconds West, 252.84 feet; thence along a curve to the left with a radius of 186.00 feet, through a central angle of 73 degrees 00 minutes 28 seconds, an arc distance of 237.01 feet to a no. 4 rebar set with steel witness post in the north right-of-way of Northshore Drive; runs thence North 11 degrees 34 minutes 39 seconds West with a severance line crossing the original tract of which this 14.00 acre tract is a part, 407.10 feet to a no. 4 rebar set with steel witness post; runs thence North 16 degrees 33 minutes 44 seconds West, 779.91 feet to a no. 4 rebar set with steel witness post, the northwest corner of this 14.00 acre tract; runs thence South 64 degrees 05 minutes 19 seconds East, 855.44 feet to the point of beginning, 14.00 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.

TRACT IV

PHASE 6W CONTAINING 189.61 ACRES

A certain tract of land lying in the Fifth Civil District of Hardin County, Tennessee on the south side of the Pyburn Road and the north side of Pickwick Lake, north of Northshore Drive, and being a portion of the lands conveyed to RWP Properties, 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; follows:

Beginning at TVA corner no. 1-170-A in the 423 contour on the north shore of Pickwick Landing Lake, the southwest corner of Tract XPR-201, and the southeast corner of the United States of America TVA tract, the most southerly southwest corner of the Montana Land Company, L.L.C. property described as a 1562.9 acre tract in Record Book No. 176, Page No. 216 in the Register's Office of Hardin County, Tennessee, the subject of a boundary survey conducted by David Parsons, Tennessee Licensed Land Surveyor No. 1693 in August of 1996; runs thence North 7 degrees 21 minutes 42 seconds West with an orange painted line marking the east boundary of the TVA reservation, passing the centerline of

Northshore Drive at 784.60 feet, a total of 813.77 feet to an iron pin set in the existing north right-of-way of Northshore Drive, the TRUE POINT OF BEGINNING OF THIS TRACT; runs thence North 7 degrees 21 minutes 42 seconds West with the orange painted line marking the east boundary of the TVA reservation, 1174.21 feet to an angle iron, U. S. TVA marker 1-169; thence North 82 degrees 13 minutes 42 seconds West, 689.21 feet to TVA concrete monument HA-148; thence North 80 degrees 39 minutes 49 seconds West, 2267.50 feet to TVA angle iron HA-149 in the east boundary of the Wallace Howard and wife, Mae Howard property described in Deed Book No. 120, Page No. 536; runs thence North 7 degrees 21 minutes 17 seconds East with the east boundary of Howard, 773.62 feet to a spike in the center of a woods road; runs thence in said woods road and with the south boundary of the lands of John H. White, III as shown in Deed Book No. 52, Page No. 304, South 68 degrees 41 minutes 38 seconds East, 203.12 feet to a spike; thence North 87 degrees 56 minutes 23 seconds East, 34.25 feet to a spike in the center of a TVA powerline; thence South 85 degrees 37 minutes 54 seconds East, 56.78 feet to a spike; thence South 65 degrees 29 minutes 04 seconds East, 54.50 feet to a spike in the centerline of a TVA powerline; thence South 79 degrees 44 minutes 30 seconds East, 50.54 feet to a spike; thence North 80 degrees 34 minutes 27 seconds East, 233.35 feet to a spike; thence South 84 degrees 14 minutes 03 seconds East, 62.13 feet to a spike; thence South 87 degrees 05 minutes 09 seconds East, 80.06 feet to a spike; thence North 46 degrees 07 minutes 46 seconds East, 26.28 feet to a spike; thence North 55 degrees 31 minutes 11 seconds East, 295.52 feet to a spike; thence North 75 degrees 12 minutes 29 seconds East, 46.98 feet to a spike; thence South 87 degrees 30 minutes 29 seconds East, 46.08 feet to a spike; thence South 60 degrees 48 minutes 50 seconds East, 87.69 feet to a spike; thence South 40 degrees 55 minutes 45 seconds East, 148.65 feet to a spike; thence South 56 degrees 19 minutes 14 seconds East, 69.60 feet to a spike; thence South 84 degrees 44 minutes 44 seconds East, 41.79 feet to a spike; thence North 68 degrees 08 minutes 07 seconds East, 195.82 feet to a spike; thence North 88 degrees 33 minutes 32 seconds East, 145.57 feet to a spike; thence North 87 degrees 27 minutes 57 seconds East, 42.78 feet to a steel pin, the southeast corner of White in the west boundary of this tract; thence North 9 degrees 11 minutes 42 seconds East with White's east boundary, 600.00 feet to angle iron on the south side of Barnes Branch; thence North 9 degrees 11 minutes 42 seconds East, 11.44 feet to a point in Barnes Branch, the northeast corner of White; thence running up said branch with the lands of Yvonnia "Bonnie" Thomas (formally Churchwell property) as shown in Record Book No. 247, Page No. 882, South 81 degrees 13 minutes 10 seconds East, 47.02 feet; thence South 72 degrees 28 minutes 48 seconds East, 180.02 feet; thence North 62 degrees 34 minutes 07 seconds East, 107.54 feet; North 24 degrees 24 minutes 58 seconds East, 46.75 feet; North 54 degrees 18 minutes 26 seconds East, 46.37 feet; South 68 degrees 27 minutes 01 seconds East, 102.16 feet; North 83 degrees 02 minutes 05 seconds East, 212.72 feet; North 66 degrees 28 minutes 44 seconds East, 93.07 feet; North 49 degrees 56 minutes 10 seconds East, 27.95 feet; South 62 degrees 49 minutes 54 seconds East, 40.66 feet; North 85 degrees 16 minutes 52 seconds East, 237.31 feet; North 56 degrees 46 minutes 05 seconds East, 65.30 feet; North 20 degrees 22 minutes 12 seconds East, 61.82 feet; North 89 degrees 56 minutes 11 seconds East, 29.27 feet; North 8 degrees 29 minutes 34 seconds West, 60.72 feet; thence leaving said branch and running with the lands of Mack Harmon as shown in Deed Book No. 135, Page No. 710; runs thence South 82 degrees 27 minutes 29 seconds East, 1133.03 feet to a no. 4 rebar set with steel witness post, the northeast corner of this 189.61 acre tract; runs thence South 28 degrees 13 minutes 45 seconds East, 644.17 feet to a no. 4 rebar set with steel witness post; runs thence South 16 degrees 33 minutes 44 seconds East, 779.91 feet to a no. 4 rebar set with steel witness post; runs thence South 11 degrees 34 minutes 39 seconds East, 407.10 feet to a no. 4 rebar set in the north right-of-way of Northshore Drive, the southeast corner of this 189.61 acre tract; runs thence with the north right-of-way of Northshore Drive along a curve to the left with a radius of 186.00 feet, through a central angle of 4 degrees 22 minutes 16 seconds, an arc distance of 14.19 feet; thence South 49 degrees 56 minutes 05 seconds West, 49.36 feet; thence South 55 degrees 28 minutes 55 seconds West, 122.99 feet; thence South 48 degrees 31 minutes 43 seconds West, 101.03 feet; thence South 44 degrees 10 minutes 10 seconds West, 170.88 feet; thence South 41 degrees 00 minutes 32 seconds West, 202.89 feet; thence South 31 degrees 38 minutes 25 seconds West, 104.93 feet; thence South 34 degrees 55 minutes 14 seconds West, 121.19 feet; thence South 41 degrees 24 minutes 10 seconds West, 68.61 feet; thence South 44 degrees 55 minutes 18 seconds West, 91.68 feet; thence along a curve to the left with a radius of 397.00 feet, through a central angle of 37 degrees 13 minutes 11 seconds, an arc distance of 257.89 feet; thence South 7 degrees 42 minutes 06 seconds West, 87.08 feet; thence along a curve to the right from a tangent bearing South 7 degrees 42 minutes 06 seconds West, with a radius of 730.00 feet, through a central angle of 46 degrees 30 minutes 51 seconds, an arc distance of 592.63 feet; thence South 54 degrees 12 minutes 57 seconds West, 86.80 feet; thence along a curve to the right with a radius of 113.00 feet, through a central angle of 80 degrees 21 minutes 21 seconds, an arc distance of 158.48 feet; thence North 44 degrees 55 minutes 19 seconds West, 173.91 feet; thence along a curve to the left from a tangent bearing North 44 degrees 26 minutes 32 seconds

West, with a radius of 293.00 feet, through a central angle of 40 degrees 14 minutes 24 seconds, an arc distance of 205.78 feet; thence North 84 degrees 40 minutes 56 seconds West, 17.62 feet; thence North 84 degrees 40 minutes 56 seconds West, 88.23 feet to the point of beginning, containing 189.61 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 during 2009.

TRACT V

DESCRIPTION OF 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 VI

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.

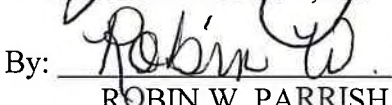
TRACT VII

Further conveyed herein are two tracts or parcels of land the first containing 24.30 acres and the second containing 24.59 acres as shown on the attached Exhibit A.

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: 
J. GILBERT PARRISH, JR.

By: 
ROBIN W. PARRISH

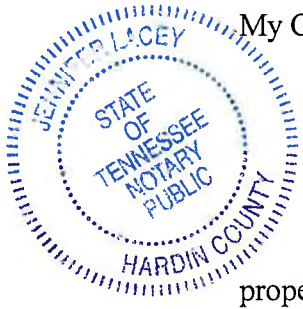
STATE OF TENNESSEE
COUNTY OF HARDIN

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 17 day of November, 2017.

My Commission Expires: 01/03/18

Jennifer Lacey
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 17 day of November, 2017.

My Commission expires: 01/03/18

Jennifer Lacey
NOTARY PUBLIC

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

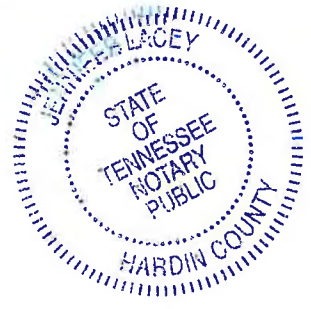


EXHIBIT "A"

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.

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.

Record Book 501 Pg 739

Julie Gail Adkisson, Register
 Hardin County Tennessee
 Rec #: 125685 Instrument #: 133165
 Rec'd: 50.00 Recorded
 State: 0.00 11/17/2017 at 10:10 AM
 Clerk: 0.00 in Record Book
 Other: 2.00 677
 Total: 52.00 Pgs 676-685

~~Julie Gail Adkisson, Register
 Hardin County Tennessee
 Rec #: 101369 Instrument #: 108612
 Rec'd: 35.00 Recorded
 State: 1030.23 6/19/2013 at 9:53 AM
 Clerk: 1.00 in Record Book
 Other: 2.00 580
 Total: 1068.23 Pgs 726-732~~

APPENDIX 7

SURVEY/MAP OF PROPERTY

PRELIMINARY DRAWING
SUBJECT TO REVISION

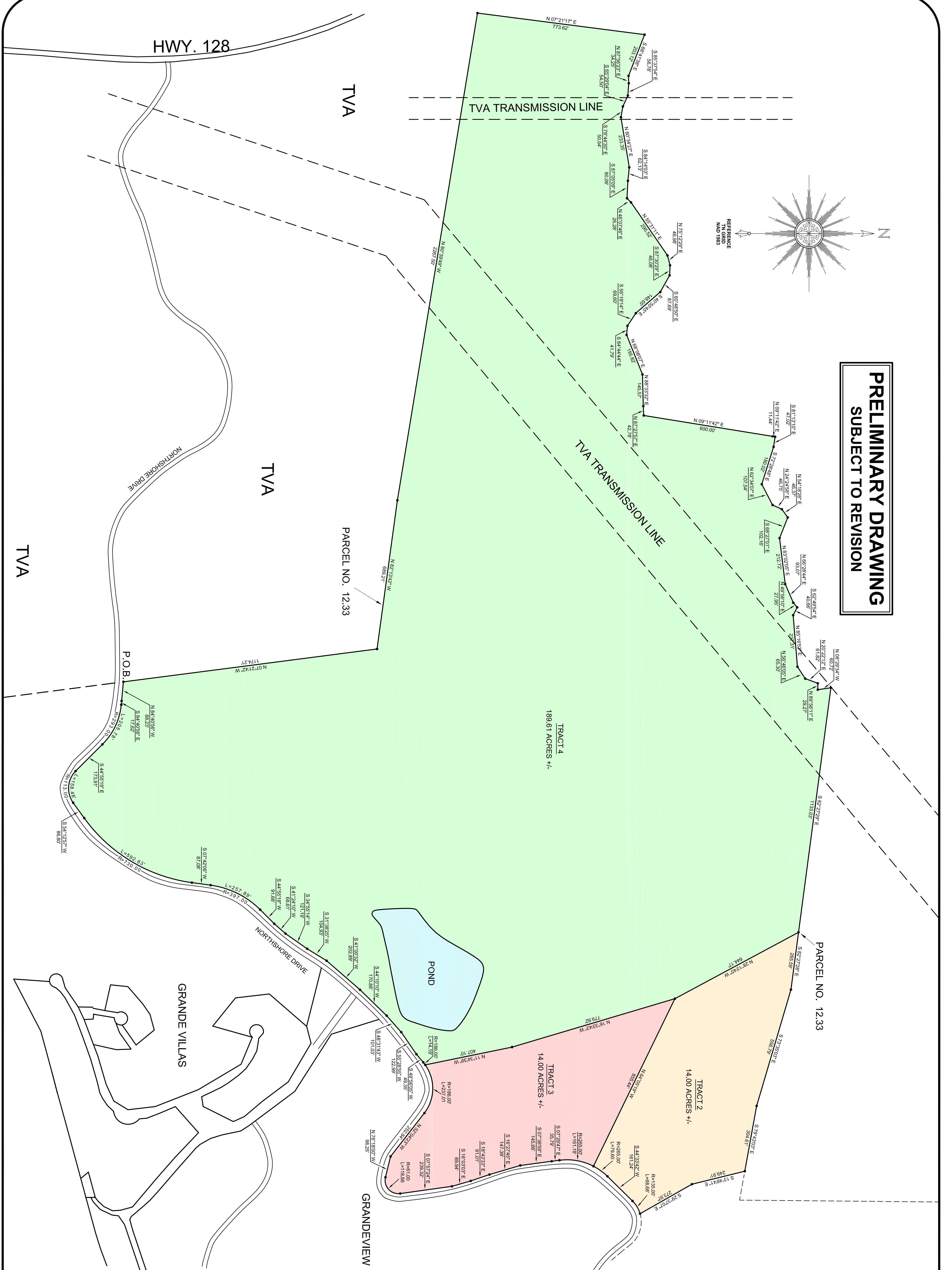
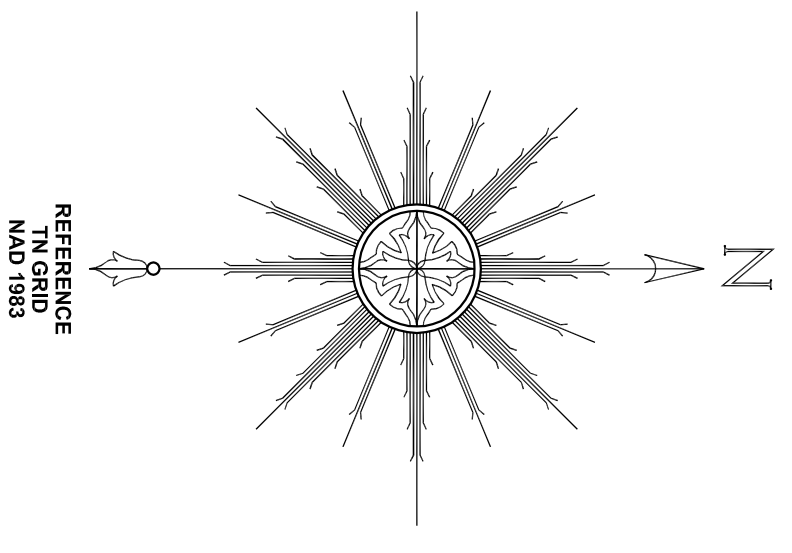
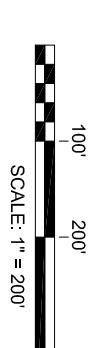


ILLUSTRATION DRAWING
R.W.P. PROPERTIES
 FIFTH CIVIL DISTRICT
 HARDIN COUNTY, TENNESSEE

WILLIAMS ENGINEERING COMPANY
 365 Main Street Savannah, TN
 Ph. (731) 925-5033 FAX (731) 925-0181

ILLUSTRATION DRAWING
RWP PROPERTIES

No.	Date:



File Name: NORTHSHORE-PHASE6
 Date: 12/11/2017
 Scale: 1" = 200'
 DWG: D.C.

TRACT II

PHASE 6N CONTAINING 14.00 ACRES - TRACT NORTH

A certain tract of land lying in the Fifth Civil District of Hardin County, Tennessee on the south side of the Pyburn Road and the north side of Pickwick Lake, on the north side of Northshore Drive, and being a portion of the lands conveyed to RWP Properties, 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; follows:

Beginning at a rock found at the southeast corner of the Mack Harmon property described in Deed Book No. 135, Page No. 710 in the Register's Office of Hardin County, Tennessee, the same being an ell corner in the north boundary of the James R. Meade, Jr. property described as a 46.83 acre tract in Record Book No. 485, Page No. 230; runs thence North 79 degrees 43 minutes 03 seconds West, 134.96 feet to a no. 4 rebar set with steel witness post, the TRUE POINT OF BEGINNING of this 14.00 acre tract being a portion of the remainder of the RWP Properties, a partnership composed of J. Gilbert Parrish, Jr. and wife, Robin W. Parrish described in Record Book No. 501, Page No. 739 ; runs thence South 13 degrees 48 minutes 41 seconds East with the west boundary of Meade, 249.91 feet to a no. 4 rebar found with steel witness post; runs thence South 29 degrees 37 minutes 07 seconds East, 273.97 feet to a no. 4 rebar found with steel witness post in the north right-of-way of Northshore Drive, the southwest corner of the James R. Meade, Jr. property described as a 46.83 acre tract in Record Book No. 485, Page No. 230 and the southeast corner of this 14.00 acre tract; runs thence along a curve to the left from a tangent bearing South 73 degrees 42 minutes 39 seconds West, with a radius of 135.00 feet, through a central angle of 29 degrees 08 minutes 57 seconds, an arc distance of 68.68 feet; runs thence South 44 degrees 33 minutes 42 seconds West, 161.24 feet; thence along a curve to the left with a radius of 265.00 feet, through a central angle of 17 degrees 12 minutes 36 seconds, an arc distance of 79.60 feet to a no. 4 rebar set with steel witness post in the north right-of-way of Northshore Drive, the southeast corner of this 14.00 acre parcel; runs thence North 64 degrees 05 minutes 19 seconds West with a severance line crossing the eastern portion of the original tract of which this 14.00 acre tract is a part, 855.44 feet to a no. 4 rebar set with steel witness post, the southwest corner of this 14.00 acre tract; runs thence North 28 degrees 13 minutes 45 seconds West, 644.17 feet to a no. 4 rebar set with steel witness post in the south boundary of the Mack Harmon property described in Deed Book No. 135, Page No. 710; runs thence South 82 degrees 27 minutes 29 seconds East with the south boundary of Harmon, 265.59 feet to a no. 4 rebar set with steel witness post; runs thence South 73 degrees 35 minutes 03 seconds East, 556.79 feet to an iron pin found; runs thence South 79 degrees 43 minutes 03 seconds East, 304.61 feet to the point of beginning, containing 14.00 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.

TRACT III

PHASE6 CONTAINING 14.00 ACRES - TRACT SOUTH

A certain tract of land lying in the Fifth Civil District of Hardin County, Tennessee on the south side of the Pyburn Road and the north side of Pickwick Lake, on the north side of Northshore Drive, and being a portion of the lands conveyed to RWP Properties, 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; follows:

Beginning at a rock found at the southeast corner of the Mack Harmon property described in Deed Book No. 135, Page No. 710 in the Register's Office of Hardin County, Tennessee, the same being an ell corner in the north boundary of the James R. Meade, Jr. property described as a 46.83 acre tract in Record Book No. 485, Page No. 230; runs thence North 79 degrees 43 minutes 03 seconds West, 134.96 feet to a no. 4 rebar set with steel witness post; runs thence South 13 degrees 48 minutes 41 seconds East with the west boundary of Meade, 249.91 feet to a no. 4 rebar found with steel witness post; runs thence South 29 degrees 37 minutes 07 seconds East, 273.97 feet to a no. 4 rebar found with steel witness post in the north right-of-way of Northshore Drive, the southwest corner of the James R. Meade, Jr. property described as a 46.83 acre tract in Record Book No. 485, Page No. 230; runs thence along a curve to the left from a tangent bearing South 73 degrees 42 minutes 39 seconds West, with a radius of 135.00 feet, through a central angle of 29 degrees 08 minutes 57 seconds, an arc distance of 68.68 feet; runs thence South 44 degrees 33 minutes 42 seconds West, 161.24 feet; thence along a curve to the left with a radius of 265.00 feet, through a central angle of 17 degrees 12 minutes 36 seconds, an arc distance of 79.60 feet to a no. 4 rebar set with steel witness post in the north right-of-way of Northshore Drive, the northeast corner and TRUE POINT OF BEGINNING of this 14.00 acre parcel in the north right-of-way of Northshore Drive being a portion of the remainder of the RWP Properties, a partnership composed of J. Gilbert Parrish, Jr. and wife, Robin W. Parrish described in Record Book No. 501, Page No. 739; runs thence along a curve to the left from a tangent bearing South 27 degrees 21 minutes 06 seconds West, with a radius of 265.00 feet, through a central angle of 34 degrees 50 minutes 54 seconds, an arc distance of 161.18 feet; runs thence South 7 degrees 29 minutes 47 seconds East, 35.79 feet; thence South 7 degrees 36 minutes 59 seconds East, 145.66 feet; thence South 16 degrees 27 minutes 45 seconds East, 147.39 feet; thence South 18 degrees 43 minutes 33 seconds East, 91.01 feet; thence South 16 degrees 03 minutes 03 seconds East, 89.94 feet; thence South 7 degrees 57 minutes 24 seconds East, 239.32 feet; thence along a curve to the right with a radius of 61.00 feet, through a central angle of 111 degrees 39 minutes 24 seconds, an arc distance of 118.88 feet; thence North 76 degrees 18 minutes 00 seconds West, 98.25 feet; thence North 52 degrees 04 minutes 23 seconds West, 252.84 feet; thence along a curve to the left with a radius of 186.00 feet, through a central angle of 73 degrees 00 minutes 28 seconds, an arc distance of 237.01 feet to a no. 4 rebar set with steel witness post in the north right-of-way of Northshore Drive; runs thence North 11 degrees 34 minutes 39 seconds West with a severance line crossing the original tract of which this 14.00 acre tract is a part, 407.10 feet to a no. 4 rebar set with steel witness post; runs thence North 16 degrees 33 minutes 44 seconds West, 779.91 feet to a no. 4 rebar set with steel witness post, the northwest corner of this 14.00 acre tract; runs thence South 64 degrees 05 minutes 19 seconds East, 855.44 feet to the point of beginning, 14.00 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.

TRACT IV

PHASE 6W CONTAINING 189.61 ACRES

A certain tract of land lying in the Fifth Civil District of Hardin County, Tennessee on the south side of the Pyburn Road and the north side of Pickwick Lake, north of Northshore Drive, and being a portion of the lands conveyed to RWP Properties, 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; follows:

Beginning at TVA corner no. 1-170-A in the 423 contour on the north shore of Pickwick Landing Lake, the southwest corner of Tract XPR-201, and the southeast corner of the United States of America TVA tract, the most southerly southwest corner of the Montana Land Company, L.L.C. property described as a 1562.9 acre tract in Record Book No. 176, Page No. 216 in the Register's Office of Hardin County, Tennessee, the subject of a boundary survey conducted by David Parsons, Tennessee Licensed Land Surveyor No. 1693 in August of 1996; runs thence North 7 degrees 21 minutes 42 seconds West with an orange painted line marking the east boundary of the TVA reservation, passing the centerline of Northshore Drive at 784.60 feet, a total of 813.77 feet to an iron pin set in the existing north right-of-way of Northshore Drive, the TRUE POINT OF BEGINNING OF THIS TRACT; runs thence North 7 degrees 21 minutes 42 seconds West with the orange painted line marking the east boundary of the TVA reservation, 1174.21 feet to an angle iron, U. S. TVA marker 1-169; thence North 82 degrees 13 minutes 42 seconds West, 689.21 feet to TVA concrete monument HA-148; thence North 80 degrees 39 minutes 49 seconds West, 2267.50 feet to TVA angle iron HA-149 in the east boundary of the Wallace Howard and wife, Mae Howard property described in Deed Book No. 120, Page No. 536; runs thence North 7 degrees 21 minutes 17 seconds East with the east boundary of Howard, 773.62 feet to a spike in the center of a woods road; runs thence in said woods road and with the south boundary of the lands of John H. White, III as shown in Deed Book No. 52, Page No. 304, South 68 degrees 41 minutes 38 seconds East, 203.12 feet to a spike; thence North 87 degrees 56 minutes 23 seconds East, 34.25 feet to a spike in the center of a TVA powerline; thence South 85 degrees 37 minutes 54 seconds East, 56.78 feet to a spike; thence South 65 degrees 29 minutes 04 seconds East, 54.50 feet to a spike in the centerline of a TVA powerline; thence South 79 degrees 44 minutes 30 seconds East, 50.54 feet to a spike; thence North 80 degrees 34 minutes 27 seconds East, 233.35 feet to a spike; thence South 84 degrees 14 minutes 03 seconds East, 62.13 feet to a spike; thence South 87 degrees 05 minutes 09 seconds East, 80.06 feet to a spike; thence North 46 degrees 07 minutes 46 seconds East, 26.28 feet to a spike; thence North 55 degrees 31 minutes 11 seconds East, 295.52 feet to a spike; thence North 75 degrees 12 minutes 29 seconds East, 46.98 feet to a spike; thence South 87 degrees 30 minutes 29 seconds East, 46.08 feet to a spike; thence South 60 degrees 48 minutes 50 seconds East, 87.69 feet to a spike; thence South 40 degrees 55 minutes 45 seconds East, 148.65 feet to a spike; thence South 56 degrees 19 minutes 14 seconds East, 69.60 feet to a spike; thence South 84

degrees 44 minutes 44 seconds East, 41.79 feet to a spike; thence North 68 degrees 08 minutes 07 seconds East, 195.82 feet to a spike; thence North 88 degrees 33 minutes 32 seconds East, 145.57 feet to a spike; thence North 87 degrees 27 minutes 57 seconds East, 42.78 feet to a steel pin, the southeast corner of White in the west boundary of this tract; thence North 9 degrees 11 minutes 42 seconds East with White's east boundary, 600.00 feet to angle iron on the south side of Barnes Branch; thence North 9 degrees 11 minutes 42 seconds East, 11.44 feet to a point in Barnes Branch, the northeast corner of White; thence running up said branch with the lands of Yvonnia "Bonnie" Thomas (formally Churchwell property) as shown in Record Book No. 247, Page No. 882, South 81 degrees 13 minutes 10 seconds East, 47.02 feet; thence South 72 degrees 28 minutes 48 seconds East, 180.02 feet; thence North 62 degrees 34 minutes 07 seconds East, 107.54 feet; North 24 degrees 24 minutes 58 seconds East, 46.75 feet; North 54 degrees 18 minutes 26 seconds East, 46.37 feet; South 68 degrees 27 minutes 01 seconds East, 102.16 feet; North 83 degrees 02 minutes 05 seconds East, 212.72 feet; North 66 degrees 28 minutes 44 seconds East, 93.07 feet; North 49 degrees 56 minutes 10 seconds East, 27.95 feet; South 62 degrees 49 minutes 54 seconds East, 40.66 feet; North 85 degrees 16 minutes 52 seconds East, 237.31 feet; North 56 degrees 46 minutes 05 seconds East, 65.30 feet; North 20 degrees 22 minutes 12 seconds East, 61.82 feet; North 89 degrees 56 minutes 11 seconds East, 29.27 feet; North 8 degrees 29 minutes 34 seconds West, 60.72 feet; thence leaving said branch and running with the lands of Mack Harmon as shown in Deed Book No. 135, Page No. 710; runs thence South 82 degrees 27 minutes 29 seconds East, 1133.03 feet to a no. 4 rebar set with steel witness post, the northeast corner of this 189.61 acre tract; runs thence South 28 degrees 13 minutes 45 seconds East, 644.17 feet to a no. 4 rebar set with steel witness post; runs thence South 16 degrees 33 minutes 44 seconds East, 779.91 feet to a no. 4 rebar set with steel witness post; runs thence South 11 degrees 34 minutes 39 seconds East, 407.10 feet to a no. 4 rebar set in the north right-of-way of Northshore Drive, the southeast corner of this 189.61 acre tract; runs thence with the north right-of-way of Northshore Drive along a curve to the left with a radius of 186.00 feet, through a central angle of 4 degrees 22 minutes 16 seconds, an arc distance of 14.19 feet; thence South 49 degrees 56 minutes 05 seconds West, 49.36 feet; thence South 55 degrees 28 minutes 55 seconds West, 122.99 feet; thence South 48 degrees 31 minutes 43 seconds West, 101.03 feet; thence South 44 degrees 10 minutes 10 seconds West, 170.88 feet; thence South 41 degrees 00 minutes 32 seconds West, 202.89 feet; thence South 31 degrees 38 minutes 25 seconds West, 104.93 feet; thence South 34 degrees 55 minutes 14 seconds West, 121.19 feet; thence South 41 degrees 24 minutes 10 seconds West, 68.61 feet; thence South 44 degrees 55 minutes 18 seconds West, 91.68 feet; thence along a curve to the left with a radius of 397.00 feet, through a central angle of 37 degrees 13 minutes 11 seconds, an arc distance of 257.89 feet; thence South 7 degrees 42 minutes 06 seconds West, 87.08 feet; thence along a curve to the right from a tangent bearing South 7 degrees 42 minutes 06 seconds West, with a radius of 730.00 feet, through a central angle of 46 degrees 30 minutes 51 seconds, an arc distance of 592.63 feet; thence South 54 degrees 12 minutes 57 seconds West, 86.80 feet; thence along a curve to the right with a radius of 113.00 feet, through a central angle of 80 degrees 21 minutes 21 seconds, an arc distance of 158.48 feet; thence North 44 degrees 55 minutes 19 seconds West, 173.91 feet; thence along a curve to the left from a tangent bearing North 44 degrees 26 minutes 32 seconds West, with a radius of 293.00 feet, through a central angle of 40 degrees 14 minutes 24 seconds, an arc distance of 205.78 feet; thence North 84 degrees 40 minutes 56 seconds West, 17.62 feet; thence North 84 degrees 40 minutes 56 seconds West, 88.23 feet to the point of beginning, containing 189.61 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 during 2009.

Hardin (036)	Jan 1 Owner	Current Owner	NORTHSHORE DR				
Tax Year 2024 Reappraisal 2023	NORTHSHORE LLC	145 JOHN DAVENPORT DRIVE	Ctrl Map:	Group:	Parcel:	PI:	SI:
	145 JOHN DAVENPORT DRIVE	ROME GA 30165	137		012.33		000
	ROME GA 30165						

Value Information

Land Market Value:	\$492,700	Land Use Value:	\$78,600
Improvement Value:	\$0	Improvement Value:	\$0
Total Market Appraisal:	\$492,700	Total Use Appraisal:	\$78,600
		Assessment Percentage:	25%
		Assessment:	\$19,650

Additional Information

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

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: 0	Utilities - Electricity: 01 - PUBLIC
Utilities - Water/Sewer: 12 - NONE / NONE	Zoning:
Utilities - Gas/Gas Type: 00 - NONE	

Outbuildings & Yard Items

Building #	Type	Description	Units
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Sale Information

Long Sale Information list on subsequent pages

Land Information

Deed Acres: 0 **Calculated Acres:** 224 **Total Land Units:** 224

Land Code	Soil Class	Units
62 - WOODLAND 2	P	212.80
23 - NONPROD		11.20

Sale Information

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
11/17/2017	\$0	677	676	V - VACANT	QC - QUITCLAIM DEED	-
9/11/2009	\$0	501	739		-	-
2/1/2007	\$2,000,000	433	179	I - IMPROVED	WD - WARRANTY DEED	A - ACCEPTED
6/7/2006	\$30,000,000	410	489	V - VACANT	WD - WARRANTY DEED	P - MULTIPLE PARCELS
5/5/2006	\$0	407	220		-	-
9/30/1996	\$0	176	213		-	-
10/26/1992	\$0	160	275		-	-
10/26/1992	\$0	153	662		-	-
4/26/1990	\$0	140	334		-	-
12/27/1989	\$0	138	579		-	-
5/11/1988	\$0	131	615		-	-



HIGH LIABILITY AUTHORIZATION REQUEST

If checked, this request supplements an earlier request dated: 11-20-17

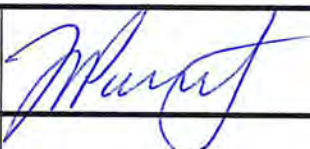
FILE # / DATES / OFFICE: File/Order #, Date Submitted 12-5-17, Estimated Closing Date, Agent Stars #, Direct BUID #, National Agent Yes No, NCS #, Is NCS Involved? Don't Know Yes No, Agent; or Title Office, Contact Name, Title, E-mail Gil Parrish, Parrishgil@gmail.com, Phone, Fax, Cell (optional), Company Name J. B. Ibet Parrish, JR., Attorney at Law, Address 403 BRANTON ST UNIT 9, SAVANNAH, TN 38371

REASON FOR REQUEST: (Check all boxes that apply) Over Underwriting Limit or Considered High Liability, Mechanics' Lien Coverage, Other Unusual Risk, ITEMS ATTACHED: Prelim. Report(s) / Commitment(s), Prior Policy(ies), Pro Forma Policy(ies), Reinsurance Request form, Mechanics' Lien Risk Assessment, Survey Map, Other (Explain)

TRANSACTION INFORMATION: Address Northshore Drive, State TN, County HAROLD, Transaction Name Southeast Conservation Group, LLC, Current Use Raw land, Mixed Use, Possession Owner, Survey & Insp. Survey No Dated 11-20-17, Inspection No Dated, Title Search Examination from 1956 to DATE, Describe starters or prior policies relied on FIRST AMERICAN 5279095 10-1-96 (W. Lee Lakkey Atty), Summary of Transaction: Lender's Policy Issued First American 5011300-11411 45e 1-7-14, Sale of a portion of prior policies insured property.

UNUSUAL RISK: (Some unusual risks require higher underwriting authority limits for approval. Check previous underwriting guidance.)

(Check NONE or all that apply and explain in the "Summary of Transaction.") NONE, Access concerns?, Affirmative Insurance via Sch. B?, Bankruptcy?, Construction commenced, recently completed or contemplated, Creditors' Rights in back chain?, Deed in Lieu of Foreclosure?, Energy Project?, Forfeiture to government?, Hospital or Health Care Facility?, Indemnity being taken?, Native American Lands or Tribe involved?, Inspection Revealed Risks?, Oil, Gas or Minerals excepted or the subject of a lease?, PACA/PASA trust potential?, Receiver selling property?, Railroad owns, previously owned or is adjacent to the Land?, Subordination will establish insured mortgage's priority?, Survey Issues?, Waterway, Wetlands or Tidelands adjoins, passes through or previously passed through the Land?, Other (Explain in Summary of Trans.)

POLICY INFORMATION:						File/Order #					
Policy 1 <input checked="" type="checkbox"/> Owner's <input type="checkbox"/> Loan		Amount \$ <u>1,500,000</u>		Estate / Interest <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Lease <input type="checkbox"/> Other:							
Name of Insured <u>1 Southeast Conservation Group, LLC</u>											
Type of Policy <input checked="" type="checkbox"/> ALTA <input type="checkbox"/> CLTA or		<input type="checkbox"/> 2006 or		<input checked="" type="checkbox"/> Standard or <input type="checkbox"/> Extended							
Exceptions deleted from policy & reason											
Policy 2 <input type="checkbox"/> Owner's <input type="checkbox"/> Loan		Amount \$		Estate / Interest <input type="checkbox"/> Fee <input type="checkbox"/> Lease <input type="checkbox"/> Other:							
Name of Insured											
Type of Policy <input type="checkbox"/> ALTA <input type="checkbox"/> CLTA or		<input type="checkbox"/> 2006 or		<input type="checkbox"/> Standard or <input type="checkbox"/> Extended							
Exceptions deleted from policy & reason											
Policy 3 <input type="checkbox"/> Owner's <input type="checkbox"/> Loan		Amount \$		Estate / Interest <input type="checkbox"/> Fee <input type="checkbox"/> Lease <input type="checkbox"/> Other:							
Name of Insured											
Type of Policy <input type="checkbox"/> ALTA <input type="checkbox"/> CLTA or		<input type="checkbox"/> 2006 or		<input type="checkbox"/> Standard or <input type="checkbox"/> Extended							
Exceptions deleted from policy & reason											
REINSURANCE / COINSURANCE / SPECIAL PRICING:											
<input type="checkbox"/> Reinsurance – If required by customer, check box and complete Reinsurance Request form											
<input type="checkbox"/> Co-insurance (Explain)											
<input type="checkbox"/> Rewrite or reissue pricing (Explain)											
ENDORSEMENTS (ALTA, CLTA or FA #'s indicated for convenience) <input type="checkbox"/> See below. <input type="checkbox"/> See attached list. <input type="checkbox"/> See Pro Forma Policy											
1	2	3	Indicate Policy at left and Endorsement at right			1	2	3	Indicate Policy at left and Endorsement at right		
			Access and Entry (17, 17.1)						Mtg. Mod. (attach copy)		
			Abuts Open Public Street (103.7)						Mortgage Tax (38)		
			Aggregation / Tie In (12, 12.1)						Non-Imputation (15, 15.1, 15.2)		
			Arbitration (attach copy)						Policy Authorization (39)		
			Assignment of Mortgage (10)						Private Rights (9.6, 9.9)		
			Assignment of Rents or Leases (37)						Restr., Encroach., Minerals (9, 9.7, 9.10)		
			Coinsurance (23)						Revolving Credit (attach copy)		
			Contiguity (19, 19.1)						Shared Appreciation (30, 30.1)		
			CC&Rs (9.1, 9.2, 9.3, 9.8)						Street Assessment (1)		
			Date Down (attach copy)						Subdivision (26)		
			Doing Business (24)						Survey, Same As (25, 25.1)		
			Easement(s) (28, 103.1, 103.3)						Tax Credit (attach copy)		
			Encroachment(s) (28.1, 28.2)						Tax Parcel (18, 18.1)		
			Energy Project (36, 36.1-36.6, FA series)						Usury (27)		
			Environmental Protection Liens (8.1, 8.2, FA 40)						Utilities Access (17.2)		
			First Loss (20)						Variable Rate Interest (6, 6.2)		
			Foundation (102.4 – 102.7)						Water Rights (103.5, 103.8)		
			Future Advance (14, 14.1 – 14.3)						Zoning (3, 3.1, 3.2)		
			Identified Risk (34, 110.7)								
			Interest Rate Swap (29, 29.1 – 29.3)								
			Lack of Signatures (attach copy)								
			Location (22, 22.1, 116)								
			Mech. Liens (32, 32.1, 32.2, FA 61, FA 61.1)								
			Minerals (35, 35.1 – 35.3)								
SIGNATURES:											
Submitter							Approver 1			Date: <u>12-5-17</u>	
Conditions of Approval:							Approver 2			Date:	
<input type="checkbox"/> See additional sheet.											

First American Title Insurance Company

Commitment Number: NORTSHORE.LLC

SCHEDULE A

- 1. Effective Date: December 5, 2017 at 11:30 AM
- 2. Policy or Policies to be issued: Amount
 - (a) Owner's Policy (ALTA Own. Policy (10/17/92)) \$ 1,500,000.00
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:
NORTSHORE, LLC.
- 5. The land referred to in the Commitment is described as follows:
SEE EXHIBIT A ATTACHED HERETO

By: _____
Authorized Officer or Agent



First American Title Insurance Company

Commitment Number: NORTSHORE.LLC

EXHIBIT A
PROPERTY DESCRIPTION

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

TRACT II

PHASE 6N - TRACT NORTH

Beginning at a rock found at the southeast corner of the Mack Harmon property described in Deed Book No. 135, Page No. 710 in the Register's Office of Hardin County, Tennessee, the same being an ell corner in the north boundary of the James R. Meade, Jr. property described as a 46.83 acre tract in Record Book No. 485, Page No. 230; runs thence North 79 degrees 43 minutes 03 seconds West, 134.96 feet to a no. 4 rebar set with steel witness post, the TRUE POINT OF BEGINNING of this 14.00 acre tract being a portion of the remainder of the RWP Properties, a partnership composed of J. Gilbert Parrish, Jr. and wife, Robin W. Parrish described in Record Book No. 501, Page No. 739; runs thence South 13 degrees 48 minutes 41 seconds East with the west boundary of Meade, 249.91 feet to a no. 4 rebar found with steel witness post; runs thence South 29 degrees 37 minutes 07 seconds East, 273.97 feet to a no. 4 rebar found with steel witness post in the north right-of-way of Northshore Drive, the southwest corner of the James R. Meade, Jr. property described as a 46.83 acre tract in Record Book No. 485, Page No. 230 and the southeast corner of this 14.00 acre tract; runs thence along a curve to the left from a tangent bearing South 73 degrees 42 minutes 39 seconds West, with a radius of 135.00 feet, through a central angle of 29 degrees 08 minutes 57 seconds, an arc distance of 68.68 feet; runs thence South 44 degrees 33 minutes 42 seconds West, 161.24 feet; thence along a curve to the left with a radius of 265.00 feet, through a central angle of 17 degrees 12 minutes 36 seconds, an arc distance of 79.60 feet to a no. 4 rebar set with steel witness post in the north right-of-way of Northshore Drive, the southeast corner of this 14.00 acre parcel; runs thence North 64 degrees 05 minutes 19 seconds West with a severance line crossing the eastern portion of the original tract of which this 14.00 acre tract is a part, 855.44 feet to a no. 4 rebar set with steel witness post, the southwest corner of this 14.00 acre tract; runs thence North 28 degrees 13 minutes 45 seconds West, 644.17 feet to a no. 4 rebar set with steel witness post in the south boundary of the Mack Harmon property described in Deed Book No. 135, Page No. 710; runs thence South 82 degrees 27 minutes 29 seconds East with the south boundary of Harmon, 265.59 feet to a no. 4 rebar set with steel witness post; runs thence South 73 degrees 35 minutes 03 seconds East, 556.79 feet to an iron pin found; runs thence South 79 degrees 43 minutes 03 seconds East, 304.61 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.

TRACT III

PHASE6 - TRACT SOUTH

Beginning at a rock found at the southeast corner of the Mack Harmon property described in Deed Book No. 135, Page No. 710 in the Register's Office of Hardin County, Tennessee, the same being an ell corner in the north boundary of the James R. Meade, Jr. property described as a 46.83 acre tract in Record Book No. 485, Page No. 230; runs thence North 79 degrees 43 minutes 03 seconds West, 134.96 feet to a no. 4 rebar set with steel witness post;
runs thence South 13 degrees 48 minutes 41 seconds East with the west boundary of Meade, 249.91 feet to a no. 4 rebar found with steel witness post; runs thence South 29 degrees 37 minutes 07 seconds East, 273.97

EXHIBIT A
(Continued)

Commitment Number: NORTSHORE.LLC

feet to a no. 4 rebar found with steel witness post in the north right-of-way of Northshore Drive, the southwest corner of the James R. Meade, Jr. property described as a 46.83 acre tract in Record Book No. 485, Page No. 230; runs thence along a curve to the left from a tangent bearing South 73 degrees 42 minutes 39 seconds West, with a radius of 135.00 feet, through a central angle of 29 degrees 08 minutes 57 seconds, an arc distance of 68.68 feet; runs thence South 44 degrees 33 minutes 42 seconds West, 161.24 feet; thence along a curve to the left with a radius of 265.00 feet, through a central angle of 17 degrees 12 minutes 36 seconds, an arc distance of 79.60 feet to a no. 4 rebar set with steel witness post in the north right-of-way of Northshore Drive, the northeast corner and TRUE POINT OF BEGINNING of this 14.00 acre parcel in the north right-of-way of Northshore Drive being a portion of the remainder of the RWP Properties, a partnership composed of J. Gilbert Parrish, Jr. and wife, Robin W. Parrish described in Record Book No. 501, Page No. 739; runs thence along a curve to the left from a tangent bearing South 27 degrees 21 minutes 06 seconds West, with a radius of 265.00 feet, through a central angle of 34 degrees 50 minutes 54 seconds, an arc distance of 161.18 feet; runs thence South 7 degrees 29 minutes 47 seconds East, 35.79 feet; thence South 7 degrees 36 minutes 59 seconds East, 145.66 feet; thence South 16 degrees 27 minutes 45 seconds East, 147.39 feet; thence South 18 degrees 43 minutes 33 seconds East, 91.01 feet; thence South 16 degrees 03 minutes 03 seconds East, 89.94 feet; thence South 7 degrees 57 minutes 24 seconds East, 239.32 feet; thence along a curve to the right with a radius of 61.00 feet, through a central angle of 111 degrees 39 minutes 24 seconds, an arc distance of 118.88 feet; thence North 76 degrees 18 minutes 00 seconds West, 98.25 feet; thence North 52 degrees 04 minutes 23 seconds West, 252.84 feet; thence along a curve to the left with a radius of 186.00 feet, through a central angle of 73 degrees 00 minutes 28 seconds, an arc distance of 237.01 feet to a no. 4 rebar set with steel witness post in the north right-of-way of Northshore Drive; runs thence North 11 degrees 34 minutes 39 seconds West with a severance line crossing the original tract of which this 14.00 acre tract is a part, 407.10 feet to a no. 4 rebar set with steel witness post; runs thence North 16 degrees 33 minutes 44 seconds West, 779.91 feet to a no. 4 rebar set with steel witness post, the northwest corner of this 14.00 acre tract; runs thence South 64 degrees 05 minutes 19 seconds East, 855.44 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.

TRACT IV

PHASE 6W

Beginning at TVA corner no. 1-170-A in the 423 contour on the north shore of Pickwick Landing Lake, the southwest corner of Tract XPR-201, and the southeast corner of the United States of America TVA tract, the most southerly southwest corner of the Montana Land Company, L.L.C. property described as a 1562.9 acre tract in Record Book No. 176, Page No. 216 in the Register's Office of Hardin County, Tennessee, the subject of a boundary survey conducted by David Parsons, Tennessee Licensed Land Surveyor No. 1693 in August of 1996; runs thence North 7 degrees 21 minutes 42 seconds West with an orange painted line marking the east boundary of the TVA reservation, passing the centerline of Northshore Drive at 784.60 feet, a total of 813.77 feet to an iron pin set in the existing north right-of-way of Northshore Drive, the TRUE POINT OF BEGINNING OF THIS TRACT; runs thence North 7 degrees 21 minutes 42 seconds West with the orange painted line marking the east boundary of the TVA reservation, 1174.21 feet to an angle iron, U. S. TVA marker 1-169; thence North 82 degrees 13 minutes 42 seconds West, 689.21 feet to TVA concrete monument HA-148; thence North 80 degrees 39 minutes 49 seconds West, 2267.50 feet to TVA angle iron HA-149 in the east boundary of the Wallace Howard and wife, Mae Howard property described in Deed Book No. 120, Page No. 536; runs thence North 7 degrees 21 minutes 17 seconds East with the east boundary of Howard, 773.62 feet

EXHIBIT A
(Continued)

Commitment Number: NORTSHORE.LLC

to a spike in the center of a woods road; runs thence in said woods road and with the south boundary of the lands of John H. White, III as shown in Deed Book No. 52, Page No. 304, South 68 degrees 41 minutes 38 seconds East, 203.12 feet to a spike; thence North 87 degrees 56 minutes 23 seconds East, 34.25 feet to a spike in the center of a TVA powerline; thence South 85 degrees 37 minutes 54 seconds East, 56.78 feet to a spike; thence South 65 degrees 29 minutes 04 seconds East, 54.50 feet to a spike in the centerline of a TVA powerline; thence South 79 degrees 44 minutes 30 seconds East, 50.54 feet to a spike; thence North 80 degrees 34 minutes 27 seconds East, 233.35 feet to a spike; thence South 84 degrees 14 minutes 03 seconds East, 62.13 feet to a spike; thence South 87 degrees 05 minutes 09 seconds East, 80.06 feet to a spike; thence North 46 degrees 07 minutes 46 seconds East, 26.28 feet to a spike; thence North 55 degrees 31 minutes 11 seconds East, 295.52 feet to a spike; thence North 75 degrees 12 minutes 29 seconds East, 46.98 feet to a spike; thence South 87 degrees 30 minutes 29 seconds East, 46.08 feet to a spike; thence South 60 degrees 48 minutes 50 seconds East, 87.69 feet to a spike; thence South 40 degrees 55 minutes 45 seconds East, 148.65 feet to a spike; thence South 56 degrees 19 minutes 14 seconds East, 69.60 feet to a spike; thence South 84 degrees 44 minutes 44 seconds East, 41.79 feet to a spike; thence North 68 degrees 08 minutes 07 seconds East, 195.82 feet to a spike; thence North 88 degrees 33 minutes 32 seconds East, 145.57 feet to a spike; thence North 87 degrees 27 minutes 57 seconds East, 42.78 feet to a steel pin, the southeast corner of White in the west boundary of this tract; thence North 9 degrees 11 minutes 42 seconds East with White's east boundary, 600.00 feet to angle iron on the south side of Barnes Branch; thence North 9 degrees 11 minutes 42 seconds East, 11.44 feet to a point in Barnes Branch, the northeast corner of White; thence running up said branch with the lands of Yvonnia "Bonnie" Thomas (formally Churchwell property) as shown in Record Book No. 247, Page No. 882, South 81 degrees 13 minutes 10 seconds East, 47.02 feet; thence South 72 degrees 28 minutes 48 seconds East, 180.02 feet; thence North 62 degrees 34 minutes 07 seconds East, 107.54 feet; North 24 degrees 24 minutes 58 seconds East, 46.75 feet; North 54 degrees 18 minutes 26 seconds East, 46.37 feet; South 68 degrees 27 minutes 01 seconds East, 102.16 feet; North 83 degrees 02 minutes 05 seconds East, 212.72 feet; North 66 degrees 28 minutes 44 seconds East, 93.07 feet; North 49 degrees 56 minutes 10 seconds East, 27.95 feet; South 62 degrees 49 minutes 54 seconds East, 40.66 feet; North 85 degrees 16 minutes 52 seconds East, 237.31 feet; North 56 degrees 46 minutes 05 seconds East, 65.30 feet; North 20 degrees 22 minutes 12 seconds East, 61.82 feet; North 89 degrees 56 minutes 11 seconds East, 29.27 feet; North 8 degrees 29 minutes 34 seconds West, 60.72 feet; thence leaving said branch and running with the lands of Mack Harmon as shown in Deed Book No. 135, Page No. 710; runs thence South 82 degrees 27 minutes 29 seconds East, 1133.03 feet to a no. 4 rebar set with steel witness post, the northeast corner of this 189.61 acre tract; runs thence South 28 degrees 13 minutes 45 seconds East, 644.17 feet to a no. 4 rebar set with steel witness post; runs thence South 16 degrees 33 minutes 44 seconds East, 779.91 feet to a no. 4 rebar set with steel witness post; runs thence South 11 degrees 34 minutes 39 seconds East, 407.10 feet to a no. 4 rebar set in the north right-of-way of Northshore Drive, the southeast corner of this 189.61 acre tract; runs thence with the north right-of-way of Northshore Drive along a curve to the left with a radius of 186.00 feet, through a central angle of 4 degrees 22 minutes 16 seconds, an arc distance of 14.19 feet; thence South 49 degrees 56 minutes 05 seconds West, 49.36 feet; thence South 55 degrees 28 minutes 55 seconds West, 122.99 feet; thence South 48 degrees 31 minutes 43 seconds West, 101.03 feet; thence South 44 degrees 10 minutes 10 seconds West, 170.88 feet; thence South 41 degrees 00 minutes 32 seconds West, 202.89 feet; thence South 31 degrees 38 minutes 25 seconds West, 104.93 feet; thence South 34 degrees 55 minutes 14 seconds West, 121.19 feet; thence South 41 degrees 24 minutes 10 seconds West, 68.61 feet; thence South 44 degrees 55 minutes 18 seconds West, 91.68 feet; thence along a curve to the left with a radius of 397.00 feet, through a central angle of 37 degrees 13 minutes 11 seconds, an arc distance of 257.89 feet; thence South 7 degrees 42 minutes 06 seconds West, 87.08 feet; thence along a curve to the right from a tangent bearing South 7 degrees 42 minutes 06 seconds West, with a radius of 730.00 feet, through a central angle of 46 degrees 30 minutes 51 seconds, an arc distance of 592.63 feet; thence South 54 degrees 12 minutes 57 seconds West, 86.80 feet; thence along a curve to the right with a radius of 113.00 feet, through a central angle of 80 degrees 21 minutes 21 seconds, an arc distance of

EXHIBIT A
(Continued)

Commitment Number: NORTSHORE.LLC

158.48 feet; thence North 44 degrees 55 minutes 19 seconds West, 173.91 feet; thence along a curve to the left from a tangent bearing North 44 degrees 26 minutes 32 seconds West, with a radius of 293.00 feet, through a central angle of 40 degrees 14 minutes 24 seconds, an arc distance of 205.78 feet; thence North 84 degrees 40 minutes 56 seconds West, 17.62 feet; thence North 84 degrees 40 minutes 56 seconds West, 88.23 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 during 2009.

First American Title Insurance Company

Commitment Number: NORTHSHORE.LLC

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.

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 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.
 - e. 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.
 - f. Subject to TVA transmission line easements which cross said property.
 - g. 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 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.
 - h. No insurance is provided as to the amount of acreage contained in the insured property.
 - i. Rights of upper and lower riparian owners to the flow of the waters of Anderson Hollow free from diminution or pollution.

See Modifying Agreement in
Deed Book 132, Page 790,
9-14-88 Joyce Hosen (MS)

See Book 147, Page 542-12-16-91
Corrected Deed See Book
147 Page 546 Joyce Hosen (MS)

See Modifying Agreement in
Deed Book 130, page 405.
3-16-88. J. Hosen, Reg. Eng.

Return to: David J. Johnson, 780 Ridge Lake Blvd., Suite 202, Memphis, TN 38119
Prepared by: Ross & Parrish, Attorneys; Savannah, TN 38372

See Deed
Book 137,
Page 539-
9-25-89
J. Hosen, Reg. Eng.

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of \$1,540,000.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TENNESSEE RIVER PULP & PAPER COMPANY, a corporation organized and existing under the laws of the state of Delaware, with its principal office in Counce, Tennessee, hereinafter sometimes referred to as Grantor, has bargained and sold and does hereby bargain, sell, transfer, and convey unto E. BENARD BLASINGAME, a resident and citizen of Adamsville, McNairy County, Tennessee, hereinafter sometimes referred to as Grantee, his heirs and assigns forever, in fee simple, certain real property located in the 5th Civil District of Hardin County, Tennessee, composed of TVA tracts XPR-201, XPR-202, XPR-203 and XPR-204, which tracts lie adjoining and form and are treated as one tract of land which is bounded and described according to a survey made by Baker & Baker Surveyors on October 14, 1986, as follows, to-wit:

STATE TRANSFER TAX PAID
IN AMOUNT OF \$4312.00
ON THIS INSTRUMENT

See Deed Book
143, page
622, 623.

2-5-91-
J. Hosen, Reg. Eng.

See Deed
Book 143,
page 758-

2-22-91-
J. Hosen, Reg. Eng.

See Deed
Book 144,
Page 665
5-2-91
Joyce Hosen
(MS)

See Deed
Book 145
page 74.

May 18,
1991-
J. Hosen,
Reg. Eng.

See Deed
Book 146
Page 924
10-10-91
Joyce Hosen
(MS)

BEGINNING at a point 1-170A in the 423 foot contour of Pickwick Landing Lake, the southwest corner of Tract XPR-201, and a southeast corner of the United States of America's TVA tract, and the most western southwest corner of the tract herein conveyed; thence leaving contour N 7° 37' W, passing metal marker 1-170 ARM at 1 ft., in all 1985 ft. to a metal marker 1-169; thence S 80° 40' east 1217 ft. to U.S. TVA Monument HA 147; coordinates N 257,384, E 1,330,441; thence S 88° 13' E 396 ft. to U.S. TVA Monument HA 146 buried in a woods road; thence N 84° 10' E 1060 ft. to U.S. TVA Monument HA 145; thence N 7° 10' E 1321 ft. to U.S. TVA Monument HA 144; thence S 88° 55' E 785 ft. to U.S. TVA Monument HA 143 in the centerline of Bover Branch; thence S 88° 50' E 610 ft. to U.S. TVA Monument HA 142; thence N 6° 10' E 1893 ft. to US TVA Monument HA 141; thence S 82° 50' E 1790 ft. to HA 140 (coordinates N 260,438, E 1,335,330); Thence N 55° 10' E, passing U.S. TVA Monument HA 139 at 1585 ft., in all 3689 ft. to U.S. TVA HA 138; thence S 69° 55' E 2049 ft. to U.S. TVA Monument HA 137; thence S 69° 50' E 2460 ft. to U.S. TVA Monument HA 136; thence S 69° 55' E 1978 ft. to U.S. TVA Monument HA 135; thence S 9° 15' W 1245 ft. to U.S. TVA Monument HA 135A; thence S 9° 20' W 1676 ft. to U.S. TVA Monument HA 134 (coordinates N 257,432, E 1,343,976); thence S 8° 15' W 1156 ft. to U.S. TVA Monument HA 133; thence N 85° 03' W 472 ft. to a metal marker 1-1A in the 423' contour on the east shores of an inlet of the lake; thence with the 423' contour as it meanders in a northerly direction and subsequently in a southwesterly direction to a point 193A (coordinates N 255,322, E 1,342,510); thence leaving the contour N 3° 16' W, passing metal marker 193A-RM at 5 ft., in all 1090 ft. to a metal marker 194; thence N 13° 57' E 1243 ft. to metal marker 195; thence N 41° 02' W with the centerline of transmission line 141 ft. to metal marker 196-A in the 423' contour on the east shore of the Haw Branch embayment of the lake; thence with the 423' contour as it meanders up the embayment in a general northerly direction to the north end of the embayment and subsequently down the west shore of the embayment in a general southerly direction to a metal marker 197-A (coordinates N 257,916, E 1,341,902) on the south side of a small inlet; thence leaving the contour S 19° 00' W, 925 ft. to a metal marker 198-A in the 423' contour on the north shore of an inlet of the lake; thence with the 423' contour as it meanders in a westerly direction and subsequently in a southeasterly direction to a metal marker 199-A (coordinates N 256,932, E 1,341,564) on the south side of the inlet and in the prolongation of the last mentioned straight line course; thence leaving the contour S 19° 00' W 1005 ft. to a metal marker 200-A in the 423' contour on the shore of the lake; thence

See Modification Agreement in
Deed Book 134, page 867.
Mar. 8, 1985- J. Hosen, Reg. Eng.

See Modification Agreement in
Deed Book 139, page 520.
Mar. 8, 1990- J. Hosen, Reg. Eng.

See Deed Book 142,
page 825-
Nov. 15, 1990-
J. Hosen, Reg. Eng.

See Deed Book 146, Page 902
10-9-91 Joyce Hosen
(MS)

HARDIN COUNTY
ASSESSOR'S OFFICE

COMM _____ RES _____ FARM
ASSESSOR _____

MAP 137 GP _____ PL 12.00 DEPUTY Edna Jones

COMPLETE _____ PARTIAL SALE # 53
VAC IMP _____

with the 423' contour as it meanders in a westerly direction and subsequently in a general northerly direction on the east shore of Bluff Creek Embayment of the lake to the northwest end of the embayment and subsequently down the west shore of the embayment in a general southerly direction to the mouth of Bluff Creek, continuing with the 423' contour as it meanders in a westerly direction to an inlet and subsequently with the east shore of said inlet in a northerly direction to the north end of the embayment and subsequently down the west shore of the embayment in a general southern direction to the mouth of said inlet, continuing with 423' contour as it meanders in a westerly direction to a large inlet and subsequently with the east shore of said inlet in a northern direction to the north end of the embayment and subsequently down the west shore of the embayment in a general southern direction to 1-161A (coordinates N 257,654, E 1,335,319); thence leaving the contour N 19° 48' W 1745 ft., passing a metal marker 1-161ARM at 11 ft., to a metal marker (1-162A) in the 423' contour on the east shore of an embayment of the lake; thence with the 423' contour as it meanders in a general northerly direction to a metal marker 1-163A; thence continuing with 423' contour as it meanders around the north end of the embayment and subsequently in a southern direction to a metal marker 1-168A (coordinates N 259,289, E 1,334,242); thence leaving contour S 12° 27' W 579 ft. to a metal marker (1-167A) in the 423' contour on the north shore of an inlet of the lake; thence with the 423' contour as it meanders around the west end of the inlet in a general southern direction to a metal marker (1-166A) (coordinates N 258,480, E 1,334,174); thence leaving the contour S 13° 58' E 494 ft. to a metal marker (1-165A) in the 423' contour on the northwest shore of an inlet of the lake; thence with the 423' contour as it meanders around the west end of the inlet in a general southern direction to a metal marker (1-164A) (coordinates N 257,816, E 1,334, 339); thence leaving the contour S 13° 58' E 300 ft., passing a metal marker (1-171 ARM) at 298 ft., to a point in the 423' contour at metal marker 1-171A on the shore of Pickwick Landing Lake; thence with the 423' contour as it meanders in a general westerly direction to Bover Branch and subsequently with the east shore of said inlet in a northern direction to the north end of a small inlet subsequently down the west shore of the embayment to the main inlet subsequently in a northern direction to the north end of the embayment and subsequently down the west shore of the embayment in a general southern direction to the mouth of Bover Branch inlet, continuing with 423' contour as it meanders in a general westerly direction to the beginning, containing 1120 acres, more or less, gross. Part of the above described tract of land was conveyed to Tennessee River Pulp & Paper Company by The First National Bank of Birmingham, as Trustee, by deed dated November 20, 1959, recorded in Deed Book 45, page 19, in the Register's Office of said county, and the remainder of the same was conveyed to Tennessee River Pulp & Paper by Herman A. Keeton and William A. Smith, by deed dated June 12, 1969, recorded in Deed Book 63, page 223, in said Register's Office.

The portion of the above described property which was conveyed to Herman A. Keeton and William A. Smith by the United States of America by deed dated April 20, 1956, filed for record December 31, 1956 and recorded in Deed Book 40, page 121 in the Register's Office of said county and designated as Tract XPR-203 and containing 296 acres, more or less includes the right of ingress and egress to and from the waters of Pickwick Landing Lake over and upon the adjoining land lying between the 423 ft. contour elevation and the waters of the lake and this right of ingress and egress to and from Tract XPR-203 is also conveyed herewith.

Tennessee River Pulp & Paper Company also conveys to the grantee herein three permanent easements each one hundred feet in width for access to and from the property herein conveyed over adjoining land owned by the grantor, two of which are non-exclusive easements and extend fifty feet in width on each side of two lines described as follows:

Line One

BEGINNING at a steel post, the same being an inner corner of Tennessee River Pulp & Paper Co. and the northeast corner of Bryce Sawyer; thence S 05° 01' W 382 ft. to the centerline of Bruton Branch and Pickwick Road; thence with said road as follows: N 86° 16' E 128.7 ft., N 87° 16' E 150 ft., N 89° 11' E 200 ft., S 88° 59' E 150 ft., S 87° 09' E 150 ft., S 85° 42' E 851.6 ft., S 86° 07' E 100 ft., S 88° 18' E 100 ft., N 88° 42' E 100 ft., N 85° 49' E 100 ft., to

See Release Book 63 Page 688
 This 15 day of July, 1969
 By Joey Hosson Reg

the true beginning of said 100 ft. wide access easement; thence with the centerline of said easement, an existing woods road as follows: S 28° 43' E 66 ft., S 42° 31' E 90 ft., S 16° 55' E 90 ft., S 09° 01' W 75 ft., S 52° 41' E 400 ft., S 43° 14' E 100 ft., S 55° 09' E 140 ft., S 61° 50' E 100 ft., S 40° 04' E 100 ft., S 24° 54' E 100 ft., S 51° 33' E 100 ft., S 83° 04' E 90 ft., S 71° 51' E 245 ft., S 57° 54' E 50 ft., S 74° 18' E 130 ft., N 85° 54' E 100 ft., S 51° 44' E 235 ft., S 39° 02' E 165 ft., S 28° 52' E 100 ft., S 50° 12' E 140 ft., S 24° 47' E 370 ft., S 34° 30' E 300 ft., S 42° 10' E 140 ft., S 68° 27' E 100 ft., S 18° 40' E 100 ft., S 35° 32' E 150 ft., S 9° 53' W 125 ft. to a point where said easement intersects the northwest boundary line of a ±1120 acre tract, said point being S 55° 10' W 593 ft. from concrete monument HA 139.

Line three:

BEGINNING at a steel post, the same being an inner corner of Tennessee River Pulp & Paper Co. and the northeast corner of Bryce Sawyer; thence S 05° 01' W 382 ft. to the centerline of Bruton Branch and Pickwick Road; thence with said road as follows: N 86° 16' E 128.7 ft., N 87° 16' E 150 ft., N 89° 11' E 200 ft., S 88° 59' E 150 ft., S 87° 09' E 150 ft., S 85° 42' E 851.6 ft., S 86° 07' E 100 ft., S 88° 18' E 100 ft., N 88° 42' E 100 ft., N 85° 49' E 100 ft., N 78° 27' E 130 ft., N 73° 02' E 160 ft., N 66° 06' E 150 ft., N 60° 02' E 150 ft., N 54° 40' E 150 ft., N 47° 40' E 160 ft., N 42° 40' E 500 ft., N 43° 22' E 360 ft., N 52° E 145 ft., N 60° 12' E 140 ft., N 69° 37' E 120 ft., N 76° 58' E 120 ft., N 84° 10' E 120 ft., S 87° 29' E 140 ft., S 75° E 1350 ft., S 88° 07' E 150 ft., N 82° 01' E 150 ft., N 73° 01' E 145 ft., N 65° 30' E 150 ft., N 56° 37' E 150 ft., N 47° 01' E 150 ft., N 37° 55' E 185 ft., N 27° 59' E 602.14 ft., N 32° 51' E 140 ft., N 40° 20' E 120 ft., N 49° 22' E 120 ft., N 56° 30' E 150 ft., N 65° E 120 ft., N 72° 01' E 120 ft., N 81° 27' E 165 ft., N 87° 52' E 958.95 ft. to the true beginning of said 100 ft. wide access easement; thence with the centerline of said easement, an existing woods road as follows: S 09° 27' W 256.54 ft., S 29° 30' E 80 ft., S 41° 46' E 145 ft., S 25° 40' E 100 ft., S 16° 35' E 300.31 ft., S 21° 37' E 200.32 ft., S 83° 53' E 301.83 ft., S 70° 07' E 100 ft., S 68° 13' E 221.21 ft., S 53° 14' E 271.22 ft., S 75° 35' E 500 ft., S 54° 41' E 150 ft. to a road intersection; thence leaving existing road S 31° 55' E 347.92 ft., S 28° 06' E 170 ft., S 16° 43' E 287.3 ft., S 10° 55' E 280.02 ft., S 54° 66' E 173.7 ft., S 9° 54' E 156 ft., S 00° 55' E 182.4 ft., S 27° 25' E 130 ft., S 50° 35' E 115 ft., S 61° 47' E 201.02 ft., S 38° 32' E 172.86 ft., S 62° 18' E 380.95 ft. to a woods road; thence with existing road S 36° 15' W 100 ft., S 61° 47' W 175 ft., N 81° 42' W 198.79 ft., S 76° 12' W 175 ft., S 88° 18' W 120 ft., S 52° 38' W 75 ft., S 14° 27' W 170 ft., S 33° 51' W 100 ft., S 10° 03' E 200.07 ft., S 4° 36' W 179.77 ft., S 21° 30' W 160 ft., S 5° 08' W 202.73 ft. to a point where said easement intersects the northeast boundary line of a ±1120 acre tract, said point being N 69° 50' W 666.5 ft. from concrete monument HA 136.

A third easement which shall be exclusively for the use of the grantee, his heirs and assigns and extends fifty feet in width on each side of a line described as follows:

Line two:

BEGINNING at a steel post, the same being an inner corner of Tennessee River Pulp & Paper Co. and the northeast corner of Bryce Sawyer; thence S 05° 01' W 382 ft. to the centerline of Bruton Branch and Pickwick Road; thence with said road as follows: N 86° 16' E 128.7 ft., N 87° 16' E 150 ft., N 89° 11' E 200 ft., S 88° 59' E 150 ft., S 87° 09' E 150 ft., S 85° 42' E 851.6 ft., S 86° 07' E 100 ft., S 88° 18' E 100 ft., N 88° 42' E 100 ft., N 85° 49' E 100 ft., N 78° 27' E 130 ft., N 73° 02' E 160 ft., N 66° 06' E 150 ft., N 60° 02' E 150 ft., N 54° 40' E 150 ft., N 47° 40' E 160 ft., N 42° 40' E 500 ft., N 43° 22' E 360 ft., N 52° E 145 ft., N 60° 12' E 140 ft., N 69° 37' E 120 ft., N 76° 58' E 120 ft., N 84° 10' E 120 ft., S 87° 29' E 140 ft., S 75° E 1350 ft., S 88° 07' E 150 ft., N 82° 01' E 150 ft., N 73° 01' E 145 ft. to the true beginning of said easement, an existing woods road as follows: S 09° 27' E 165 ft., S 12° 26' W 250.38 ft., S 3° 11' E 145 ft., S 17° 36' W 150 ft., S 6° 51' W 100 ft., S 23° 47' E 171.24 ft., S 40° 12' E 303.31 ft., S 43° 56' E 202.36 ft., S 51° 10' E 182.35 ft., S 43° 50' E 80 ft., S 15° 22' E 140.72 ft., S 51° 57' E 125 ft., S 34° 30' E 176.72 ft., S 67° 20' E 100 ft., S 2° 46' E 166.29 ft. to a point where said easement intersects the Northwest boundary line of a ±1120 acre tract, said point being S 55° 10' W 41 ft. from concrete monument HA 138.

The three above described easement are over property conveyed to the grantor by Tennessee River Land Company by deed dated July 25, 1961, recorded in Deed Book 48, page 1-4, Register's Office of Hardin County.

RESERVATIONS:

Reconveyance of Waterfront lot:

As part of the consideration for this conveyance the grantee herein agrees to reconvey to Tennessee River Pulp & Paper Company one waterfront lot in the 1120 acres herein conveyed with minimum of 250 feet of waterfront on Pickwick Lake reservoir and a minimum depth of 300 feet from the waterfront.

The lot to be reconveyed to Tennessee River Pulp & Paper Company will be selected as follows:

1. The grantee, his heirs or assigns, will have one year from the date of the deed to submit a master development plan to Tennessee River Pulp & Paper Company showing the location and size of all lots to be subdivided on the waterfront and indicating the building and use restrictions to be imposed upon these lots and the easements for the access to the same.

2. Grantee will have the right to reserve one lot from such master development plan. Tennessee River Pulp & Paper Company will have 60 days from receipt of such master development plan to select its choice of a lot or lots within the 1120 acre tract which will provide a minimum of 250 feet of waterfront and 300 feet of depth from the waterfront and without restrictions that would prohibit developing such lot or lots as a single unit, and use of such lot or lots for recreational purposes.

3. Should the grantee herein, his heirs or assigns, fail to submit a master plan to Tennessee River Pulp & Paper Company within one year from the date of this deed, then Tennessee River Pulp & Paper Company may select a waterfront lot of its choice from the 1120 acre tract with 250 feet on the waterfront and a depth of 300 feet and describe an easement for access to the property not less than 50 feet in width from Pyburn Road. Such selection to be furnished in writing to the grantee, his heirs or assigns, within 60 days after the expiration of one year from the date of this deed.

4. Within 30 days after receipt of the notice from Tennessee River Pulp & Paper Company of its selection of the lot from the master plan or the description of the lot and access easement if no master plan is submitted, the grantee, his heirs or assigns, will convey the selected lot or parcel to Tennessee River Pulp & Paper Company by special warranty deed free and clear of all encumbrances except current taxes which will be prorated, restrictions as set forth on this deed, and such restrictions as shall pertain to the entire subdivision which are not in violation of the terms of this agreement.

5. This agreement as to reconveyance of the lot will be incorporated in any subsequent conveyances made by the grantee including any mortgage and deed of trust, and any party accepting a conveyance of the 1120 acres herein conveyed or any portion thereof or a mortgage or deed of trust on the same shall be obligated to convey and release the lot to be selected to Tennessee River Pulp & Paper Company on the same terms and conditions as set forth herein.

Oil, Gas, and Mineral Rights:

Tennessee River Pulp & Paper Company conveys and transfers to the grantee herein all rights it may have to oil, gas, coal and other minerals on or under the tracts of land hereinbefore described, to a depth of five hundred (500) feet below the natural surface of the land. The grantor shall not have or retain the right to enter upon or over the surface of said tracts of land hereinbefore described to explore for or extract oil, gas, coal or other minerals, or to explore for or extract same by drilling, subsurface or surface mining methods or otherwise, if such means pierce, disturb or damage the surface of the said tracts of land or the trees or other vegetation growing on or located upon said tracts of land. It is the further intent of this paragraph to prohibit any surface operations on the tracts of land hereinbefore described. Tennessee River Pulp & Paper Company reserves all rights to oil, gas, coal and other minerals five hundred (500) feet and more below the natural surface of the land and the same are hereby excluded from this conveyance.

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, unto the said E. BENARD BLASINGAME, his heirs and assigns forever, in fee simple.

*See Dormant Mineral Book #1, page 1.
March 30, 1990 - J. Hosen, Reg.
ng*

And TENNESSEE RIVER PULP & PAPER COMPANY covenants with said E. BENARD BLASINGAME, his heirs and assigns, that it is lawfully seized and possessed of said land in Fee Simple; has a good right to convey the same, and that the same is unencumbered except by the taxes for 1986 which will be paid by the grantor, by any taxes retroactively assessed resulting from change in Green Belt status of the property herein conveyed which will be paid by the Grantee, and by the following restrictive covenants and agreements:

Release of Nuisance Claims:

As part of the consideration of the land herein conveyed the grantee, his heirs, successors, representatives and assigns hereby releases the grantor from any and all rights of action for using its property at Counce, Tennessee, more particularly described as follows:

Property owned by Tennessee River Pulp & Paper Company and being that portion of said property of which the mill is located designated on the tax records for Hardin County, Tennessee, as Map 156, Parcel 1.01, reference to said tax records in the Office of the Assessor of Property being here made for a complete and accurate description of said property, as the same is incorporated herein by reference thereto, as said property contains approximately 368 acres and is bounded on the north by other property owned by Tennessee River Pulp and Paper Company, Inc., on the south by State Highway 57 and others, on the east by Callens, and other property owned by Tennessee River Pulp and Paper Company, Inc. and on the west by other property owned by Tennessee River Pulp and Paper Company, Inc. and being the property acquired by Tennessee River Pulp and Paper Company, Inc. by deeds recorded in the Register's Office for Hardin County, in the following Deed Books and Pages: Deed Book 42, page 531, Deed Book 42, page 582, Deed Book 42, page 591, Deed Book 42, page 501, Deed Book 42, page 588, Deed Book 42, page 502, Deed Book 43, page 104, Deed Book 43, page 60, Deed Book 43, page 104, Deed Book 42, page 60, Deed Book 42, page 62, Deed Book 42, page 120, Deed Book 43, page 54, Deed Book 43, page 63 Deed Book 43, page 144, Book 43, page 53, Book 43, page 19, Book 43, page 92,

for the operation of a pulp and paper mill and related industries and processes or because of any fumes, odors, vapors, smoke, particles or other discharges into the atmosphere or the creation of noise, light, or vibration by reason of such location and use of a pulp and paper mill on said lands, and the grantee hereby covenants that neither he nor his heirs, successors, representatives or assigns will bring any action or complaint in any state or federal court or before any administrative agency on account of any alleged nuisance caused by the grantor as a result of its customary and normal operation of said pulp and paper mill on its Mill Property, including, but not by way of limitation, any nuisances due to fumes, odors, vapors, particles, smoke or other discharges into the atmosphere, light, sound, or vibration, provided that nothing in this covenant shall restrict grantee, his heirs, successors, representatives and assigns from making a complaint to the appropriate administrative agencies of any alleged non-compliance by said pulp and paper mill with any federal, state or local statutes, ordinances and regulations, including guidelines regarding such nuisances.

The foregoing provision will be a covenant running with the land herein conveyed and will be inserted in all future deeds and conveyances of same or any portion thereof.

TVA Restrictions:

Exceptions, conditions, restrictions and limitations as shown in deeds from United States of America to W. R. Bullington Lumber Company dated April 20, 1956, recorded in Deed Book 40, page 369-72, Tract XPR-201 to Herman A. Keeton and William A. Smith dated April 20, 1956, recorded in Deed Book 40, page 118, Tract XPR-202 to Herman A. Keeton and William S. Smith dated April 20, 1956, recorded in Deed Book 40, page 121, Tract XPR-203 and to Herman A. Keeton and William S. Smith dated April 20, 1956, recorded in Deed Book 40, page 123, Tract XPR-204, all of which are incorporated by reference herein as fully as if copied in full.

Other Easements and Reservations:

Reservation of minerals with rights and privileges thereto belonging as contained in a deed from H. B. Welch and wife to United States of America dated May 6, 1937, recorded in Deed Book 14, page 385, Register's Office of Hardin County, Tennessee, affecting Tract XPR-201.

Mineral rights reserved in the deed from E. A. Stansell and wife to United States of America dated November 30, 1936, recorded in Deed Book 14, page 133, affecting a part of Tract XPR-203.

Subject to all easements for roads which run across the tract or along the boundaries thereof.

Subject to easement for Wilson Dam-Pickwick TVA transmission line as reserved by the United States of America in the deeds from it to previous owners.

And TENNESSEE RIVER PULP & PAPER COMPANY does further covenant and bind itself its successors and assigns to warrant and forever defend the title to said land unto the said E. BENARD BLASINGAME, his heirs and assigns, against the lawful claims of all persons claiming by, through, or under it, but not further or otherwise.

IN WITNESS WHEREOF said corporation has caused its name to be signed hereto by its duly authorized officer on this the 6th day of January, 1987.

TENNESSEE RIVER PULP & PAPER COMPANY

ATTEST

John R. Olson
Assistant Secretary

BY

[Signature]
Senior Vice President

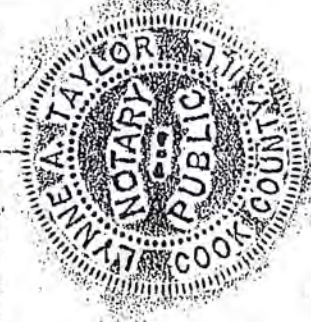
STATE OF Illinois
Cook COUNTY

Personally appeared before me, the undersigned Notary Public in and for said County and State, W. H. Swisshelm, with whom I am personally acquainted or who proved to me on the basis of satisfactory evidence, and who upon oath acknowledged himself to be the Sr. Vice President of TENNESSEE RIVER PULP & PAPER COMPANY, the within named bargainer, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation.

Witness my hand and Notarial Seal, at Evanston Illinois, this the 6th day of January, 1987.

My commission expires My Commission Expires October 17, 1989

Lynne A. Taylor
Notary Public



Address of taxpayer: E. BENARD BLASINGAME
c/o Aqua Glass Corporation
P. O. Box 412

Adamsville, Tennessee 38310

MORTGAGEE:
United American Bank of
Memphis

ILLINOIS COOK
STATE OF ~~TENNESSEE~~, ~~HARDIN~~ COUNTY

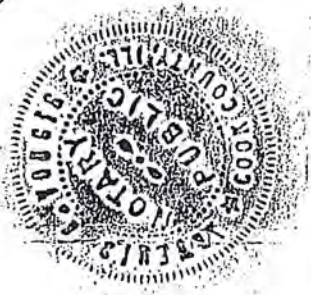
I, or we, hereby swear or affirm that the actual consideration to this transfer, or value of the property, or interest in property transferred, whichever is greater, is \$ 1,540,000., which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

Lynne A. Taylor
Affiant
Attorney for Tennessee River Pulp & Paper Company

Subscribed and sworn to before me this the 6th day of January, 1987.

Artemis B. Vaughn

My Commission Expires June 20, 1988.



STATE OF TENNESSEE
HARDIN COUNTY
REGISTER'S OFFICE

I, Joyce Hosea, Register of said County, do certify that the within instrument was filed for record on the 14 day of Jan 1987 at 11:15 o'clock A. M. and noted in Note Book No. 25 Page 189 and recorded in Deed Book No. 125 Page No. 472

Joyce Hosea (ms) Register

MINERAL INTEREST IDENTIFICATION AND REGISTRATION

To the mineral interest owner: State law requires you to complete and file this form with the assessor of property in any county in which you own a mineral interest, along with a copy of your mineral interest deed. Failure to comply with this requirement may subject you to back assessment and penalties. If you previously recorded your deed at the register's office, you may provide the recordation book and page numbers in lieu of a copy of the deed: Book 7 Page 568 of recordation.

D136, page 343, 354, 363

Name of mineral interest owner: ADOBE RESOURCES CORPORATION
(Multiple owners and their addresses may be listed separately and attached)

Address for receipt of notices affecting owner's interest: _____
300 West Texas, Suite 1100, Midland, Texas 79701

Map, group, and parcel number of any and all surface estates overlying your mineral interest (if there are two or more such estates, check here x and attach a separate listing to this form):

ASSESSMENT IDENTIFICATION						
DISTRICT	MAP	GROUP	CONTROL MAP	PARCEL	PI	SI
			See Attached List			

Map, group, and parcel number of your mineral interest (if one has been assigned):

ASSESSMENT IDENTIFICATION						
DISTRICT	MAP	GROUP	CONTROL MAP	PARCEL	PI	SI
			See Attached List			

THIS FORM MAY ALSO BE FILED IN THE REGISTER'S OFFICE AS A STATEMENT OF CLAIM.

To the assessor:

The mineral interest owner may not be required to register his interest again if the interest was sufficiently identified and registered on July 1, 1987, with taxes paid through 1986. Property may be deemed sufficiently identified only by one of the means specified in Section 4, Public Chapter 282 of 1987.

Slu018

EXHIBIT "A"

Attached to and made a part of that Mineral Identification and Registration Form filed in Hardin County, Tennessee on behalf of Adobe Resources Corporation, 300 West Texas, Suite 1100, Midland, Texas 79701.

<u>District</u>	<u>Map No.</u>	<u>Parcel No.</u>
5	126	7
5	127	14.01
5	137	12.01
6	160	5

STATE OF TENNESSEE, HARDIN COUNTY, REGISTER'S OFFICE

Transfer Tax _____ I, Joyce Hosea, Register of said county, do certify that the within
Mortgage Tax _____ instrument was filed for record on the 28 day of June
Recording Fee 8.00 1990, at 3:20 o'clock P M, and noted in Note Book 26
Receipt No. 12262 Page 85 and recorded in Deed Book 1 Page 3

Joyce Hosea Mineral Register
(M.S.)

(4997.50 acres)

UNITED STATES OF AMERICA

SPECIAL WARRANTY DEED

TRACT NO. XPR-202

TO) SPECIAL WARRANTY DEED
TRACT NO. XPR-202

HERMAN A. KEETON

FILED: DECEMBER 31, 1956

AT: 1;20 O'CLOCK P.M.

THIS INDENTURE, made and entered into by and between the United States of America, (hereinafter sometimes referred to as the "Grantor" acting herein by and through its legal agent, the Tennessee Valley Authority (hereinafter sometimes referred to as the "Authority"), a corporation created and existing under an Act of Congress, known

as "Tennessee Valley Authority Act of 1933, as amended", and

HERMAN A. KEETON, AND WILLIAM A. SMITH, hereinafter called the "Grantees",

WITNESSETH:

WHEREAS, Section 31 of the above mentioned Act of Congress authorizes and directs the Authority of the United States of America, to sell at public auction after due advertisement to the highest bidder any land purchased by the Authority in the name of the United States of America not necessary to carry out plans and projects actually decided upon; and

WHEREAS, No permanent dam, hydroelectric power plant, fertilizer plant, or munition plant is located on the land hereinafter described and the Board of Directors of the Authority has determined that said land is not necessary to carry out any of the plans and projects actually decided upon; and

WHEREAS, the Authority pursuant to and in accordance with the provisions of said Act of Congress advertised the said land for sale at public auction; and

WHEREAS, pursuant to said advertisement said land was offered for sale at public auction on the 20th day of April, 1956, at eleven o'clock A.M., at the Court House, Florence, County of Lauderdale, State of Alabama, and the terms of said sale having been cried for a reasonable time said land was finally struck off and sold to the Grantee for the sum of Thirty-Five Thousand and no/100 Dollars (\$35,000.00), and being the highest and best bid made at said sale.

NOW, THEREFORE, in consideration of the premises and the full payment of the aforesaid bid, receipt whereof is hereby acknowledged, the Authority as legal agent for the United States of America does hereby bargain, sell, transfer and convey unto the Grantee.

A tract of land lying in Hardin County, State of Tennessee, on the north shores of Pickwick Landing Lake, approximately 1-3/4 miles northeast of Pickwick Landing Dam, and more particularly described as follows: Beginning at US-TVA Monument HA-140 (Coordinates: N. 260, 438; E. 1, 335, 330) in the boundary of the United States of America's land at a corner of the lands of Ed Adams and the Wood Preserving Corporation; thence N. 55 deg. 10' E., 3689 feet, passing US-TVA Monument HA-139 at 1585 feet, to US-TVA Monument HA-138; thence S. 69 deg. 55' E. 2049 feet to US-TVA Monument HA-137; thence leaving the United States of America boundary S, 40 deg. 02' W., 4012 feet, passing a metal marker in the 423-foot contour on the northeast shores of the Bluff Creek Embayment of the lake at 1764 feet and a metal marker in the 423-foot contour on the southwest shores of the said embayment at 2050 feet, to a metal marker in the 423-foot contour at the north end of an inlet of the lake; thence with 423-foot contour as it meanders along the west shores of the inlet in a general southerly direction to the mouth of the inlet, thence down the lake in a westerly direction to the mouth of an embayment thence up the embayment in a general northerly direction to the north end of the embayment, and thence down the west shores of the embayment in a southerly direction to a point (Coordinates: N. 257, 654; E. 1, 335, 319; thence leaving the contour, N. 19 deg. 48' W. 1745 feet, passing a metal marker at 11 feet, to a metal marker in the 423-foot contour on the east shore of an embayment of the lake; thence with the 423-foot contour as it meanders in a general northerly direction to a metal marker; thence, leaving the contour, N. 29 deg. 54' E., 933 feet to the point of beginning. Except therefrom all land lying below the 423-foot contour elevation.

The land described above, after giving effect to the exception above noted contains 317.3 acres, more or less.

The positions of corners and directions of lines are referred to the Tennessee Coordinates System. The contour elevation is based on MSL Datum as established by the USCGS 1929 General Adjustment. The

boundary markers designated "US-TVA Monument" are concrete monuments capped by bronze tablets imprinted with the given numbers.

The above described property was acquired by the United States of America by virtue of the following deeds of record in the office of the Register of Hardin County, Tennessee.

(a) From Wood Preserving Corporation, dated October 7, 1936, recorded in Deed Book 14, page 80;

(b) From Edd Adams et ux, dated October 30, 1936 recorded in Deed Book 14, page 90.

It is understood and agreed that the above described property is conveyed subject to such rights as may be vested in third parties to the minerals.

That portion of the above described land which lies below the 424-foot contour elevation is conveyed subject to any temporary and intermittent flooding that may result from the erection and operation of any dam or dams across the Tennessee River and its tributaries and all of the land is conveyed subject to the rights to temporarily and intermittently flood any portion of any road serving the land described which lies below the 424-foot contour elevation.

The Grantor reserves a permanent easement and right of way for the following purposes; namely; the perpetual right to enter at any time and from time to time and to erect, maintain, repair, rebuild, operate and patrol as may lines of poles or transmission line structures as the United States of America or its agents or assigns may at any time and from time to time deem necessary or useful for electric power transmission purposes with sufficient wires and cable for electric power circuits and telephone circuits and all necessary appurtenances, in on over and across said right of way, together with the right to clear said right of way and keep the same clear of brush, trees, buildings, and fire hazards; and the right to remove danger trees, if any located beyond the limits of said right of way; all over, upon across and under the following described land, to-wit:

A strip of land 150 feet wide, lying 75 feet on each side of the center line of an existing transmission line owned and operated by the Authority and known as the Wilson-Pickwick Transmission Line, the center line of the strip being described as follows: Beginning at a point in the center line of the transmission line and in the northwest boundary described land S. 55 deg, 10' W. 320 feet, more or less, from US-TVA Monument HA-138; thence with the center line of the transmission line in an easterly direction approximately 500 feet to an angle in the line; thence in a southeasterly direction approximately 1650 feet to a point in the southeast boundary of the described land.

The Grantee by his acceptance of the deed covenants and agrees to and with the Grantor that no building or fire hazards shall be erected or maintained within the limits of the right of way and that the Grantor shall not be liable for any damage incidental to the exercise of any of the rights reserved, except that he shall remain liable for any damage to growing crops and any direct physical damage caused to the property herein conveyed by Grantor's construction forces or by the construction of Grantor's agents and employees in the erection and maintenances of said line.

THE GRANTOR RESERVES the right to maintain any existing boundary and traverse monuments and slit range stations upon the land above described.

THE GRANTEE, in accepting this conveyance, covenants for himself, his heirs, successors, and assigns, and agrees to and with the Grantor that the following shall constitute real covenants which shall attach to and run with the above described land and shall be binding upon anyone who may hereafter come into ownership thereof, whether by purchase, devise, descent, or succession;

(1) In the interest of public health and sanitation and in order that the land above described and all other land in the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wildlife and other public uses of Grantor's reservoir waters and shorelands, he will not use the above described property for any purpose that would result in the draining or dumping into the reservoir of refuse, sewage, or other material which might tend to pollute the waters of said reservoir.

The Grantor, its successors, agents, or assigns shall not be liable for any loss or damage to the above

TVA
Powerline
Easement

described lands or any improvements located thereon due to erosion or soakage of the land as a result of wave action, fluctuation of water levels, or other causes.

To have and to hold said land and premises unto the Grantee, his heirs and successors, and assigns, in fee simple, together with all and singular, the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

And the Authority does hereby covenant that the United States of America is seized and possessed of the above described land; that the Authority as legal agent of the United States is duly authorized to convey the same; that said land is free and clear of lines and encumbrances; and that, subject only to such exceptions, conditions, restrictions and /or limitations as may be expressly mentioned above, it will warrant and defend the title thereto against the lawful demands of all persons claiming by, through or under the United States of America, but not further or otherwise.

Wherever in this instrument the context requires, the singular number and masculine gender as herein used may be read as plural and feminine, or neuter, respectively.

IN WITNESS WHEREOF, the Tennessee Valley Authority, acting herein as legal agent of the United States of America, and being duly authorized to do so, has caused this instrument to be executed, in the name of the United States of America, by its authorized officers, and its corporate seal to be hereunto affixed this the 20 day of April, 1956.

ATTEST :

John D. Rather
Assistant Secretary

UNITED STATES OF AMERICA
BY, TENNESSEE VALLEY AUTHORITY, its
legal agent
By: Robert J. Coker
Assistant Chief of Land Branch

STATE OF TENNESSEE :

COUNTY OF HAMILTON :

On the 9 day of May 1956, personally appeared before me, Robert J. Coker and John D. Rather to me personally known who, being by me duly sworn, did say that they are Assistant Chief of the Land Branch and Assistant Secretary, respectively, of the Tennessee Valley Authority, a corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed, sealed and delivered in behalf of said corporation, as legal agent for the United States of America, by authority of its Board of Directors; and the said Robert J. Coker and John D. Rather severally acknowledge said instrument to be the free act and deed of said corporation and of the United States of America.

Witness my hand and official seal at Chattanooga, this the day and year aforesaid.

My commission expires January 9, 1960.

SEAL:

Lewis H. Conner
Notary Public

STATE OF TENNESSEE
HAMILTON COUNTY
REGISTER'S OFFICE

I, Mary Lay, Register of said County, do certify that the within instrument was filed in record on the 31 day of Dec 1956 at 11:20 o'clock, P. M., and noted in Note Book No. 18 Page 358 and recorded in Deed Book No. 40 Page No. 118-20
Mary Lay Register

UNITED STATES OF AMERICA
 TO) SPECIAL WARRANTY DEED
 TRACT NO. XPR-203
 HERMAN A. KEETON ET AL
 FILED: DECEMBER 31, 1956
 AT: 1:30 O'clock P.M.

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into by and between the United States of America, (hereinafter sometimes referred to as the Grantor), acting herein by and through its legal agent, the Tennessee Valley Authority (hereinafter sometimes referred to as the "Authority") a corporation created and existing under an Act of Congress, known as the "Tennessee Valley Authority Act of 1933," as amended, and Herman A. Keeton and William A. Smith hereinafter called the Grantee,

WITNESSETH:

WHEREAS, Section 31 of the above-mentioned Act of Congress authorizes and directs the Authority, as agent of the United States of America, to sell at public auction after due advertisement to the highest bidder any land purchased by the Authority in the name of the United States of America not necessary to carry out plans and projects actually decided upon; and

WHEREAS, no permanent dam, hydroelectric, power plant, fertilizer plant, or ammunitions plant is located on the land hereinafter described, and the Board of Directors of the Authority has determined that said land is not necessary to carry out any of its plans and projects actually decided upon; and

WHEREAS, the Authority pursuant to and in accordance with the provisions of said Act of Congress advertised the same land for sale at public auction; and

WHEREAS, pursuant to said advertisement said land was offered for sale at public auction on the 20th day of April 1956, at eleven O'clock A.M., at Courthouse, Florence County of Lauderdale, State of Alabama, and the terms of said land having been cried for a reasonable time land was finally struck off and sold to the Grantee for the sum of Thirty-Seven Thousand Five Hundred and no/100 Dollars, (\$37,500.00), that being the highest and best bid made at said sale.

NOW, THEREFORE in consideration of the premises and the full payment of the aforesaid bid, receipt whereof is hereby acknowledged, the Authority as legal agent for the United States of America does hereby bargain, sell, transfer, and convey unto the Grantee:

Land lying in Hardin County, State of Tennessee, on the north shores of Pickwick Landing Lake, approximately 2-1/4 miles east of Pickwick Landing Dam, and being all that land lying above the 423-foot contour and situated on the lakeward side of a line described as follows:

Beginning at a metal marker (Coordinates: N. 258.775; E. 1,337,706) in the 423 foot contour at the north end of an inlet of the lake; thence N. 40 deg. 02' E. 4012 feet, passing a metal marker in the 423 foot contour on the southwest shore of the Bluff Creek Embayment at 1962 feet and a metal marker in the 423-foot contour on the northeast shore of the said embayment at 2248 feet, to US-TVA Monument HA-137 in the boundary of the United States of America's land; thence with the United States of America's boundary S. 69 deg. 50' E. 2460 feet to US-TVA Monument HA-136; thence leaving the United States of America boundary S. 29 deg. 25' W. 5236 feet, passing a metal marker at 5220 feet, to a point in the 423-foot contour on the shore of the lake.

The land as described above contains 296.0 acres, more or less.

FURTHERMORE, the right of ingress to an egress from the waters of Pickwick Landing Lake over and upon the adjoining land lying between the 423-foot contour elevation and the waters of the lake. The positions of corners and directions of lines are referred to the Tennessee Coordinate System. The contour elevation is based on MSL Datum as established by the USC&GS 1929 General Adjustment. The boundary markers designated "US-TVA Monument" are concrete monuments capped by bronze tablets imprinted with given numbers.

The above described property was acquired by the United States of America by virtue of the following deeds of record in the office of the Register's of Hardin County, Tennessee.

(a) from Wood Preserving Corporation, dated October 7, 1936, in Deed Book 14, page 80;
 (b) from E.A. Stansell et ux, dated November 30, 1936, in Deed Book 14, page 133; and

204 m
 East Dam

(c) from Southern States Mineral Company dated November 4, 1937, in Deed Book 14, page 204 (for the mineral rights).

It is understood and agreed that the above described property is conveyed subject to such rights as may be outstanding in third parties to the minerals, together with the right of ingress and egress for the purpose of mining the same on that portion of the tract acquired from E.A. Stansell and designated Tract PR-131; and, subject to a license in favor of Koppers Company for a road right of way. That portion of the above described land which lies below the 424-foot contour elevation is sold subject to any temporary and intermittent flooding that may result from the erection and operation of any dam or dams across the Tennessee River and its tributaries and all of the land as sold subject to the right to temporarily and intermittently flood any portion of any road serving the land described which lies below the 424-foot contour elevation.

THE GRANTORS RESERVE a permanent easement and right of way for the following purposes, namely: the perpetual right to enter at any time and from time to time and to erect, maintain, repair, rebuild, operate, and patrol as many lines of poles or transmission line structures as the United States of America, its agents or assigns may at any time and from time to time deem necessary or useful for electric power transmission purposes, with sufficient wires and cables for electric power circuits and telephone circuits, and all necessary appurtenances, in, on, over, and across said right of way, together with the right to clear said right of way and keep the same clear of brush, trees, buildings, and fire hazards; and the right to remove danger trees, if any, located beyond the limits of said right of way; all over, upon, across and under the following described land, to-wit:

A strip of land 150 feet wide, lying 75 feet on each side of the center line of an existing transmission line owned and operated by the Authority and known as the Wilson-Pittsrick Transmission Line, the center line of the strip being described as follows: Beginning at a point in the center line of the transmission line in a northwest boundary of the described land S. 40 deg. 02' W. 935 feet, more or less, from US-TVA Monument HA-137; thence with the center line of the transmission line in a southeasterly direction approximately 2750 feet to a point in the southeast boundary of the described land.

THE GRANTEE by its acceptance of this deed covenants and agrees to and with the Grantor that no buildings or fire hazards shall be erected or maintained within the limit of the right of way and that the Grantor shall not be liable for any damage incidental to the exercise of any of the rights reserved except that it shall remain liable for any damage to growing crops and any direct physical damage caused to the property herein conveyed by Grantor's construction forces or by the construction forces of Grantor's agents and employees in the erection and maintenance of said lines.

THE GRANTOR RESERVES the right to maintain any existing boundary and traverse monuments and sight range stations upon the land above described.

THE GRANTEE, IN accepting this conveyance, covenants for himself, his heirs, successors, and assigns, and agrees to and with the Grantor that the following shall constitute real covenants which shall attach to and run with the above described land and shall be binding upon anyone who may hereafter come into ownership thereof, whether by purchase, devise, descent, or succession:

(1) In the interest of public health and sanitation and in order that the land above described and all other land in the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wildlife, and other public uses of Grantor's reservoir waters and shorelands, he will not use the above described property for any purpose that would result in the draining or dumping into the reservoir of refuse, sewage, or other material which might tend to pollute the waters of said reservoir.

(2) The Grantor, its successors, agents or assigns shall not be liable for any loss or damage to the above described lands, or any improvements located thereon due to erosion or soaking of the land as a result of wave action, fluctuation of water levels or other causes.

To have and to hold said land and premises unto the Grantee, his heirs successors, and assigns, in fee

in

simple, together with all and singular, the hereditaments and appurtenances thereunto belonging of in anywise appertaining;

And the Authority does hereby covenant that the United States of America is seized and possessed of the above described land; that the Authority as legal agent of the United States is duly authorized to convey the same; that said land is free and clear of liens and encumbrances; and that, subject only to such exceptions, conditions, restrictions and/or limitations as may be expressly mentioned above, it will warrant and defend the title thereto against the lawful demands of all persons claiming by, through, or under the United States of America, but not further or otherwise.

Wherever in this instrument the context requires, the singular number and masculine gender as herein used may be read as plural and feminine, or neuter, respectively.

IN WITNESS WHEREOF, the Tennessee Valley Authority, acting herein as legal agent of the United States of America, and being duly authorized to do so, has caused this instrument to be executed in the name of the United States of America, by its authorized officers and its corporate seal to be hereunto affixed this the 20th day of April, 1956.

UNITED STATES OF AMERICA
BY TENNESSEE VALLEY AUTHORITY, its
legal agent
By Robert J. Coker
Assistant Chief of Land Branch

ATTEST:

John D. Rather

Assistant Secretary

STATE OF TENNESSEE :

COUNTY OF HAMILTON :

On the 9 day of May, 1956, personally appeared before me Robert J. Coker and John D. Rather to me personally known, who being by me duly sworn, did say that they are Assistant Chief of the Land Branch and Assistant Secretary respectively of the Tennessee Valley Authority, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed, sealed, and delivered in behalf of said corporation, as legal agent for the United States of America, by authority of its Board of Directors; and that the said Robert J. Coker and John D. Rather severally acknowledges said instrument to be the free act and deed of said corporation and of the United States of America.

Witness my hand and official seal at Chattanooga, this the day and year aforesaid.

My commission expires January 9, 1960.

SEAL:

Lewis H. Conner
Notary Public

STATE OF TENNESSEE
HARDIN COUNTY
REGISTER'S OFFICE

I, Mary Kay, Register of said County, do certify that the within instrument was filed for record on the 31 day of Dec 1956 at 1:30 o'clock P.M. and noted in Deed Book No. 48 Page 358 and recorded in Deed Book No. 46 Page No. 121-23

Mary Kay, Register

UNITED STATES OF AMERICA

SPECIAL WARRANTY DEED

TO) SPECIAL WARRANTY DEED
TRACT NO. XPR-204

TRACT NO- XPR-204

HERMAN A. KEETON & WILLIAM A. SMITH
FILED: DECEMBER 31, 1956.

THIS INDENTURE, made and entered into by and between the United States of America, (hereinafter sometimes referred to as the Grantor) acting herein by and through its legal agent, the

Tennessee Valley Authority (hereinafter sometimes referred to as the 'Authority') a corporation created and existing under an Act of Congress, known as the 'Tennessee Valley Authority Act of 1933' as amended and Herman A. Keeton and William A. Smith hereinafter called the "Grantee",

WITNESSTH:

WHEREAS, Section 31 of the above mentioned Act of Congress authorizes and directs the Authority, as agent of the United States of America, to sell at public auction after due advertisement to the highest bidder any land purchased by the Authority in the name of the United States of America not necessary to carry out plans and projects actually decided upon; and

40-123

See Modifying Agreement in
Deed Book 132, Page 790,
9-14-88 Joyce House (MS)

For 1472
Corrected Deed See Book
147 Page 542-12-16-91
147 Page 546 (Joyce House)
(MS)

See Modifying Agreement in
Deed Book 130, page 405.
3-16-88. J. House, Reg.
ng

Return to: David J. Johnson, 780 Ridge Lake Blvd., Suite 202, Memphis, TN 38119
Prepared by: Ross & Parrish, Attorneys; Savannah, TN 38372

See Deed
Book 139,
Page 539-
2-25-89
J. House, Reg.
ng

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of \$1,540,000.00 and other
valuable consideration, the receipt and sufficiency of which is hereby acknowl-
edged, TENNESSEE RIVER PULP & PAPER COMPANY, a corporation organized
and existing under the laws of the state of Delaware, with its principal office in
Counce, Tennessee, hereinafter sometimes referred to as Grantor, has bar-
gained and sold and does hereby bargain, sell, transfer, and convey unto E.
BENARD BLASINGAME, a resident and citizen of Adamsville, McNairy County,
Tennessee, hereinafter sometimes referred to as Grantee, his heirs and assigns
forever, in fee simple, certain real property located in the 5th Civil District of
Hardin County, Tennessee, composed of TVA tracts XPR-201, XPR-202,
XPR-203 and XPR-204, which tracts lie adjoining and form and are treated as
one tract of land which is bounded and described according to a survey made
by Baker & Baker Surveyors on October 14, 1986, as follows, to-wit:

STATE TRANSFER TAX PAID
IN AMOUNT OF \$431.00
ON THIS INSTRUMENT

See Deed Book
143, page 758,
2-22-91,
J. House, Reg.
ng

2-5-91-
J. House, Reg.
ng

See Deed
Book 143,
page 758-
2-22-91,
J. House, Reg.
ng

See Deed
Book 144,
page 1045,
5-2-91,
Joyce House
(MS)

See Deed
Book 145,
page 74,
May 18,
1991,
J. House,
Reg.
ng

See Deed
Book 146,
page 1045,
10-18-91,
Joyce House
(MS)

See Deed
Book 146,
page 1045,
10-18-91,
Joyce House
(MS)

See Deed
Book 146,
page 1045,
10-18-91,
Joyce House
(MS)

See Deed
Book 146,
page 1045,
10-18-91,
Joyce House
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page 1045,
10-18-91,
Joyce House
(MS)

See Deed
Book 146,
page 1045,
10-18-91,
Joyce House
(MS)

BEGINNING at a point 1-170A in the 423 foot contour of Pickwick Landing
Lake, the southwest corner of Tract XPR-201, and a southeast corner of the
United States of America's TVA tract, and the most western southwest corner of
the tract herein conveyed; thence leaving contour N 7° 37' W, passing metal
marker 1-170 ARM at 1 ft., in all 1985 ft. to a metal marker 1-169; thence S
80° 40' east 1217 ft. to U.S. TVA Monument HA 147; coordinates N 257,384, E
1,330,441; thence S 88° 13' E 396 ft. to U.S. TVA Monument HA 146 buried in
a woods road; thence N 84° 10' E 1060 ft. to U.S. TVA Monument HA 145;
thence N 7° 10' E 1321 ft. to U.S. TVA Monument HA 144; thence S 88° 55' E
785 ft. to U.S. TVA Monument HA 143 in the centerline of Bover Branch;
thence S 88° 50' E 610 ft. to U.S. TVA Monument HA 142; thence N 6° 10' E
1093 ft. to US TVA Monument HA 141; thence S 82° 50' E 1790 ft. to HA 140
(coordinates N 260,438, E 1,335,330); Thence N 55° 10' E, passing U.S. TVA
Monument HA 139 at 1585 ft., in all 3689 ft. to U.S. TVA HA 138; thence S 69°
55' E 2049 ft. to U.S. TVA Monument HA 137; thence S 69° 50' E 2460 ft. to
U.S. TVA Monument HA 136; thence S 69° 55' E 1978 ft. to U.S. TVA Monu-
ment HA 135; thence S 9° 15' W 1245 ft. to U.S. TVA Monument HA 135A;
thence S 9° 20' W 1676 ft. to U.S. TVA Monument HA 134 (coordinates N
257,432, E 1,343,976); thence S 8° 15' W 1156 ft. to U.S. TVA Monument HA
133; thence N 85° 03' W 472 ft. to a metal marker 1-1A in the 423' contour on
the east shores of an inlet of the lake; thence with the 423' contour as it
meanders in a northerly direction and subsequently in a southwesterly direction
to a point 193A (coordinates N 255,322, E 1,342,510); thence leaving the con-
tour N 3° 16' W, passing metal marker 193A-RM at 5 ft., in all 1090 ft. to a
metal marker 194; thence N 13° 57' E 1243 ft. to metal marker 195; thence N
41° 02' W with the centerline of transmission line 141 ft. to metal marker 196-A
in the 423' contour on the east shore of the Haw Branch embayment of the lake;
thence with the 423' contour as it meanders up the embayment in a general
northerly direction to the north end of the embayment and subsequently down
the west shore of the embayment in a general southerly direction to a metal
marker 197-A (coordinates N 257,916, E 1,341,902) on the south side of a small
inlet; thence leaving the contour S 19° 00' W, 925 ft. to a metal marker 198-A
in the 423' contour on the north shore of an inlet of the lake; thence with the
423' contour as it meanders in a westerly direction and subsequently in a
southeasterly direction to a metal marker 199-A (coordinates N 256,932, E
1,341,564) on the south side of the inlet and in the prolongation of the last
mentioned straight line course; thence leaving the contour S 19° 00' W 1005 ft.
to a metal marker 200-A in the 423' contour on the shore of the lake; thence

HARDIN COUNTY
ASSESSOR'S OFFICE

COMM _____ RES _____ FARM

ASSESSOR _____

MAP 137 GP _____ PL 12.00 DEPUTY Edna Jones

COMPLETE _____ PARTIAL SALE # 53

VAC IMP _____

See Modifying Agreement in
Deed Book 134, page 867,
Mar. 8, 1985. J. House, Reg.
ng

See Modifying Agreement in
Deed Book 139, page 520,
Mar. 8, 1990. J. House, Reg.
ng

See Deed Book 142,
page 825,
Mar. 15, 1990.
J. House, Reg.
ng

See Deed Book 146,
page 1045,
10-18-91,
Joyce House
(MS)

with the 423' contour as it meanders in a westerly direction and subsequently in a general northerly direction on the east shore of Bluff Creek Embayment of the lake to the northwest end of the embayment and subsequently down the west shore of the embayment in a general southerly direction to the mouth of Bluff Creek, continuing with the 423' contour as it meanders in a westerly direction to an inlet and subsequently with the east shore of said inlet in a northerly direction to the north end of the embayment and subsequently down the west shore of the embayment in a general southern direction to the mouth of said inlet, continuing with 423' contour as it meanders in a westerly direction to a large inlet and subsequently with the east shore of said inlet in a northern direction to the north end of the embayment and subsequently down the west shore of the embayment in a general southern direction to 1-161A (coordinates N 257,654, E 1,335,319); thence leaving the contour N 19° 48' W 1745 ft., passing a metal marker 1-161ARM at 11 ft., to a metal marker (1-162A) in the 423' contour on the east shore of an embayment of the lake; thence with the 423' contour as it meanders in a general northerly direction to a metal marker 1-163A; thence continuing with 423' contour as it meanders around the north end of the embayment and subsequently in a southern direction to a metal marker 1-168A (coordinates N 259,289, E 1,334,242); thence leaving contour S 12° 27' W 579 ft. to a metal marker (1-167A) in the 423' contour on the north shore of an inlet of the lake; thence with the 423' contour as it meanders around the west end of the inlet in a general southern direction to a metal marker (1-166A) (coordinates N 258,480, E 1,334,174); thence leaving the contour S 13° 58' E 494 ft. to a metal marker (1-165A) in the 423' contour on the northwest shore of an inlet of the lake; thence with the 423' contour as it meanders around the west end of the inlet in a general southern direction to a metal marker (1-164A) (coordinates N 257,816, E 1,334, 339); thence leaving the contour S 13° 58' E 300 ft., passing a metal marker (1-171 ARM) at 298 ft., to a point in the 423' contour at metal marker 1-171A on the shore of Pickwick Landing Lake; thence with the 423' contour as it meanders in a general westerly direction to Bover Branch and subsequently with the east shore of said inlet in a northern direction to the north end of a small inlet subsequently down the west shore of the embayment to the main inlet subsequently in a northern direction to the north end of the embayment and subsequently down the west shore of the embayment in a general southern direction to the mouth of Bover Branch inlet, continuing with 423' contour as it meanders in a general westerly direction to the beginning, containing 1120 acres, more or less, gross. Part of the above described tract of land was conveyed to Tennessee River Pulp & Paper Company by The First National Bank of Birmingham, as Trustee, by deed dated November 20, 1959, recorded in Deed Book 45, page 19, in the Register's Office of said county, and the remainder of the same was conveyed to Tennessee River Pulp & Paper by Herman A. Keeton and William A. Smith, by deed dated June 12, 1969, recorded in Deed Book 63, page 223, in said Register's Office.

The portion of the above described property which was conveyed to Herman A. Keeton and William A. Smith by the United States of America by deed dated April 20, 1956, filed for record December 31, 1956 and recorded in Deed Book 40, page 121 in the Register's Office of said county and designated as Tract XPR-203 and containing 296 acres, more or less includes the right of ingress and egress to and from the waters of Pickwick Landing Lake over and upon the adjoining land lying between the 423 ft. contour elevation and the waters of the lake and this right of ingress and egress to and from Tract XPR-203 is also conveyed herewith.

Tennessee River Pulp & Paper Company also conveys to the grantee herein three permanent easements each one hundred feet in width for access to and from the property herein conveyed over adjoining land owned by the grantor, two of which are non-exclusive easements and extend fifty feet in width on each side of two lines described as follows:

Line One

BEGINNING at a steel post, the same being an inner corner of Tennessee River Pulp & Paper Co. and the northeast corner of Bryce Sawyer; thence S 05° 01' W 382 ft. to the centerline of Bruton Branch and Pickwick Road; thence with said road as follows: N 86° 16' E 128.7 ft., N 87° 16' E 150 ft., N 89° 11' E 200 ft., S 88° 59' E 150 ft., S 87° 09' E 150 ft., S 85° 42' E 851.6 ft., S 86° 07' E 100 ft., S 88° 18' E 100 ft., N 88° 42' E 100 ft., N 85° 49' E 100 ft., to

See Release Book No. 23 Page 688
 This 15 day of July 1959
 By Jorge H. Homan Reg

the true beginning of said 100 ft. wide access easement; thence with the centerline of said easement, an existing woods road as follows: S 28° 43' E 66 ft., S 42° 31' E 90 ft., S 16° 55' E 90 ft., S 09° 01' W 75 ft., S 52° 41' E 400 ft., S 43° 14' E 100 ft., S 55° 09' E 140 ft., S 61° 50' E 100 ft., S 40° 04' E 100 ft., S 24° 54' E 100 ft., S 51° 33' E 100 ft., S 83° 04' E 90 ft., S 71° 51' E 245 ft., S 57° 54' E 50 ft., S 74° 18' E 130 ft., N 85° 54' E 100 ft., S 51° 44' E 235 ft., S 39° 02' E 165 ft., S 28° 52' E 100 ft., S 50° 12' E 140 ft., S 24° 47' E 370 ft., S 34° 30' E 300 ft., S 42° 10' E 140 ft., S 68° 27' E 100 ft., S 18° 40' E 100 ft., S 35° 32' E 150 ft., S 9° 53' W 125 ft. to a point where said easement intersects the northwest boundary line of a ±1120 acre tract, said point being S 55° 10' W 593 ft. from concrete monument HA 139.

Line three:

BEGINNING at a steel post, the same being an inner corner of Tennessee River Pulp & Paper Co. and the northeast corner of Bryce Sawyer; thence S 05° 01' W 382 ft. to the centerline of Bruton Branch and Pickwick Road; thence with said road as follows: N 86° 16' E 128.7 ft., N 87° 16' E 150 ft., N 89° 11' E 200 ft., S 88° 59' E 150 ft., S 87° 09' E 150 ft., S 85° 42' E 851.6 ft., S 86° 07' E 100 ft., S 88° 18' E 100 ft., N 88° 42' E 100 ft., N 85° 49' E 100 ft., N 78° 27' E 130 ft., N 73° 02' E 160 ft., N 66° 06' E 150 ft., N 60° 02' E 150 ft., N 54° 40' E 150 ft., N 47° 40' E 160 ft., N 42° 40' E 500 ft., N 43° 22' E 360 ft., N 52° E 145 ft., N 60° 12' E 140 ft., N 69° 37' E 120 ft., N 76° 58' E 120 ft., N 84° 10' E 120 ft., S 87° 29' E 140 ft., S 75° E 1350 ft., S 88° 07' E 150 ft., N 82° 01' E 150 ft., N 73° 01' E 145 ft., N 65° 30' E 150 ft., N 56° 37' E 150 ft., N 47° 01' E 150 ft., N 37° 55' E 185 ft., N 27° 59' E 602.14 ft., N 32° 51' E 140 ft., N 40° 20' E 120 ft., N 49° 22' E 120 ft., N 56° 30' E 150 ft., N 65° E 120 ft., N 72° 01' E 120 ft., N 81° 27' E 165 ft., N 87° 52' E 958.95 ft. to the true beginning of said 100 ft. wide access easement; thence with the centerline of said easement, an existing woods road as follows: S 09° 27' W 256.54 ft., S 29° 30' E 80 ft., S 41° 46' E 145 ft., S 25° 40' E 100 ft., S 16° 35' E 300.31 ft., S 21° 37' E 200.32 ft., S 83° 53' E 301.83 ft., S 70° 07' E 100 ft., S 68° 13' E 221.21 ft., S 53° 14' E 271.22 ft., S 75° 35' E 500 ft., S 54° 41' E 150 ft. to a road intersection; thence leaving existing road S 31° 55' E 347.92 ft., S 28° 06' E 170 ft., S 16° 43' E 287.3 ft., S 10° 55' E 280.02 ft., S 54° 66' E 173.7 ft., S 9° 54' E 156 ft., S 00° 55' E 182.4 ft., S 27° 25' E 130 ft., S 50° 35' E 115 ft., S 61° 47' E 201.02 ft., S 38° 32' E 172.86 ft., S 62° 18' E 380.95 ft. to a woods road; thence with existing road S 36° 15' W 100 ft., S 61° 47' W 175 ft., N 81° 42' W 198.79 ft., S 76° 12' W 175 ft., S 88° 18' W 120 ft., S 52° 38' W 75 ft., S 14° 27' W 170 ft., S 33° 51' W 100 ft., S 10° 03' E 200.07 ft., S 4° 36' W 179.77 ft., S 21° 30' W 160 ft., S 5° 08' W 202.73 ft. to a point where said easement intersects the northeast boundary line of a ±1120 acre tract, said point being N 69° 50' W 666.5 ft. from concrete monument HA 136.

A third easement which shall be exclusively for the use of the grantee, his heirs and assigns and extends fifty feet in width on each side of a line described as follows:

Line two:

BEGINNING at a steel post, the same being an inner corner of Tennessee River Pulp & Paper Co. and the northeast corner of Bryce Sawyer; thence S 05° 01' W 382 ft. to the centerline of Bruton Branch and Pickwick Road; thence with said road as follows: N 86° 16' E 128.7 ft., N 87° 16' E 150 ft., N 89° 11' E 200 ft., S 88° 59' E 150 ft., S 87° 09' E 150 ft., S 85° 42' E 851.6 ft., S 86° 07' E 100 ft., S 88° 18' E 100 ft., N 88° 42' E 100 ft., N 85° 49' E 100 ft., N 78° 27' E 130 ft., N 73° 02' E 160 ft., N 66° 06' E 150 ft., N 60° 02' E 150 ft., N 54° 40' E 150 ft., N 47° 40' E 160 ft., N 42° 40' E 500 ft., N 43° 22' E 360 ft., N 52° E 145 ft., N 60° 12' E 140 ft., N 69° 37' E 120 ft., N 76° 58' E 120 ft., N 84° 10' E 120 ft., S 87° 29' E 140 ft., S 75° E 1350 ft., S 88° 07' E 150 ft., N 82° 01' E 150 ft., N 73° 01' E 145 ft. to the true beginning of said easement, an existing woods road as follows: S 09° 27' E 165 ft., S 12° 26' W 250.38 ft., S 3° 11' E 145 ft., S 17° 36' W 150 ft., S 6° 51' W 100 ft., S 23° 47' E 171.24 ft., S 40° 12' E 303.31 ft., S 43° 56' E 202.36 ft., S 51° 10' E 182.35 ft., S 43° 50' E 80 ft., S 15° 22' E 140.72 ft., S 51° 57' E 125 ft., S 34° 30' E 176.72 ft., S 67° 20' E 100 ft., S 2° 46' E 166.29 ft. to a point where said easement intersects the Northwest boundary line of a ±1120 acre tract, said point being S 55° 10' W 41 ft. from concrete monument HA 138.

The three above described easement are over property conveyed to the grantor by Tennessee River Land Company by deed dated July 25, 1961, recorded in Deed Book 48, page 1-4, Register's Office of Hardin County.

RESERVATIONS:

Reconveyance of Waterfront lot:

As part of the consideration for this conveyance the grantee herein agrees to reconvey to Tennessee River Pulp & Paper Company one waterfront lot in the 1120 acres herein conveyed with minimum of 250 feet of waterfront on Pickwick Lake reservoir and a minimum depth of 300 feet from the waterfront.

The lot to be reconveyed to Tennessee River Pulp & Paper Company will be selected as follows:

1. The grantee, his heirs or assigns, will have one year from the date of the deed to submit a master development plan to Tennessee River Pulp & Paper Company showing the location and size of all lots to be subdivided on the waterfront and indicating the building and use restrictions to be imposed upon these lots and the easements for the access to the same.

2. Grantee will have the right to reserve one lot from such master development plan. Tennessee River Pulp & Paper Company will have 60 days from receipt of such master development plan to select its choice of a lot or lots within the 1120 acre tract which will provide a minimum of 250 feet of waterfront and 300 feet of depth from the waterfront and without restrictions that would prohibit developing such lot or lots as a single unit, and use of such lot or lots for recreational purposes.

3. Should the grantee herein, his heirs or assigns, fail to submit a master plan to Tennessee River Pulp & Paper Company within one year from the date of this deed, then Tennessee River Pulp & Paper Company may select a waterfront lot of its choice from the 1120 acre tract with 250 feet on the waterfront and a depth of 300 feet and describe an easement for access to the property not less than 50 feet in width from Pyburn Road. Such selection to be furnished in writing to the grantee, his heirs or assigns, within 60 days after the expiration of one year from the date of this deed.

4. Within 30 days after receipt of the notice from Tennessee River Pulp & Paper Company of its selection of the lot from the master plan or the description of the lot and access easement if no master plan is submitted, the grantee, his heirs or assigns, will convey the selected lot or parcel to Tennessee River Pulp & Paper Company by special warranty deed free and clear of all encumbrances except current taxes which will be prorated, restrictions as set forth on this deed, and such restrictions as shall pertain to the entire subdivision which are not in violation of the terms of this agreement.

5. This agreement as to reconveyance of the lot will be incorporated in any subsequent conveyances made by the grantee including any mortgage and deed of trust, and any party accepting a conveyance of the 1120 acres herein conveyed or any portion thereof or a mortgage or deed of trust on the same shall be obligated to convey and release the lot to be selected to Tennessee River Pulp & Paper Company on the same terms and conditions as set forth herein.

Oil, Gas, and Mineral Rights:

Tennessee River Pulp & Paper Company conveys and transfers to the grantee herein all rights it may have to oil, gas, coal and other minerals on or under the tracts of land hereinbefore described, to a depth of five hundred (500) feet below the natural surface of the land. The grantor shall not have or retain the right to enter upon or over the surface of said tracts of land hereinbefore described to explore for or extract oil, gas, coal or other minerals, or to explore for or extract same by drilling, subsurface or surface mining methods or otherwise, if such means pierce, disturb or damage the surface of the said tracts of land or the trees or other vegetation growing on or located upon said tracts of land. It is the further intent of this paragraph to prohibit any surface operations on the tracts of land hereinbefore described. Tennessee River Pulp & Paper Company reserves all rights to oil, gas, coal and other minerals five hundred (500) feet and more below the natural surface of the land and the same are hereby excluded from this conveyance.

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, unto the said E. BENARD BLASINGAME, his heirs and assigns forever, in fee simple.

*See Dormant Mineral Book #1, page 1.
March 30, 1990. J. Hoes, Reg.
[Signature]*

And TENNESSEE RIVER PULP & PAPER COMPANY covenants with said E. BENARD BLASINGAME, his heirs and assigns, that it is lawfully seized and possessed of said land in Fee Simple; has a good right to convey the same, and that the same is unencumbered except by the taxes for 1986 which will be paid by the grantor, by any taxes retroactively assessed resulting from change in Green Belt status of the property herein conveyed which will be paid by the Grantee, and by the following restrictive covenants and agreements:

Release of Nuisance Claims:

As part of the consideration of the land herein conveyed the grantee, his heirs, successors, representatives and assigns hereby releases the grantor from any and all rights of action for using its property at Counce, Tennessee, more particularly described as follows:

Property owned by Tennessee River Pulp & Paper Company and being that portion of said property of which the mill is located designated on the tax records for Hardin County, Tennessee, as Map 156, Parcel 1.01, reference to said tax records in the Office of the Assessor of Property being here made for a complete and accurate description of said property, as the same is incorporated herein by reference thereto, as said property contains approximately 368 acres and is bounded on the north by other property owned by Tennessee River Pulp and Paper Company, Inc., on the south by State Highway 57 and others, on the east by Callens, and other property owned by Tennessee River Pulp and Paper Company, Inc. and on the west by other property owned by Tennessee River Pulp and Paper Company, Inc. and being the property acquired by Tennessee River Pulp and Paper Company, Inc. by deeds recorded in the Register's Office for Hardin County, in the following Deed Books and Pages: Deed Book 42, page 531, Deed Book 42, page 582, Deed Book 42, page 591, Deed Book 42, page 501, Deed Book 42, page 588, Deed Book 42, page 502, Deed Book 43, page 104, Deed Book 43, page 60, Deed Book 43, page 104, Deed Book 42, page 60, Deed Book 42, page 62, Deed Book 42, page 120, Deed Book 43, page 54, Deed Book 43, page 63 Deed Book 43, page 144, Book 43, page 53, Book 43, page 19, Book 43, page 92,

for the operation of a pulp and paper mill and related industries and processes or because of any fumes, odors, vapors, smoke, particles or other discharges into the atmosphere or the creation of noise, light, or vibration by reason of such location and use of a pulp and paper mill on said lands, and the grantee hereby covenants that neither he nor his heirs, successors, representatives or assigns will bring any action or complaint in any state or federal court or before any administrative agency on account of any alleged nuisance caused by the grantor as a result of its customary and normal operation of said pulp and paper mill on its Mill Property, including, but not by way of limitation, any nuisances due to fumes, odors, vapors, particles, smoke or other discharges into the atmosphere, light, sound, or vibration, provided that nothing in this covenant shall restrict grantee, his heirs, successors, representatives and assigns from making a complaint to the appropriate administrative agencies of any alleged non-compliance by said pulp and paper mill with any federal, state or local statutes, ordinances and regulations, including guidelines regarding such nuisances.

The foregoing provision will be a covenant running with the land herein conveyed and will be inserted in all future deeds and conveyances of same or any portion thereof.

TVA Restrictions:

Exceptions, conditions, restrictions and limitations as shown in deeds from United States of America to W. R. Bullington Lumber Company dated April 20, 1956, recorded in Deed Book 40, page 369-72, Tract XPR-201 to Herman A. Keeton and William A. Smith dated April 20, 1956, recorded in Deed Book 40, page 118, Tract XPR-202 to Herman A. Keeton and William S. Smith dated April 20, 1956, recorded in Deed Book 40, page 121, Tract XPR-203 and to Herman A. Keeton and William S. Smith dated April 20, 1956, recorded in Deed Book 40, page 123, Tract XPR-204, all of which are incorporated by reference herein as fully as if copied in full.

Other Easements and Reservations:

Reservation of minerals with rights and privileges thereto belonging as contained in a deed from H. B. Welch and wife to United States of America dated May 6, 1937, recorded in Deed Book 14, page 385, Register's Office of Hardin County, Tennessee, affecting Tract XPR-201.

Mineral rights reserved in the deed from E. A. Stansell and wife to United States of America dated November 30, 1936, recorded in Deed Book 14, page 133, affecting a part of Tract XPR-203.

Subject to all easements for roads which run across the tract or along the boundaries thereof.

Subject to easement for Wilson Dam-Pickwick TVA transmission line as reserved by the United States of America in the deeds from it to previous owners.

And TENNESSEE RIVER PULP & PAPER COMPANY does further covenant and bind itself its successors and assigns to warrant and forever defend the title to said land unto the said E. BENARD BLASINGAME, his heirs and assigns, against the lawful claims of all persons claiming by, through, or under it, but not further or otherwise.

IN WITNESS WHEREOF said corporation has caused its name to be signed hereto by its duly authorized officer on this the 6th day of January, 1987.

TENNESSEE RIVER PULP & PAPER COMPANY

ATTEST

John R. Olsen
Assistant Secretary

BY

W. B. Co.
Senior Vice President

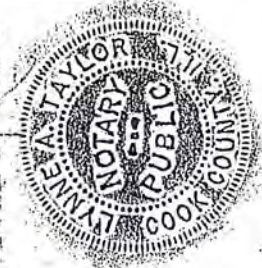
STATE OF Illinois
Cook COUNTY

Personally appeared before me, the undersigned Notary Public in and for said County and State, W. H. Swisselme, with whom I am personally acquainted or who proved to me on the basis of satisfactory evidence, and who upon oath acknowledged himself to be the Sr. Vice President of TENNESSEE RIVER PULP & PAPER COMPANY, the within named bargainer, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation.

Witness my hand and Notarial Seal, at Evanston Illinois, this the 6th day of January, 1987.

My commission expires My Commission Expires October 17, 1989

Lynne A. Taylor
Notary Public



Address of taxpayer: E. BENARD BLASINGAME
c/o Aqua Glass Corporation
P. O. Box 412

Adamsville, Tennessee 38310

MORTGAGEE:
United American Bank of Memphis

ILLINOIS COOK
STATE OF ~~TENNESSEE~~, ~~HARDIN~~ COUNTY

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 \$ 1,540,000., which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

Lynne A. Taylor
Affiant
Attorney for Tennessee River Pulp & Paper Company

Subscribed and sworn to before me this the 6th day of January, 1987.

Artemis B. Vaughn

My Commission Expires June 20, 1988



STATE OF TENNESSEE
HARDIN COUNTY
REGISTER'S OFFICE

I, Joyce Hosea, Register of said County, do certify that the within instrument was filed for record on the 14 day of Jan, 1987 at 11:15 o'clock A M. and noted in Note Book No. 25 Page 189 and recorded in Deed Book No. 125 Page No. 472

Joyce Hosea (ms) Register

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars and the exchange of other property of like kind and equal value, the receipt, sufficiency and exchange of which is hereby acknowledged, PACKAGING CORPORATION OF AMERICA, a Corporation organized and existing under the laws of the State of Delaware, with an office in Counce, Tennessee, hereinafter sometimes referred to as "GRANTOR, has bargained and sold and does hereby bargain, sell, transfer and convey unto E. BENARD BLASINGAME, of Adamsville, Tennessee, hereinafter sometimes referred to as "GRANTEE", the following tracts or parcels of land, situated lying and being in the 5th Civil District of Hardin County, Tennessee, and being tracts of land and parts of tracts of land conveyed to Tennessee River Pulp & Paper Company by Deeds hereinafter referred to, and which tracts are now owned by Packaging Corporation of America, by Merger of Tennessee River Pulp & Paper Company into it, by Certificate of Ownership and Merger, duly filed for record in the Register's Office of said county and recorded in Charter Book No. 5, page 556, in said office, and which tracts herein conveyed are fully described by metes and bounds on Exhibit "A" attached hereto and made a part hereof, and shown on Exhibit "B" attached hereto and made a part hereof, said tracts shown on Exhibit "B" having been heretofore conveyed to the said E. Benard Blasingame by unrecorded Exchange Deed from Tennessee River Pulp & Paper Company, dated October 27, 1987, and containing 141.667 acres, more or less.

There is also conveyed to the said E. Benard Blasingame, his heirs and assigns, all rights which it may have to all oil, gas, coal and other minerals on and under the 1st, 2nd, 3rd and 5th tracts of land shown on Exhibit "A", to the depth of 500 feet below the natural surface of the land. The Grantor shall not have or retain the right to enter upon or over the surface of the tracts of land above mentioned and shown on Exhibit "A" to explore for or extract oil, gas, coal or other minerals or to explore for or extract same by drilling, sub-surface or surface mining methods

STATE TRANSFER TAX PAID
IN AMOUNT OF \$ 775.60
ON THIS INSTRUMENT

This instrument prepared by
E. W. ROSS, JR.
Atty. at Law
P.O. BOX 398
Savannah, Tenn.
38372

See Deed Book 143,
pages 622+623.

2-5-91
J. Hosen, Reg.
mg

See Deed Book
143, page 758.

2-22-91
J. Hosen, Reg.
mg

For Corrected Deeds See
D. B. 147 Page 542,
Page 546 - 2-16-91
Jorge Hosen (ms)

HARDIN COUNTY ASSESSOR'S OFFICE
COMM. RES. FARM
ASSASSOR DEPUTY *Stanley & Newberry*
SALE # 697
MAR 137 GP 115
137-173 138-54 PL 115
COMPLETE PARTIAL
VAC IMP
SPLET 137-12

or otherwise, if such means pierce, disturb or damage the surface of the said tracts of land or the trees or other vegetation growing on or located upon said tracts of land. It is further intended by this paragraph to prohibit any surface operations on the tracts of land mentioned in Exhibit "A" above.

Packaging Corporation of America reserves all rights to oil, gas, coal and other minerals 500 feet and more below the natural surface of the land and the same are hereby excluded from this conveyance.

TO HAVE AND TO HOLD the above described and designated land as shown on Exhibits "A" and "B", together with the appurtenances thereunto belonging, unto the said E. Benard Blasingame, his heirs and assigns, forever.

Said Packaging Corporation of America covenants with the said E. Benard Blasingame, his heirs and assigns, that it is lawfully seized and possessed of the land as described on Exhibit "A" attached hereto, and made a part hereof, that it has the right to convey the same and that the same is unencumbered, except said first tract as described on Exhibit "A" by an electric transmission line easement granted by Emma B. Counce to the United States of America for the Wilson-Pickwick Dam Transmission Line, designated as Tract WP123, dated August 20, 1935, recorded in Deed Book No. 12, page 404, in said Register's Office, said right-of-way being 150 feet in width; also by electric transmission line easement granted by the said Emma B. Counce to the United States of America dated November 7, 1939, recorded in Deed Book No. 16, page 353, in said Register's Office of the Wilson-Pickwick Second Circuit right-of-way, said right-of-way being 150 feet in width; and by an electric transmission line easement granted by Elmer W. Counce and wife, Marilucile Counce to the United States of America, for the Pickwick-Savannah Transmission Line, designated as Tract PIS-2, which easement is 225 feet in width, and is dated August 21, 1951, recorded in Deed Book No. 33, page 127, in said Register's Office; also except by electric transmission line easement for the Wilson

Dam transmission line easement 150 feet in width granted by the Wood Preserving Corporation to the United States of America as to the tracts shown on Exhibit "B", also by the reservation of all oil, gas and other mineral rights reserved by Koppers Company in Deed to Tennessee River Land Company dated March 24, 1961, recorded in Deed Book No. 47, page 267, in said Register's Office, as shown on Exhibit "B".

The lands described in Exhibits "A" and "B", by the release of nuisance claims as hereinafter set out, also by any taxes retroactively assessed resulting from change in the Green Belt status of said land, and which will be paid by the Grantee, also subject to the lien of the 1988 taxes on the land shown on Exhibit "A", and which are to be prorated as of the date of the delivery of this conveyance.

Also subject to the exclusive easement granted to the Grantee herein by Deed dated January 6, 1987, recorded in Deed Book No. 128, page 447, in said Register's Office, across the 1st tract as described in Exhibit "B", and all of said lands in Exhibits "A" and "B", subject to any other existing easements which run across the tracts or along the boundaries thereof.

As to the first tract as shown on Exhibit "B", subject to the right of ingress to and egress from the same along the Western boundary of said tract, and being along an old road along said boundary, and said easement is reserved by said Packaging Corporation of America, its successors and assigns, and by the following restrictive covenants and agreements as to tract described in Exhibits "A" and "B".

Release of Nuisance Claims:

As part of the consideration of the land herein conveyed the Grantee, his heirs, successors, representatives and assigns hereby releases to Grantor from any and all rights of action for using its property at Counce, Tennessee, more particularly described as follows:

Property owned by Packaging Corporation of America and being that portion of said land of which the mill is located designated on the tax records of Hardin County, Tennessee, as Map 156, Parcel 1.01, reference to said tax records in the Office of the Assessor of Property being here made for a complete and accurate description of said property, as the same is incorporated herein by reference thereto, as said property contains approximately 368 acres,

and is bounded on the North by other property of Packaging Corporation of America, on the South by State Highway 57 and others, on the East by Callens, and other property owned by Packaging Corporation of America, and on the West by other property owned by Packaging Corporation of America, and being the property acquired by Tennessee River Pulp & Paper Company Inc., by Deeds recorded in the Register's Office for Hardin County, in the following Deed Books and Pages: Deed Book 42, page 531; Deed Book 42, page 582; Deed Book 42, page 591; Deed Book 42, page 501; Deed Book 42, page 588; Deed Book 42, page 502; Deed Book 43, page 104; Deed Book 43, page 60; Deed Book 43, page 104; Deed Book 42, page 60; Deed Book 42, page 62; Deed Book 42, page 120; Deed Book 43, page 54; Deed Book 43, page 63; Deed Book 43, page 144; Deed Book 43, page 53; Deed Book 43, page 19, Deed Book 43, page 92.

for the operation of a pulp and paper mill and related industries and processes or because of any fumes, odors, vapors, smoke, particles or other discharges into the atmosphere or the creation of noise, light, or vibration by reason of such location and use of a pulp and paper mill on said lands, and the Grantee hereby covenants that neither he nor his heirs, successors, representatives or assigns will bring any action or complaint in any state or federal court or before any administrative agency on account of any alleged nuisance caused by the Grantor as a result of its customary and normal operation of said pulp and paper mill on its Mill Property, including, but not by way of limitation, any nuisances due to fumes, odors, vapors, particles, smoke or other discharges into the atmosphere, light, sound, or vibration, provided that nothing in these covenants shall restrict Grantee, his heirs, successors, representatives and assigns, from making a complaint to the appropriate administrative agencies of any alleged non-compliance by said pulp and paper mill with any federal, state or local statutes, ordinances and regulations, including guidelines regarding such nuisances.

The foregoing provision will be a covenant running with the land herein conveyed and will be inserted in all future deeds and conveyances of same or any portion thereof.

Packaging Corporation of America further covenants and binds itself and its successors to warrant and forever defend the title to the lands as described in Exhibits "A" and "B" unto the said E. Benard Blasingame, his heirs and assigns, against the lawful claims of all persons claiming by, through or under it, but not further or otherwise.

As aforesaid by Deed dated the 27th day of October, 1987, Tennessee River Pulp & Paper Company conveyed the lands shown on Exhibit "B" attached hereto and made a part hereof to the said E. Benard Blasingame, by Exchange Deed for lands of like kind and value, and only the value of the lands as described in

Exhibit "A" is for the exchange of other lands of like kind and value as of the date of this conveyance.

IN WITNESS WHEREOF, the name of PACKAGING CORPORATION OF AMERICA is signed hereunto by R. D. Harlow

a duly authorized officer thereof, and attested by _____

John R. Olsen Assistant Secretary thereof, they

being authorized so to do, on this the 11th day of May, 1988.

PACKAGING CORPORATION OF AMERICA

By R. D. Harlow
R. D. Harlow, Senior Vice President



John R. Olsen
Assistant Secretary

STATE OF ILLINOIS I

COUNTY OF COOK I

Before me ARTEMIS G. VOUGLIS a Notary Public, of the State and County aforesaid, personally appeared R. D. Harlow with whom I am personally acquainted, and who upon oath, acknowledged himself to be Senior Vice President of PACKAGING CORPORATION OF AMERICA, the within named bargainer, a Corporation, and that he as such Senior Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself, as Senior Vice President.

WITNESS my hand and Notarial Seal at office in Cook County, Illinois, on this the 11th day of May, 1988.

My commission expires _____ My Commission Expires June 29, 1988

Send Tax Notice to:
E. Benard Blasingame
c/o Aqua Glass Corp.
P. O. Box 412
Adamsville, TN. 38310

Artemis G. Vouglis
NOTARY PUBLIC.



EXHIBIT "A"

The following tract conveyed by Elmer W. Counce and wife, Marilucile D. Counce to Tennessee River Pulp & Paper Company, dated June 30, 1973, recorded in Deed Book No. 73, page 508, in the Register's Office of said county:

Beginning at TVA Marker HA-149, in the East Boundary line of the Cooper land, and the Southwest corner of the tract herein conveyed; runs thence North 2 degrees 30 minutes East with Cooper's East Boundary line, 778 feet to a stake in the center of a woods road; thence with the center of said road, South 75 degrees East 182 feet, South 86 degrees 30 minutes East 200 feet, South 42 degrees East 250 feet, South 88 degrees East 75 feet, North 72 degrees East 62 feet, North 63 degrees East 45 feet, North 48 degrees 30 minutes East 385 feet, South 73 degrees East 100 feet, South 52 degrees East 176 feet, South 73 degrees East 62 feet, North 72 degrees East 125 feet, North 66 degrees East 100 feet, North 87 degrees East 148 feet, North 73.5 degrees East 30 feet to a stake in the center of said road; thence leaving said road, North 4 degrees East 609 feet to a stake in a branch; thence with the meanders of said branch, North 85 degrees East 100 feet, North 72 degrees 30 minutes East 120 feet, North 63 degrees East 115 feet, North 30 degrees East 100 feet, South 70 degrees East 77 feet, North 86 degrees East 138 feet, North 70 degrees East 100 feet, North 68 degrees 30 minutes East 117 feet, South 71 degrees East 45 feet, North 23 degrees East 23 feet, North 85 degrees East 55 feet, North 82 degrees 30 minutes East 193 feet, North 16 degrees East 96 feet, North 58 degrees East 48 feet, North 57 degrees East 35 feet to a stake in said branch; thence leaving said branch and with a wire fence, South 87 degrees 30 minutes East 1387 feet to a stake in the same, and in the boundary line of Tennessee River Pulp & Paper Company; thence with the West Boundary line of said paper company, South 3 degrees 30 minutes West 2,000 feet to a TVA Marker HA-147; thence North 86 degrees 30 minutes West passing an iron pin at 1261 feet, continuing in the same direction an additional 690 feet to TVA Marker HA-148; passing the same and continuing in the same direction 2269 feet, in all 4220 feet to the beginning, containing 138.08 acres more or less.

One tract conveyed by Vivian S. Crowe to Tennessee River Pulp & Paper Company by Deed dated May 1, 1973, recorded in Deed Book No. 73, page 274, in said Register's Office, and bounded and described as follows:

Beginning at TVA Monument HA-145 an ell corner of a tract of land now owned by Tennessee River Pulp & Paper Company, the most Southern Southeast corner of the within described tract; runs thence with a North Boundary line of said Tennessee River Pulp & Paper Company tract, South 83 degrees West 1,060 feet to TVA Monument HA-146; thence North 82 degrees 30 minutes West 370 feet to TVA Monument HA-147; thence with the East Boundary line of the Counce tract, North 8 degrees East 2,000 feet to a stake in a drain; thence with Crofts South Boundary line, South 78 degrees East 1,050 feet to a stake, said Crofts Southeast corner; thence with Crofts East Boundary line, North 1 degree East 1312 feet to a stake in a fence; thence South 86 degrees East 690 feet to a stake, a corner of the D. A. Majors tract; thence with said Majors line, South 1 degree West 270 feet to a stake at the head of a deep hollow; thence with said Majors West Boundary line, in a Southern direction with the meanders of said hollow, 1510 feet to TVA Monument HA-143; thence West 720 feet to TVA Monument HA-144; thence South 6 degrees West 1320 feet to the beginning, containing 86.5 acres, more or less.

(Contd. Exhibit "A")

One tract conveyed by D. A. Majors, Jr. and wife, Nellie Muriel Majors, to Tennessee River Pulp & Paper Company, by Deed dated May 31, 1973, recorded in Deed Book No. 73, page 327, in said Register's Office, and bounded and described as follows, to-wit:

Beginning on TVA Monument HA-143, in Bover Branch, the most Eastern Southeast corner of the James P. Crowe and wife tract, formerly owned by Mrs. Louise Crowe; runs thence due East 610 feet to TVA Monument HA-142; thence North 5 degrees East 1820 feet to TVA Monument HA-141; thence South 84 degrees East 1800 feet to a stake; thence North 5 degrees East 1460 feet to a pile of rocks; thence North 84 degrees West 2600 feet to a set stake in an old road known as the Old Bald Knob Road; thence with said road, South 61 degrees West 400 feet to a stake in the same; thence continuing with said road South 7 degrees West 460 feet, South 3 degrees East 180 feet, South 25 degrees East 160 feet, South 3 degrees West 240 feet, South 24 degrees East 240 feet, South 6 degrees East 200 feet to a 12 inch red oak; thence leaving said road, North 86 degrees West 210 feet to a stake, said Crowe's Northeast corner; thence with the East Boundary line of said Crowe tract, South 1 degree West 270 feet to a red oak at the head of a deep hollow; thence continuing with the East Boundary line of said Crowe tract, and said hollow and Bover Branch, in a southern direction, with the meanders of said hollow and said Bover Branch, 1510 feet to the beginning, containing 135.6 acres, more or less.

One tract being a part of the tract of land conveyed to Tennessee River Pulp & Paper Company by Tennessee River Land Company, by Deed dated June 6, 1961, recorded in Deed Book No. 48, page 1, in the Register's Office of Hardin County, Tennessee, and bounded and described as follows, to-wit:

Beginning at TVA Concrete Monument No. HA-140 and running North 55 deg. 10' East 75 feet to a rock in the North Boundary of E. Benard Blasingame property, said rock corner being the true point of beginning, and being the Southwest corner of the property herein described; thence running with the East line of the remaining portion of Tennessee River Pulp & Paper Company (TRP&P) property, North 04 deg. 53' East, passing an iron pin at 1436 feet, continuing 127 feet, in all 1563 feet to a point in the center of a log road; thence continuing with the remaining portion of TRP&P property, running with the meanders of said log road partway, South 40 deg. 46' 52" East, 1208.79 feet to a point in the North line of said E. Benard Blasingame property described in Deed Book No. 125-472; thence running with same, South 55 deg. 10' West, 1124 feet to the point of beginning containing 15.512 acres.

The above tracts lie adjoining and form and are treated as one body of land.

One tract being a part of the tract of land conveyed by Ray Johnson, Executor to Tennessee River Pulp & Paper Company by Deed dated June 30, 1982, recorded in Deed Book No. 109, page 318, in said Register's Office, and is a strip of land 200 feet in width, the centerline of which is bounded and described as follows, to-wit:

(Contd. Exhibit "A")

Beginning at a point in the center of Bruton Branch Road in the South Boundary of Benny Austin property, being a Northeast corner of Johnson tract belonging to Tennessee River Pulp & Paper Company (TRP&P); thence running with the center of Bruton Branch Road, South 06 deg. 34' West, 100 feet to the true point of beginning of the property herein described; thence leaving the said road and crossing TRP&P-Johnson tract as follows: North 83 deg. 30' 55" West, 714.84 feet; North 81 deg. 56' West 449.92 feet; North 14 deg. 16' 20" West, 363.88 feet; North 01 deg. 11' 40" West, 756.56; and North 04 deg. 54' East, 92.82 feet to a point in the South line of TRP&P property, being the North line of said TRP&P-Johnson tract, the 2378.02 feet line described herein above is the center line of a 200 feet wide right-of-way having an area of 10.918 acres.

EXHIBIT "B"

The following tracts heretofore conveyed to the said E. Benard Blasingame, by Exchange Deed dated October 27, 1987, made by Tennessee River Pulp & Paper Company, and bounded and described as follows, to-wit:

One tract being a part of a tract of land conveyed by Tennessee River Land Company to Tennessee River Pulp & Paper Company, by Deed dated June 6, 1961, recorded in Deed Book No. 48, page 1, in said Register's Office, and bounded and described as follows, to-wit:

Beginning at TVA Concrete Monument No. HA-138, a point in the North Boundary of E. Benard Blasingame property described in Deed Book 125-472; thence running with the North Boundary of said Blasingame property South 55 deg. 10' West 879.17 feet to a point in the center of a log road, being the Southwest corner of the subject property; thence running with the remaining portion of Tennessee River Pulp & Paper Company (TRP&P) property, North 45 deg. 18' 02" West, to a point in the center of Pyburn Road, said point being the intersection of the centerline of the said Pyburn road with the centerline of a log road intersecting Pyburn Road from the Southeast, said point being the point of curvature or a curve in Pyburn Road with parameters as follows: R = 794.45 ft.; T = 400.50 ft.; I = 53 deg. 30' 29" R, running with said curve and the center of Pyburn Road 741.93 feet to a point of tangency; thence continuing South 80 deg. 45' 45" East 1319.62 feet to a point of curvature with parameters as follows: R = 936.59 feet; T = 680 feet; and I = 71 deg. 57' 57" L, running 971.47 feet with said curve to a point in the center of said road and the center of a metal culvert under said road; thence leaving the said road and running with the remaining portion of TRP&P property, South 19 deg. 58' East 2682.92 feet to a point in a branch, said point being in the North Boundary of E. Benard Blasingame property described in Deed Book 125, page 472; thence running with same, North 66 deg. 45' 42" West 490.57 feet to the point of beginning, containing 123.453 acres.

One tract being a part of said tract conveyed by Tennessee River Land Company to Tennessee River Pulp & Paper Company by Deed dated June 6, 1961, recorded in Deed Book No. 48, page 1, in said Register's Office, and being a strip of land 200 feet in width, the centerline of which is bounded and described as follows, to-wit:

Beginning at an iron pin in the North Boundary of Tennessee River Pulp & Paper Company (TRP&P) property, Johnson tract, being the Southwest corner of Benny Austin property and the Southeast corner of a tract belonging to TRP&P; thence running the North Boundary of said Johnson tract, North 85 deg. 06' West, 100 feet to a point being the true point of beginning of the property herein described; thence crossing TRP&P property as follows: North 04 deg. 54' East, 1293.95 feet to a point in the center of a log road; thence running with the meanders of said log road as follows: North 46 deg. 13' 31" West, 509.42 feet; North 85 deg. 58' 50"

(Contd. Exhibit "B")

West, 307.38 feet; South 49 deg. 42' 40" West, 317.24 feet; North 78 deg. 00' 02" West, 256.28 feet; South 57 deg. 21' West, 299.22 feet; South 08 deg. 49' 30" West, 367.15 feet; South 32 deg. 34' 30" West, 290.49 feet; and North 60 deg. 36' 52" West, 325.82 feet to a point in the East line of E. Benard Blasingame property described in Deed Book 125, page 472, in the Hardin County Register's Office, the 3966.95 feet line described herein above is the centerline of a 200 feet right of way having an area of 18.214 acres.

STATE OF TENNESSEE, HARDIN COUNTY I, of us, 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 \$27,000.00 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.

Subscribed and sworn to before me this the 7th day of June 1988 at Joyce Hosea, Register

STATE OF TENNESSEE
HARDIN COUNTY
REGISTER'S OFFICE

I, Joyce Hosea, Register of said County, do certify that the within instrument was filed for record on the 7 day of June 19 88 at 11:55 o'clock A M, and noted in Note Book No. 85 Page 350 and recorded in Deed Book No. 131 Page No 615.

Joyce Hosea (MS) Register

HARDIN COUNTY ASSESSOR'S OFFICE
 COUNTY CLERK
 ASSESSOR
 DEPUTY ASSESSOR
 SALE
 MAR 13 1991
 COMPLETE
 VAC
 PARTIAL
 PARTIAL
 SALE 3

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars, and other considerations, cash in hand paid, the receipt and sufficiency whereof is hereby acknowledged, PACKAGING CORPORATION OF AMERICA, a Corporation organized and existing under the laws of the State of Delaware, with an office in Counce, Tennessee, hereinafter sometimes referred to as "Grantor" has bargained and sold and does hereby bargain, sell, transfer and convey unto E. BENARD BLASINGAME, of Adamsville, Tennessee, hereinafter sometimes referred to as "Grantee", his heirs and assigns, forever, the following tracts or parcels of land situated lying and being in the 5th Civil District of Hardin County, Tennessee, and being tracts of land and parts of tracts of land conveyed to Tennessee River Pulp & Paper Company, by Deeds hereinafter referred to and which tracts are now owned by Packaging Corporation of America, by merger of Tennessee River Pulp & Paper Company into it, by Certificate of Ownership and Merger, duly filed for record in the Register's Office of said county, and recorded in Charter Book No. 5, page 556, in said office, and which tracts herein conveyed are fully described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

There is also conveyed to the said E. Benard Blasingame, his heirs and assigns, all rights which it may have to all oil, gas, coal and other minerals on and under the second tract of land as shown on Exhibit "A" to a depth of 500 feet below the natural surface of the land. The Grantor shall not have or retain the right to enter upon or over the surface of the tracts of land above mentioned and shown on Exhibit "A" to explore for or extract oil, gas, coal or other minerals or to explore for or extract same by drilling, sub-surface or surface mining methods, or otherwise, if such means pierce, disturb or damage the surface of the said tracts of land or the trees or other vegetation growing on or located upon said tracts of land. It is further intended by this paragraph to prohibit any surface operations on the second tract of land mentioned in Exhibit "A" above.

This instrument prepared by
 E. W. ROSS, JR.
 P. O. BOX 398
 Savannah, TN.
 38372

See Deed Book 143, pages 622 + 623. 2/5/91. J. H. Housh, Reg. ng

See Deed Book 143, page 758. 2-22-91. J. H. Housh, Reg. ng

For Corrected Deed See D. Book 147 Page 542, Page 546. Joyce Housh (m.p.)

Packaging Corporation of America reserves all rights to oil, gas and coal and other minerals 500 feet and more below the natural surface of the land, and the same are hereby excluded from this conveyance.

Packaging Corporation of America does not own any mineral or mineral rights in the first tract as described in Exhibit "A" attached hereto and does not convey any oil, gas or mineral rights in the same, they being owned by other parties.

TO HAVE AND TO HOLD the above described and designated land as shown on Exhibit "A", together with the appurtenances thereunto belonging, unto the said E. Benard Blasingame, his heirs and assigns, forever.

Said Packaging Corporation of America covenants with the said E. Benard Blasingame, his heirs and assigns, that it is lawfully seized and possessed of the land as described on Exhibit "A" attached hereto and made a part hereof, that it has the right to convey the same and that the same is unencumbered, except said first above described tract as shown on Exhibit "A" by an electric transmission line easement for the Wilson Dam Transmission Line, 150 feet in width granted by Wood Preserving Corporation to the United States of America; and also by another electric transmission line easement granted by Wood Preserving Corporation to the United States of America, which is also 150 feet in width; also as stated above by the reservation of all oil, gas and other mineral rights reserved by Koppers Company in the Deed to Tennessee River Land Company, dated March 24, 1961, recorded in Deed Book No. 47, page 267, in said Register's Office, as to the first above described tract in Exhibit "A".

The lands described in Exhibit "A" by the release of nuisance claims as hereinafter set out, also by any taxes retroactively assessed resulting from change in the Green Belt status of said land, and which will be paid by the Grantee, also subject to the lien of the 1989 taxes on the land as shown on Exhibit "A",

which the Grantor will pay.

Also subject to the easements heretofore granted to the Grantee herein by Deed dated January 6, 1987, recorded in Deed Book No. 128, page 447, and by Easement as conveyed to the Grantee by Deed dated May 11, 1988, recorded in Deed Book No. 131, page 615, in the Register's Office of said county.

Also subject to the right to use said easements by the Grantor herein to reach the lot as reserved by the Grantor in its Deed to the Grantee, dated January 6, 1987, recorded in Deed Book No. 125, page 472, in said Register's Office.

Also by the following restrictive covenants and agreements as to tracts described in Exhibit "A".

Release of Nuisance Claims:

As a part of the consideration of the land herein conveyed the Grantee, his heirs, successors, representatives and assigns, hereby releases the Grantor from any and all rights of action for using its property at Counce, Tennessee, more particularly described as follows:

Property owned by Packaging Corporation of America and being that portion of said land on which the mill is located designated on the tax records of Hardin County, Tennessee, as Map 156, Parcel 1.01, reference to said tax records in the Office of the Assessor of Property being here made for a complete and accurate description of said property, as the same is incorporated herein by reference thereto, as said property contains approximately 368 acres, and is bounded on the North by other property of Packaging Corporation of America, on the South by State Highway 57 and others, on the East by Callens, and other property owned by Packaging Corporation of America, and on the West by other property owned by Packaging Corporation of America, and being the property acquired by Tennessee River Pulp & Paper Company Inc., by Deeds recorded in the Register's Office for Hardin County, in the following Deed Books and Pages: Deed Book 42, page 531; Deed Book 42, page 582; Deed Book 42, page 591; Deed Book 42, page 501; Deed Book 42, page 588; Deed Book 42, page 502; Deed Book 43, page 104; Deed Book 43, page 60; Deed Book 43, page 104; Deed Book 42, page 60; Deed Book 42, page 62; Deed Book 42, page 120; Deed Book 43, page 54; Deed Book 43, page 63; Deed Book 43, page 144; Deed Book 43, page 53; Deed Book 43, page 19; Deed Book 53, page 92.

for the operation of a pulp and paper mill and related industries and processes or because of any fumes, odors, vapors, smoke, particles or other discharges into the atmosphere or the creation of noise, light, or vibration by reason of such location and use of a pulp and paper mill on said lands, and the Grantee hereby covenants that neither he nor his heirs, successors, representatives or assigns will bring any action or complaint in any state or federal court or before any administrative agency on account of any alleged nuisance caused by the Grantor as a result of its customary or normal operation of said pulp and paper mill on its Mill Property, including, but not by way of limitation, any nuisances due to fumes, odors, vapors, particles, smoke or other discharges into the atmosphere, light, sound, or vibration, provided that nothing in these covenants shall restrict Grantee, his heirs, successors, representatives and assigns, from making a complaint to the appropriate administrative agencies of any alleged non-compliance by said pulp and paper mill with any federal, state or local statutes, ordinances and regulations, including guidelines, regarding such nuisances.

The foregoing provision will be a covenant running with the land herein conveyed and will be inserted in all future deeds and conveyances of same or any portion thereof.

Packaging Corporation of America further covenants and binds itself and its successors to warrant and forever defend the title to the lands as described in Exhibit "A", unto the said E. Benard Blasingame, his heirs and assigns, against the lawful claims of all persons claiming by, through or under it, but not further or otherwise.

IN WITNESS WHEREOF, the name of PACKAGING CORPORATION OF AMERICA, is signed hereunto by MARION A. HOLT, a duly authorized officer thereof, and attested by BETTY JO LACKEY, Assistant Secretary thereof, they being authorized so to do, on this the 27th day of December, 1989.

PACKAGING CORPORATION OF AMERICA

By Marion A. Holt
A Vice President *MHC*

ATTEST:

Betty J. Lackey
Assistant Secretary

STATE OF TENNESSEE X
HARDIN COUNTY X

Before me, Janie Spears Blount, a Notary Public, of the State and County aforesaid, personally appeared MARION A. HOLT, with whom I am personally acquainted, and who upon oath acknowledged himself to be a Vice President of PACKAGING CORPORATION OF AMERICA, the within named bargainor, a Corporation, and that he as a Vice President, being authorized so to

do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself, as Senior Vice President.

WITNESS my hand and Notarial Seal at office in Hardin County, Tennessee, on this the 27th day of December, 1989.

My commission expires August 15, 1990.

Jessie Spears Blount
NOTARY PUBLIC.

Send Tax Notice to:
E. Benard Blasingame
c/o Aqua Enterprises
P. O. Box 829
Adamsville, Tenn. 38310



EXHIBIT "A"

FIRST TRACT:

The following tract being a part of the land conveyed by Tennessee River Land Company to Tennessee River Pulp & Paper Company, by Deed dated June 6, 1961, recorded in Deed Book No. 48, page 1, Register's Office of Hardin County, Tennessee, and by general bounds, is bounded and described as follows, to-wit:

BOUNDED on the North by the South Right-of-Way line of a public road leading from Highway #69 to Pyburn; on the East by various owners; on the South by lands conveyed to the said E. Benard Blasingame by Tennessee River Pulp & Paper Company, by Deed dated January 6, 1987, recorded in Deed Book No. 125, page 472, Register's Office of said county; and on the West by land of various parties, and shown on a plat attached hereto and made a part hereof, containing 1,017.82 acres.

There is included in the above bounds and expressly excluded herefrom a tract of 141.667 acres heretofore conveyed to the said E. Benard Blasingame, and is a tract designated on Exhibit "B" attached to said Deed.

Also included is a tract of 15.512 acres heretofore conveyed to the said E. Benard Blasingame, out of the Southwest corner of the above described tract, and lying Southwest of the West Boundary line of an easement heretofore conveyed to the said E. Benard Blasingame.

SECOND TRACT:

The following tract being designated as Tract No. 1 in the Deed from Ray Johnson, Executor of the Last Will and Testament of Salla Porter Johnson, Deceased, to Tennessee River Pulp & Paper Company, dated September 29, 1982, recorded in Deed Book No. 109, page 318, in the Register's Office of said county, and bounded and described as follows, to-wit:

BEGINNING at a rock pile, the same being Kerr's Southwest corner and a Southeast corner of the tract herein conveyed; thence South 85 degrees 48 minutes East 187 feet to concrete Marker #HA130, in all 203.5 feet to the centerline of a county road; thence with said road as follows: North 31 degrees 31 minutes East 113.5 feet, North 36 degrees 12 minutes East 353 feet, North 26 degrees 30 minutes East 97.8 feet, North 14 degrees 54 minutes East 105.8 feet to a R/R spike; thence continuing with Bruton Branch Road, North 08 degrees 15 minutes East 447.2 feet to Austin's Southwest Boundary line; thence leaving said Road with Austin as follows: North 62 degrees West 375 feet, North 33 degrees East 798 feet, North 17 degrees West 97 feet, North 11 degrees 15 minutes West 119 feet, North 14 degrees West 74 feet; thence with South Boundary line of Austin Pickwick Lake Subdivision, North 84 degrees West 1236 feet to an iron pin; thence North 81 degrees 41 minutes West 1991.5 feet with TRP&P Co.'s South Boundary line; thence South 05 degrees West with TRP&P Co.'s East Boundary line, 1200 feet to concrete marker #HA133; thence with State of Tennessee Boundary line as follows: South 47 degrees 46 minutes East 632.9 feet to concrete marker #HA132, South 28 degrees 31 minutes East 895.2 feet to concrete marker #HA131, South 85 degrees 48 minutes East 1773.5 feet to the beginning.

There is included in the above bounds, but expressly excluded, a tract of 3.1 acres conveyed by George L. Johnson and wife, to D. A. Welch and C. S. Welch, by Deed dated March 13, 1945, recorded in Deed Book No. 24, page 435, in said Register's Office, and reference is here made to said Deed and to the book and page where recorded for the description of said exclusion, and the description theregiven is made a part hereof by this reference thereto, as fully and to the same extent as if copied in full herein, leaving 145.44 acres, gross in the tract herein conveyed.

There is also included in the above bounds and expressly excluded herefrom, a tract for a right of way heretofore conveyed by Packaging Corporation of America to the said E. Benard Blasingame by Deed dated May 11, 1988, recorded in Deed Book No. 131, page 615, in the Register's Office of said county, and being the last tract as described on Exhibit "A" attached to said Deed, and being a strip of land 200 feet in width, the centerline described on Exhibit on said Deed, to which reference is here made.

There is also conveyed, together with said tract, a right of way reserved by the said George L. Johnson, for a wagon road over and across said exclusion for the use and benefit of the remainder of the tract, said right of way running from the county road to the remainder of said above mentioned tract.

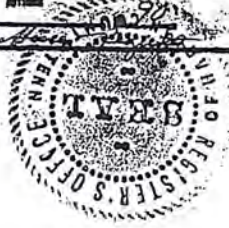
The above described tract being a portion of the property conveyed to the said George L. Johnson, by the Deed of D. C. Jones and wife, dated July 17, 1944, recorded in Deed Book No. 23, page 307, in said Register's Office.

The acreage herein conveyed is 1152.34 acres.

STATE OF TENNESSEE, MARSH COUNTY, I, the undersigned, being a Justice of the Peace for said county, do hereby certify that the actual consideration in this instrument, or value of the property or interest therein, is \$577,301.06, which amount is equal to or greater than the amount which the property or interest therein, if property transferred would command at a fair and voluntary sale.

Subscribed and sworn to before me this 2nd day of January, 1989.

Lanaya Whitlow
Notary Public



APPENDIX 9

TITLE POLICY



First American Title™

Title Insurance Commitment

ISSUED BY

First American Title Insurance Company

Commitment

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:
FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, California 92707

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AGREEMENT TO ISSUE POLICY	1
CONDITIONS	2
SCHEDULE A	Insert
1. Commitment Date	
2. Policies to be Issued, Amounts and Proposed Insureds	
3. Interest in the Land and Owner	
4. Description of the Land	
SCHEDULE B-I – REQUIREMENTS	Insert
SCHEDULE B-II – EXCEPTIONS	Insert

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)

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CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

First American Title Insurance Company

Commitment Number: NORTHSHORE.LLC

SCHEDULE A

1. Effective Date: December 5, 2017 at 11:30 AM
2. Policy or Policies to be issued: Amount
 - (a) X Owner's Policy (ALTA Own. Policy (10/17/92)) \$ 1,500,000.00
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:
NORTHSHORE, 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



First American Title Insurance Company

Commitment Number: NORTHSHORE.LLC

**EXHIBIT A
PROPERTY DESCRIPTION**

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

TRACT II

PHASE 6N - TRACT NORTH

Beginning at a rock found at the southeast corner of the Mack Harmon property described in Deed Book No. 135, Page No. 710 in the Register's Office of Hardin County, Tennessee, the same being an ell corner in the north boundary of the James R. Meade, Jr. property described as a 46.83 acre tract in Record Book No. 485, Page No. 230; runs thence North 79 degrees 43 minutes 03 seconds West, 134.96 feet to a no. 4 rebar set with steel witness post, the TRUE POINT OF BEGINNING of this 14.00 acre tract being a portion of the remainder of the RWP Properties, a partnership composed of J. Gilbert Parrish, Jr. and wife, Robin W. Parrish described in Record Book No. 501, Page No. 739 ; runs thence South 13 degrees 48 minutes 41 seconds East with the west boundary of Meade, 249.91 feet to a no. 4 rebar found with steel witness post; runs thence South 29 degrees 37 minutes 07 seconds East, 273.97 feet to a no. 4 rebar found with steel witness post in the north right-of-way of Northshore Drive, the southwest corner of the James R. Meade, Jr. property described as a 46.83 acre tract in Record Book No. 485, Page No. 230 and the southeast corner of this 14.00 acre tract; runs thence along a curve to the left from a tangent bearing South 73 degrees 42 minutes 39 seconds West, with a radius of 135.00 feet, through a central angle of 29 degrees 08 minutes 57 seconds, an arc distance of 68.68 feet; runs thence South 44 degrees 33 minutes 42 seconds West, 161.24 feet; thence along a curve to the left with a radius of 265.00 feet, through a central angle of 17 degrees 12 minutes 36 seconds, an arc distance of 79.60 feet to a no. 4 rebar set with steel witness post in the north right-of-way of Northshore Drive, the southeast corner of this 14.00 acre parcel; runs thence North 64 degrees 05 minutes 19 seconds West with a severance line crossing the eastern portion of the original tract of which this 14.00 acre tract is a part, 855.44 feet to a no. 4 rebar set with steel witness post, the southwest corner of this 14.00 acre tract; runs thence North 28 degrees 13 minutes 45 seconds West, 644.17 feet to a no. 4 rebar set with steel witness post in the south boundary of the Mack Harmon property described in Deed Book No. 135, Page No. 710; runs thence South 82 degrees 27 minutes 29 seconds East with the south boundary of Harmon, 265.59 feet to a no. 4 rebar set with steel witness post; runs thence South 73 degrees 35 minutes 03 seconds East, 556.79 feet to an iron pin found; runs thence South 79 degrees 43 minutes 03 seconds East, 304.61 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.

TRACT III

PHASE6 - TRACT SOUTH

Beginning at a rock found at the southeast corner of the Mack Harmon property described in Deed Book No. 135, Page No. 710 in the Register's Office of Hardin County, Tennessee, the same being an ell corner in the north boundary of the James R. Meade, Jr. property described as a 46.83 acre tract in Record Book No. 485, Page No. 230; runs thence North 79 degrees 43 minutes 03 seconds West, 134.96 feet to a no. 4 rebar set with steel witness post;
runs thence South 13 degrees 48 minutes 41 seconds East with the west boundary of Meade, 249.91 feet to a no. 4 rebar found with steel witness post; runs thence South 29 degrees 37 minutes 07 seconds East, 273.97

EXHIBIT A
(Continued)

Commitment Number: NORTSHORE.LLC

feet to a no. 4 rebar found with steel witness post in the north right-of-way of Northshore Drive, the southwest corner of the James R. Meade, Jr. property described as a 46.83 acre tract in Record Book No. 485, Page No. 230; runs thence along a curve to the left from a tangent bearing South 73 degrees 42 minutes 39 seconds West, with a radius of 135.00 feet, through a central angle of 29 degrees 08 minutes 57 seconds, an arc distance of 68.68 feet; runs thence South 44 degrees 33 minutes 42 seconds West, 161.24 feet; thence along a curve to the left with a radius of 265.00 feet, through a central angle of 17 degrees 12 minutes 36 seconds, an arc distance of 79.60 feet to a no. 4 rebar set with steel witness post in the north right-of-way of Northshore Drive, the northeast corner and TRUE POINT OF BEGINNING of this 14.00 acre parcel in the north right-of-way of Northshore Drive being a portion of the remainder of the RWP Properties, a partnership composed of J. Gilbert Parrish, Jr. and wife, Robin W. Parrish described in Record Book No. 501, Page No. 739; runs thence along a curve to the left from a tangent bearing South 27 degrees 21 minutes 06 seconds West, with a radius of 265.00 feet, through a central angle of 34 degrees 50 minutes 54 seconds, an arc distance of 161.18 feet; runs thence South 7 degrees 29 minutes 47 seconds East, 35.79 feet; thence South 7 degrees 36 minutes 59 seconds East, 145.66 feet; thence South 16 degrees 27 minutes 45 seconds East, 147.39 feet; thence South 18 degrees 43 minutes 33 seconds East, 91.01 feet; thence South 16 degrees 03 minutes 03 seconds East, 89.94 feet; thence South 7 degrees 57 minutes 24 seconds East, 239.32 feet; thence along a curve to the right with a radius of 61.00 feet, through a central angle of 111 degrees 39 minutes 24 seconds, an arc distance of 118.88 feet; thence North 76 degrees 18 minutes 00 seconds West, 98.25 feet; thence North 52 degrees 04 minutes 23 seconds West, 252.84 feet; thence along a curve to the left with a radius of 186.00 feet, through a central angle of 73 degrees 00 minutes 28 seconds, an arc distance of 237.01 feet to a no. 4 rebar set with steel witness post in the north right-of-way of Northshore Drive; runs thence North 11 degrees 34 minutes 39 seconds West with a severance line crossing the original tract of which this 14.00 acre tract is a part, 407.10 feet to a no. 4 rebar set with steel witness post; runs thence North 16 degrees 33 minutes 44 seconds West, 779.91 feet to a no. 4 rebar set with steel witness post, the northwest corner of this 14.00 acre tract; runs thence South 64 degrees 05 minutes 19 seconds East, 855.44 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.

TRACT IV

PHASE 6W

Beginning at TVA corner no. 1-170-A in the 423 contour on the north shore of Pickwick Landing Lake, the southwest corner of Tract XPR-201, and the southeast corner of the United States of America TVA tract, the most southerly southwest corner of the Montana Land Company, L.L.C. property described as a 1562.9 acre tract in Record Book No. 176, Page No. 216 in the Register's Office of Hardin County, Tennessee, the subject of a boundary survey conducted by David Parsons, Tennessee Licensed Land Surveyor No. 1693 in August of 1996; runs thence North 7 degrees 21 minutes 42 seconds West with an orange painted line marking the east boundary of the TVA reservation, passing the centerline of Northshore Drive at 784.60 feet, a total of 813.77 feet to an iron pin set in the existing north right-of-way of Northshore Drive, the TRUE POINT OF BEGINNING OF THIS TRACT; runs thence North 7 degrees 21 minutes 42 seconds West with the orange painted line marking the east boundary of the TVA reservation, 1174.21 feet to an angle iron, U. S. TVA marker 1-169; thence North 82 degrees 13 minutes 42 seconds West, 689.21 feet to TVA concrete monument HA-148; thence North 80 degrees 39 minutes 49 seconds West, 2267.50 feet to TVA angle iron HA-149 in the east boundary of the Wallace Howard and wife, Mae Howard property described in Deed Book No. 120, Page No. 536; runs thence North 7 degrees 21 minutes 17 seconds East with the east boundary of Howard, 773.62 feet

EXHIBIT A
(Continued)

Commitment Number: NORTSHORE.LLC

to a spike in the center of a woods road; runs thence in said woods road and with the south boundary of the lands of John H. White, III as shown in Deed Book No. 52, Page No. 304, South 68 degrees 41 minutes 38 seconds East, 203.12 feet to a spike; thence North 87 degrees 56 minutes 23 seconds East, 34.25 feet to a spike in the center of a TVA powerline; thence South 85 degrees 37 minutes 54 seconds East, 56.78 feet to a spike; thence South 65 degrees 29 minutes 04 seconds East, 54.50 feet to a spike in the centerline of a TVA powerline; thence South 79 degrees 44 minutes 30 seconds East, 50.54 feet to a spike; thence North 80 degrees 34 minutes 27 seconds East, 233.35 feet to a spike; thence South 84 degrees 14 minutes 03 seconds East, 62.13 feet to a spike; thence South 87 degrees 05 minutes 09 seconds East, 80.06 feet to a spike; thence North 46 degrees 07 minutes 46 seconds East, 26.28 feet to a spike; thence North 55 degrees 31 minutes 11 seconds East, 295.52 feet to a spike; thence North 75 degrees 12 minutes 29 seconds East, 46.98 feet to a spike; thence South 87 degrees 30 minutes 29 seconds East, 46.08 feet to a spike; thence South 60 degrees 48 minutes 50 seconds East, 87.69 feet to a spike; thence South 40 degrees 55 minutes 45 seconds East, 148.65 feet to a spike; thence South 56 degrees 19 minutes 14 seconds East, 69.60 feet to a spike; thence South 84 degrees 44 minutes 44 seconds East, 41.79 feet to a spike; thence North 68 degrees 08 minutes 07 seconds East, 195.82 feet to a spike; thence North 88 degrees 33 minutes 32 seconds East, 145.57 feet to a spike; thence North 87 degrees 27 minutes 57 seconds East, 42.78 feet to a steel pin; the southeast corner of White in the west boundary of this tract; thence North 9 degrees 11 minutes 42 seconds East with White's east boundary, 600.00 feet to angle iron on the south side of Barnes Branch; thence North 9 degrees 11 minutes 42 seconds East, 11.44 feet to a point in Barnes Branch, the northeast corner of White; thence running up said branch with the lands of Yvonnia "Bonnie" Thomas (formally Churchwell property) as shown in Record Book No. 247, Page No. 882, South 81 degrees 13 minutes 10 seconds East, 47.02 feet; thence South 72 degrees 28 minutes 48 seconds East, 180.02 feet; thence North 62 degrees 34 minutes 07 seconds East, 107.54 feet; North 24 degrees 24 minutes 58 seconds East, 46.75 feet; North 54 degrees 18 minutes 26 seconds East, 46.37 feet; South 68 degrees 27 minutes 01 seconds East, 102.16 feet; North 83 degrees 02 minutes 05 seconds East, 212.72 feet; North 66 degrees 28 minutes 44 seconds East, 93.07 feet; North 49 degrees 56 minutes 10 seconds East, 27.95 feet; South 62 degrees 49 minutes 54 seconds East, 40.66 feet; North 85 degrees 16 minutes 52 seconds East, 237.31 feet; North 56 degrees 46 minutes 05 seconds East, 65.30 feet; North 20 degrees 22 minutes 12 seconds East, 61.82 feet; North 89 degrees 56 minutes 11 seconds East, 29.27 feet; North 8 degrees 29 minutes 34 seconds West, 60.72 feet; thence leaving said branch and running with the lands of Mack Harmon as shown in Deed Book No. 135, Page No. 710; runs thence South 82 degrees 27 minutes 29 seconds East, 1133.03 feet to a no. 4 rebar set with steel witness post, the northeast corner of this 189.61 acre tract; runs thence South 28 degrees 13 minutes 45 seconds East, 644.17 feet to a no. 4 rebar set with steel witness post; runs thence South 16 degrees 33 minutes 44 seconds East, 779.91 feet to a no. 4 rebar set with steel witness post; runs thence South 11 degrees 34 minutes 39 seconds East, 407.10 feet to a no. 4 rebar set in the north right-of-way of Northshore Drive, the southeast corner of this 189.61 acre tract; runs thence with the north right-of-way of Northshore Drive along a curve to the left with a radius of 186.00 feet, through a central angle of 4 degrees 22 minutes 16 seconds, an arc distance of 14.19 feet; thence South 49 degrees 56 minutes 05 seconds West, 49.36 feet; thence South 55 degrees 28 minutes 55 seconds West, 122.99 feet; thence South 48 degrees 31 minutes 43 seconds West, 101.03 feet; thence South 44 degrees 10 minutes 10 seconds West, 170.88 feet; thence South 41 degrees 00 minutes 32 seconds West, 202.89 feet; thence South 31 degrees 38 minutes 25 seconds West, 104.93 feet; thence South 34 degrees 55 minutes 14 seconds West, 121.19 feet; thence South 41 degrees 24 minutes 10 seconds West, 68.61 feet; thence South 44 degrees 55 minutes 18 seconds West, 91.68 feet; thence along a curve to the left with a radius of 397.00 feet, through a central angle of 37 degrees 13 minutes 11 seconds, an arc distance of 257.89 feet; thence South 7 degrees 42 minutes 06 seconds West, 87.08 feet; thence along a curve to the right from a tangent bearing South 7 degrees 42 minutes 06 seconds West, with a radius of 730.00 feet, through a central angle of 46 degrees 30 minutes 51 seconds, an arc distance of 592.63 feet; thence South 54 degrees 12 minutes 57 seconds West, 86.80 feet; thence along a curve to the right with a radius of 113.00 feet, through a central angle of 80 degrees 21 minutes 21 seconds, an arc distance of

EXHIBIT A
(Continued)

Commitment Number: NORTSHORE.LLC

158.48 feet; thence North 44 degrees 55 minutes 19 seconds West, 173.91 feet; thence along a curve to the left from a tangent bearing North 44 degrees 26 minutes 32 seconds West, with a radius of 293.00 feet, through a central angle of 40 degrees 14 minutes 24 seconds, an arc distance of 205.78 feet; thence North 84 degrees 40 minutes 56 seconds West, 17.62 feet; thence North 84 degrees 40 minutes 56 seconds West, 88.23 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 during 2009.

First American Title Insurance Company

Commitment Number: NORTHSHORE.LLC

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.

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 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.
 - e. 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.
 - f. Subject to TVA transmission line easements which cross said property.
 - g. 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 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.
 - h. No insurance is provided as to the amount of acreage contained in the insured property.
 - i. Rights of upper and lower riparian owners to the flow of the waters of Anderson Hollow free from diminution or pollution.



**PRELIMINARY DRAWING
SUBJECT TO REVISION**

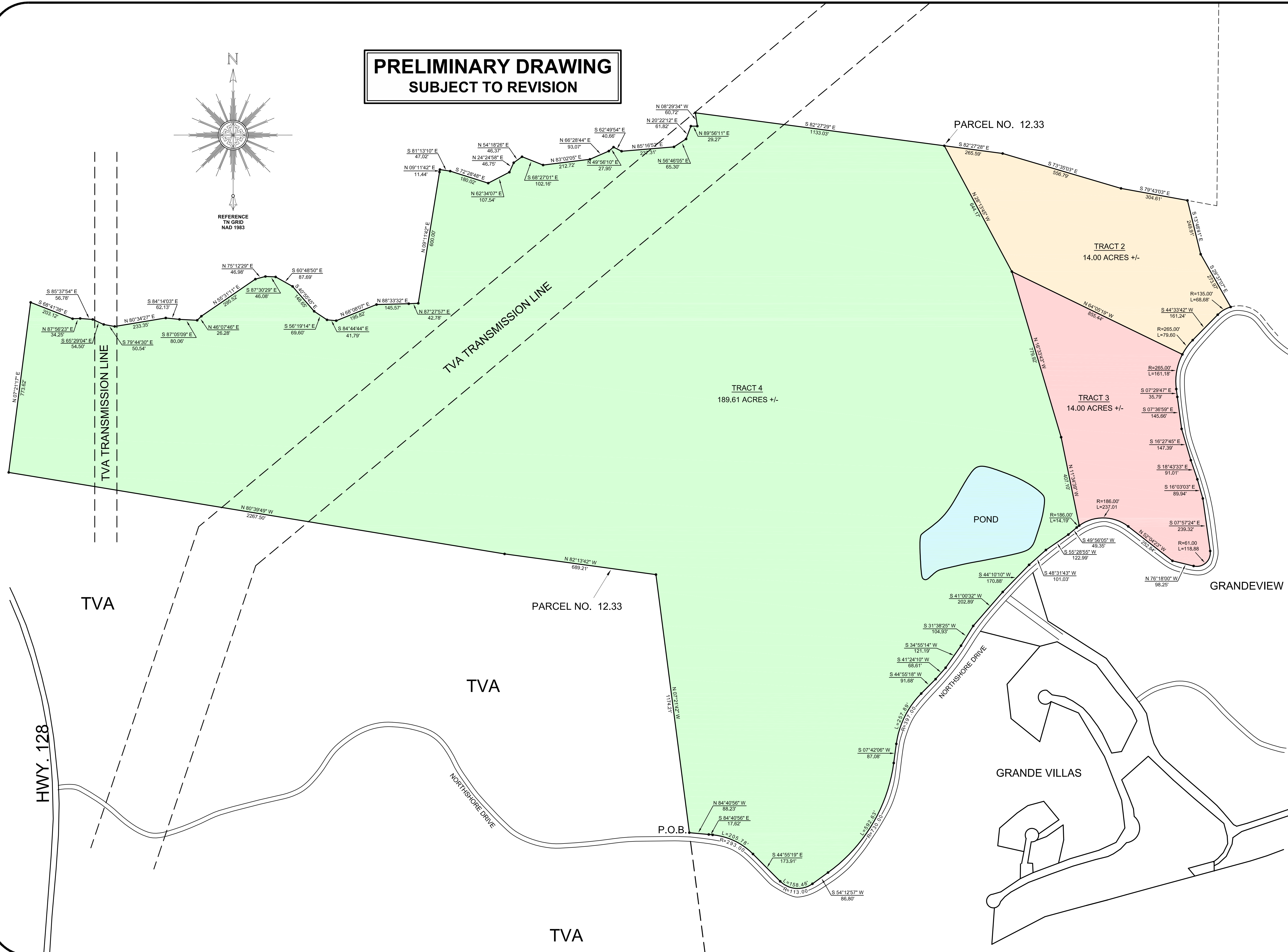
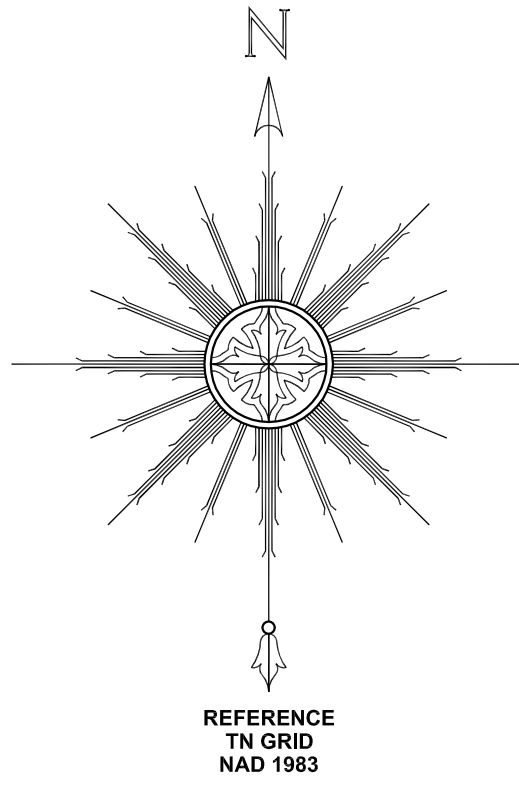


ILLUSTRATION DRAWING
R.W.P. PROPERTIES
FIFTH CIVIL DISTRICT
HARDIN COUNTY, TENNESSEE

**WILLIAMS
ENGINEERING
COMPANY**
365 Main Street Savannah, TN
Ph. (731) 925-5033 FAX (731) 925-0181

**ILLUSTRATION
DRAWING**
**RWP
PROPERTIES**

No.	Date:

Filename: NORTHSHORE-PHASE6	Sheet: 1 of 1
Date: 12/11/2017	
Scale: 1" = 200'	
DWG: D.C.	

