BASELINE DOCUMENTATION

Millard V. Oakley and J. Annette Oakley

CONSERVATION EASEMENT

Baseline Data for Conservation Easement granted by
Millard V. and J. Annette Oakley, Overton County Tennessee to the Foothills Land Conservancy.

Prepared by:

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

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BACKGROUND INFORMATION

OWNER ACKNOWLEDGMENT OF CONDITION

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

_____
Date

Grantors:

_____
Millard V. Oakley

_____
J. Annette Oakley
For the Grantee:

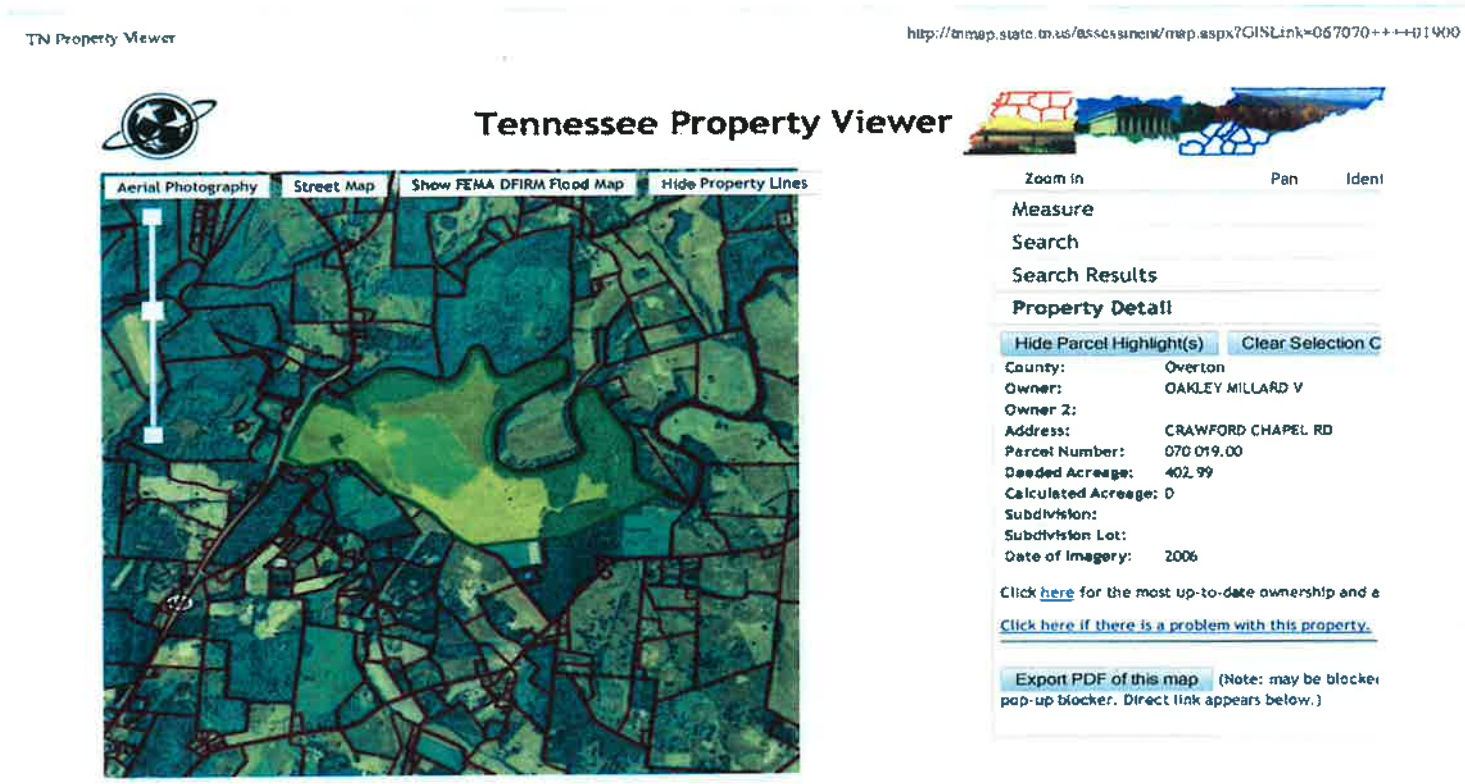
_____
William C. Clabough, Sr., Executive Director
Foothills Land Conservancy

OWNERSHIP INFORMATION

Millard V. Oakley and J. Annette Oakley
PO Box 520
Livingston, TN 38570

PROPERTY DESCRIPTION
(See Exhibit A Below)

Tax/Parcel Map



Property Data

State of Tennessee Comptroller of the Treasury

Real Estate Assessment Data

County Number: 067 **County Name: OVERTON** **Tax Year: 2012**

Property Owner and Mailing Address

Jan 1 Owner:
OAKLEY MILLARD V
PO BOX 520
LIVINGSTON , TN 38570

Property Location

Address: CRAWFORD CHAPEL RD

Map: 070 **Grp:** **Ctrl Map:** 070 **Parcel:** 019.00 **PI:** **S/I:** 000

Value Information

Reappraisal Year: 2010

Land Mkt Value:	$681,700	**Land Use Value:**	$331,500
Improvement Value:	$4,000	**Improvement Value:**	$4,000
Total Market Appraisal:	$685,700	**Total Use Appraisal:**	$335,500
		Assessment %:	25
		Assessment:	$83,875

General Information

Class:	11 - AGRICULTURAL		
City #:	000	**City:**	
SSD1:	000	**SSD2:**	000
District:	02	**Mkt Area:**	R01
# Bldgs:	0	**# Mobile Homes:**	0
Utilities - Water:	1 - PUBLIC	**Utilities - Sewer:**	3 - INDIVIDUAL
Utilities - Elec:	1 - PUBLIC	**Utilities - Gas:**	0 - NONE

Utilities - Gas Type:

Zoning:

Extra Features

Bldg/Card#	Type	Description	Units
001	P BARN	48X51	1
001	SHED		1
001	SHED		1

Sale Information

Sale Date	Price	Deed Book	Page	Vac/Imp	Type Instrument	Qualification
08/22/1997	$487,500	278	698	IMPROVED	AA	Q
08/22/1997	$500,000	278	698	IMPROVED	WT	D
08/24/1993	$100,000	260	444	IMPROVED	WE	D
08/19/1993	$100,000	260	441	IMPROVED	WE	D
11/14/1989	$0	260	24			
12/12/1959	$0	100	408			

Land Information

Deed Acres:	402.99	**Calc Acres:**	0.00	**Total Land Units:**	402.99

Land Type:	46 - ROTATION	**Soil Class:**	G	**Units:**	134.00
Land Type:	46 - ROTATION	**Soil Class:**	A	**Units:**	70.00
Land Type:	54 - PASTURE	**Soil Class:**	G	**Units:**	19.00
Land Type:	54 - PASTURE	**Soil Class:**	A	**Units:**	6.50
Land Type:	62 - WOODLAND 2	**Soil Class:**	G	**Units:**	19.49
Land Type:	62 - WOODLAND 2	**Soil Class:**	A	**Units:**	154.00

PURPOSE AND SUMMARY OF 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.

The major provisions of the Conservation Easement include the following:

No permanent or temporary structures or other improvements are permitted unless specified in the Conservation Easement. The Property may be subdivided once, into two tracts, with the smallest tract not less than 100 acres. The construction, remodeling, renovation or replacement of a total of four residential dwellings will be permitted on four of eight reserved building sites, (see Exhibit C). In addition, a total of four agricultural buildings will also be permitted as described within the Easement.

New roads, driveways and utility facilities to serve these structures will be allowed with approval from Grantee.

New utility services are permitted and shall be underground.

The Property may be designated as a public nature park or refuge for low impact activities.

Commercial development other than that relating to agriculture, silviculture, education and passive recreation is prohibited.

No topography changes are permitted other than as described for creek front and waterfront rehabilitation and pond maintenance.

Hunting is permitted by permission of Grantor only.

No commercial signs or billboards will be permitted except those which do not diminish the scenic character of the property.

No recreational or other All Terrain Vehicles (ATVs) are allowed, except by Grantor, or for maintenance of the Property, or, to carry out the research activities of Tennessee Technical University as long as the Property is in use by them as an agricultural research station.

A small archaeological site has been identified and cataloged by the State of Tennessee Division of Archaeology as Site 40OV27. A copy of the location of Site 40OV27 and other relevant information provided by the State of Tennessee is kept with the Baseline Documentation at the offices of Grantee. For privacy purposes, however, the location of Site 40OV27 is not included with the recorded copy of this Easement. Digging or soil disturbance within 100 feet of Site 40OV27 is prohibited.

Commercial forestry and forest management are permitted, as long as conducted in a sustainable manner, according to accepted guidelines as outlined in the Conservation Easement. In addition, damaged diseased and dead trees may be removed without prior permission. Trees may be removed in connection with agricultural activities or to provide firewood.

Notwithstanding any other provision of this Easement, there shall be no timber cutting or harvesting in any area identified by Grantee, either at the time of the conveyance of this Easement, or any time in the future, as a Sensitive Natural Area. 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, without designation by Grantee, any area within 200 feet of any ephemeral wetlands, creeks, streams and blue-line streams.

Any additional low-impact agricultural use of the property is permitted without prior approval.

Existing ponds may be maintained so as to be kept in their current condition or modified as per recommendation(s) from state or federal agencies. With prior approval from Grantee, one or more ponds may be constructed and maintained for horses or livestock, and both new and existing ponds may be enhanced as needed if done according to ecologically appropriate guidelines.

Construction, enlargement, repair, relocation, maintenance and replacement of fences, and forest management roads (with associated culverts and bridges) are allowed on the Property

SIGNIFICANCE OF THE PROPERTY

The Foothills Land Conservancy Corporate Mission

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

Tennessee Agricultural, Forestry and Open Space Resource Preservation

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

for the study and enjoyment of natural areas by urban and suburban resident." This conservation easement serves the open space, habitat protection, watershed protection, and offset of development pressure needs of the state of Tennessee.

Tennessee Conservation Easement Act of 1981

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

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

Date: 12-15-11

The Board of Directors of the Foothills Land Conservancy, a private non-profit corporation, hereby authorizes the acceptance of a conservation easement from Roaring River, Millard V. Oakley, Overton County, Tennessee.

Robert I. Van Hook, President

Mark Jendrek, Secretary

MINUTES OF THE BOARD MEETING AT WHICH THE EASEMENT WAS ACCEPTED

Board Minutes Foothills Land Conservancy 12-15-11
(excerpted)

The following members were in attendance: Charlie Barnett, Ernie Blankenship, Terry Chervenak, Ed Clebsch, Mark Jendrek, David Lewis, Billy Minser, LeAnn Mynatt, Matt Smith, Jay Clark, Lewis Kearney, Mike Suttles, and Bob Van Hook. Attendees constituted a quorum. Members David Long, Dick Conley, Bob Rusk, Bill Cobble and Donna Young were not in attendance.

Land Protection Committee Report

Billy Minser, committee chairman, reported that the committee met on December 14 for roughly 4 hours and discussed the 28 potential easements totaling approximately 10,000 acres. All properties were unanimously approved.

Bill Clabough presented the 28 properties to the full board. Bill noted that they cover 14 counties, 10 of which are new to Foothills. Members were provided a summary sheet showing all easements that the Conservancy is

currently working on. Executive Director Clabough reviewed the easements, describing the properties and the terms of the easements. Land Director Meredith Clebsch provided projected images of most of the properties.

Following the presentation Billy Minser made a motion that all properties be approved with the exception of two of Matt Caldwell's properties, the Trewhitt Reserve property in Bradley County and the Stower's Forest property in Roane County. Billy asked that the Land Protection Committee and staff be given the flexibility to review the final language of the Conservation Easement for these two properties, which will be available shortly, before final approval. Ed Clebsch seconded the motion. The motion was unanimously approved. Matt Smith abstained from the vote on Hurricane Mtn. 2.

A copy of the spreadsheet including descriptions of all properties and the PowerPoint Presentation are saved with the electronic files of the Board Minutes.

List of Properties Presented:
Chuck & Pauline Bayne
John and Marjorie Beasley
Brad and Kim Black Color Wheel Farm
Hurricane Mtn. 2 (Blackberry)
Cane Creek
Nancy Cann
Catoosa Ridge, Millard Oakely
Pete and Linda Claussen
Covey
Gideon Fryer
Honey (Audrine)
Honey Creek- Millard Oakely
Lindsay Land
Ladd Landing MC
MC/- Trewitt Reserve
MC/Highland Res.
MC/ Stower's Forest
Cottonport
Montgomery, Robert and Charles
Montgomery, Todd
Montvale
Phelps Rick and Sharon
Roaring River Millard Oakely
Thompson John and June
Van Buren #1 Jeff Pettit
Van Buren #2 Jeff Pettit
Warren Co. (Myers Cove, LLC)
Zachry, Joel and Cathy

LEGAL CONDITION

Deed of Conservation Easement
(See Exhibit A)

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

NATURAL RESOURCE FEATURES

CONSERVATION VALUES
The conservation values that make the Overton County Property unique are described below and are detailed in the recitals (the "WHEREAS" statements) in the Conservation Easement.

- **Scenic**

The Oakley Property contains nearly 13,000 feet of frontage along the Roaring River. This section of the river is classified as a Class I Natural River Area, and is rated as having regional significance for natural and scenic qualities, and for good fishing and recreational boating[1]. For all of these reasons, the Roaring River is a popular destination for both campers and different types of recreational boaters, including rafters and kayakers, who choose in part to come to this specific area for the purpose of viewing the excellent scenery and the abundant wildlife to be found here.

In addition to the views from the Roaring River, the 403 acre Oakley Farm is seen by visitors to the 100 year old Hooks Cemetery, which is surrounded by the Property, and accessed via a small road that runs through the farm and provides pastoral views of this predominantly agricultural portion of the Property. The Property is also seen by those traveling Crawford Chapel Road, which runs along some 3,600 feet of the along the boundary of the property with views into the pasturelands.

- **Wildlife Habitat**

The region near the Oakley Property provides a relatively natural habitat for a diversity of plants and animals, thanks in part to the Roaring River itself which, with its excellent water quality[1] provides suitable habitat for fish and other aquatics, as well as water for birds and mammals. As part of the Cordell Hull Watershed, the Property lies in a region cited for its rich biodiversity, with several rare and endangered species living within the area according to the "Rivers Of Life Study" done by the Nature Conservancy. Within close proximity to the Oakley Property are found not only the 11,000 acre Standing Stone State Park, but also the Standing Stone State Forest which contains 8,445 acres and the 1,642 acre Alpine Mountain Wildlife Management Area. These protected lands would collectively benefit from the non-development of the Oakley Property. The Property would serve as part of a possible wildlife corridor between these large tracts of land.

- **Agriculture**

Much of the Property is currently devoted to agriculture and is also being utilized by the Tennessee Technical University Agricultural School as a research center and education space, providing students a valuable opportunity for hands on learning. Continued management of the Property in a manner that allows for common agricultural practices and supports the opportunity for an agrarian way of life into the future, will benefit not only the Property and those who may live on it, but also those able to enjoy its products directly or aid in producing them.

- **Relief from Development Pressure**

The entire Cumberland Plateau is becoming increasingly developed as a result of its popularity as a destination for retirement and second homes[2]. With its proximity to urban areas such as Nashville, Cookeville and Lebanon and to Center Hill and Cordell Hull Lakes, the Oakley Property is especially vulnerable to this type of development. Preserving this Property, with its unique multiple agricultural, rural and scenic natures, would provide a significant public benefit.

- **Open Space**

The agricultural and forested nature of the Oakley Property is valuable for the many resources it protects and would be readily appreciated by those seeking relief from urban closeness by living in or visiting the region. If the Oakley Property is to be designated a public nature park or refuge with low impact activities such as hiking allowed, and with its proximity to the Roaring River, the entire Property will be seen and enjoyed by even greater numbers who would benefit from the preservation of its open spaces.

GENERAL FEATURES

Size: 403 acres
Location: Overton County
USGS Quad: Windle
Elevation: 900'
Watershed: Cordell Hull Lake

The 403 acre Oakley Property lies in the Cumberland River/Cordell Hull Lake watershed, near Livingston in Overton County TN, in the North central section of the Cumberland Plateau which is within the southern portion of the Appalachian Plateaus structural province. The Oakley Property is roughly 25% wooded with the remainder in agricultural fields. The farm is being used by Tennessee Technical University as a research center and learning space. The farm fields are currently being used to graze cattle and for hay. There are three large ponds and two barns located on the Property but currently there are no residential structures. The portion of the land that abuts the Roaring River consists of mixed mesophytic woods including, hemlock, tulip poplar, oaks and magnolia. Tennessee Valley Authority (TVA) transmission lines roughly bisect the Property.

The Hooks/Crawford Public Cemetery is surrounded by the Oakley property and can be accessed via a road running through the Property. This turn of the century Cemetery holds over 100 grave sites and is still being used for internments.

Much of the landscape in the vicinity of the Oakley property is in small farms and forests and the Property runs along the Roaring River for approximately 13,000 feet. The Roaring River is a part of the Scenic River Program, as defined by the Tennessee Scenic Rivers Act of 1968, and is a Class I Natural Area in the part adjacent to the Oakley Property. Two miles downstream the river becomes a Class II Pastoral River, and remains such all of the way to its confluence with Cordell Hull Lake, an impoundment on the Cumberland River. The Cordell Hull Watershed has been declared a U.S. Watershed hotspot in the "Rivers of Life" study by the Nature Conservancy, classified as such due to the large biodiversity of the watershed, with several federally listed rare and endangered species living in the area, including the Dromedary Pearlymussel *(Dromas dromas)*, the Tennessee Cave Crayfish (*Orconectes incomptur*) and the Gray Myotis (*Myotis grisescens*). The natural landscapes on the Property and nearby combined with the year-round availability of fresh water on the Property and within the Roaring Fork River, offer extensive high quality wildlife and fish habitat for a great many species.

GEOLOGY

The subsurface of the central section of the Oakley Property is St. Louis Limestone, (map symbol Msw) a Mississipian formation composed primarily of sedimentary limestone with scattered chert beds and varying in thickness from 100-280' in depth. The eastern and western portions of the Property consist of the Ft. Payne Formation (Mfp), composed primarily of Mississipian cherty limestone averaging 200' in thickness and overlying thin green shale (Maury Formation) at its base.

SOILS

Soils are predominately loams, silt loams and gravelly silt loams of varying degree of slope and erosion.

The following soil types are present on the Property:

Bodine gravelly silt loam,12 to 20 percent slopes (BoD)
Christian loam, 5 to 12 percent slopes, eroded (ChC2)
Christian loam,12 to 20 percent slopes, eroded (ChD2
Etowah loam, 2 to 5percent slopes, eroded (EwB)
Etowah loam, 5 to 12 percent slopes, eroded (EwC2)
Faywood-Hawthorne complex, 5 to 12 percent slopes (FhC)
Hawthorne gravelly silt loam, 5 to 20 percent slopes (HhC)
Hawthorn gravelly silt loam, 20 to 70 percent slopes (HhF
Sullivan silt loam, occasionally flooded (Sv)
Waynesboro loam, 5 to 5 percent slopes, eroded (WaB2)
Waynesboro Loam, 2 to 5 percent slopes, eroded (WaC2)

LAND USE INFORMATION

The attached land use map shows that the majority of the Property is in pasture and hay with some 25 percent in forest, including evergreen forest. There are isolated pockets of cultivated crops and one small area of emergent herbaceous wetland.

Cattle currently graze the central section of the farm, but are fenced off from any access to the Roaring River, utilizing the existing farm ponds for water needs.

The Property is currently being used by Tennessee Technical University's School of Agriculture as a farm research center and learning space. Students are employed at the research farm to gain hands on experience.

Access to the Hook/Crawford Public Cemetery is made via a road through the Property. The cemetery itself is completely surrounded by, but fenced off from the Property.

There is one known archeological site (40OV27) located on the Property.

Commercial forestry and agriculture will be permitted as described in the Conservation Easement.

Hunting will be allowed by permission only.

The Property may be designated as a public nature park or refuge for low impact outdoor activities with approval of the Grantee.

Dead, diseased or dangerous trees, or any trees that may be within a necessary firebreak, may be cut without prior permission of Grantee. Trees for use as firewood or for agricultural use may also be cut without prior permission from Grantee.

MAN-MADE FEATURES

There are no residential houses currently on the Oakley Roaring River Property. There is one large, wooden tin-roofed barn located at the Crawford Chapel Road edge of the property. There is a series of iron cattle gates around this barn. There is a wooden well house located off Crawford Chapel road just down from the barn. There is a metal building approximately 36'x20' that is located near one of the ponds in the center field of the property. There are a total of three large ponds scattered throughout the large interior field that constitutes the bulk of the property. An interior road cuts through the property and allows for access to the Hooks Cemetery located near the western corner of the property. This cemetery is fenced from the surrounding farm. The rest of the Oakley property is fenced and cross-fenced with high quality electric and barbed/ woven wire fencing with wooden uprights. The Property is roughly bisected by TVA power lines. There are overhead electric lines serving the well house and the outbuildings. Other than the aforementioned, there seem to be no utilities on the rest of the property.

FLORA AND FAUNA REPORT
(See Exhibit B for species observations list.)

TN Natural Heritage Database Report on Listed Species

(See Exhibit B for Species Lists)
(Email correspondence 12-7-11)
Meredith:

Attached is a list of rare species known from within four miles of the Roaring River Easement. I'm not sure what, if any, stream surveys have been completed in the area, but it's possible the river has some rare fish species. The property seems mainly agricultural, but I would love to have a look at the forested slopes for I imagine their is a great diversity of spring wildflowers as is the case at Standing Stone State Park/Forest just N of here.

I've been to the area near the easement a number of times. Just downstream of the property, and just downstream of the Hwy Bridge, is the section of the Roaring River that is designated as a state scenic river. If you park south of the bridge, our department owns a piece of property that was part of the old highway alignment. At this site is a small waterfall. Here's the spot to which I refer:
http://mapper.acme.com/?ll=36.3422,-85.4254

The steep slopes above Roaring River contain eastern hemlock and I suspect the easement property has hemlock on that north-facing slope above the stream. This part of the Eastern Highland Rim is just about the western edge of hemlock's native range in Tennessee (it is further west as one moves south for the Cumberland Plateau runs a SW to NE direction).

The owners of the property may be interested in knowing that there is a landowner, Hector Black, who has (or at least was considering) an easement on his property along Spring Creek, ca. 5 air-miles SW of this site.

This is another property that I would welcome a chance to visit.

Roger

Roger McCoy
Tennessee Natural Heritage Program
401 Church St., 7th Floor L&C Tower
Nashville, Tennessee 37243-0447
roger.mccoy@tn.gov
phone: 615-532-0437
fax: 615-532-3019

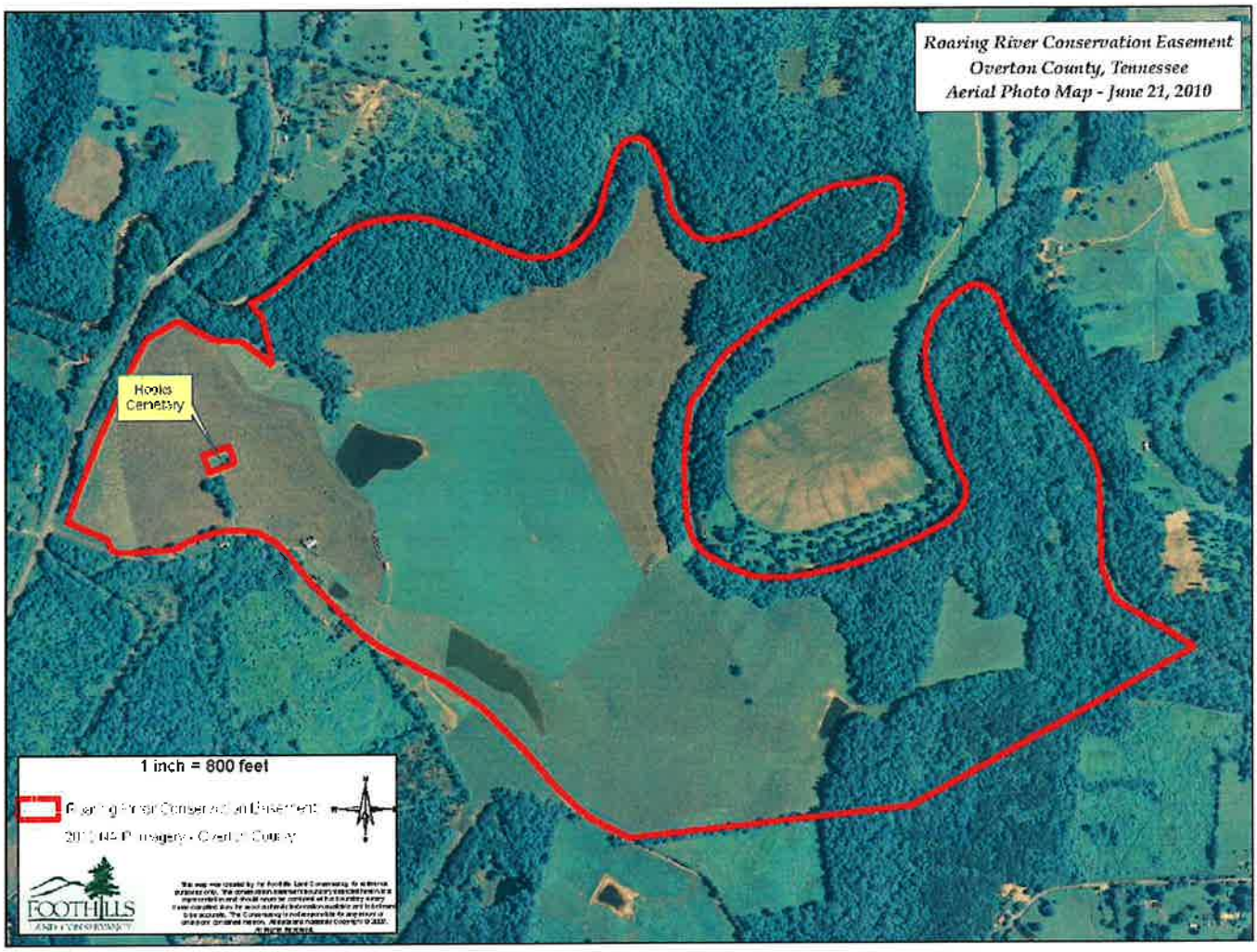
ARCHAEOLOGICAL REPORT

12-7-11
Hello Meredith,

I checked the archaeological site files for the four properties: Warren County, Honey Creek, Roaring River, and Catoosa. Three of the properties - Warren County, Honey Creek, and Catoosa, did not have any sites recorded within the property boundaries; however, this could be due to the lack of a cultural survey of these areas.
The fourth property - Roaring River - contained one known prehistoric archaeological site - 40OV27, as well as the two historic cemeteries Hooks and Crawford. I suspect that this property along the Roaring River will also contain other prehistoric archaeological sites, and should be surveyed by a professional archaeologist prior to any development or earth moving activities.
I hope this helps, let me know if you need any further assistance.
Mark Norton

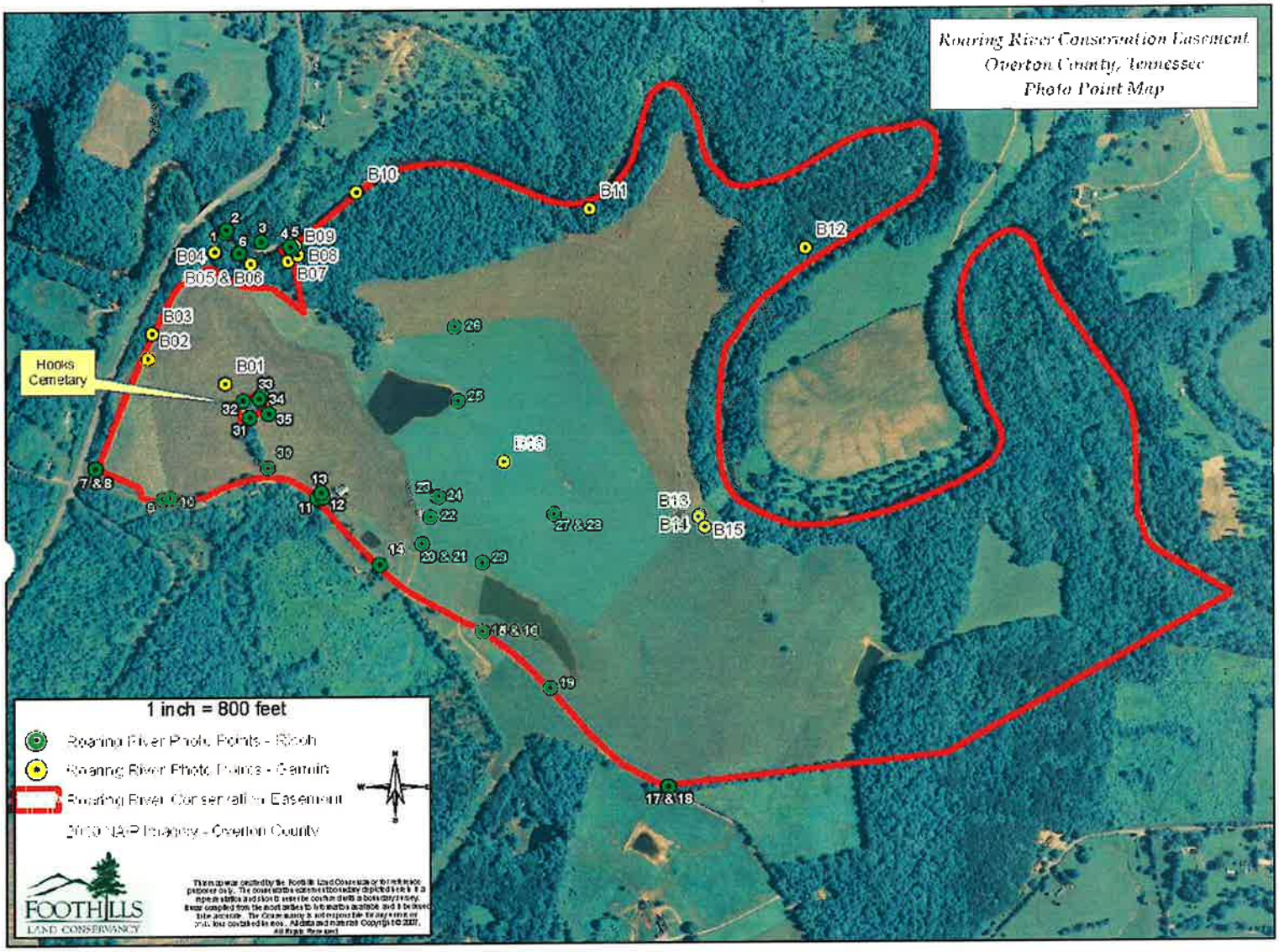
Tennessee Division of Archaeology
1216 Foster Ave
Cole Building #3
Nashville, TN 37243
615-741-1588, ext. 113

Aerial of Property Boundaries



PHOTOGRAPHS OF CURRENT SITE CONDITIONS

Photo Point Map



Keys to Photographs #1

Title	Photo #	Lat	Lon	Dir	File Name	Comment	Time Stamp	Date Stamp	M. Clebsch & K. Petrey
Oakley_Roaring River	1	36.34164722	-85.42431389	180	R0013344.JPG	Looking @ Bluff Toward Property	1:58:54 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	2	36.34170278	-85.42429444	130	R0013345.JPG	Upstream @ Roaring Fork River	1:59:26 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	3	36.34148056	-85.42350278	140	R0013346.JPG	Looking @ Bluff Toward Property	2:01:48 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	4	36.34134444	-85.42280278	80	R0013347.JPG	Roaring River	2:03:07 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_ Roaring river	5	36.34138333	-85.42284722	145	R0013348.JPG	Roaring River	2:03:14 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	6	36.341275	-85.42401111	25	R0013349.JPG	Bluffs Toward Corner @ Rt 136	2:06:48 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	7	36.33733333	-85.42730833	105	R0013350.JPG	Corner Toward Crawford Cemetery Rd	2:13:52 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	8	36.33732778	-85.42730278	55	R0013352.JPG	Pasture and Cattle	2:14:05 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	9	36.33675	-85.42577778	330	R0013353.JPG	Crawford Chapel Rd @ Corner	2:16:29 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_ Roaring River	10	36.33676667	-85.42561667	90	R0013354.JPG	Boundary To Cemetery	2:17:40 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_ Roaring River	11	36.33673889	-85.42228056	150	R0013359.JPG	@ Corner Up Crawford Chapel Road	2:22:22 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_RoaringRiver	12	36.33675833	-85.42216111	40	R0013360.JPG	Front of Barn	2:23:00 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	13	36.33683611	-85.42220278	85	R0013361.JPG	Side of Barn	2:23:12 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_ Roaring River	14	36.33548889	-85.42089167	350	R0013363.JPG	Wellhouse	2:25:51 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_RoaringRiver	15	36.33423056	-85.41855556	15	R0013364.JPG	Pond #2	2:27:44 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	16	36.33423611	-85.41856389	105	R0013365.JPG	Pond #2	2:27:52 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley-Roaring River	17	36.33134167	-85.41437778	75	R0013366.JPG	Upper Boundary	2:31:51 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	18	36.33134167	-85.414375	320	R0013367.JPG	Upper Boundary Looking Down Road	2:33:26 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	19	36.333175	-85.41704167	45	R0013368.JPG	TVA ROW Through Property	2:35:04 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	20	36.33587778	-85.41991389	295	R0013369.JPG	Back Of Pond #1	2:40:32 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	21	36.33587778	-85.419925	325	R0013370.JPG	Side of Barn	2:40:40 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	22	36.33636667	-85.41973056	295	R0013371.JPG	Metal Outbuilding	2:42:02 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	23	36.33673889	-85.41958333	320	R0013372.JPG	Pond #3 W/ Hay Bales	2:43:57 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	24	36.33673056	-85.41953611	285	R0013373.JPG	Pond #3	2:44:32 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	25	36.33850278	-85.41907778	270	R0013374.JPG	Down Upper Fenceline	2:48:06 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	26	36.33986389	-85.41914722	150	R0013375.JPG	Ditchline	2:50:49 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	27	36.3364	-85.416925	30	R0013376.JPG	Interior Scenic	3:01:55 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	28	36.33639444	-85.416925	80	R0013377.JPG	Interior Scenic	3:02:00 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	29	36.33551667	-85.41855278	160	R0013378.JPG	Back Of Pond #2	3:05:27 PM	11/19/2011	M. Clebsch & K. Petrey
ay_ Roaring River	30	36.33730278	-85.42339167	330	R0013379.JPG	Interior Road To Graveyard	3:12:39 PM	11/19/2011	M. Clebsch & K. Petrey
y_Roaring River	31	36.33823611	-85.42380556	350	R0013381.JPG	Graveyard Corner To River	3:15:40 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	32	36.33854444	-85.42396111	40	R0013382.JPG	Upper Fenceline @ Graveyard	3:16:57 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	33	36.33864444	-85.42352778	165	R0013383.JPG	Upper Corner Looking Down	3:19:04 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	34	36.33858611	-85.423575	265	R0013384.JPG	Interior of Graveyard	3:19:37 PM	11/19/2011	M. Clebsch & K. Petrey
Oakley_Roaring River	35	36.33831111	-85.42336944	145	R0013385.JPG	Fenceline @ Graveyard	3:20:45 PM	11/19/2011	M. Clebsch & K. Petrey

Photographs for Photo Key #1

. B. Clabough & K. Petrey 11-19-11

#2 B. Clabough & K. Petrey 11-19-11

#3 B. Clabough & K. Petrey 11-19-11

#4 B. Clabough & K. Petrey 11-19-11

#5 B. Clabough & K. Petrey 11-19-11

#6 B. Clabough & K. Petrey 11-19-11

7 B. Clabough & K. Petrey 11-19-11

#8 B. Clabough & K. Petrey 11-19-11

#9 B. Clabough & K. Petrey 11-19-11

#10 B. Clabough & K. Petrey 11-19-11

#11 B. Clabough & K. Petrey 11-19-11

#12 B. Clabough & K. Petrey 11-19-11

#13 B. Clabough & K. Petrey 11-19-11

#14 B. Clabough & K. Petrey 11-19-11

#15 B. Clabough & K. Petrey 11-19-11

#16 B. Clabough & K. Petrey 11-19-11

#17 B. Clabough & K. Petrey 11-19-11

#18 B. Clabough & K. Petrey 11-19-11

#19 B. Clabough & K. Petrey 11-19-11

#20 B. Clabough & K. Petrey 11-19-11

#21 M. Clebsch & K. Petrey 11-19-11

#22 M. Clebsch & K. Petrey 11-19-11

#23 M. Clebsch & K. Petrey 11-19-11

#24 M. Clebsch & K. Petrey 11-19-11

#25 B. Clabough & K. Petrey 11-19-11

#26 B. Clabough & K. Petrey 11-19-11

#27 B. Clabough & K. Petrey 11-19-11

#28 B. Clabough & K. Petrey 11-19-11

:9 B. Clabough & K. Petrey 11-19-11

#30 B. Clabough & K. Petrey 11-19-11

B. Clabough & K. Petrey 11-19-11

#32 B. Clabough & K. Petrey 11-19-11

#33 B. Clabough & K. Petrey 11-19-11

#34 B. Clabough & K. Petrey 11-19-11

#35 B. Clabough & K. Petrey 11-19-11

Roaring River GPS - Photo Key #2

Photo #	Title	Comments	Longitude	Latitude	File Name	Direction	BeginTime
B01	Roaring River	Field	-85.424347	36.338871	DSC06348.jpg	110	2011-11-19T20:51:49Z
B02	Roaring River	Fence @ 136 Powerline	-85.426084	36.339341	DSC06349.jpg	205	2011-11-19T20:55:25Z
B03	Roaring River	Hwy. ROW Marker	-85.425992	36.339804	DSC06350.jpg	352	2011-11-19T20:57:09Z
B04	Roaring River	Corner @ Hwy/River (out)	-85.424555	36.341306	DSC06351.jpg	210	2011-11-19T21:04:25Z
B05	Roaring River	River View (out)	-85.423747	36.341082	DSC06352.jpg	65	2011-11-19T21:10:27Z
B06	Roaring River	Internal Forest View (out)	-85.423745	36.341077	DSC06353.jpg	110	2011-11-19T21:11:33Z
B07	Roaring River	River View	-85.422892	36.341122	DSC06354.jpg	340	2011-11-19T21:15:26Z
B08	Roaring River	Small Side Creek	-85.422664	36.341236	DSC06355.jpg	155	2011-11-19T21:17:51Z
B09	Roaring River	Roaring River	-85.42273	36.34141	DSC06356.jpg	272	2011-11-19T21:19:12Z
B10	Roaring River	Roaring River	-85.421326	36.342382	DSC06357.jpg	52	2011-11-19T21:26:19Z
B11	Roaring River	Roaring River	-85.416039	36.342015	DSC06359.jpg	38	2011-11-19T21:50:37Z
B12	Roaring River	Woods Rd. Near Powerline	-85.411154	36.341253	DSC06360.jpg	245	2011-11-19T22:05:29Z
B13	Roaring River	Powerline S	-85.413611	36.336352	DSC06361.jpg	220	2011-11-19T22:17:37Z
B14	Roaring River	Powerline N	-85.413624	36.336316	DSC06362.jpg	50	2011-11-19T22:18:13Z
B15	Roaring River	Far Field	-85.41349	36.336136	DSC06363.jpg	123	2011-11-19T22:19:24Z
B16	Roaring River	Pond	-85.418046	36.33738	DSC06364.jpg	326	2011-11-19T22:26:49Z

Roaring River GPS - Photographs for Photo Key #2

#B01 M. Clebsch & Elise E. 11-19-11

#B02 M. Clebsch & Elise E. 11-19-11

#B03 M. Clebsch & Elise E. 11-19-11

#B04 M. Clebsch & Elise E. 11-19-11

#B05 M. Clebsch & Elise E. 11-19-11

#B06 M. Clebsch & Elise E. 11-19-11

#B07 M. Clebsch & Elise E. 11-19-11

#B08 M. Clebsch & Elise E. 11-19-11

#B09 M. Clebsch & Elise E. 11-19-11

#B10 M. Clebsch & Elise E. 11-19-11

#B11 M. Clebsch & Elise E. 11-19-11

#B12 M. Clebsch & Elise E. 11-19-11

#B13 M. Clebsch & Elise E. 11-19-11

#B14 M. Clebsch & Elise E. 11-19-11

#B15 M. Clebsch & Elise E. 11-19-11

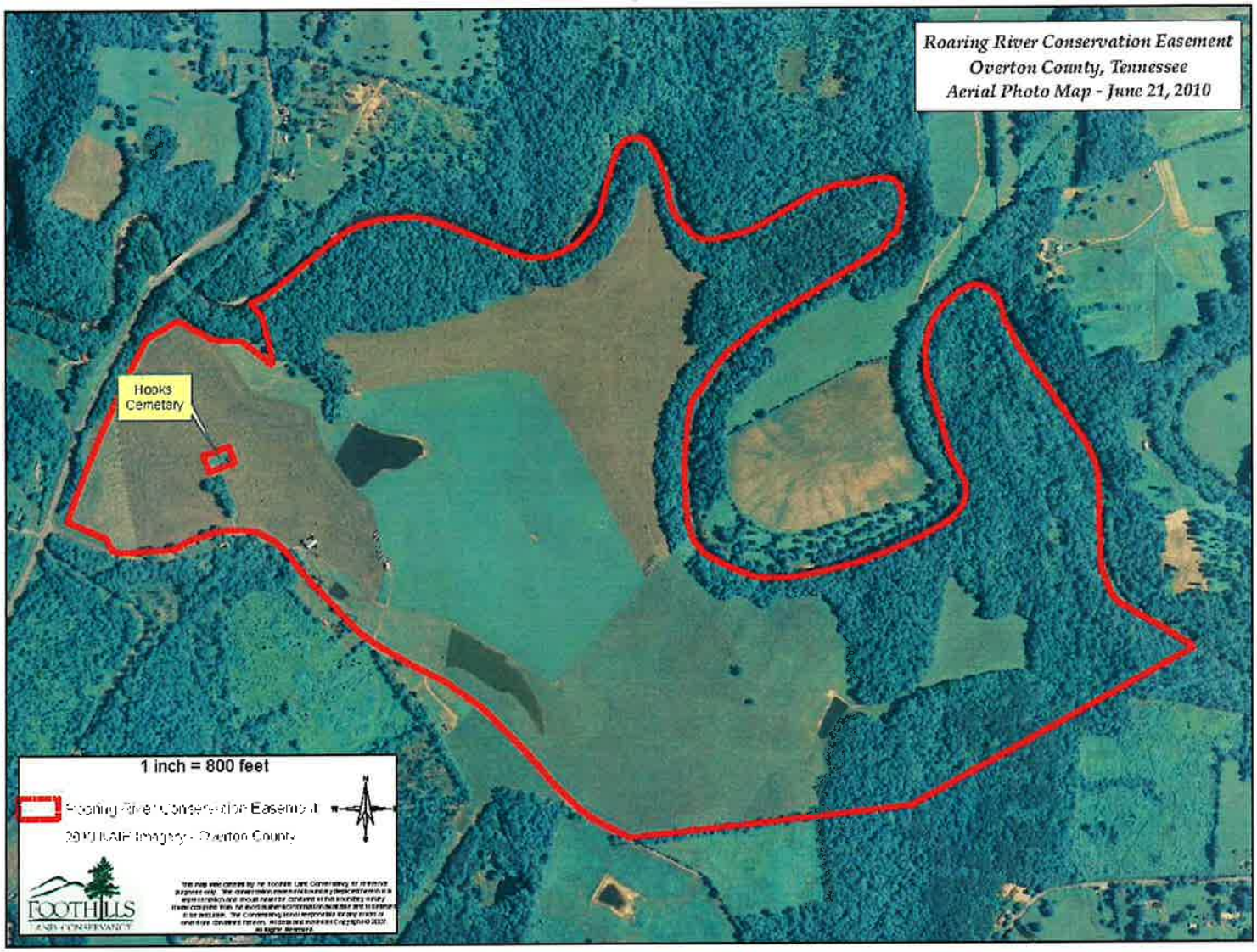
#B16 M. Clebsch & Elise E. 11-19-11

MAPS

Disclaimer: The following maps may not be based on land surveys, and therefore should not be used for the determination of boundaries or for the calculation of land area.

- Aerial Photograph with Boundaries
- State View
- County View
- USGS Quadrangle Map
- Watershed Map
- Watershed and Wetlands Map
- Soils Map
- Soils Map Legend
- Sub-surface Geology Map and Legend
- Prime Agricultural Soils Map and Legend
- Land Use Map
- Survey/Boundary Map

Aerial Photograph with Boundaries



State View

Not to Scale

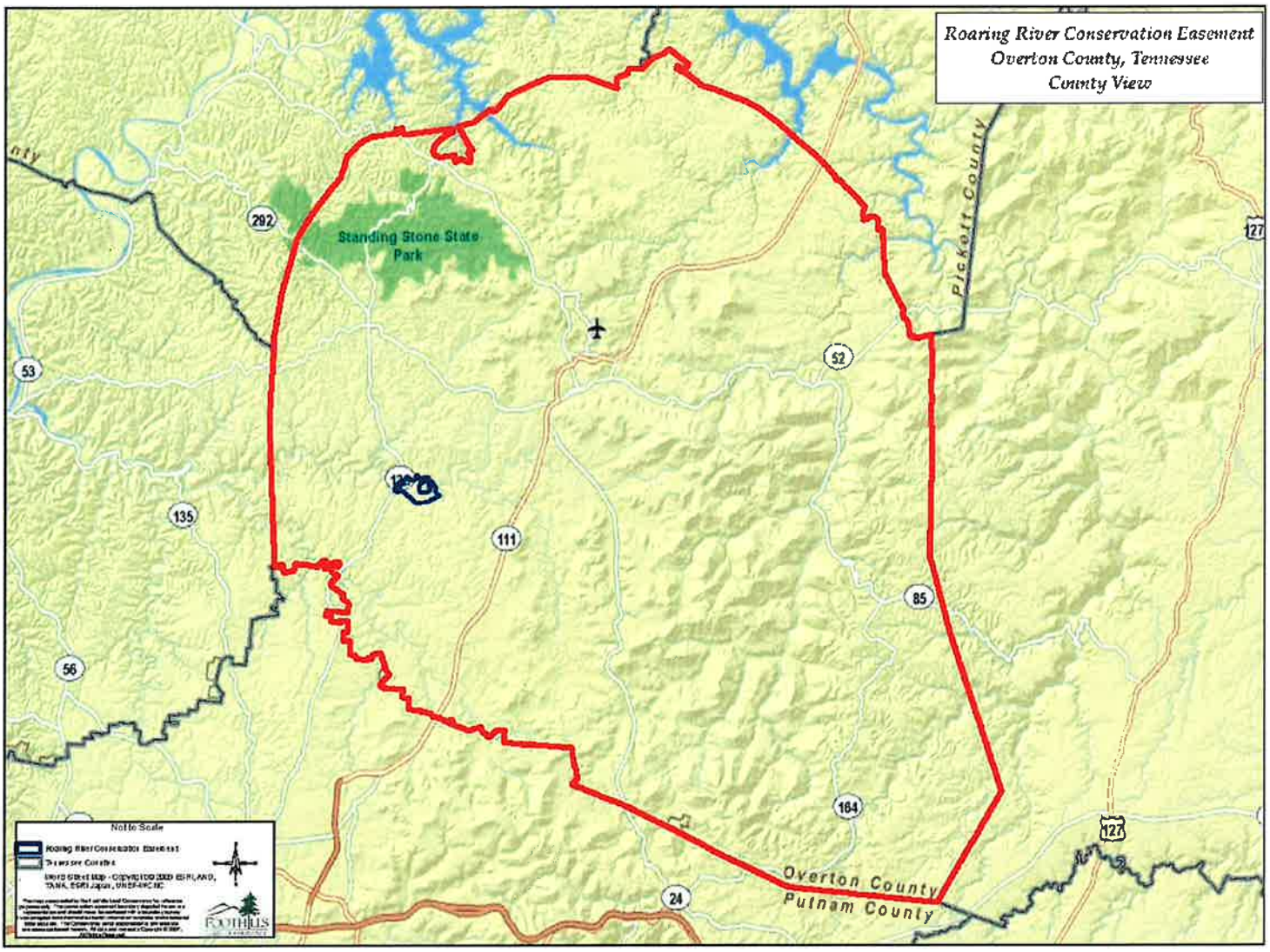
Roaring River Conservation Easement
Tennessee Counties
Interstates
Water Features

World Street Map - Copyright © 2009 ESRI, AND, TANA, ESRI Japan, UNEP-WCMC

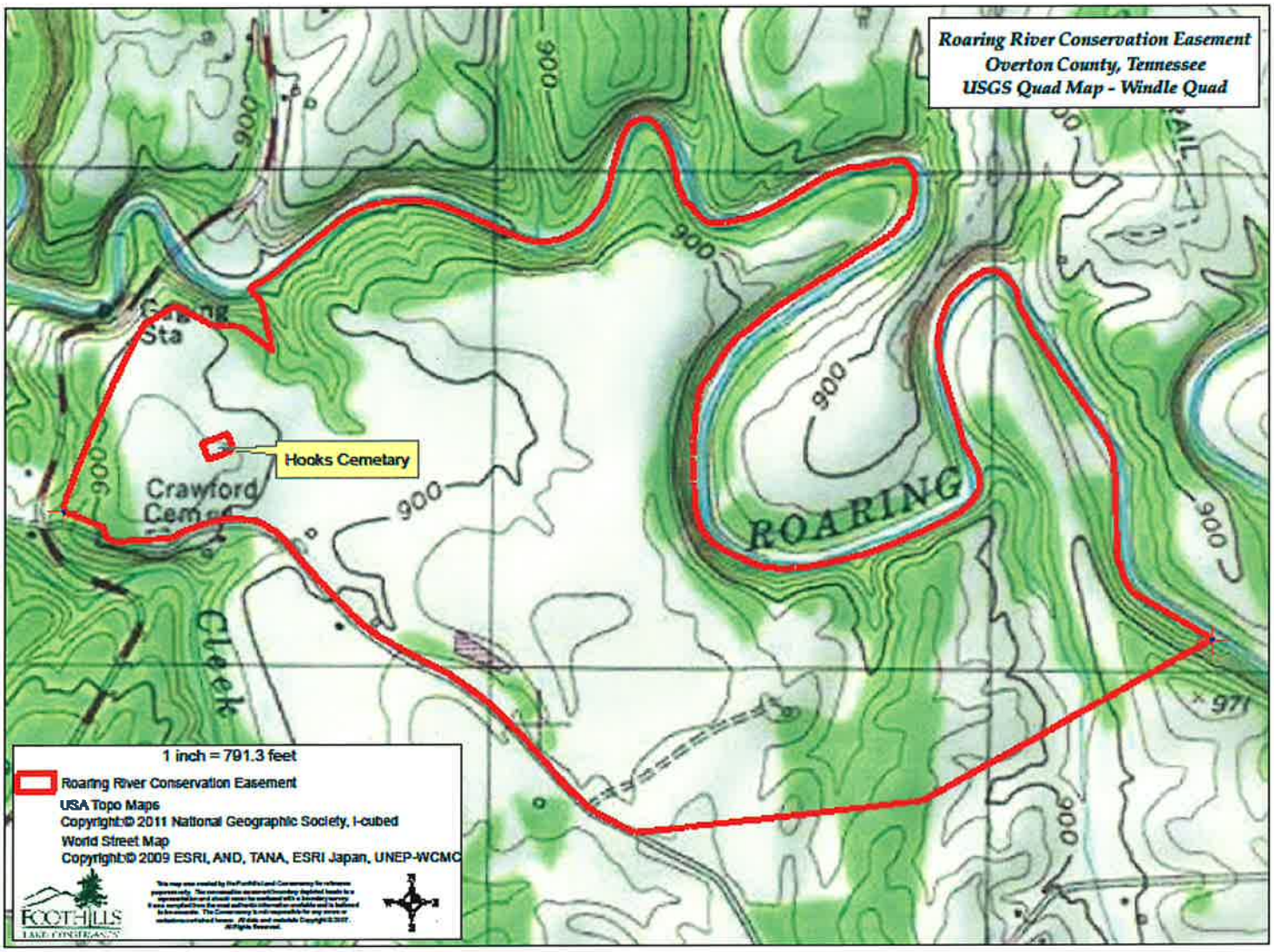
Roaring River Conservation Easement
Scott County, TN
State View

This map was created by the Foothills Land Conservancy for reference purposes only. The conservation easement boundary depicted hereon is a representation and should never be confused with a boundary survey. It was compiled from the most authentic information available and is believed to be accurate. The Conservancy is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2007. All Rights Reserved.

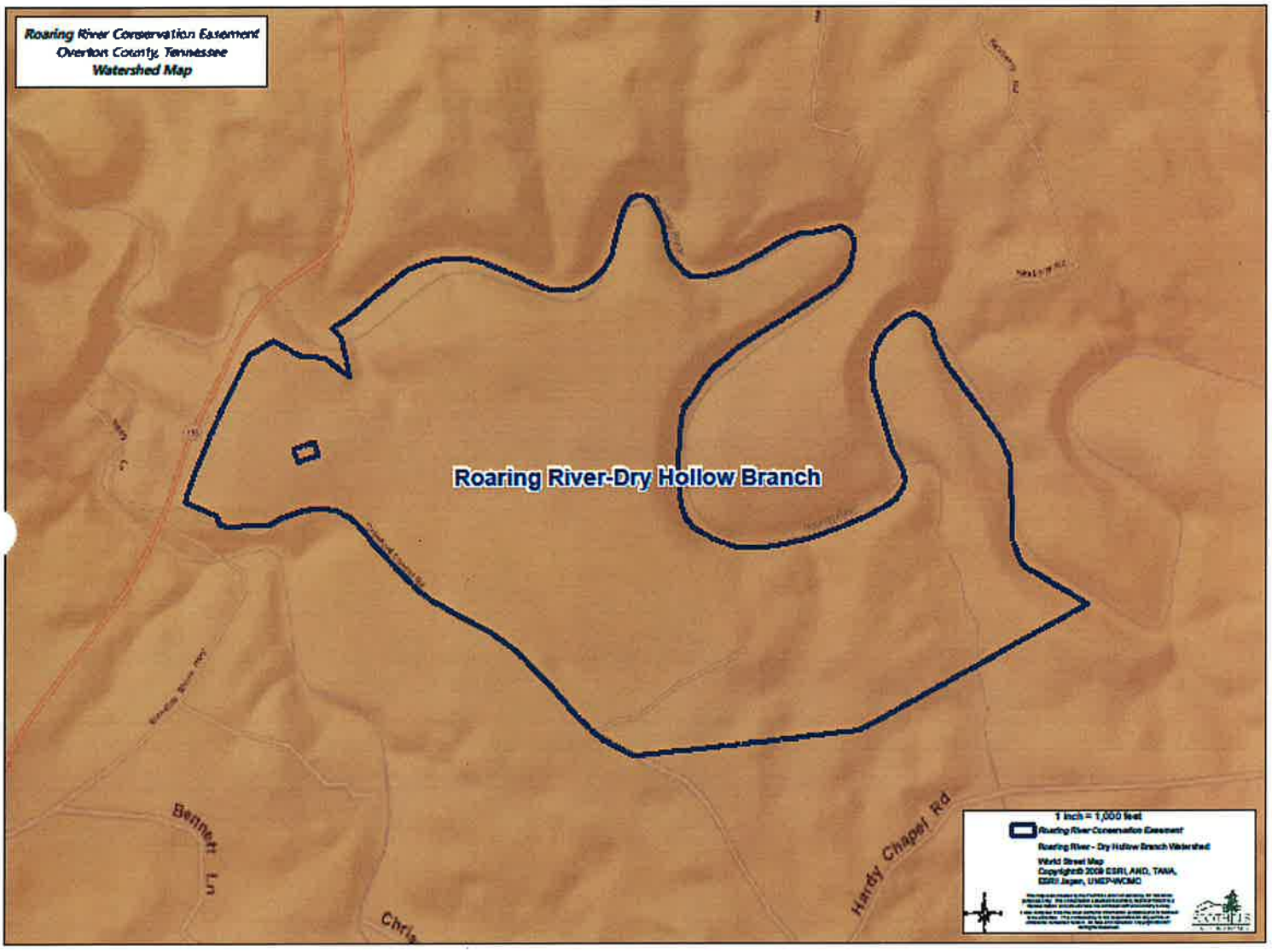
County View


Roaring River Conservation Easement
Overton County, Tennessee
County View
Standing Stone State Park
Pickett County
Overton County
Putnam County
292
53
135
56
111
52
85
164
24
127
Not to Scale

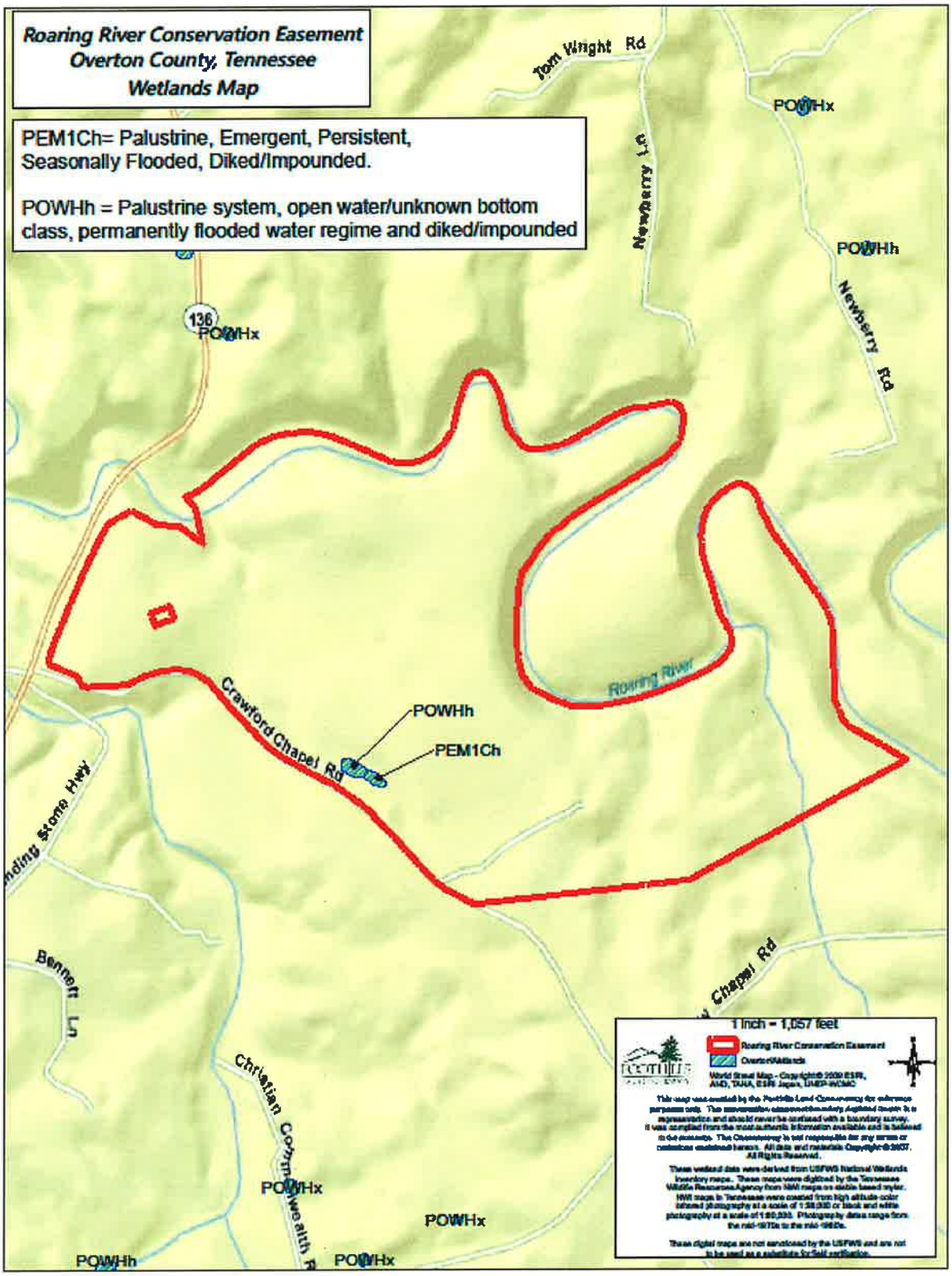
USGS Quadrangle Map



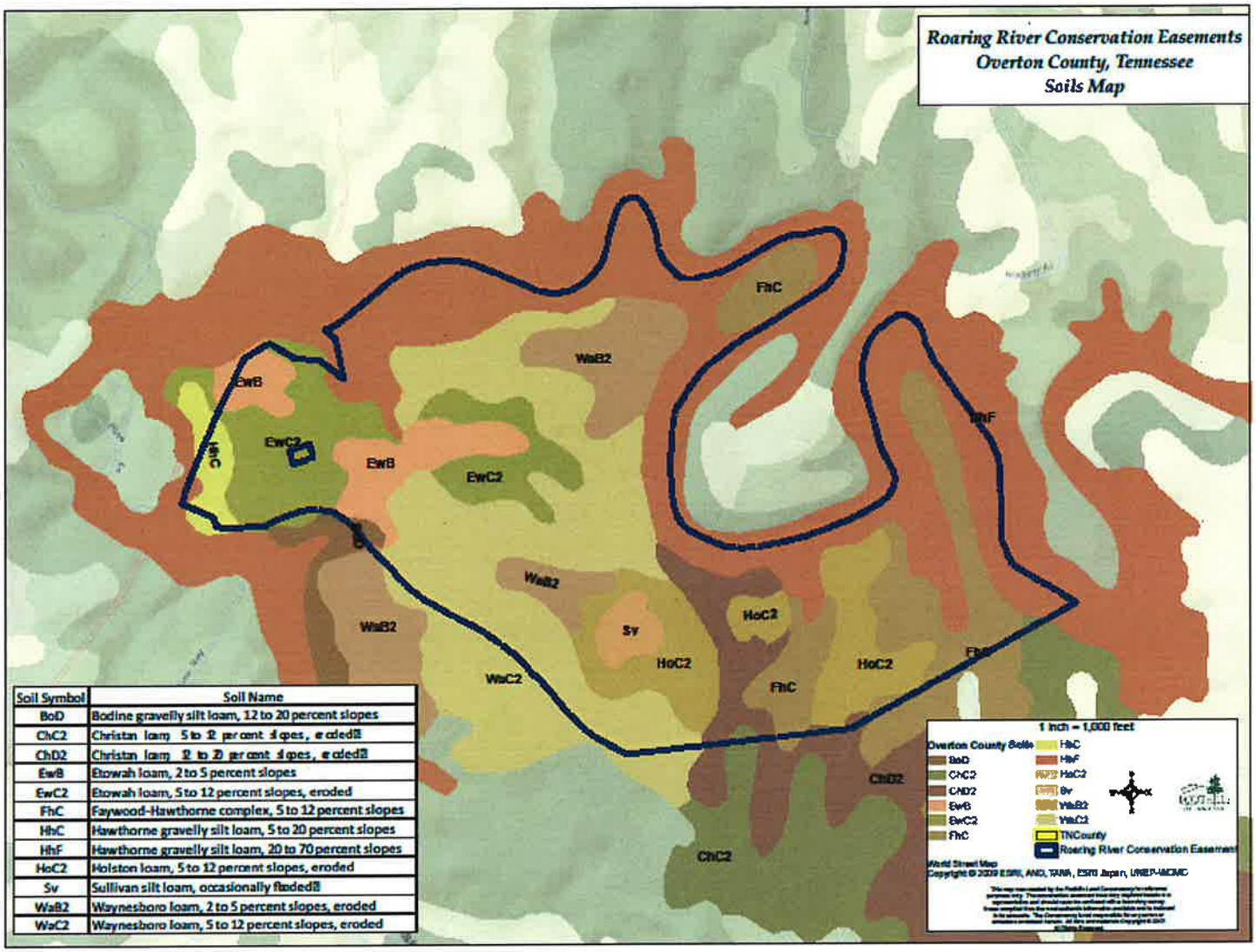
Watershed Map



Wetlands Map

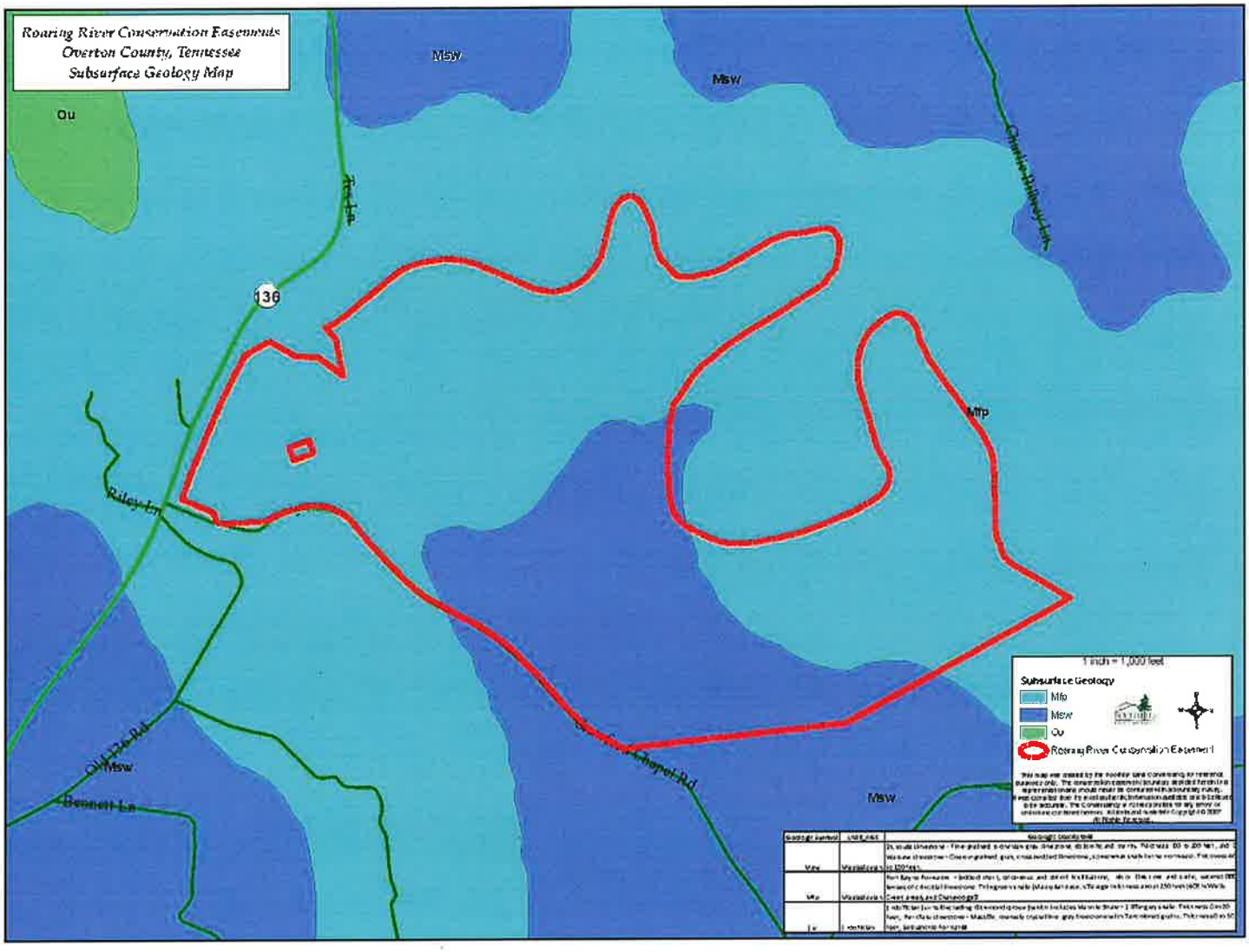


Soils Map & Legend



Soil Symbol	Soil Name
BoD	Bodine gravelly silt loam, 12 to 20 percent slopes
ChC2	Christian loam, 5 to 12 percent slopes, eroded
ChD2	Christian loam, 12 to 20 percent slopes, eroded
EwB	Etowah loam, 2 to 5 percent slopes
EwC2	Etowah loam, 5 to 12 percent slopes, eroded
FhC	Faywood-Hawthorne complex, 5 to 12 percent slopes
HhC	Hawthorne gravelly silt loam, 5 to 20 percent slopes
HhF	Hawthorne gravelly silt loam, 20 to 70 percent slopes
HoC2	Holston loam, 5 to 12 percent slopes, eroded
Sv	Sullivan silt loam, occasionally flooded
WaB2	Waynesboro loam, 2 to 5 percent slopes, eroded
WaC2	Waynesboro loam, 5 to 12 percent slopes, eroded

Sub-surface Geology and Legend

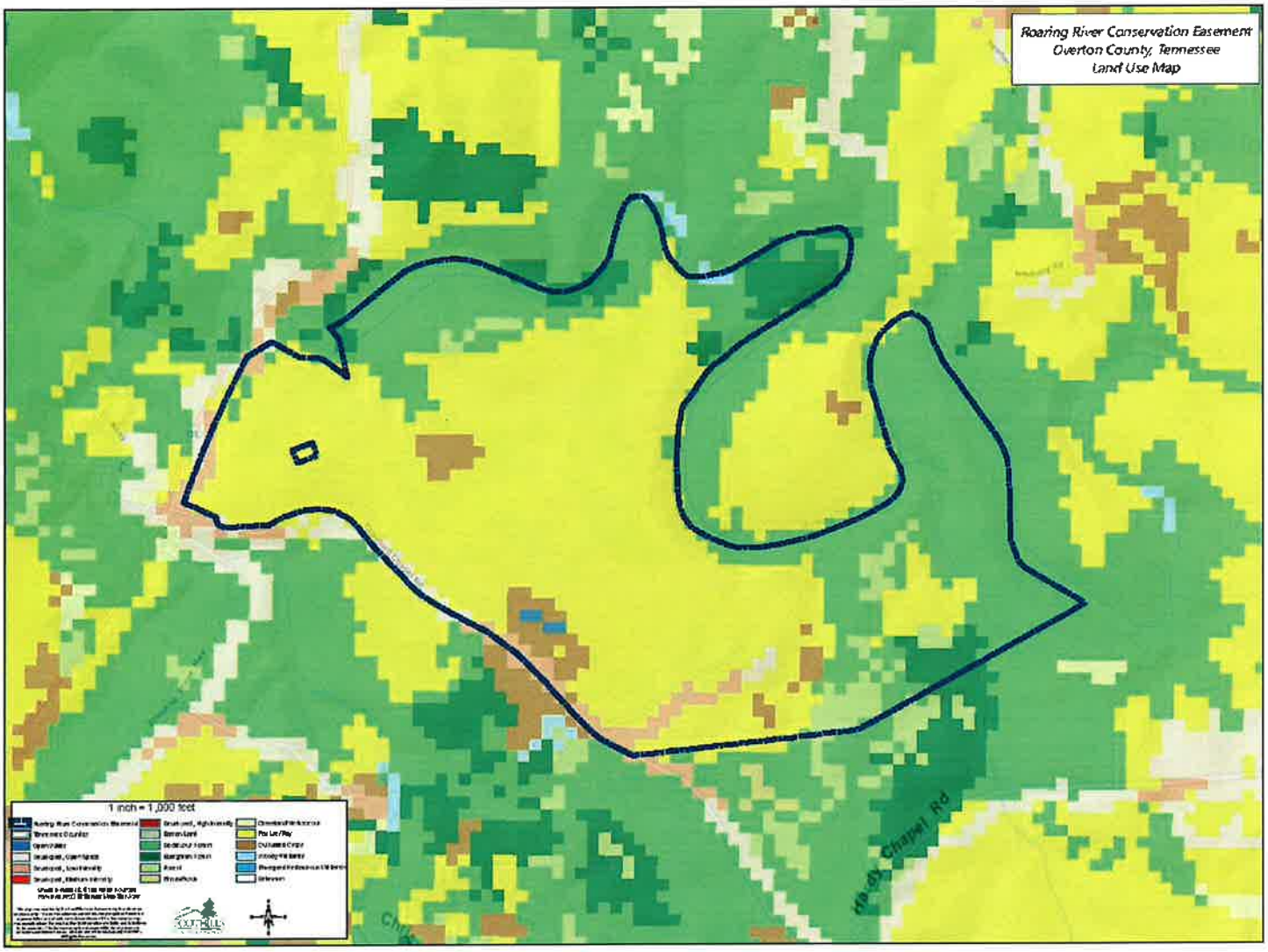


Prime Agricultural Soils Legend

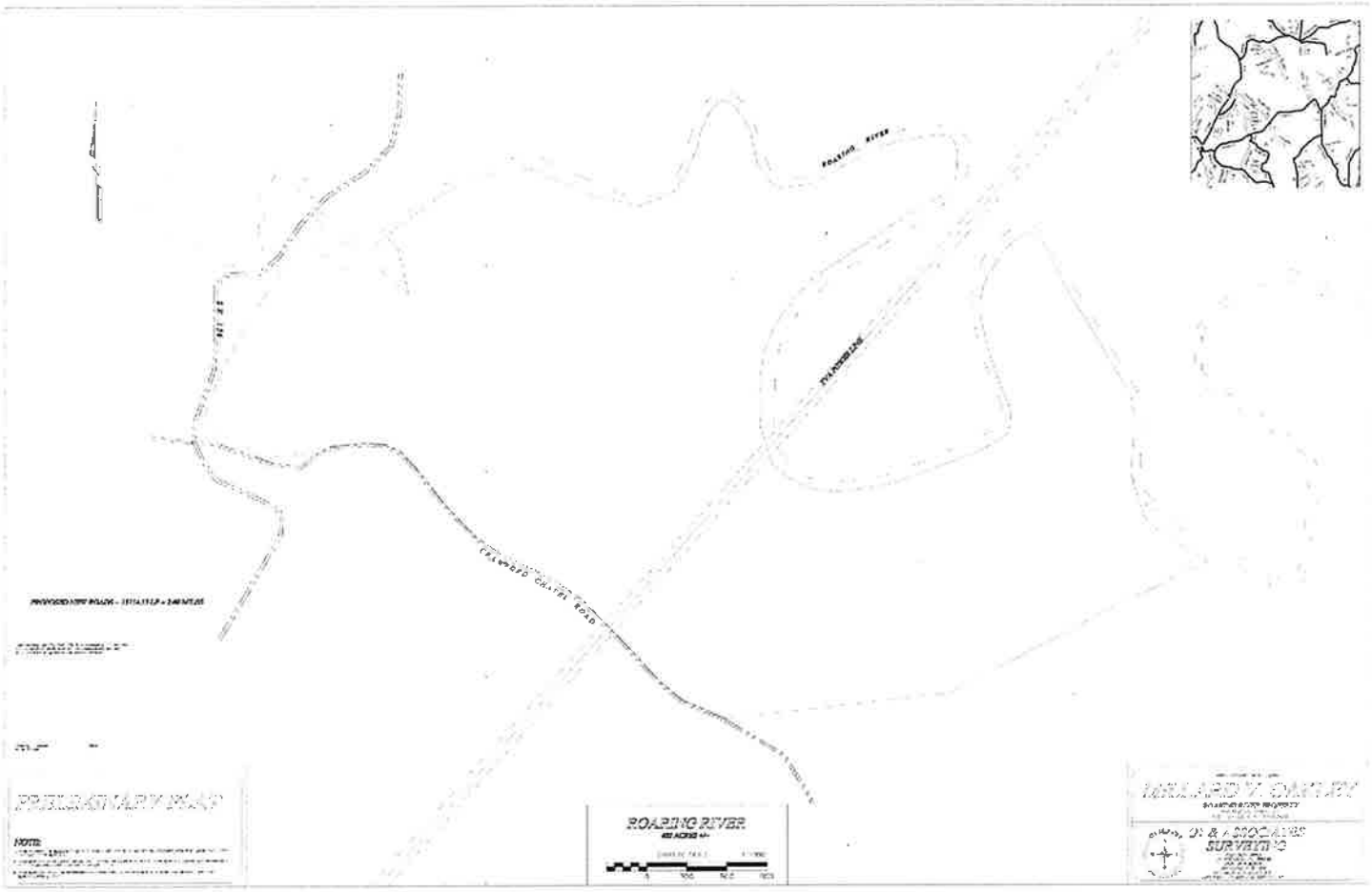
Prime and Other Important Farmlands
Overton County, Tennessee

Map	Map unit name	Farmland classification symbol
EwB	Etowah loam, 2 to 5 percent slopes	All areas are prime farmland
Sv	Sullivan silt loam, occasionally flooded	All areas are prime farmland
WaB2	Waynesboro loam, 2 to 5 percent slopes, eroded	All areas are prime farmland

Land Use Map


Roaring River Conservation Easement
Overton County, Tennessee
Land Use Map
1 inch = 1,000 feet
Hardy Chapel Rd

Survey/Boundary Maps



REFERENCES

1. Tennessee Department of Environment and Conservation, River Assessment Report, 1998

2. The Nature Conservancy, www.nature.org/ourinitiatives/unitedstates/tennessee/explore/cumberland-plateau

Directions to Property
(From MapQuest, March 2011)

373 Ellis Ave, Maryville, TN 37804

	1. Head **southwest** on **Ellis Ave** toward **College St**	go 0.1 mi total 0.1 mi
	2. Turn **left** onto **S Court St**	go 479 ft total 0.2 mi
	3. Take the 1st right onto **W Lamar Alexander Pkwy** About 4 mins	go 1.6 mi total 1.8 mi
	4. Turn right onto **TN-115 N/US-129 N** About 6 mins	go 5.2 mi total 7.0 mi
	5. Continue straight to stay on **TN-115 N/US-129 N** About 1 min	go 1.2 mi total 8.2 mi
	6. Merge onto **I-140 W** via the ramp to **Oak Ridge** About 11 mins	go 11.5 mi total 19.7 mi
	7. Take exit 1D for **I-40 W/I-75 S** toward **Nashville/Chattanooga**	go 0.5 mi total 20.2 mi
	8. Keep left at the fork and merge onto **I-40 W/I-75 S** About 7 mins	go 7.7 mi total 27.9 mi
	9. Slight right onto **I-40 W** (signs for **Nashville**) About 1 hour 1 min	go 66.5 mi total 94.4 mi
	10. Take exit 301 for **US-70N** toward **TN-84/Monterey/Livingston**	go 0.2 mi total 94.5 mi
	11. Turn right onto **TN-24 W/US-70N W** About 1 min	go 0.5 mi total 95.0 mi
	12. Turn right onto **S Holly St** About 1 min	go 0.3 mi total 95.3 mi
	13. Turn left onto **TN-84 N/W Commercial Ave** Continue to follow **TN-84 N** About 9 mins	go 6.9 mi total 102 mi
	14. Turn left onto **TN-293 W/Rickman Monterey Hwy** About 3 mins	go 1.2 mi total 103 mi
	15. Turn left to stay on **TN-293 W/Rickman Monterey Hwy** About 9 mins	go 5.4 mi total 109 mi
	16. Turn right onto **TN-111 N/Cookeville Hwy**	go 0.1 mi total 109 mi
	17. Take the 1st left onto **TN-293 W/Tommy Dodson Rd** About 6 mins	go 4.6 mi total 114 mi
	18. Turn right onto **TN-136 N/Hilham Rd** Continue to follow **TN-136 N** About 8 mins	go 4.8 mi total 118 mi
	19. Turn right onto **Crawford Chapel Rd** About 2 mins	go 0.7 mi total 119 mi

Crawford Chapel Rd, Livingston, TN 38570

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

Google

Directions to Crawford Chapel Rd, Livingston, TN 38570
119 mi – about 2 hours 11 mins

Save trees. Go green!
Download Google Maps on your phone at **google.com/gmm**

Preparers' Qualifications

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 the past 25 years she has owned and operated a successful native plant nursery, which includes consultation and design services involving considerable field work in plant identification and landscapes interpretation. She has attended many field study classes with her husband Dr. Ed Clebsch, and assisted him in gathering and interpreting data for a number of projects associated with plant ecology. Much of her recreational time is spent outdoors hiking and pursuing nature study. She has worked for Foothills Land Conservancy since 2007 preparing baseline documentation reports. She attended the Land Trust Alliance national meeting and training sessions in 2007 and 2008.

Kim Raia

Kim has worked in the environmental services field since the early 1980s. She has worked with nonprofits, and federal, state, and local officials on environmental issues related to GIS and land use planning, solid waste management, water quality regulation and policy implementation, environmental training, environmental assessments, regulatory compliance, permitting, reporting, and grant writing.

Kim is a long standing board member of the Little River Watershed Association, a former National Park Service Ranger, and a former small business owner. During graduate school she taught Physical Geography in the evening school, worked on several NSF and National Geographic Society Grants assisting in field work on lake sampling, soil erosion, and geomorphic change over time.

Kim hosts several environmental web sites including a mapping service for the Little River Watershed Association, and an environmental blog for solid waste professionals in Tennessee.
Kim has bachelor's degrees in biology and geography, an M.S. degree in Geography, and is a certified GIS Professional.

Karen Petrey

Karen's formal education consists of a BS in Ornamental Horticulture and Landscape Design and a MS in Plant and Soil Science, both from the University of Tennessee. She performed the start-up and subsequent management of a 20 acre grape vineyard for several years.

Karen has owned and operated a successful landscape design business for the past 25 years, specializing in both native and edible landscape design. She served on the Board of Directors of the Friends of the UT Gardens for ten years, acting as president for two of those years.

Karen has continued her informal education in various environmental studies via attendance to numerous conferences and workshops. She has conducted several talks and workshops on diverse horticultural topics.

Karen began volunteer work with Foothills Land Conservancy in 2011, assisting in updating the Baseline Document Reports. She currently is employed part-time with the Conservancy, continuing to assist with the preparation and updating of the BDRs. Karen has had a Conservation easement through Foothills Land Conservancy on her 18 acre property since 2007.

Contributors

Amy Jendrek

Amy graduated from Davdison College in 2008 with a Bachelor's of Science in biology and French. Her first job in high school was working as a research assistant at the Great Smoky Mountains Institute at Tremont, where she worked with the All Taxa Biodiversity Inventory and other projects, studying moths, salamanders, birds, beetles, and other animals and their habitat. While at Davidson, Amy worked with Michael E. Dorcas in the herpetology laboratory, doing research and outreach activities. She traveled to the Savannah River Ecology Laboratory and Costa Rica as part of her work in the lab. Her research with Cope's Gray Treefrogs (*Hyla chrysoscelis*) lead to a publication in the *Journal of Herpetology*, and her study of relocated Eastern Box Turtles (*Terrapene carolina carolina*) earned her the Best Student Poster Award at the Association of Southeastern Biologists meeting in 2008. Amy also did minor projects with ecotoxicology, animal behavior, and greenhouse techniques.

EXHIBITS

(Electronic versions saved in separate file as **Oakley Roaring River BDR Exhibits** and as independent files)

A. Conservation Easement
B. Flora and Fauna Lists
C. Building Envelopes

Rare species Report TDEC

Reported for within 4 miles of the Property

NATURAL HERITAGE PROGRAM, DEC. 2011							
Type	Scientific Name	Common Name	Global Rank	St. Rank	Fed. Prot.	St. Prot.	Habitat
Vascular Plant	Juglans cinerea	Butternut	G4	S3	--	T	Rich Woods And Hollows
Vascular Plant	Lilium canadense	Canada Lily	G5	S3	--	T	Rich Woods And Seeps
Vertebrate Animal	Myotis grisescens	Gray Myotis	G3	S2	LE	E	Cave obligate year-round; frequents forested areas; migratory.
Vertebrate Animal	Neotoma magister	Allegheny Woodrat	G3G4	S3	--	D	Outcrops, cliffs, talus slopes, crevices, sinkholes, caves & karst.
Vertebrate Animal	Sorex fumeus	Smoky Shrew	G5	S4	--	D	Damp wooded areas including coniferous or mixed forests; middle and east Tennessee.
Vertebrate Animal	Zapus hudsonius	Meadow Jumping Mouse	G5	S4	No Status	D	Open grassy fields; often abundant in thick vegetation near water bodies; statewide.

Exhibit B

Roaring River

FLORA AND FAUNA

Compiled by Meredith B. Clebsch and Karen Petrey

Documented 11/19/11

(casual list)

Trees, Shrubs and Woody Vines

Buckeye, *Aesculus sp*
American beech, *Fagus grandifolia*
Black cherry, *Prunus serotina*
Sassafras, *Sassafras albidumon,*
Persimmon, *Diosporos virginiana*
Sourwood, *Oxydendron arboreum*
Sweetgum, *Liquidamber styraciflua*
White oak, *Quercus alba*
Oak, *Quercus spp*
Sugar maple, *Acer saccharum*
Red maple, *Acer rubrum*
Umbrella magnolia, *Magnolia tripetala*
Sycamore, *Platanus occidentalis*
Pawpaw, *Asimina triloba*
Canadian hemlock, *Tsuga canadensis*
Eastern red cedar, *Juniperus virginiana*
Mountain laurel, *Kalmia latifolia*
Virginia sweetspire, *Itea virginica*
Bladdernut, *Staphylia trifolia*
Deerberry, *Vacciniuium stamineum*
Mapleleaf viburnum, *Viburnum acerifolium*
Greenbriar, *Smilax sp*
Crossvine, Bignonia capreolata

Herbaceous Plants

Black-eyed Susan, *Rudbeckia fulgida v. fulgida*
Queen Ann's lace, *Daucus carota* (introduced)
Curtis"goldenrod, *Solidago curtissi*
Allegheny spurge, *Pachysandra procumbens*
Woodland phlox, *Phlox divaricate*
Hepatica, *Hepatica acutiloba*
Toothwort, *Dentaria sp*
Wood anemone, *Anemone quinquifolia*
Pipsissewa, *Chimaphila maculate*
Little brown jug, *Hexastylus arifolia*

Grasses and Grass-like Plants

Ferns, lichens and mosses
Christmas fern, *Polystichum acrostichoides*
Maidenhair fern, *Adiantum pedatum*
Marginal-shield fern, *Dryopteris marginalis,*

Invasive Exotic Species
Tall fescue grass, *Schedonorus phoenix*

Mammals, Reptiles and Amphibians
Skunk tracks
Possum tracks
Rodent tracks

Birds
Canada goose
Great blue heron
Turkey vulture
Northern harrier
Killdeer
Meadowlark
Northern bobwhite
Red winged Blackbird
Carolina chickadee
Turkey
Starling

Exhibit A

Conservation Easement

This Instrument Prepared By:
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CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

THIS CONSERVATION EASEMENT ("Easement") is made as of the 19 day of December, 2011, by **Millard V. Oakley** and wife, **J. Annette Oakley**, residents of Overton County, Tennessee, having an address as set forth below ("Grantor"), in favor of **Foothills Land Conservancy**, a Tennessee non-profit corporation, having an address as set forth below ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of approximately Four Hundred Three (403) acres of real property in Overton County, Tennessee, more particularly described on **Exhibit A** attached hereto and incorporated by this reference ("Property"), and

WHEREAS, Grantor certifies that the Property possesses ecological, natural, scenic, and wildlife habitat values (collectively, "Conservation Values") of great importance to Grantor, the citizens and residents of, and visitors to, Overton County, Tennessee, and the people of and visitors to the State of Tennessee, including visitors to the State and National Parks and Recreation Areas in the area, and members of the public using the Roaring River, a navigable waterway of the State of Tennessee, and which further local, state, and national goals to conserve scenery and wildlife for the enjoyment of future generations; and

WHEREAS, Grantor certifies that the Property possesses ecological, natural, scenic, and other conservation values in its present state as a significant natural and open-space area; and

WHEREAS, because the Property remains in on-going use for agricultural purposes and open space, and is ecologically well-balanced; its preservation as such is desirable for aesthetic, conservation, and ecological reasons, and the Property includes a variety of mature trees and provides habitat for a number of species of wildlife; and

WHEREAS, the property around and comprising the shoreline of navigable waterways the State of Tennessee is rapidly developing, and large tracts of natural lands

are imminently threatened with residential, commercial, and industrial development; and

WHEREAS, the Property is mainly agricultural land, currently being used as farmland by the Tennessee Tech University School of Agriculture, and constitutes approximately 403 acres, thus meeting the definition of "agricultural land" under The Agricultural, Forest, and Open Space Land Act of 1976. As such, it is to be given special treatment pursuant to such Act. The Roaring River forms a major part of the boundary of the Property, providing a natural habitat for many native species; and

WHEREAS, the Property has many scenic qualities, including nearly 13,000 feet of frontage along the Roaring River, a navigable waterway. The Roaring River is part of the Tennessee Scenic River Program, defined by the Tennessee Scenic Rivers Act of 1968, Tennessee Code Annotated §11-13-101 to §11-13-120. It is a Class I Natural River Area from State Route 136, just adjacent to the Property to 2 miles downstream, after which it becomes a Class II Pastoral River Area all the way to its confluence with Cordell Hull Lake. In the Tennessee Department of Environment and Conservation's River Assessment Report of 1998, the Roaring River was rated as of regional significance for natural and scenic qualities, a good fishery, excellent for recreational boating, and excellent water quality. The Property is accessible to the public by Crawford Chapel Road and also by boat on the Roaring River. Protection of the Property ensures the maintenance of this Scenic River as well as the natural beauty appreciated by those who travel the Roaring River by boat; and

WHEREAS, Two of the Roaring River's tributaries, Blackburn Fork and Spring Creek, are also part of the Tennessee Scenic River Program, and are considered of statewide or greater significance by the Tennessee Department of Environment and Conservation's Rivers Assessment Program. Both Blackburn Fork and Spring Creek have sections classified as Class I Natural River Areas and Class II Pastoral River Areas; and

WHEREAS, the Roaring River is a well-known whitewater rafting and kayaking river, as well as a popular camping area. It is designated as Class II and III rapids by the American Whitewater Association and is often cited as a pristine and scenic area for rafting. Many rafting companies cite the Roaring River's natural surroundings and abundant wildlife as reasons for the area's popularity among whitewater enthusiasts. Another often cited reason is that the Roaring River is the site of many old mills and other historic structures; and

WHEREAS, surrounded by the Property is the Crawford Public Cemetery (known as the Hook Cemetery on the property description), a turn of the century graveyard with over 100 burial sites. The Crawford Public Cemetery is still in use today, the most recent interment having been in early 2011. Preserving the peaceful and pastoral nature of the land surrounding the cemetery serves the public who visits and uses the Crawford Public Cemetery; and

WHEREAS, the Property is currently the site of Tennessee Tech University School of Agriculture's farm research center and learning space. The research farm produces livestock and crops, including swine, cattle, and sheep, as well as hay, wheat, and soybeans. Students are employed at the research farm each year to gain hands-on experience in the world of agriculture. Development of the Property would change the very nature of the tract, and thus impair Tennessee Tech University's ability to offer to their students such hands-on experience; and

WHEREAS, agricultural land is also important as habitat for many species. Butterflies depend on large fields and agricultural areas to survive and reproduce. The Tennessee State Butterfly, the zebra swallowtail (Protographium Marcellus) is native to the area, and is a species highly sensitive to development, having been extirpated from the Southernmost tip of Florida due to overdevelopment. The Monarch butterfly (Danaus plexippus) is present in the area, which serves as a migration site. Monarchs need large expanses of field and pasture to lay their eggs and reproduce. Not only is such land essentiel to the survival of butterflies, but many reptiles, such as the Eastern box turtle (Terrapene carolina carolina), prefer grassland habitat and pastures; and

WHEREAS, the Roaring River also provides pristine habitat for many species. Smallmouth fish species are prevalent, including smallmouth bass, rock bass, white bass, rockfish, largemouth bass, catfish, crappie, gizzard, and shad. Many people come to fish the waters of the Roaring River, as well as appreciate its natural beauty; and

WHEREAS, over 40 species of dragonflies and damselflies also inhabit the area, and need the aquatic habitat provided by the Roaring River to survive and reproduce. The Roaring River and its surrounding lands is an important habitat for water birds and raptor birds, including the American kestrel (Falco sparverius), the only kestrel found in the Americas and the smallest falcon in North America. Other birds spotted in the area include the Red-bellied Woodpecker (Melanerpes carolinus), the Great Blue Heron (Ardea herodias), Downy Woodpeckers (Picoides pubescens), Belted Kingfishers (Megaceryle alcyon), and Black-capped chickadees (Poecile atricapillus); and

WHEREAS, whitewater rafters have also noted North American beaver (Castor Canadensis) dams and lodges along the Roaring River. Beavers are a keystone species in an ecosystem, and help to shape the landscape and create wetlands and ponds where other species reside and breed. Other animal species of note within the area include wild turkeys, quails, eagles, soft-shell turtles, foxes, and mink; and

WHEREAS, the Property falls within the Cordell Hull Lake watershed, which was declared a U.S. Watershed Hot Spot in the "Rivers of Life" study by The Nature Conservancy. It was classified as such due to the rich biodiversity of the watershed. Several federally listed rare or endangered species live within this area, including the Dromedary Pearlymussel (Dromus dromas) and the Tennessee Cave Crayfish (Orconectes incomptus). The Gray Myotis (Myotis grisescens), also listed as Endangered,

inhabits the area. Over 80 species of wildflowers are native to the region, for which fields and pastures such as those found on the Property are ideal habitat; and

WHEREAS, the Property is within 10 miles of Standing Stone State Park, an 11,000-acre state park noted for its outstanding scenery, abundance of wildflowers, and rich biodiversity. Downstream from the Property are Roaring River Park, The Boils Wildlife Management Area, and Roaring River Recreational Area. All of these parks would be affected by the development of the Property, and such development's detrimental effects on the water quality of the Roaring River; and

WHEREAS, the Property is within a region declared of medium priority for both aquatic and subterranean habitats by the Tennessee Wildlife Resources Agency's State Wildlife Action Plan (2005). As part of a Wildlife Conservation Strategy, the Tennessee Wildlife Resources Agency believes it is important to protect such tracts as the Property in an effort to maintain the rich biodiversity of the area; 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, a partial listing of which is attached hereto as **Exhibit B** and incorporated by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that, Grantor certifies and the parties agree, provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective, though 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 them; and

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

WHEREAS, Grantee is a publicly supported, tax-exempt nonprofit organization and is a qualified organization under Sections 501(c)(3), 170(b)(l)(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, water front, stream corridors, and watersheds; and

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

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

(a) Preservation of the viewshed from the Roaring River, a navigable waterway in the State of Tennessee;

(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, and pursuant to a clearly delineated government conservation policy which provides significant public benefit from both open space 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 easement and impose the restrictive covenants on the Property as set forth in this Easement to accomplish the Conservation Purposes;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Tennessee and in particular the Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301, and the Tennessee Agricultural, Forestry and Open Space Land Act of 1976, Tennessee Code Annotated Section 67-5-1002, Grantor hereby voluntarily, unconditionally, and absolutely declares the restrictions set forth herein and grants and conveys to Grantee a 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 Easement and agrees to hold the Easement exclusively for the Conservation Purposes and to enforce the terms of the restrictive covenants set forth in this Easement.

1. **Purpose.** 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 private vegetable garden production, forest 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 conveyed to Grantee by this Easement:

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

(b) To enter upon 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 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 upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and enjoyment of the Property; and

(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.

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

3.1 Subdivision. The Property may not be divided, partitioned, or subdivided other than as is set forth in Section 4 of this Easement. The term "Subdivision" shall include a long-term lease or other use of the Property that creates the characteristics of a subdivision of the Property as determined in the sole discretion of Grantee;

3.2 Commercial Development. Any commercial or industrial use other than those relating to agriculture, silviculture, education, passive recreation, or other customary rural enterprise is prohibited; provided, however, this limitation is not intended to interfere with the use of the Property by Tennessee Tech University as an agricultural research facility, so long as all activities on the Property are for education and research purposes for Tennessee Tech University, and so long as such activities by Tennessee Tech University do not have an adverse effect on the Conservation Values of the Property or the Conservation Purposes of this Easement, including, without limitation, any adverse effect on the relatively natural habitat for fish, wildlife, and plants, and the ecosystem in which they function within the forested areas of the Property;

3.3 Topography. The filling, excavating, dredging, surface mining, drilling, or any removal of topsoil, sand, gravel, shale, rock, peat, minerals, or other materials, upon 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 mining method or any other method that, in the reasonable discretion of Grantee, would significantly impair or interfere with the Conservation Values of the Property or the Conservation Purposes of this Easement; provided, however, minimal filling, excavating and dredging shall be permitted as may be necessary for creek front and waterfront rehabilitation and restoration and pond maintenance as provided in Section 4 of this Easement. No surface mining in violation of Internal Revenue Code Section 170(h)(5) shall be permitted;

3.4 Dumping. 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; there shall be no changing of the topography through the disposal of soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Property or on adjacent property, if owned by Grantors, that could cause erosion or siltation on the Protected Property;

3.5 Construction. The placement or construction of any buildings, structures, communication towers or antenna, and related facilities or other improvements of any kind, other than as described below in Section 4 of this Easement;

3.6 Access. Access by the public at large, except with the express permission of Grantor;

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 recreational or other All Terrain Vehicles will be allowed on the Property except by Grantor or for the purpose of maintaining property; provided, however, so long as the Property is used as an agricultural research station by Tennessee Tech University, farm, off-road, and other vehicles reasonably necessary to carry out the research activities shall be permitted on the Property so long as such use does not adversely affect the Conservation Values of the Property or the Conservation Purposes of this Easement;

3.9 Signs. The placement of any commercial signs or billboards on the Property except those signs, whose placement, number, and design do not significantly diminish the scenic character of the Property. Small, relatively unobtrusive signs 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, or to provide notice that this is protected property;

3.10 Introduced Species. The intentional introduction of any exotic or invasive plant species on the Property; provided, however, so long as the Property is used by Tennessee Tech University for an agricultural research station, the controlled introduction of such species, for educational or research purposes, shall be permitted so long as such activities do not adversely affect the Conservation Values of the Property or the Conservation Purposes of this Easement;

3.11 Pollution. The pollution, contamination, or alteration of surface water, natural water courses, lakes, ponds, marshes, 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;

3.12 Timber. The cutting of any trees other than pursuant to a forest management plan approved by the Tennessee Division of Forestry, and in accordance with the Best Management Practices as published by the Tennessee Division of Forestry, 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 or trees that may pose a threat to life or property on the Property or that may be required to maintain views, or for use as personal firewood, shall be permitted;

3.13 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 developmental rights that have been encumbered or extinguished by the Easement may be transferred to any other property; and

3.14 Archaeological Site. A small archaeological site has been identified and cataloged by the State of Tennessee Division of Archaeology as Site 40OV27. A copy of the location of Site 40OV27 and other relevant information provided by the State of Tennessee is kept with the Baseline Documentation at the offices of Grantee. For privacy purposes, however, the location of Site 40OV27 is not included with the recorded copy of this

Easement. Digging or soil disturbance within 100 feet of Site 40OV27 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 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 herein and are not inconsistent with the purposes of this Easement. Nothing herein shall be construed as a grant to the general public of any right to enter upon any part of the Property. Without limiting the generality of the foregoing, and subject to the provisions of Section 3, the following rights are expressly reserved:

4.1 Reside. The right to reside on the Property in perpetuity;

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 and written notice is provided to Grantee in accordance with Section 13 below;

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

4.4 Subdivision. The Property may be subdivided one (1) time and then only into two (2) tracts, the smallest of which shall not be less than One Hundred (100) acres. The identification of a line on the drawing attached hereto as **Exhibit C** as a "Division Line" is unrelated to the subdivision of the Property.

4.5 Dwelling Structures. The right to construct, remodel, renovate, or replace four (4) residential dwellings on the Property within four (4) of the eight (8) 5.1-acre reserved building site areas provided that no individual dwelling shall exceed 10,000 square feet of heated living area nor be greater than two (2) stories above ground in height, 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 or driveway to serve each of the existing Structures shall be reviewed and approved by Grantee. The location and dimension of each road and driveway must not, in Grantee's reasonable judgment, result in any material adverse effect on any of the Conservation Purposes of this Easement or the Conservation Values of the Property;

(ii) The location of any new road 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, before Grantee's approval is granted;

(iii) Grantor, and not Grantee, shall bear all responsibility for obtaining permits or other approval of any state, county, or municipal government for the location and construction of any Homestead Area, dwelling, utility facility, road, driveway, or other Structure the location of which is to be reviewed by Grantee under this Section 4;

(iv) The description of each utility easement area and any new road or driveway as reviewed and as built and approved by Grantee shall be set forth in a written addendum to Baseline Document Report to this Easement signed by duly authorized officers of Grantee and by Grantor; and

(v) 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 of surveying required herein shall be paid by Grantor. Grantee may require a deposit of its estimated expenses before granting any approval or reviewing any surveys or other submissions by Grantor;

(b) The Property is currently divided by a Tennessee Valley Authority Transmission Line Easement, of record in the Register of Deeds Office for Overton County, Tennessee ("TVA Easement"). The location of the TVA Easement, as well as the reserved building sites, is shown on the drawing attached hereto as **Exhibit C**, on which the TVA Easement location is identified as "Division Line." Four (4) of the reserved building sites are east of the TVA Easement, and four of the reserved building sites are west of the TVA Easement. Two (2)

dwellings may be built on the east side of the TVA Easement, and two (2) may be built on the west side of the TVA Easement. At such time as construction is commenced on the second dwelling on either side of the TVA Easement, the remaining two reserved building sites on that same side of the TVA Easement shall extinguish, and shall be treated, for all purposes, as if they had never been identified. The building sites are designated on a building site drawing attached hereto as **Exhibit C**. A full-size copy of the drawing is a part of the Baseline Documentation kept at the offices of Grantee.

4.6 Agricultural Structure. The right to construct, remodel, renovate, or replace four (4) agricultural structures, such as a barn or shed, subject to the express, written approval of Grantee. One such agricultural structure may be associated with each dwelling described in Section 4.5 of this Easement;

4.7 Utilities. The right to provide utilities to the residential dwellings described herein and any other permitted structures, but only through underground lines;

4.8 Additional Agricultural Use. Any low-impact agricultural use shall be allowed on the Property without prior notification to 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;

4.9 Forest Management and Commercial Forestry. Grantor retains the right to conduct forest management and commercial forestry by tried and proven forestry methods designed to allow for a sustained yield of forest products. Forest management and commercial forestry activities must be conducted in accordance with:

(i) a written Forest Management Plan ("Plan"),

(ii) the Tennessee Division of Forestry Best Management Practices Guidelines, 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

(iii) other applicable county, state, and federal forestry laws and regulations as they may apply to Grantor's specific timber management activities.

(a) **Forest Management Plan.** Prior to commencement of harvesting or other forest management activities, the Plan is required. The Plan must be consistent with the terms of the Conservation Easement. The requirements of the Plan include those listed in subparagraphs i-iii below.

(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 faculty member of such school, or (d) such other qualified person approved in advance and in writing by Grantor and Grantee. Said Plan shall have been prepared and/or reviewed not more than 3 years prior to the date any commercial forestry activity is expected to commence, 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) **Grantee Review.** The Plan shall be provided to Grantee prior to conducting any such Commercial Forestry harvesting activities on the Property. Grantee may review the Plan for consistency with the purposes and terms of this Conservation Easement, but Grantor is not required to obtain Grantee's approval of the Plan. If Grantee determines that any portion of the Plan is inconsistent with the terms of this Conservation Easement or that resulting forest management activities could result in a violation of this Conservation Easement, Grantee will provide written comments to the Grantor identifying and explaining such inconsistencies that may result in a violation of this Conservation Easement; but Grantee shall have no obligation to make such evaluation, and it is acknowledged that the actual activities and outcomes on the Property will determine compliance with this Conservation Easement. Neither Grantee's right to provide comments, nor its actual comments, shall constitute a waiver of the terms of this Conservation Easement.

(iii) **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;
- Unique plant or animal communities and any ecologically sensitive and/or important areas;
- Known archaeological, cultural, or historic sites;
- Surface waters, including springs, streams, seeps, ponds, and wetlands; and
- Existing man-made improvements and features (such as roads, buildings, fences);

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

(d) Other forest management practices, activities, and schedules.

(b) Forest Roads. Grantor retains the right to maintain, repair, and replace existing forest management roads and associated bridges and culverts, together with the right to construct new forest management roads and associated improvements, provided that said roads and associated improvements fulfill the following requirements: (a) additional roads or road improvements are necessary to provide reasonable forest management access to the Property, and (b) such construction is in compliance with then currently available Tennessee Best Management Practices Guidelines in existence as of the date of this Easement.

(c) Notice of Harvest and Contractor Requirements. The following conditions apply to the commercial forestry rights reserved by Grantor:

(i) Grantor shall provide Grantee with a written notice of harvest ("Harvest Notice") at least thirty (30) business days prior to commencement of Commercial Forestry harvesting activities;

(ii) The Harvest Notice shall include the name of the forester supervising the harvest and the logger(s), and shall include a general description of the scope of harvest activity (size and location of area to be logged (including maps); prescribed silvicultural treatments which may be employed; and major access routes including haul roads, landings, and stream crossings);

(iii) Timber harvesting shall be conducted within the constraints of the Plan under a written contract with a logger, which

contract must include a non-refundable performance bond, and shall be expressly subject to the terms of this Conservation Easement; and

(iv) upon completion of said harvesting activities, including any restoration work required by applicable law, Grantor shall provide a timely notice of completion to Grantee.

Notwithstanding any other provision of this Easement, Grantor's failure to provide Grantee with a Harvest Notice shall not be deemed a default by Grantor under this Conservation Easement.

Notwithstanding any other provision of this Easement, there shall be no timber cutting or harvesting in any area identified by Grantee, either at the time of the conveyance of this Easement, or any time in the future, as a Sensitive Natural Area. 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, without designation by Grantee, any area within 200 feet of any ephemeral wetlands, creeks, streams, and blue-line streams.

(d) **Non-Commercial Timber Harvest.** Notwithstanding any provision in this Grant to the contrary, Grantor retains the right, without seeking the Grantee's prior review, to remove damaged, diseased, or dead trees, to remove trees in connection with the construction activities permitted under Section 4, to remove trees in connection with the agricultural activities permitted herein, to remove trees that present a hazard to persons or property or to remove trees for the cutting of firewood, posts, and poles for farm uses;

4.10 Chemical Agents. The right to cut down, remove, or use chemical agents in the control of non-indigenous plant species and invasive plant species (whether indigenous or non-indigenous) and otherwise hazardous plants and to use governmentally-approved chemical agents for the control of plants and insects with regard to residential lawn and landscaping, provided such actions shall be consistent with and in compliance with all applicable federal, state, and local laws and manufacturer's guidelines. Any such herbicides or pesticides shall be the least toxic necessary to accomplish the task at hand. Notwithstanding the immediately preceding sentence, in the event the use of any chemical agent shall have an effect on the Conservation Values of the Property or the Conservation Purposes of this Easement, such use shall be prohibited;

4.11 Signs. The right to display small, relatively unobtrusive signs showing the location and address of the Property and its facilities and signs indicating that the Property is available for transfer, for purposes of public

access, if applicable, or as may be useful to support permitted educational and recreational activities;

4.12 Public Access. The right to allow public access with permission for low impact nature related activities such as hiking, nature study, picnicking, and non-motorized boating;

4.13 Ponds and Creek Banks. The right to maintain the existing ponds on the property in their current condition or as may be modified consistent with recommendations from any state or federal agencies. The right, with prior approval by Grantee, to construct and maintain one or more additional ponds as may be determined appropriate for horses or livestock 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 in compliance with all local, state, and federal water quality and other laws, rules, and regulations;

4.14 Pasture and Fencing. The right, subject to Grantee's express, written approval, to modify the current fencing and cross-fencing as may be appropriate for the purpose of maintaining horses and/or other livestock, provided any such fencing or cross-fencing does not adversely affect the Conservation Values of the Property or the Conservation Purposes of this Easement;

4.15 Feed Plots. The right to establish one or more feed plots on the Property pursuant to a wildlife management plan devised in conjunction with the Tennessee Wildlife Resources 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;

4.16 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 or adversely affect the Conservation Purposes of this Easement.

In connection with any reserved right of Grantor to install and maintain roads and/or driveways for vehicular access to the areas of the Property on which the existing and additional structures and related ancillary improvements are and may be constructed, with such roadways 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 and/or driveways shall be located, to the extent possible, in the path of forestry roads existing on the date of this Easement; (ii) the width of the area cleared for such roadways and/or driveways shall not

exceed that which is necessary for two lanes of vehicular traffic and the installation of underground utilities; (iii) such roadways and/or driveways shall be otherwise installed in a manner to avoid unnecessary tree removal and land disturbance; (iv) if such roadways 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 control erosion, and shall be of design and location approved, in advance, by the Grantee, such approval not to be unreasonably withheld or delayed; and (v) Grantee has approved the proposed roadways and/or driveways and access to the adjacent lands based upon the foregoing requirements. Notwithstanding any other provision of this Section 4, the activities enumerated herein shall be prohibited to the extent any such activity or activities adversely affect the Conservation Values of the Property or the Conservation Purposes of this Easement.

No assurance is given that any of the above reserved rights may be exercised in such manner as Grantor might propose without having an adverse effect on the Conservation Purposes of this Easement, the Conservation Values, or other significant ecological values of the Property. The procedure set forth herein is established for the purpose of making that determination. The reserved rights in this Easement may not be exercised unless and until Grantee is satisfied that the exercise of the reserved right in the manner proposed by Grantor, can be undertaken without an adverse effect on the Conservation Purposes of this Easement, the Conservation Values of the Property, or other significant ecological values of the Property. Grantor hereby waives, for Grantor and Grantor's successors and assigns, to the fullest extent allowed by law, any and all right to seek or recover damages from Grantee in any litigation or other legal action arising from a dispute over Grantee's exercise of its rights, obligations, or interpretations under this Section 4 or any other Section of this Easement and 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 Grantee in this Easement conform to the requirements of 26 Code of Federal Regulations Section 1.170A-14, and any rights so reserved by Grantor shall be limited to the extent such rights do not conform with 26 C.F.R. Section 1.170A-14. Grantor may not exercise any of its rights reserved under this Easement in such a manner to adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement. Notwithstanding anything herein to the contrary, Grantor shall notify Grantee, in writing, before exercising any of Grantor's reserved rights under Section 4 of this Easement which may have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement. If Grantee determines, in its reasonable discretion, that any 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 by Grantor as further provided in Section 5.2.

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 certain permitted activities, as described in Section 4, if any, is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the purpose of this Easement. Whenever notice is required pursuant to 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. 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 purpose of this Easement.

5.2 Grantee's Approval. When Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement or would be inconsistent with the restrictions set forth in this Easement.

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 agreed upon by Grantor and Grantee.

6.2 Injunctive Relief. If Grantor fails to cure the violation within sixty (60) days after receipt of notice thereof from Grantee or, under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, if Grantor fails to begin curing such violation within the sixty (60) day period, or if Grantor fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary restraining order, temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury. The parties agree that any bond to be posted by Grantee in pursuit of such a remedy shall be no more than One Hundred Dollars ($100).

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 violation or (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 equity to enforce the

conservation restrictions, including but not limited to, the right to cause such violation to be cured, and if a court of competent jurisdiction determines that a violation has occurred hereunder, the then-current owner shall reimburse Grantee, as applicable, for all reasonable expenses incurred, including legal fees, whether in or out of court, and the cost of legal proceedings brought to cure the violation or to collect such reimbursement. In addition, if Grantor violates this Easement in such a manner as to cause damage to, extract, or remove any trees, mineral resources, pond, wetland, stream, or other natural resource protected by this Easement, including 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 at law. The value of the protected natural resource shall be established as the greater of (i) the market value of the resource or (ii) the cost of immediate restoration of the Property and all resources to their condition prior to the violation. If such immediate restoration is not reasonably possible then the market value of the resource shall be the amount of damages. If the resource does not have readily determinable market value then the amount of damages shall be the amount which a court having jurisdiction may determine, taking into account the importance of the resource to the fulfillment of the Conservation Purposes.

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, Grantee may pursue its remedies under this Section 6 without prior notice to Grantor or without waiting for the cure-period to expire.

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 or in equity.

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, 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, or expenses brought in the course of an enforcement action unless it is conclusively determined that Grantee acted maliciously

in bringing such enforcement action, in which case Grantee shall be liable to Grantor for Grantor's costs, fees, and expenses, including reasonable attorney fees.

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 upon 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 action upon the Property that constitutes a violation of any of the covenants or restrictions of this Easement, whether such person or entity enters upon the Property as a tenant, guest, or invitee of Grantor, by an act of trespass, or by any claim of right, and Grantor shall cooperate with Grantee by joining in any action or proceeding commenced by Grantee for such purpose.

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

6.12 Natural Events Not a Violation. Notwithstanding anything herein to the contrary, Grantee shall not bring any action seeking to enforce the provisions of this Easement against Grantor, nor shall this Easement be considered to have been violated

by Grantor, as a result of any damage to the Property that would be considered a violation of this Easement if such damage was the result of a natural event such as an earthquake, flood, wind, lightning, or other storm event, including those events commonly referred to as "acts of God," nor as a result of any emergency measures reasonably taken by Grantor to abate or mitigate significant injury to the Property as a result of any such natural event.

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

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

8.1 **Costs, Legal Requirements, and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of policies of adequate liability insurance coverage, and Grantor shall cause Grantee to be named as an additional named insured on all such policies. 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.

8.2 **Taxes.** Each owner of any portion of the 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 fifteen (15) days of written request for same. 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 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 was fee simple owner of the Property.

8.3 **Availability or Amount of Tax Benefits.** Grantee makes no warranty, representation, or other assurance regarding the availability, amount, or effect of any deduction, credit, or other benefit to Grantor or any other person or entity under United States or any state, local, or other tax law to be derived from the donation of this Easement or other transaction associated with the donation of this Easement. This donation is not conditioned upon the availability or amount of any such deduction, credit, or other benefit. Grantee makes no warranty, representation, or other assurance regarding the value of this Easement or of the Property. As to all of the foregoing,

Grantor is relying upon Grantor's own legal counsel, accountant, financial advisor, appraiser, or other consultant and not upon Grantee or any legal counsel, accountant, financial advisor, appraiser, or other consultant of Grantee. In the event of any audit or other inquiry of a governmental authority into the effect of this donation upon the taxation or financial affairs involving Grantor or Grantor's successors or assigns or other similar matter then Grantee shall be reimbursed and indemnified for any cost or expense of any kind or nature whatsoever, including attorney fees, incurred by Grantee in responding or replying thereto.

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

(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 includes, among other things:

- Owner Acknowledgment of Condition.
- Purpose and Summary of Easement Conditions.
- Naturalist's Report on the Property.

- Environmental Conditions Map 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 is an accurate representation of the condition of the Property.

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

8.6 Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and Tennessee Code Annotated Section 68-212-101 et seq.

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

8.8 Indemnification. Grantor covenants and agrees to indemnify, defend, reimburse, and hold Grantee, its directors, officers, and employees harmless from, for, and against any Loss (hereinafter defined) to the extent such Loss arose from an Indemnified Cause (hereinafter defined). A "Loss" shall mean any loss, cost, liability, penalty, fine, or damage of any kind or nature whatsoever which Grantee or any of its directors, officers, contractors, agents, 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, upon or involving the Property, by Grantor or anyone acting by, for, through, or under the direction of Grantor, including but not limited to any tenant, contractor, agent, licensee,

or invitee of Grantor; any breach of covenants and restrictions in this Easement by Grantor or anyone acting by, for, through, or under the direction of Grantor, including but not limited to any tenant, contractor, agent, licensee, or invitee of Grantor; any tax or assessment upon the Property or upon this Easement or the rights it represents or that it grants to Grantee; any death or injury to any person occurring on or about the Property; any lien or attempts to enforce a lien asserted against the Property; the costs of performing any work on the Property; any loss or damage to any property on or about the Property; any dispute involving Grantor and Grantee regarding the interpretation or enforcement of this Easement as to which the interpretation or enforcement of Grantee is upheld; or any lawsuit (even if initiated by Grantor or Grantee) or governmental administrative or law enforcement action which is commenced or threatened against Grantee or any of its directors, officers, agents, or employees or to which any of the foregoing are made a party or called as a witness; but "Indemnified Cause" shall not include any cause which results from Grantee's own acts which are finally determined by a court to have been the result of bad faith, 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 which arises entirely and solely from events which occurred after such person is no longer the legal or equitable owner of the Property or any part thereof and is no longer in possession of the Property or any part thereof (it being understood that all subsequent owners of the Property shall have such indemnification, defense, reimbursement, and hold harmless obligations).

9. Extinguishment and Condemnation.

9.1 Extinguishment. If circumstances arise in the future that render the purpose of the Easement impossible to accomplish, the Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined in accordance with Section 9.2 or 26 C.F.R. Section 1.170A-14, if different.

9.2 Valuation. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Section 9.1, the parties stipulate to have a fair market value determined by multiplying (a) the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by (b) a fraction, the numerator of which is the value of the Easement at the time of the grant and the denominator of which is the value of the Property without deduction of the value of the Easement at the time of this grant. (The values at the time of this grant are or shall be those values used for this grant, pursuant to Section 170(h) of the Internal Revenue Code. For the purposes of this Section, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.) It is intended that this Section 9.2 be interpreted to adhere to and be consistent with 26 C.F.R. Section 1.170A-14(g)(6)(ii).

9.3 Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying the balance by the ratio set forth in Section 9.2.

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

10. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement, provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including the Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301, Section 170(h) of the Internal Revenue Code, or 26 C.F.R. Section 1.170A- 14, and any amendment shall be consistent with the purpose of this Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the Register of Deeds Office for Overton County, Tennessee.

11. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the 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, 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 grant 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.

12. Successor Grantee. If, at any time, Grantee shall be unwilling or unable to continue as grantee hereunder, including, but not limited to, if Grantee ceases to exist or to be a qualified organization under Section 170(h) of the 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, then Grantor and Grantee shall mutually agree upon a qualified successor Grantee, and if Grantor and Grantee cannot agree upon a qualified successor Grantee, the rights and obligations under this Easement shall vest in such organization

as a court of competent jurisdiction shall direct pursuant to applicable Tennessee law and consistent with the requirements for an assignment pursuant to Section 11.

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

14. Estoppel Certificates. Upon request by Grantor, Grantee shall, within twenty (20) days, execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to 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 expense, and so deliver such certification document within a reasonable period of time following Grantee's receipt of Grantor's written request therefor.

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

To Grantor: Millard V. Oakley
P.O. Box 520
Livingston, Tennessee 38570

To Grantee: FOOTHILLS LAND CONSERVANCY
373 Ellis Avenue
Maryville, Tennessee 37804
Attn: Executive Director

or to such other address as either party from time to time shall designate by written notice to the other as may be designated, in writing, by any successor-in-interest to

Grantor. Notice shall be effective, whether received or not, on that date which is three (3) business days following the date of mailing, which must be evidenced by obtaining a mailing receipt obtained from the United States Postal Service at the time of mailing.

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

17. General Provisions:

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

17.2 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 (the "Tennessee Act"), and to qualify as a qualified conservation contribution under 26 C.F.R. Section 1.170A-14 (the "U.S. Act"). The Tennessee Act and the U.S. Act are sometimes referred to herein collectively as the "Act." If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. This Easement is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter.

17.3 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.

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

17.5 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, Grantor and

Grantee agree that the sole remedy on the part of Grantor shall be reimbursement of actual direct out-of-pocket expenses (including attorney fees) reasonably incurred by Grantor as a result of such breach 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 (including attorney fees).

17.6 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 the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 10.

17.7 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

17.8 Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running 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 heirs, successors, and assigns, and the above named Grantee and its successors and assigns.

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

17.10 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 upon construction or interpretation.

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

17.12 Merger. In the event Grantee holds title to the underlying fee interest in the Property, no merger of the fee and the Easement shall take place, it being the specific intent of the parties hereto that, notwithstanding the operation of Tennessee law, the Easement remain an encumbrance on the Property regardless of the commonality of ownership of the fee and the Easement.

17.13 Changes in the Law. Because this 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.

17.14 Recitals Incorporated. The Recitals set forth above are incorporated in, and form a part of, this Easement.

17.15 Spouse Joining In. Janette Oakley joins in the conveyance of this Easement for the purpose of conveying her marital interest in the property conveyed, if any.

17.16 Contemporaneous Written Acknowledgment. By Grantee's signature below, this Section 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 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 this 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.

GRANTOR:

Millard V. Oakley

J. Annette Oakley

GRANTEE:

FOOTHILLS LAND CONSERVANCY

By: William C. Clabough Sr.
William C. Clabough, Sr.

Its: Executive Director
Executive Director

STATE OF TENNESSEE

COUNTY OF Overton

Personally appeared before me, the undersigned, a notary public of the said State and County, **Millard V. Oakley** and wife, **J. Annette Oakley**, the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who swore to and acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand at office this 19 day of December, 2011.

Notary Public

My commission expires: 2/8/2014

KENNETH M. CHADWELL
STATE OF TENNESSEE NOTARY PUBLIC
CUMBERLAND COUNTY

STATE OF TENNESSEE
COUNTY OF Overton

Before me, the undersigned, a notary public of the state and county aforesaid, personally appeared **William Clabough**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be the Executive Director of Foothills Land Conservancy, a Tennessee non-profit corporation, 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 19 day of December, 2011.

Notary Public

My Commission Expires: 2/8/2014

KENNETH M. CHADWELL
STATE OF TENNESSEE NOTARY PUBLIC
CUMBERLAND COUNTY

EXHIBIT A
Property Description

A certain tract or parcel of land lying and being in the Second and Third Civil Districts of Overton County, Tennessee, being more particularly described as follows:

BEGINNING at a right-of-way marker in the Eastern margin of State Route 136 and the Northern margin of the Crawford Chapel Road; thence with the right-of-way of State Route 136 the following calls: North 19 degrees 10' 18" East 67' to a right-of-way marker; North 21 degrees 27' 04" East 293.30' to a right-of-way marker; North 28 degrees 56' 36" East 206.89' to a right-of-way marker; North 29 degrees 30' 14" East 302.08' to a right-of-way marker; North 31 degrees 38' 01" East 428.10' to a right-of-way marker; thence leaving said right-of-way and with the line of Roger Smith the following calls: North 35 degrees 29' 02" East 43.10' to a wood fence post (old); North 61 degrees 37' 46" East 197.36' to an iron rod (old); South 56 degrees 47' 51" East 313.33' to an iron rod (old); South 88 degrees 53' 22" East 257.23' to an iron rod (old); South 48 degrees 57' 49" East 270.54' to an iron rod (old); thence continuing with Smith down the branch North 12 degrees 54' 22" West 345.81' to an 18" buckeye; thence North 41 degrees 26' 08" West 131.22' to a 4" sycamore on the bank of Roaring River; thence along the bank of Roaring River the following calls: North 53 degrees 40' 27" East 335.03' to an 18" sycamore; North 52 degrees 32' 54" East 161.87' to an 18" sycamore; North 61 degrees 40' 21" East 208.03' to a 10" elm; North 70 degrees 31' 58" East 261.72' to a 10" sycamore; South 89 degrees 00' 50" East 189.74' to a 20" sycamore; South 74 degrees 09' 37" East 140.29' to an 8" elm; South 65 degrees 48' 08" East 264.49' to an 8" elm; South 64 degrees 37' 57" East 347.08' to a 12" elm; South 78 degrees 47' 12" East 173.09' to a nail in the side of the bluff; North 68 degrees 39' 39" East 257.96' to a 5" poplar; North 34 degrees 22' 49" 164.79' East to a 16" sycamore; North 24 degrees 41' 29" East 236.17' to an 8" maple; North 8 degrees 29' 29" East 93.23' to an 8" sycamore; North 20 degrees 34' 25" East 102.65' to a 6" sycamore; North 33 degrees 15' 09" East 94.43' to a 6" ash; North 46 degrees 36' 17" East 75.59' to a 6" elm; North 51 degrees 01' 52" East 51.44' to a 4" elm; South 76 degrees 14' 13" East 58.34' to an 8" sycamore; South 51 degrees 45' 22" East 80.97' to a 3" elm; South 31 degrees 31' 53" East 154.09' to a 6" elm; South 25 degrees 59' 47" East 109.29' to a 20" sycamore; South 12 degrees 30' 34" 252.68' East to a 5" elm; South 34 degrees 27' 12" East 198.48' to a 6" maple; South 72 degrees 13' 23" East 93.41' to a 16" ash; North 78 degrees 47' 36" East 199.69' to a 10" elm; North 65 degrees 15' 06" East 114.23' to a 12" elm; North 61 degrees 25' 44" East 108.94' to a 6" sycamore; North 59 degrees 28' 35" East 160.49' to an 8" maple; North 64 degrees 29' 36" East 185.95' to a 20" gum; North 71 degrees 24' 56" East 149.29' to an 8" ash; North 79 degrees 27' 14" East 184.41' to an 8" gum; North 80 degrees 53' 13" East 130.01' to a 12" sycamore; South 81 degrees 38' 59" East 89.80' to a 6" sycamore; South 35 degrees 48' 20" East 65.86' to an 18" sycamore; South 18 degrees 04' 42" East 59.13' to a 12" sycamore; South 0 degrees 13' 16" West 116.43' to a 10" elm; South 10 degrees 25' 20" West 122.58' to a 16" elm.; South 33 degrees 03' 13" West 55.44 to an 8" ash; South 50 degrees 21' 45" West 79.45' to a 10' ash; South 60 degrees 04' 45" West 137.19' to a 6" maple; South 60 degrees 04' 20" West 203.17' to a 10"

sycamore; South 64 degrees 49' 58" West 111.05' to a 10" elm; South 61 degrees 09' 03" West 240.77' to an 8" elm; South 56 degrees 42' 05" West 172.43' to an. 8" ash; South 54 degrees 54' 26" West 159.39' to an 18" elm; South 57 degrees 36' 39" West 172.09' to a 10" sycamore; South 44 degrees 17' 00" West 180.16' to a 10" ash; South 35 degrees 36' 39" West 172.09' to a 10" sycamore; South 44 degrees 17' 00" West 180.16' to a 10" ash; South 35 degrees 28' 15" West 172.62' to an 8" ash; South 30 degrees 16' 37" West 144.57' to an 8" ash; South 21 degrees 52' 27" West 118.29' to a 6" sycamore; South 18 degrees 48' 19" West 66.46' to a 7" poplar; South 7 degrees 48' 31" West 97.46' to an 8" elm; South 11 degrees 27' 35" West 53.64' to a 12" elm; South 6 degrees 53' 56" West 57.22' to an 8" poplar; South 0 degrees 53' 58" East 112.30' to an 8" elm; South 1 degrees 36' 07" East 225.00' to a 4" elm; South 19 degrees 07' 15" East 124.31' to a 4" elm; South 8 degrees 12' 17" East 53.30' to a 4" elm; South 23 degrees 15' 12" East 120.40' to a 5" elm; South 48 degrees 34' 53" East 133.16' to an 8" elm; South 59 degrees 54' 09" East 117.71' to a 6" elm; South 68 degrees 21' 52" East 87.65' to a 6" linn; South 79 degrees 25' 06" East 92.92' to an 8" ash; South 86 degrees 44' 25" East 92.83' to a 4" dogwood; North 83 degrees 31'36" East 98.76' to a 6" ash; North 86 degrees 09' 30" East 108.08' to a 14" sycamore; North 80 degrees 03' 00" East 169.65' to a 6" persimmon; North 72 degrees 48' 48" East 126.52' to an 18" beech; North 70 degrees 14' 37" East 140.01' to a 12" ash; North 69 degrees 53' 11" East 227.96' to a 12" ash; North 69 degrees 13' 23" East 189.40' to an 8" ash; North 64 degrees 55' 57" East 144.26' to an 8" elm; North 55 degrees 49' 50" East 163.34' to an 8" ash; North 15 degrees 14' 00" East 62.50' to an 18" walnut; North 8 degrees 50' 04" West 68.30' to a 5" ash; North 10 degrees 01' 17" West 89.95' to a 12" ash; North 23 degrees 12' 21" West 136.96' to a 7" ironwood; North 18 degrees 18' 23" West 87.43' to a 10" poplar; North 19 degrees 40' 19" West 170.57' to a 12" ash; North 14 degrees 09' 30" West 126.16' to a 5" ash; North 13 degrees 09' 31" West 149.17' to a 6" ironwood; North 6 degrees 10' 54" West 86.60' to a 12" poplar; North 2 degrees 22' 53" East 66.07' to a 6" ash; North 12 degrees 26' 16" East 96.54' to a 4" ash; North 20 degrees 35' 34" East 84.99' to a 10" ash; North 32 degrees 21' 02" East 211.96' to a 6" ironwood; North 42 degrees 43' 49" East 91.76' to a 20" sycamore; North 55 degrees 22' 56" East 104.63' to a 6" ironwood; North 76 degrees 14' 13" East 71.32' to a 12" ash; South 56 degrees 56' 03" East 52.68' to a 12" ironwood; South 44 degrees 30' 41" East 83.37' to a 24" sycamore; South 26 degrees 56' 45" East 171.40' to a 12" poplar; South 25 degrees 47' 15" East 195.84' to an 18" sycamore; South 29 degrees 50' 31" East 156.59' to a triple buckeye; South 34 degrees 16' 23" East 129.76' to a 20" ash; South 29 degrees 56' 40" East 314.63' to a 6" ironwood; South 31 degrees 57' 30" East 189.49' to an 8" buckeye; South 26 degrees 56' 16" East 173.15' to a 4" maple; South 9 degrees 58' 35" East 95.28' to a 6" ash; South 4 degrees 13' 06" East 82.38' to a 20" sycamore; South 3 degrees 48' 02" West 211.47' to a 10" sycamore; South 5 degrees 49' 45" West 160.56' to a 6" maple; South 14 degrees 51' 16" East 110.96' to an 18" gum; South 18 degrees 05' 15" East 228.63' to an 8" white oak; South 42 degrees 36' 32" East 140.21' to a 30" sycamore; South 57 degrees 15' 10" East 170.24' to a 16" sycamore; South 61 degrees 20' 15" East 255.38' to a 12" ash; South 33 degrees 38' 19" East 37.28' to a 4" maple; thence leaving the bank of Roaring River and with the line of George C. Wright et al the following calls: South 67 degrees 25' 56" West 84.36' to an 8" hickory; South 68 degrees 07' 29" West 88.17' to a 6" maple; South 62 degrees 24'

22" West 204.81' to a 10" white oak; South 64 degrees 38' 03" West 136.97' to a 20" white oak; thence continuing with Wright and a fence the following calls: South 64 degrees 26' 00" West 138.76' to a dogwood; South 64 degrees 39' 16" West 157.02' to a 4" maple; South 63 degrees 29' 08" West 130.21' to a wood fence post (old); South 58 degrees 59' 25" West 120.41' to a 6" cedar; South 61 degrees 56' 24" West 184.96' to an 8" pine; South 62 degrees 51' 10" West 135.09' to a 6" cedar; South 62 degrees 30' 52" West 263.89' to a 5" maple; South 62 degrees 30' 32" West 225.82' to a double hickory; South 62 degrees 33' 28" West 306.96' to a 24" hickory; South 84 degrees 18' 11" West 86.59' to an 8" oak; South 83 degrees 13' 26" West 132.42' to a 14" maple; South 83 degrees 20' 36" West 89.52' to a 16" oak; South 83 degrees 08' 46" West 108.82' to a 12" oak; South 85 degrees 08' 36" West 95.66' to a 12" maple; South 82 degrees 58' 23" West 169.54' to an 18" white oak; South 84 degrees 01' 52" West 98.20' to a 16" white oak; South 82 degrees 20' 47" West 205.56' to an 8" cherry; South 84 degrees 42' 20" West 93.29' to a 6" white oak; South 83 degrees 55' 09" West 224.62' to an 8" sassafras; South 83 degrees 38' 47" West 153.66' to an 8" sassafras; South 83 degrees 11' 28" West 140.32' to a 14" cherry; South 85 degrees 32' 01" West 139.00' to a 30" cherry; South 84 degrees 11' 53" West 101.97' to an iron rod (new) at the Northern margin of the Crawford Chapel Road; thence with the margin of the Crawford Chapel Road the following calls: North 59 degrees 32' 46" West 370.82' to an IR N (iron rod new); North 54 degrees 09' 44" West 55.84' to an IR N; North 44 degrees 52' 53" West 81.65' to an IR N; North 39 degrees 40' 46" West 535.46' to an IR N; North 40 degrees 43' 06" West 80.00' to an IR N; North 43 degrees 21' 01" West 77.05' to an IR N; North 44 degrees 28' 20" West 79.15' to an IR N; North 46 degrees 44' 42" West 76.69' to an IR N; North 48 degrees 38' 26" West 76.37' to an IR N; North 49 degrees 57' 20" West 78.48' to an IR N; North 53 degrees 23' 29" West 165.07' to an IR N; North 58 degrees 05' 03" West 154.04' to an IR N; North 60 degrees 57' 18" West 204.98' to an IR N; North 58 degrees 38' 29" West 125.04' to an IR N; North 54 degrees 41' 13" West 69.36' to an IR N; North 48 degrees 50' 00" West 88.67' to an IR N; North 44 degrees 22' 03" West 176.19' to an IR N; North 41 degrees 08' 18" West 182.13' to an IR N; North 38 degrees 21' 22" West 408.63' to an IR N; North 38 degrees 06' 05" West 56.71' to an IR N; North 51 degrees 28' 23" West 55.75' to an IR N; North 65 degrees 20' 44" West 87.88' to an IR N; North 77 degrees 16' 35" West 109.39' to an IR N; North 86 degrees 52' 13" West 125.46' to an IR N; South 83 degrees 57' 24" West 88.62' to an IR N; South 76 degrees 30' 09" West 79.67' to an IR N; South 70 degrees 15' 39" West 71.37' to an IR N; South 65 degrees 53' 02" West 51.40' to an IR N; South 59 degrees 04' 27" West 67.89' to an IR N; thence leaving the margin of the Crawford Chapel Road and with the Crawford Cemetery North 19 degrees 24' 01" West 31.98' to a metal fence post (old); thence with the Crawford Cemetery and a chain link fence South 87 degrees 09' 30" West 129.26' to a metal fence post (old); thence with the chain link fence and Crawford Cemetery South 84 degrees 12' 59" West 120.00' to a metal fence post (old); thence leaving the chain link fence, but still with Crawford Cemetery South 50 degrees 59' 03" West 59.77' to an iron rod (new) in the margin of the Crawford Chapel Road; thence with the margin of Crawford Chapel Road North 70 degrees 12' 55" West 132.22' to a right-of-way marker, said right-of-way marker also being the right-of-way of State Route 136; thence with the right-of-way North 36 degrees 39' 12" West 67.94' to an iron rod

(new); thence continuing with right-of-way North 63 degrees 52' 14" West 312.00' to a right-of-way marker, and being the point of BEGINNING, CONTAINING 403.34 Acres.

Included in the above description, but EXCLUDED from this conveyance is the Hook Cemetery which contains 0.35 Acres, which is shown on a plat along with ingress and egress by David A. Sells RLS 1795 and dated August 1 1, 1997.

There is also a TVA power line crossing this property.

The previous and last conveyances being Warranty Deed Book 260, Page 444 and Warranty Deed Book 262, Page 32, respectively, in the Register's Office of Overton County, Tennessee, to which reference is here had.

The Northern boundary of the land herein is Roaring River, the calls and distances herein above set forth being reference points along the bank of the River.

BEING the same property conveyed to the Grantor herein by deed of record in Warranty Deed Book 278, Page 698, in the Register of Deeds Office for Overton County, Tennessee.

THE PREPARER OF THIS INSTRUMENT MAKES NO REPRESENTATION REGARDING THE ACCURACY OF THE PROPERTY DESCRIPTION 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.

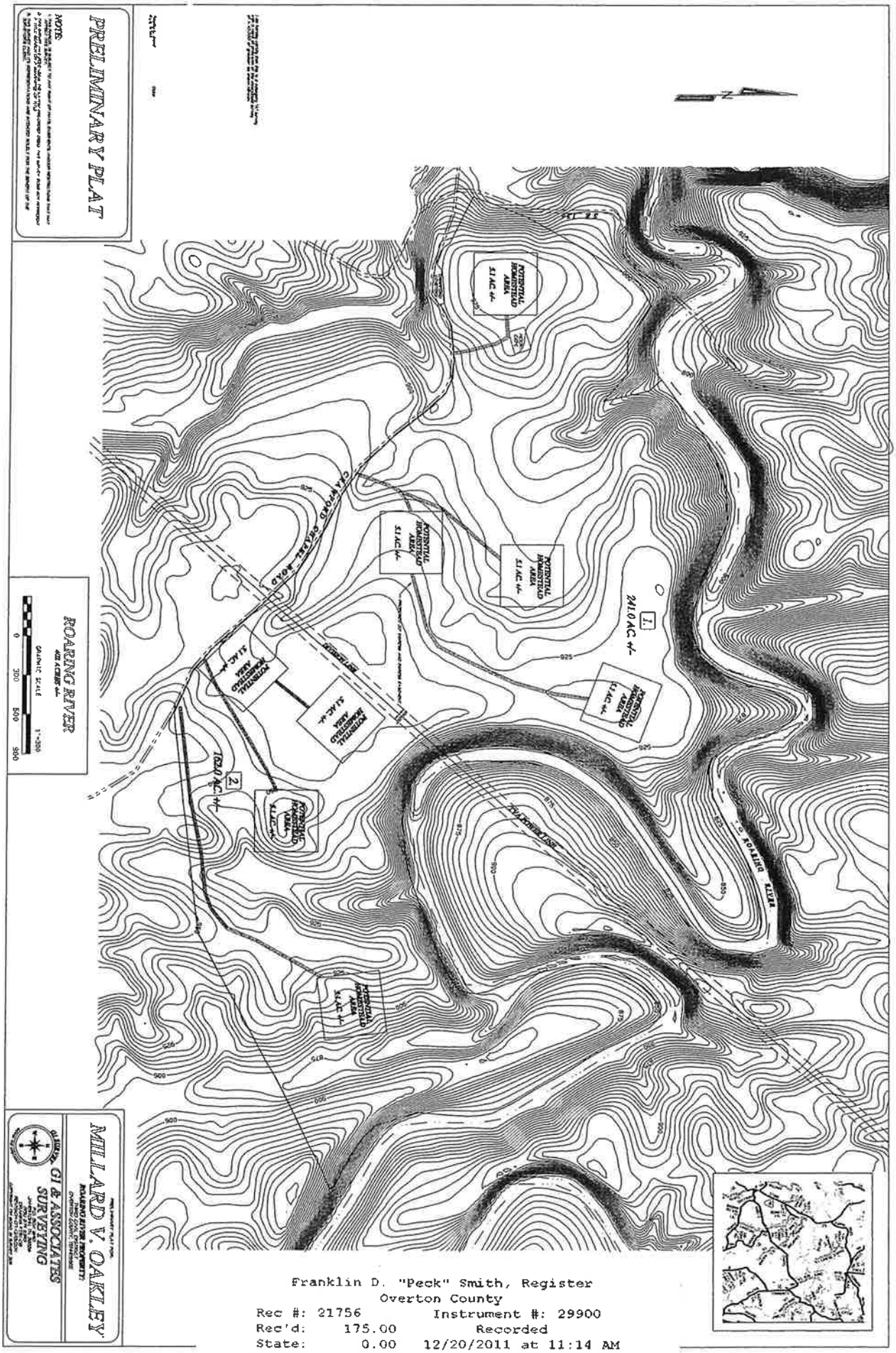
EXHIBIT B
BASELINE DOCUMENTATION

Below is the table of contents of the Baseline Documentation of this Easement and is incorporated herein by reference. A copy is on file in Grantee's offices.

BASELINE DOCUMENTATION OF CONSERVATION EASEMENT
ON PROPERTY OWNED BY GRANTOR:

- Owner Acknowledgement of Conditions
- Ownership Information
- Property Description
- Purpose and Summary of Easement Provisions
- Significance of the Property
- Tennessee Agricultural, Forestry and Open Space Resource Preservation Act
- Tennessee Conservation Easement Act of 1981
- Board of Director's Resolution
- Legal Condition (Conservation Easement
- Natural Features
  - Geology
  - Soils
  - Land Use Information
  - Man-made Features
  - Conservation Values
  - Flora and Fauna
  - Aerial photograph showing property boundaries
- Photographs of Current Site Conditions
  - Keys to Photographs
  - Photo point map on an aerial photograph of the property
  - Photographs
- Maps
  - State View
  - County View
  - USGS Quad. Map View
  - Soils Map and Legend
  - Prime Agricultural Soils Map and Legend
  - Sub-surface Geology
  - Land Use Map
  - Wetland Map
  - Trail Map
- Forest Management Plan
- Wildlife Management Plan
- Forest Stewardship Plan
- Surveyor's Map
- Directions to Property, with map
- Preparers' Qualifications

Exhibit C



Franklin D. "Peck" Smith, Register
Overton County

Rec #:	21756	Instrument #:	29900
Rec'd:	175.00	Recorded	
State:	0.00	12/20/2011 at 11:14 AM	
Clerk:	0.00	in Record Book	
EDP:	2.00	101	
Total:	177.00	Pgs 892-926	

FOOTHILLS
LAND CONSERVANCY
373 Ellis Avenue · Maryville, TN 37804
Phone: (865) 681-8326 · Fax: (865) 681-1436
www.foothillsland.org

Board of Directors
Charles F. Barnett
Ernie Blankenship
Terry Chervenak, Treas.
Jay Clark
Edward E. C. Clebsch
Bill Cobble
Dick Conley
Mark Jendrek, Sec.
Lewis Kearney
David Lewis
David W. Long
Billy Minser, VP
LeAnn Mynatt
Matt Smith
Mike Suttles
Bob Van Hook, Pres.
Bob Rusk
Donna Young

December 21, 2011

Millard & Annette Oakely
PO Box 520
Livingston, TN 38570

RE: Charitable Contribution

Dear Mr. & Mrs. Oakely:

Foothills Land Conservancy hereby acknowledges Millard & J. Annette Oakely's contribution of the Conservation Easement in favor of Foothills Land Conservancy, as recorded in Book 101, Pages 892-926 of the Register of Deeds Office for Overton County, Tennessee, recorded on December 20, 2011. We have enjoyed working with you on this important project and appreciate your support and interest in our conservation programs.

Foothills Land Conservancy warrants that no goods or services have been or will be provided to you by Foothills Land Conservancy in connection with this contribution. Please retain this information for your tax records.

Thank you again for your support.

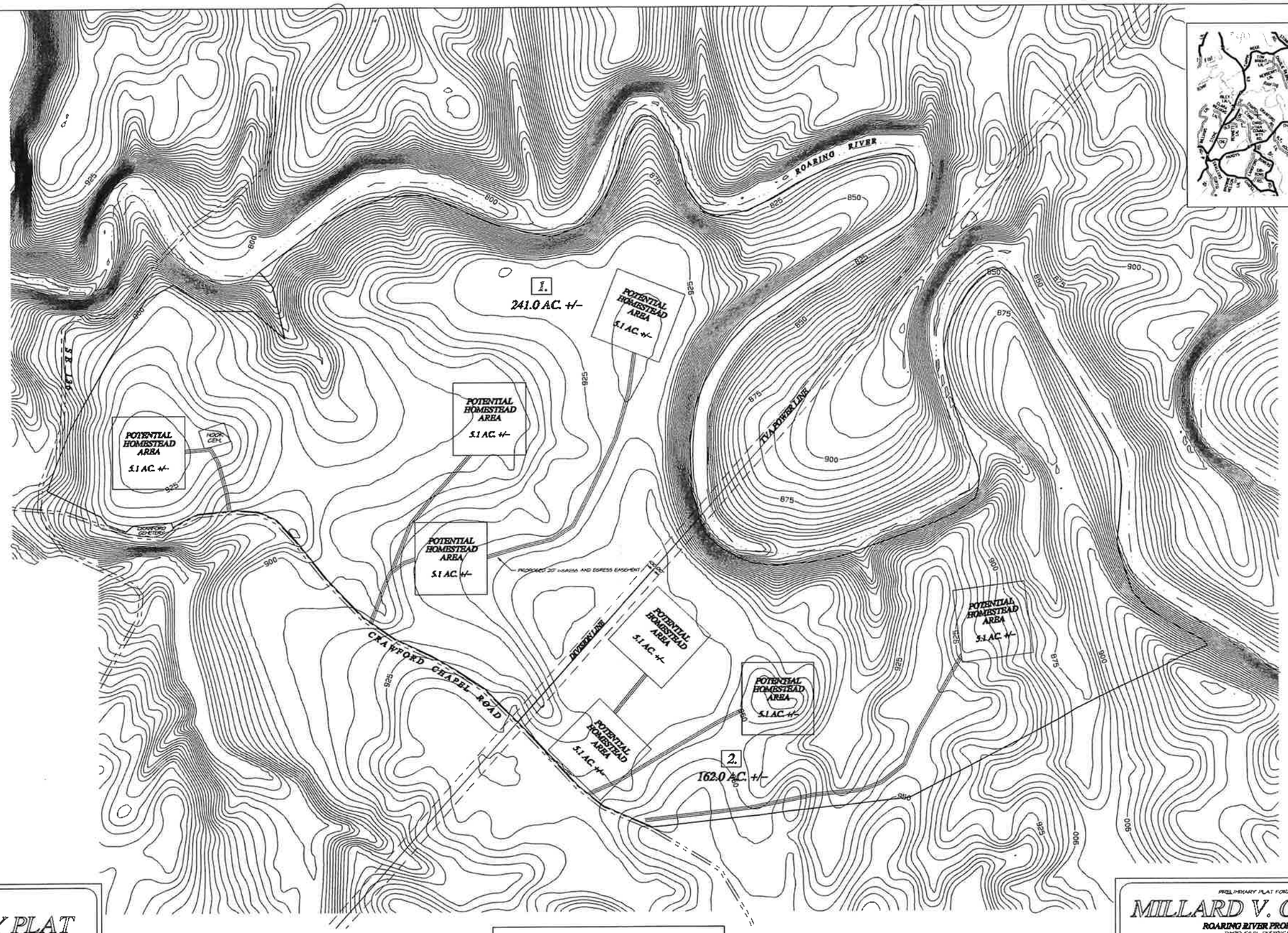
Sincerely,

FOOTHILLS LAND CONSERVANCY

By: _____
Bill Clabough, Executive Director

Dedicated to Promoting and Protecting The Rural Character of East Tennessee

Exhibit C



I do hereby certify that this is a category "A" survey, not a result of production of the unadjusted survey of 1:10,000 or greater as shown hereon.

Timothy L. Gaddd
R.L.S. #1749

Date

PRELIMINARY PLAT

NOTE:

1. THIS PARCEL IS SUBJECT TO ANY RIGHT OF WAYS, EASEMENTS AND/OR RESTRICTIONS THAT MAY AFFECT THIS SURVEY.
2. THIS SURVEY WAS DONE USING THE LATEST RECORDED DEED. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH OR A GUARANTEE OF TITLE.
3. THIS SURVEY AND ITS REPRESENTATIONS ARE INTENDED SOLELY FOR THE BENEFIT OF THE SURVEYOR'S CLIENT.

ROARING RIVER

402 ACRES +/-

GRAPHIC SCALE 1"=300'

0 300 600 900

PRELIMINARY PLAT FOR:

MILLARD V. OAKLEY

ROARING RIVER PROPERTY:

THIRD CIVIL DISTRICT
OVERTON COUNTY, TENNESSEE

G1 & ASSOCIATES SURVEYING
P.O. BOX 1040
JAMESTOWN, TN 38556
(931) 879-8963

DRAWING #T31-05
REVISION #1-12/3/2011

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