

**BEFORE THE TENNESSEE REGULATORY AUTHORITY AT
NASHVILLE, TENNESSEE**

IN RE:

**PETITION TO SHOW CAUSE WHY A CEASE AND
DESIST ORDER AND CIVIL PENALTIES &
SANCTIONS SHOULD NOT BE IMPOSED
AGAINST LAUREL HILLS CONDOMINIUM
PROPERTY OWNERS ASSOCIATION**

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DOCKET NO. 12-00077

WITHDRAWAL OF REQUEST FOR CLOSURE

Comes now the Tennessee Regulatory Authority (“TRA” or “Authority”) Staff Appointed as Party (“Party Staff”) by and through counsel and gives notice that the Request for Closure filed in this docket on February 29, 2016. When Party Staff filed the Request for Closure it was given information that indicated that Laurel Hills Condominium Property Owners Association (“Laurel Hills”) had met the terms of the Settlement Agreement approved by the Authority on September 25, 2015. Based upon information obtained since that time it appears that the terms of the Settlement Agreement have not been met. As such the Request for Closure is withdrawn. As evidence of the new information Party Staff would show as follows:

1. The Bill of Sale¹ for the water system does not conform to the requirements of the Settlement Agreement. The terms of the Bill of Sale particularly Attachment A are wholly inconsistent with the terms of the Settlement Agreement;
2. Party Staff has become aware that the irrevocable licenses have been encumbered by a conservation easement²;
3. Consumers have raised concerns that the conservation easement impairs their ability

¹ Exhibit 1

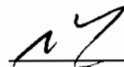
² Exhibit 2

to obtain safe and adequate water service³;

4. Party Staff has been informed by multiple individuals and organizations that the requirement that the owner of the easement for a 911 antenna on the water tower has failed to negotiate in good faith with Cumberland County's E-911 agency for the rights to place an E-911 communications antenna on the water tower. When combined with the language of the quitclaim deed for the water tower parcel that does not limit the antenna to be an E-911 antenna it appears that the easement owner is attempting a bait and switch;
5. Laurel Hills has placed or has allowed the emplacement of barricades and other obstacles that prevent access to the water tower parcel; and
6. Such other failures and/or obstructions to the Settlement Agreement as may be discovered during the course of the hearing.

WHEREFORE, Party Staff respectfully withdraws its request that the Authority close this Show Cause Proceeding.

Respectfully submitted,



Shiva K. Bozarth, BPR No.22685
Chief of Compliance
Tennessee Regulatory Authority
502 Deaderick Street, 4th Floor
Nashville, Tennessee 37243


³ Exhibit 3

CERTIFICATE OF SERVICE

I certify that I have served a copy of the forgoing document on the following persons by depositing a copy of same in the U.S. Mail, postage prepaid, addressed to them at the addresses shown below:

Ben Gastel, Esq.
Branstetter, Stranch, & Jennings
227 Second Avenue North
Fourth Floor
Nashville, Tennessee 37201

This the 13th day of April 2016.



Shiva K. Bozarth

EXHIBIT 1

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE is executed this 54th day of April, 2016, effective as of October 26, 2015 (the "Effective Date"), by **LAUREL HILLS CONDOMINIUM PROPERTY OWNERS ASSOCIATION**, a Tennessee non-profit corporation (hereinafter "**LAUREL HILLS**").

WHEREAS, LAUREL HILLS has been requested to issue this Assignment and Bill of Sale assigning and conveying whatever interest it may have in and to certain of its former water company assets to the **LAUREL HILLS WATER SYSTEM IN RECEIVERSHIP** (hereinafter "**LAUREL HILLS RECEIVERSHIP**").

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, **LAUREL HILLS** does hereby assign, remise, release and quit claim unto **LAUREL HILLS RECEIVERSHIP** forever, all of the right, title, interest, claim and demand which **LAUREL HILLS** has in and to the following personal property relating to the water system formerly operated by **LAUREL HILLS** on Renegade Mountain, Cumberland County, Tennessee, to-wit:

(SEE ATTACHED SCHEDULE "A")

TO HAVE AND TO HOLD the same together with all and singular, the appurtenances thereto belonging or in anywise appertaining, and all of the estate, right, title, interest, lien, equity and claim whatsoever of the said **LAUREL HILLS**.

IN WITNESS WHEREOF, this Assignment and Bill of Sale is executed by the undersigned on the day and year first written above.

WITNESSES:

Judith A. Sullivan

Print Name: Judith A. Sullivan BY:

Lois Antonucci

Print Name: Lois Antonucci

**LAUREL HILLS CONDOMINIUM
PROPERTY OWNERS ASSOCIATION**

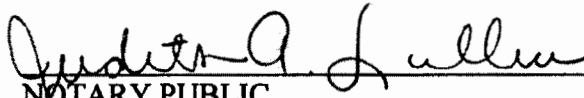
Michael McClung

**MICHAEL MCCLUNG, President of
LAUREL HILLS CONDOMINIUM
PROPERTY OWNERS ASSOCIATION,
a Tennessee non-profit association**

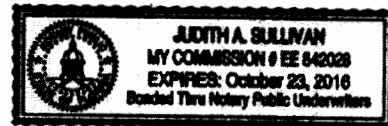
**STATE OF FLORIDA
COUNTY OF ST. LUCIE**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County foresaid to make acknowledgments, personally appeared **MICHAEL MCCLUNG, as President of LAUREL HILLS CONDOMINIUM PROPERTY OWNERS ASSOCIATION, a Tennessee non-profit association,** personally known to me or who produced _____ as identification, to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of April, 2016.



NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:



SCHEDULE "A"

LIST OF ASSETS TO BE CONVEYED TO THE RECEIVER

1. All water transmission lines;
2. All water service lines;
3. All water meters and valves;
4. The pumping station located on Mullinax Drive, Crab Orchard, Tennessee;
5. The water storage tank located next to the pumping station;
6. All other tangible assets used by Laurel Hills in connection with the Renegade Mountain Water System (currently in the possession of Laurel Hills Receivership);
7. All accounts receivable;
8. All rights under any contracts related to water service;
9. All service rights;
10. All other general intangible rights related to the provision of water service.

EXHIBIT 2

After recording please return to:
Landrum & Landrum
* 95 Stegall Drive
P. O. Box 400
Jasper, GA 30143

BK/PG: 1422/1806-2009

13015054

204 PGS : AL - EASEMENT	
ADRIA BATCH: 76784	
12/30/2013 - 08:57:37 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	1020.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	1022.00
STATE OF TENNESSEE, CUMBERLAND COUNTY	
JUDY GRAHAM SWALLOWS	
REGISTER OF DEEDS	

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (this "Easement") is granted this 27th day of December, 2013, by TERRA MOUNTAIN HOLDINGS, LLC, a Georgia limited liability company, having an address at 901 North Broad Street, Suite 140, Rome, Georgia 30161 ("Grantor"), to and for the benefit of the ATLANTIC COAST CONSERVANCY, INC., a nonprofit Georgia corporation having an address at 72 South Main Street, Jasper, Georgia 30143 ("the Conservancy") (with Grantor and the Conservancy sometimes begin referred to, individually, as a "Party" and, collectively, "the Parties").

mail to

RECITALS

WHEREAS, it is expressly understood that this Easement is being freely entered into, and that each Party has had an opportunity to have this instrument, and all associated documents, reviewed by an attorney of his, her, or its choosing; and

insisted on recording as is.
WHEREAS, it is expressly understood by the Parties that the donation of this Easement gives rise to a property right, immediately vested in the Conservancy, and that this Easement has a fair market value that is at least equal to the proportionate value that this Easement bears on the date hereof to the fair market value of the Property (as defined below) as a whole on the date hereof; and

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Cumberland County, State of Tennessee, located off Highway 70 East in Crab Orchard, Tennessee 37723. The Property is comprised of 2,273.37 acres of land constituting tax parcels #142 031.00, #142 031.02, and #177 012.00 in Cumberland County, Tennessee, as is more particularly described in Exhibit "A" herein; and

WHEREAS, this Easement covers and affects a surveyed portion of that Property that is comprised of 2,213.37 acres of land partially constituting tax parcels #142 031.00, #142 031.02, and #177 012.00 in Cumberland County, Tennessee, as is more particularly described in **Exhibit "B"** (the "Easement Area") herein; and

WHEREAS, the Easement Area in its present state has not been developed and possesses significant natural, aesthetic, watershed, wildlife, forest, agricultural, open space, and plant habitat features. The Easement Area has no dwellings, and is predominantly composed of mature oak/hickory forests with scenic views on steep to moderate Southwestern Appalachian subregion slopes of the Cumberland Plateau ecoregion leading to two freshwater ponds fed by four first-order freshwater streams (Fall Branch, Little Sandy Branch, Long Branch, and North Fork Basin Creek) and two second-order freshwater streams (Fall Creek and Sandy Creek), with associated riparian and wetland areas (collectively "Conservation Values") that are of great importance to the Conservancy, the people of Cumberland County, and the people of the State of Tennessee, and are worthy of preservation; and

WHEREAS, the Tennessee Heritage Conservation Trust Fund Act: A Preliminary Assessment of Need (December 2006) (the "Heritage Trust Assessment") was produced by the Tennessee Department of Environment and Conservation and the Tennessee Wildlife Resources Agency to provide guidance to the Tennessee Heritage Conservation Trust Board as it carries out the mandate set forth in T.C.A. §11-7-103 et seq. to assist the State of Tennessee in permanently conserving and preserving tracts of land for the purposes of promoting tourism and recreation; protecting, conserving and restoring the State's physical, cultural, archeological, historical and environmental resources; and preserving working landscapes. The Heritage Trust Assessment identified portions of the Easement Area and adjacent property with a score of "Very High Importance" for protection due to the biological richness of this area; and

WHEREAS, the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, meets the conservation purpose of Section 170(h)(4)(A)(ii) of the Code; and

WHEREAS, small stream and riparian habitats of Tennessee's Cumberland Plateau ecoregions are identified as high priority habitats in the Tennessee Comprehensive Wildlife Conservation Strategy (TNCWCS) (September 2005). The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Internal Revenue Code of 1986, as amended ("the Code"). Protection of the Easement Area promotes the TNCWCS by providing for permanently protected high priority habitat on private land. The TNCWCS was promulgated by the Tennessee Wildlife Resources Agency (TWRA) and the Nature Conservancy to protect the biological diversity of Tennessee; and

WHEREAS, Fall Branch, that bounds the northern parcel of the Easement Area for a linear distance of approximately 5,563 feet (1,695 meters), Little Sandy Branch, that transects the southern parcel of the Easement Area for a linear distance of approximately 8,435 feet (2,570 meters), Long Branch, that arises from and transects the northern parcel of the Easement Area for a linear distance of approximately 254 feet (77 meters), and North

Fork Basin Creek, that transects the northern parcel of the Easement Area for a linear distance of approximately 4,597 feet (1,401 meters), and, are designated as first-order streams under the Strahler Stream Order Scale, are located on the Cumberland Plateau in eastern Tennessee (USGS Hydrologic Unit Code (HUC) 06010208 – Tennessee Region of the Watts Bar Lake watershed), and are designated as “fully supporting” under the U.S. Environmental Protection Agency (EPA) 305B listing (http://iaspub.epa.gov/tmdl/enviro_v2.wcontrol?p_id305b=GAR031501020509). The “fully supporting” designation denotes that a particular waterway is capable of providing all applicable uses: providing drinking water supplies, supporting aquatic life, allowing fish and shellfish consumption, suitable for primary and secondary contact recreation usages (e.g., swimming and boating), and agricultural uses; and

WHEREAS, Fall Creek, that bounds the northern parcel of the Easement Area for a linear distance of approximately 5,262 feet (1,603 meters), and Sandy Creek, that transects the southern parcel of the Easement Area for a linear distance of approximately 5,054 feet (1,540 meters), are designated as second-order streams under the Strahler Stream Order Scale, are located on the Cumberland Plateau in eastern Tennessee (USGS Hydrologic Unit Code (HUC) 06010208 – Tennessee Region of the Watts Bar Lake watershed), and are designated as “fully supporting” under the U.S. Environmental Protection Agency (EPA) 305B listing (http://iaspub.epa.gov/tmdl/enviro_v2.wcontrol?p_id305b=GAR031501020509). The “fully supporting” designation denotes that a particular waterway is capable of providing all applicable uses: providing drinking water supplies, supporting aquatic life, allowing fish and shellfish consumption, suitable for primary and secondary contact recreation usages (e.g., swimming and boating), and agricultural uses; and

WHEREAS, current scientific research (Hilty & Merelender 2004, Semlitsch & Bodie 2003, Jones *et al.* 1999) concludes that the zero level of riparian buffer protection now existing in the State of Tennessee and Cumberland County is inadequate. In order to provide the necessary protection of the critical riparian habitat for all species, the protective riparian buffer should be much greater than 50 feet (Semlitsch & Bodie 2003). In tandem with this enhanced riparian buffer zone, critical slopes (often found within the riparian corridor) should be afforded additional protection as they may have a reduced filtering capacity. A critical slope is defined as having $>12^\circ$ slope angle (Stony Brook-Millstone Watershed Association, 2002); and

WHEREAS, this Easement will establish a 100 foot (30.48 meter) riparian buffer Resource Protection Area (as defined in Section 8) around the entire course transects of Fall Branch, Little Sandy Branch, Long Branch, North Fork Basin Creek, Fall Creek, and Sandy Creek. These natural buffers will increase by a factor of two the protection suggested by current scientific research, and will only permit low-impact outdoor recreation, education, nature observation and scientific studies; and

WHEREAS, the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, meets the conservation purpose of Section 170(h)(4)(A)(ii) of the Code; and

WHEREAS, greatly increasing protection measures of the State of Tennessee and Cumberland County will accomplish various environmental goals determining a "significant public benefit" Treasury Regulations Section 1.170A-14(d)(4)(iv); and

WHEREAS, the preservation of open space (including farmland and forest land) where such preservation is pursuant to a clearly delineated Federal, State, or local governmental conservation policy and will yield a significant public benefit meets the conservation purpose of Section 170(h)(4)(A)(iii) (II) of the Code; and

WHEREAS, the Easement Area (2,500 – 1,540 feet approx. elev.) provides scenic views of the Cumberland Plateau from United States Interstate 40 (1,800 feet approx. elev.), which has a parallel path to the northern property line for a linear distance of 5.38 miles (8.65 kilometers), and United States Highway 70 (840 feet approx. elev.), which is adjacent to the northern property line for a linear distance of 3.88 miles (6.24 kilometers), that are of importance to the Conservancy, the people of Cumberland County, and the people of the State of Tennessee and is worthy of preservation; and

WHEREAS, the preservation of open space (including farmland and forestland) where such preservation is for the scenic enjoyment of the general public meets the conservation purpose of Section 170(h)(4)(A)(iii)(I) of the Code; and

WHEREAS, the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) is the federal agency that works hand-in-hand with the American people to conserve natural resources on private lands. The allowed farming/forestry practices, which are the principal uses of the Property, shall be consistent with sound agricultural practices and a current NRCS conservation plan or its equivalent, as prepared by the USDA or similar agency or professionally trained individual, are all in an effort to conserve productive farming soils; and

WHEREAS, the economic health of the State of Tennessee is closely linked to its agricultural lands which not only produce food products, fuel, timber, and other products, but also provide much of Tennessee's scenic beauty upon which the State's tourism and recreational industries rely; and

WHEREAS, this Easement will establish an Agricultural Area (as defined in Section 8) protection zone that will generally exclude or control the construction of buildings and improvements except those necessary for agriculture and agricultural-related practices, and will preserve agricultural production of prime Tennessee soils; and

WHEREAS, limiting the construction of homesites to less than one percent (1%) of the total arable acreage is determined to yield a "significant public benefit" under Section 1.170A-14(d)(4)(iv) of the Code; and

WHEREAS, the preservation of open space (including farmland and forestland) where such preservation is pursuant to a clearly delineated Federal, State, or local government conservation

policy and will yield a significant public benefit meets the conservation purpose of Section 170(h)(4)(A)(iii) (II) of the Code; and

WHEREAS, the specific Conservation Values are documented in an inventory of relevant features of the Easement Area, dated on the 27th day of December, 2013 and are summarized in Exhibit "C" (the "Baseline Documentation Report") hereof, and the Parties agree accurately represents the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement; and

WHEREAS, this Easement constitutes a 'conservation easement' as established in Section 170(h)(2)(C) of the Code and a 'conservation easement' within the meaning of The Conservation Easement Act of 1981, Tennessee Code Annotated ("T.C.A.") § 66-9-301, *et seq.*, as amended; and

WHEREAS, Grantor intends, as owner of the Easement Area, to convey to the Conservancy the right to preserve and protect the Conservation Values in perpetuity; and

WHEREAS, The Conservancy agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values for the benefit of this generation and the generations to come; and

WHEREAS, the granting of this Easement is intended to comply with the requirements of The Conservation Easement Act of 1981, Tennessee Code Annotated ("T.C.A.") § 66-9-301, *et seq.*, as amended, which permits the creation of conservation easements. Specifically, the Conservation Easement's "limitations and affirmative obligations are intended to preserve, maintain or enhance the present condition, use or natural beauty of the land, the open-space value, the air or water quality, the forest, recreational, geological, biological, historic, architectural, archaeological, cultural or scenic resources" of the Easement Area; and

WHEREAS, the granting of this Easement will also serve the following "Conservation Purposes" as such term is defined in Section 170(h)(4)(A) of the Code: (i) the preservation of open space, including forest land, for the scenic enjoyment of the general public; and (ii) the preservation of open space pursuant to the following clearly delineated governmental conservation and preservation policies, yielding a significant public benefit:

- The Agricultural, Forest and Open Space Land Act of 1976 as set forth in T.C.A. § 67-5-1001, *et seq.*, which states in § 67-5-1002 that "The general assembly finds that: . . . (2) [t]he preservation of open space in or near urban areas contributes to . . . the conservation of natural resources, water, air, and wildlife . . . [and] preservation of land in an open condition for the general welfare" . . . and "(3) Many prime agricultural and forest lands in Tennessee . . . are being permanently lost for any agricultural purposes and that these lands constitute important economic, physical, social and aesthetic assets to the surrounding lands and to the people of Tennessee;"

- The Conservation Easement Act of 1981, T.C.A. § 66-9-301, *et seq.*, as amended, which permits the creation of conservation easements;

WHEREAS, the current uses of the Easement Area are consistent with the conservation purposes of this Easement; and

WHEREAS, the Conservancy is: 1) a publicly supported, nonprofit organization, created primarily for the conservation of the environment, and tax exempt within the meaning of Section 501(c)(3), Section 509(a)(2) and Section 170(b)(1)(A)(vi) of the Code, 2) a “qualified organization” within the meaning of Section 170(h)(3) of the Code and Treasury Regulations Section 1.170A-14(c), and 3) is a qualified “Holder” under T.C.A. § 66-9-303(3)(B), whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic, forested and/or open space condition.

NOW, THEREFORE, Grantor, as an absolute charitable gift with no consideration, other than the covenants, mutual agreements, conditions, and promises herein contained, does unconditionally and irrevocably hereby grant and convey unto the Conservancy, its successors and assigns, forever, a conservation easement as defined in the T.C.A. § 66-9-301, *et seq.*, (without intending that the existence of this Easement be dependent on the continuing existence of such laws), in perpetuity, upon, over and across the Property, of the nature and character and to the extent hereinafter set forth, including the right to preserve and protect Conservation Values. The Conservancy, by its execution hereof, accepts the foregoing grant of this Conservation Easement by the Conservancy within the meaning of the T.C.A. § 66-9-301, *et seq.*

1. Grant. Grantor hereby voluntarily and irrevocably grants and conveys to the Conservancy this Easement in perpetuity consisting of the rights and restrictions enumerated herein, upon, over and across the Easement Area, to have and to hold said Easement unto the Conservancy and its successors and assigns forever. This Easement shall constitute a binding servitude upon the Easement Area and shall be subject to prior reservations, easements, encumbrances and exceptions of record, except as otherwise set forth herein. The grant of this Easement gives rise to a property right, immediately vested in the Conservancy.

2. Purpose. It is the purpose of this Easement to assure that the Easement Area will be retained forever predominantly in its natural condition and to prevent any use of the Easement Area that will materially impair or interfere with the Conservation Values in this Easement. Grantor intends that this Easement will confine the use of the Easement Area to such activities including, without limitation, those involving agricultural use of the Easement Area as are consistent with the purpose of this Easement.

2.1 Climate Change. In granting this Easement, Grantor and the Conservancy acknowledge the findings of the Intergovernmental Panel on Climate Change (IPCC) that the warming of the Earth’s climate system is unequivocal, and that climate changes caused by global warming have already begun. Grantor and the Conservancy agree that the occurrence of any climate change-caused impacts to the Easement Area will not impair the validity of this Easement and shall not alone be considered grounds for the release, termination, or other extinguishment of the Easement whether in whole or in part.

2.2 Natural Acts. In granting this Easement, Grantor and the Conservancy mutually agree that nothing contained in this Easement shall be construed to entitle the Conservancy to bring any action against Grantor for any injury and/or change in the Easement Area resulting from natural causes beyond Grantor's control, including fire, flood, storm, natural earth movements, or other natural events, or from any prudent action taken by Grantor in an emergency to prevent, abate, or mitigate significant injury or change to this Easement resulting from such natural causes collectively "Natural Causes".

3. Baseline Documentation Report. The parties acknowledge that a Baseline Documentation Report of the Easement Area has been prepared by a person familiar with Conservation Easements, the Easement Area, and the environs. The Baseline Documentation Report has been reviewed and approved by the Conservancy and Grantor as an accurate representation of the biological and physical condition of the Easement Area at the time of the grant. Grantor has retained a copy of the Baseline Documentation Report for its records and a copy of the Baseline Documentation Report is on file with the Conservancy.

4. Rights of the Conservancy. To accomplish the purpose of this Easement, Grantor conveys the following rights to the Conservancy:

- 4.1 the right to preserve and protect the Conservation Values in perpetuity; and
- 4.2 the right to enter upon the Property at reasonable times, to inspect the Property thoroughly, to monitor Grantor's compliance with and otherwise enforce the Purposes of the Easement; provided that such entry shall be upon seventy-two (72) hours prior notice to Grantor, except that no such notice shall be required in the event of an emergency or if the Conservancy reasonably believes that immediate entry upon the Property is essential to prevent or mitigate a violation of this Easement. The Conservancy shall not unreasonably interfere with Grantor's and Grantor's invitees' use and quiet enjoyment of the Property; and
- 4.3 the right to prevent any activity on or use of the Property that is inconsistent with the Purposes of this Easement, or which may have an adverse impact on the Conservation Values, and to require the restoration of such areas or features of the Property that are damaged by any inconsistent activity or use with the exception of Natural Causes; and
- 4.4 the right to be notified in writing by Grantor, its heirs, successors, transferees or assigns, upon the exercising of the reserved right set forth in Section 6.1; and
- 4.5 any other rights that the Parties may approve consistent with the Purpose of this Easement and the Conservation Values (e.g. undertaking enhancement projects, identifying additional Conservation Values, or conducting non-intrusive scientific studies).

5. Prohibited Uses. Prohibited uses of the Easement Area are specifically described in Subsections 5.1 thru 5.18. In addition, any activity that is inconsistent with the Purposes of this Easement is prohibited.

- 5.1 the change, disturbance, alteration, or impairment of the relatively natural habitat for plants, wildlife, or similar ecosystems within and upon the Easement Area, except as provided herein in the Agricultural Areas, and the Acceptable Development Area; and
- 5.2 the construction and/or placement of any building structures, permanent camping accommodations, mobile homes, or billboards, except as expressly provided herein in the Agricultural Areas as defined below; and
- 5.3 the conveyance of easements, rights-of-ways, the paving or grading of roadways or the construction of any roadways, except as expressly provided herein in the Agricultural Area, and the Acceptable Development Area; and
- 5.4 the removal, destruction, or cutting of native vegetation, except as provided herein in the Agricultural Areas, and the Acceptable Development Area; and
- 5.5 the introduction of non-native plants and/or animal species unless in accordance with applicable laws, a current NRCS conservation plan, a Ten Year Forestry Management Plan or its equivalent, and in a manner consistent with sound environmental conservation practices and current scientific literature ; and
- 5.6 the use of herbicides or pesticides other than for the control of noxious weeds and/or pests in accordance with applicable laws, a current NRCS conservation plan, a Ten Year Forestry Management Plan or its equivalent, and in a manner consistent with sound environmental conservation practices and current scientific literature; and
- 5.7 the exploration by Grantor for, or extraction of, minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, field stone, or other materials on or below the surface of the Easement Area. Grantor, its heirs, successors, transferees or assigns shall not transfer, lease or otherwise separate the minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, field stone, or other materials from the Easement Area; and
- 5.8 the use of any motorized vehicles off of roadways or trails now existing (as defined in the Baseline Documentation Report); except as expressly provided herein in the Agricultural Area, and Acceptable Development Area; and
- 5.9 the accumulation, dumping or other disposal of trash, garbage, or other offensive refuse on the Easement Area other than the collection and disposal of natural byproducts on the Easement Area (including tree limbs and organic household compost materials) as long as in accordance with applicable laws and regulations; and
- 5.10 the manipulation, diversion, or other alteration of stream(s) unless for stream bank restoration, aquatic habitat enhancement and stream bank mitigation purposes; and
- 5.11 the degradation, pollution, or drainage of any surface or sub-surface waters; and

5.12 any use that would increase or substantially add to the risk of erosion as determined by historical and current scientific literature; and

5.13 any change in the topography of the Easement Area through the placement therein of soil, landfill, dredging spoils, or other material except as incidental and necessary to the activities permitted herein; and

5.14 more than *de minimis* use for any recreational activity constituting commercial recreational activity within the meaning of Section 2031(c) of the Code; and

5.15 the transfer, encumbrance, lease, sale, or other separation of the water rights necessary and appropriate for the present and future occupation of human, faunal and vegetational populations on the Easement Area; and

5.16 the erection, construction, installation, relocation or use of a communication facility, a telecommunications facility, a network element or any other telecommunications facility, equipment or material that may be used for telecommunications or to provide such services; except for low capacity personal services; and

5.17 the erection, construction, installation, relocation or use of utility lines or substations not necessary and directly related to uses of the Easement Area permitted in this Easement; and

5.18 the erection, construction, installation, relocation or use of any lighting which interferes with wildlife on the Easement Area or with landowners within the viewscape of the Easement Area.

6. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns of the Easement Area (each of which shall be "Grantor" within the meaning of this paragraph), all rights accruing from its ownership of the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement, including without limitation rights and permitted uses set forth in Section 7 and Section 8.

6.1 Subdivision. Division of the Easement Area into not more than four separate parcels is permitted. Notwithstanding the foregoing, any portion of the Easement Area that may be conveyed to another entity will be subject to the term of this Easement.

6.2 Hunting and Fishing. Hunting, fishing, trapping and predator control, in a manner consistent with federal, state and local laws, are permitted on the Easement Area. The Parties agree and acknowledge that controlled hunting and restocking of fish may be desirable to maintain sustainable wildlife populations consistent with the condition of the habitat.

7. Forest Carbon Services. Grantor may hold, market, and transfer any and all rights related to forest carbon, including but not limited to mitigation credits and offsets, now present or existing in the future, and the right to report such mitigation credits or offsets to any relevant public or

private regulatory/oversight body or registry whether pursuant to a voluntary system or one created by local, federal, or international law or regulation, which rights arise from or are generated by or from the Property on or after the date of this Easement (collectively the "Forest Carbon Services"). The Forest Carbon Services retained hereunder shall specifically include, but shall not be limited to, the right to hold, reserve, report, market, or retire any greenhouse gas mitigation credits or offsets that may be generated upon the Property, and other types of mitigation credits or offsets that arise from the production of forest carbon. Grantor shall have the absolute discretion in determining the purchaser(s) and/or recipient(s) of any Forest Carbon Services and the Conservancy shall have no right to any benefits arising from the consideration paid or given for such Forest Carbon Services.

8. Permitted Uses. Permitted uses of the Easement Area vary depending on where on the Easement Area such use occurs as specifically indicated below. The Easement Area is divided into three (3) principle areas all of which are depicted in the Easement Map in *Section XI* of the Baseline Documentation Report and generally described below:

Acceptable Development Area (also referred to herein as an "ADA") – The area in which may be placed or now exists 1) a single family dwelling or structure(s), associated accessory building(s), 2) agricultural access roads, and 3) public utilities. A total of five (5) Acceptable Development Areas will exist on the entire Easement Area: 1) Acceptable Development Area – Homesite(s), 2) the Acceptable Development Area – Agricultural Access Road, 3) the Acceptable Development Area – Existing Sewerline, 4) the Acceptable Development Area – Existing Waterline, and 5) the Acceptable Development Area – Sanitary Sewer/Water Line.

- The Acceptable Development Area – Homesite(s) will consist of a circle with a radius of 141 feet (43 meters) that encompasses a total area of approximately one and one-half acres (6070 meters²). There will be a total of three (3) homesite on the entire Easement Area. The placement of the center of the circle for the homesite will be determined sixty (60) days prior to the beginning of construction.
- The Acceptable Development Area – Agricultural Access Road will consist of a linear buffer of approximately 30 feet (9.14 meters) extending from any existing or future agricultural access road. The linear buffer will originate from the centerline of any existing or future agricultural access road and will extend 15 feet (4.57 meters) to either side.
- The Acceptable Development Area – Existing Sewerline will encompass the existing sewerline as it transects the Easement Area, as specifically identified in *Section XI* of the Baseline Documentation Report, and will consist of a linear buffer of approximately 30 feet (9.14 meters). The linear buffer will originate from the centerline of the existing sewerline and will extend 15 feet (4.57 meters) to either side of the existing sewerline, and will permit the Grantor to maintain, repair, remove, or replace the sewerline and its improvements.

- The Acceptable Development Area – Existing Waterline will encompass the existing waterline as it transects the Easement Area, as specifically identified in *Section XI* of the Baseline Documentation Report, and will consist of a linear buffer of approximately 30 feet (91.44 meters). The linear buffer will originate from the centerline of the existing waterline and will extend 15 feet (45.72 meters) to either side of the existing waterline, and will permit the Grantor to maintain, repair, remove, or replace the waterline and its improvements.
- The Acceptable Development Area – Sanitary Sewer/Water Line shall consist of a linear buffer of no greater than 40 feet (12.19 meters) wide extending from Renegade Mountain Parkway to Running Deer Lane along the existing access road as specifically identified in *Section XI* of the Baseline Documentation Report. The linear buffer will originate at the interior eastern boundary of the Easement Area, as specifically identified in *Section XI* of the Baseline Documentation Report, will follow the centerline of the existing Agricultural Access Road, and will terminate at the interior western boundary of the Easement Area.

Resource Protections Area (also referred to herein as an "RPA") – The area(s) which contain(s) unique or special natural features including, but not limited to, streams, wetlands or steep slopes and their supporting buffer lands in which this Easement excludes the construction or placement of permanent or temporary buildings and anthropogenic perturbations (manmade disturbances). A total of two Resource Protection Areas will exist on the entire Easement Area: 1) the Resource Protection Area – Cumberland County Streams, and 2) the Resource Protection Area – Freshwater Pond(s).

- The Resource Protection Area – Cumberland County Streams will consist of a linear buffer of approximately 100 feet (30.49 meters). The linear buffer will originate from the approximate center of each respective aquatic feature (Fall Branch, North Fork Basin Creek, Little Sandy Branch, Fall Creek, and Sandy Creek), as specifically identified in *Section XI* of the Baseline Documentation Report, and will extend for 100 feet (30.48 meters) to either side of the aquatic feature.
- The Resource Protection Area – Freshwater Pond(s) will consist of a polygonal buffer of approximately 100 feet (30.48 meters). The linear buffer will originate at the high water line of each of the respective ponds, as specifically identified in *Section XI* of the Baseline Documentation Report, and will radiate in an outwards direction.

Agricultural Areas (also referred to herein as "AA") – The area which may be used for, but not limited to, horticulture, trees, carbon sequestration for carbon offset, alternative energy (wind & solar), and agricultural plantings for wildlife are allowed, may be continued and expanded and shall be considered consistent with the purposes of this Easement, provided that the same are conducted in a manner not inconsistent with this Easement and provided further that:

- 1) Under no circumstances shall there be industrial or factory-type livestock operations or animal husbandry characterized by the continuous confinement

of livestock in tightly confined environments for the purpose of raising, feeding and fattening for market on the Property; and no slaughtering facility or poultry, dairy or hog operation shall be allowed;

- 2) Pesticides and/or herbicides may be used only in a manner consistent with their labeling and in compliance with all federal, state, and local regulations, including those related to licensing and/or certification of applicators;
- 3) All permitted agricultural activities shall be conducted in accordance with any pertinent local or state regulations or guidelines covering such activities and Best Management Practices of the State of Tennessee and applicable federal, state and local laws;
- 4) All such activities shall be designed to maintain soil productivity and prevent soil erosion to protect water quality and wetlands;
- 5) Any change in agricultural use or activity to a use not traditionally used on the Property shall be subject to the prior written approval of Conservancy, which approval shall not be unreasonably withheld;
- 6) Land application of domestic septic effluent and/or municipal, commercial or industrial sewage sludge or liquids generated from such sources is prohibited;
- 7) Commercial horticultural activities are allowed but shall be limited to native species of plants;
- 8) All farming operations not being utilized as of the date of this Easement shall be conducted in a manner consistent with a farm conservation plan prepared by the USDA, NRCS, or its successor, or by another qualified conservation professional. This plan shall be updated at least every ten years and in any event at the time the basic type of agricultural operation on the Property changes or at the time ownership of the Property changes.

8.1 Acceptable Development Areas. The following activities are permitted within each Acceptable Development Area to the extent indicated provided that Grantor notifies the Conservancy in writing thirty (30) working days prior to exercising the prescribed permitted uses unless otherwise noted.

8.1.A Acceptable Development Area – Homesite. With prior written notice to the Conservancy, Grantor may locate, construct, maintain, repair, remove, enlarge or replace three (3) single-family structure and their improvements within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area. There will be a total of three (3) homesite on the entire Easement Area. Said homesite, accessory buildings and improvements shall be located completely within the corresponding ADA - Homesite. Accessory buildings and improvements associated with the residence may include garages, carports and storage sheds. Any temporary easements and permission to access any area of the Easement in

connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.A.i Building Restrictions. With prior written notice to the Conservancy, Grantor may locate, construct, maintain, repair or replace three single-family dwellings within the area depicted in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area so long that the respective ADA – Homesite does not overlap with any Resource Protection Area. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Easement Area in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Easement Area in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.A.ii Fences. Without prior written permission from or notice to the Conservancy, Grantor may construct, maintain, repair or replace existing fences, and new fences may be constructed, maintained, repaired or installed, anywhere within the respective ADA – Homesite.

8.1.A.iii Access Road. Without prior written permission from or notice to the Conservancy, Grantor may construct, maintain, improve, repair, remove, enlarge or replace one (1) access road within the respective ADA – Homesite, and to connect the access road to ADA – Agricultural Access Road. No portion of the access road shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material except for steep slope areas that may require additional hardening of the surface to reduce erosion.

8.1.A.iv Subsistence Garden. Without prior written permission from or notice to the Conservancy, Grantor may construct, maintain, repair or replace one (1) subsistence garden within the respective ADA – Homesite. Said garden may be used for *de minimis* agricultural-related commercial activities.

8.1.B Acceptable Development Area – Agriculture Access Road. Without prior written permission from or notice to the Conservancy, Grantor may create, maintain, improve, repair, remove, enlarge or replace any agriculture access road within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area. The ADA-Agricultural Access Road is allowed to extend from any existing or future agricultural access road and said improvements shall be located completely within the corresponding ADA – Agriculture Access Road. No portion of the agriculture access road shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material.

8.1.C Acceptable Development Area – Existing Sewerline. Without prior written permission from the Conservancy, Grantor may maintain, repair, remove, or replace one (1) existing sewerline and its improvements within the area shown in the Conservation Easement Map, Section *XI* of the Baseline Documentation Report as Acceptable Development Area – Existing Sewerline. Said improvements shall be located completely within the corresponding Acceptable Development Area – Existing Sewerline. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.D Acceptable Development Area – Existing Waterline. Without prior written permission from the Conservancy, Grantor may maintain, repair, remove, or replace one (1) existing waterline and its improvements within the area shown in the Conservation Easement Map, Section *XI* of the Baseline Documentation Report as Acceptable Development Area – Existing Waterline. Said improvements shall be located completely within the corresponding Acceptable Development Area – Existing Waterline. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.E Acceptable Development Area – Sanitary Sewer/Water Line. With prior written notice to the Conservancy, Grantor may convey an easement or authorization (including construction easements) to locate, construct, maintain, repair, remove, or replace a force main sanitary sewer/water line across the Easement Area.

8.1.E.i Building Restrictions. With prior written notice to the Conservancy, Grantor may locate, construct, maintain, repair or replace a force main sanitary sewer/water line across the Easement Area. Any sanitary sewer/water line shall be located a minimum of 25 feet (7.12 meters) from any waterway and shall be placed so as to impact the Easement Area as is practicable, in accordance with good engineering practices. If a sanitary sewer/water line is installed, there shall be no sidecasting of any fill material into any wetlands, streams, rivers or waters that lie outside of the ADA – Sanitary Sewer/Water Line. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after

completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2 Resource Protection Area. The following activities are permitted within the Resource Protection Area(s) to the extent indicated.

8.2.A Recreation and Educational Usages. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Resource Protection Area(s) for low-impact outdoor recreation, education, nature observation and scientific study, so long as these activities preserve the value of the Resource Protection Area(s) as wildlife habitat, riparian buffer and aquatic ecosystem.

8.2.B Fences. Without prior written permission from or notice to the Conservancy, Grantor may maintain, preserve, improve, repair, remove, enlarge or replace existing fences in the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Resource Protection Area(s), for purposes of preventing trespass on the Easement Area. No new fences may be constructed anywhere in the Resource Protection Area(s)

8.2.C Hunting Stands and Platforms. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain hunting stands and platforms within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Resource Protection Area(s) provided that such accessories are erected and maintained in a manner that minimizes damage to the Easement Area, and so long as these activities preserve the value of the Resource Protection Area(s) as wildlife habitat, scenic buffer, riparian buffer and aquatic ecosystem. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Easement Area in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Easement Area in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.D Trails. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain a foot trail anywhere in the Resource Protection Area(s) to be used for outdoor recreation and education.

8.2.D.i Trail. The trail may include steps and railings and other trail surface structures as well as bridges and culverts for traversing wet areas.

8.2.D.ii Trail Width. The trail may not exceed 10 feet (3.048 meters) in width.

8.2.D.iii Trail Covering. The trail may be covered, if at all, by wood chips, gravel, or any other porous surface so as not to enhance stormwater runoff into the wetland/stream.

8.2.D.iv Trail Signs. The trail may include signs to mark the trail; to provide information regarding applicable times, place, and manner restrictions; for interpretive purposes, and to indicate the interest of Grantor and Beneficiaries and the Conservancy are permitted.

8.2.E Control of Exotic Species. Without prior written notice to the Conservancy, Grantor may manage the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as the Resource Protection Area(s) for intrusion of exotic species provided that all such cuttings and vegetation management shall be conducted in a manner that minimizes damage to the Property, and so long as these activities preserve the value of the respective Resource Protection Area as wildlife habitat, aquatic ecosystem, and to preserve the Conservation Values. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.D Gazebo. With prior written notice to the Conservancy, Grantor may create, maintain, repair, remove, or replace one (1) gazebo within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Resource Protection Area – Freshwater Pond(s) provided that any structure must be designed and situated to blend with natural surrounding and compliment the natural and scenic features of the landscape so long as such improvements are in accordance with local, state and federal laws. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.E Raised Walkways & Wildlife Viewing Platforms. With prior written notice to the Conservancy, Grantor may create, maintain, repair, remove, enlarge or replace raised walkways & wildlife viewing platforms within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Resource Protection Area(s) provided that any structure must be designed and situated to blend with natural surroundings and compliment the natural and scenic features of the landscape so long as such improvements are in accordance with local, state and federal laws. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after

completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.F Earthen Dam(s). With prior written permission from the Conservancy, Grantor may maintain, repair or replace any earthen dam shown in the Conservation Easement Map, Section XI of the Baseline Documentation Report, Exhibit "B", as Resource Protection Area – Freshwater Pond(s). No portion of the Earthen Dam shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, and shall not be enlarged or extended. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.G Carbon Credits. Grantor shall retain all rights, benefits, privileges and credits related to carbon sequestration in the above ground and below ground biomass, and the soil of the Resource Protection Area(s).

8.3 Agricultural Areas. Without prior written permission from or notice to the Conservancy, Grantor may produce crops, livestock, trees, carbon sequestration for carbon offset, alternative energy (wind & solar), and conduct farm operations which includes but is not limited to the right to establish, reestablish, maintain, and use cultivated forests, fields, orchards, and pastures within the area shown in the Easement Map, Section XI of the Baseline Documentation Report, as Agricultural Area. These farming/forestry practices, which are the principal uses of the Property, shall be consistent with sound agricultural practices and a current NRCS conservation plan or its equivalent, as prepared by the USDA or similar agency or professionally trained individual.

8.3.A Forest Management. Without prior written permission from or notice to the Conservancy, Grantor reserves the right to conduct timber harvesting and forest management activities in the Agricultural Area subject to federal, state and local regulations, the specific terms and conditions of the Easement, and shall be conducted in accordance with the following provisions.

8.3.A.i Ten Year Management Plan. All forest management activities, except preliminary timber cruises and resource evaluation, shall be conducted in accordance with a written plan for areas in which timber harvesting or management is contemplated. The plan shall be prepared prior to any harvesting or treatment activities, and shall be reviewed and updated at least every ten years by a licensed professional forester. The forestry management plan shall include at a minimum the following:

- 1) goals and objectives of the landowner, consistent with the terms of the Easement; and

- 2) identification of the natural and physical features of the Property, or the harvest area, including forest type, stocking, age, quality, health, stand history, and existing forestry access roads, wetlands and water bodies; and
- 3) a description of contemplated harvesting units and proposed access plan, indicating proposed ingress/egress for all areas to be harvested; and
- 4) a description of recommended erosion control measures to be employed during and after harvesting; and
- 5) a description of foreseeable situations in which chemical application will be recommended, including the type, amount, method of application, and recommended limitations to protect water quality; and
- 6) a description of harvesting techniques and treatments to be employed to avoid adverse impact to the specific conservation values identified in the prescriptions hereinabove; and
- 7) a description of reclamation and reforestation practices to be employed upon completion of harvesting operations to ensure soil stabilization and to maintain the scenic qualities of the Property.

8.3.B Agricultural Buildings and Improvements. Without prior written permission from or notice to the Conservancy, Grantor may create, maintain, improve, repair, remove, enlarge or replace rustic structures to assist with the agricultural operation within the area shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area provided that all such structures must be designed and situated to blend with natural surroundings and compliment the natural and scenic features of the landscape, and to preserve the agricultural production of prime Tennessee soils.

8.3.C Fences. Without prior written permission from or notice to the Conservancy, Grantor may construct, maintain, preserve, improve, repair, remove, enlarge or replace existing fences anywhere in the area shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area, for purposes of preventing trespass on the Property.

8.3.D Hunting Stands and Platforms. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain hunting stands and platforms provided that such accessories are erected and maintained in a manner that minimizes damage to the Property.

8.3.E Wildlife Green Areas/ Food Plots. Without prior written permission from or notice to the Conservancy, Grantor may establish, maintain, and cultivate wildlife green areas/food plots within the area shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area provided that such activities shall be consistent with sound agricultural practices, a current NRCS conservation plan, a Ten Year Forestry Management Plan or its equivalent, as prepared by the USDA or similar agency or qualified individual(s).

8.3.F All-Terrain Vehicles. Without prior written permission from or notice to the Conservancy, Grantor may use, or permit the use of all-terrain vehicles on the access roads now existing on the Property, or in the future those developed on the Property (pursuant to the Forest Management Plan developed and approved in Section 8.3.A), provided that:

- 1) such roads are used by others exclusively in accordance with the forest management plan;
- 2) the permission afforded by Grantor consists of short-term license to use the road system for a period not to exceed twelve (12) months, and is not a longer term license, right-of-way, easement or other permanent legal interest;
- 3) Grantor shall remain responsible for any such license compliance with this Easement.

8.3.F.i All-Terrain Vehicle Access. Without prior written permission from or notice to the Conservancy, Grantor may permit the temporary use of all-terrain vehicles for agricultural and non-commercial recreational purposes anywhere within the area shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area.

8.3.G Alternative Energy. With prior notice to the Conservancy, other improvements, including, but not limited to, facilities for generation and transmission of renewable electrical power, such as windmills and/or solar arrays, may be constructed anywhere in the area shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area. Generation of any renewable electrical power shall be principally for use on the Property. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values. Grantor shall be permitted to employ or sell any additional generated electrical power.

8.3.H Carbon Credits. Grantor shall retain all rights, benefits, privileges and credits related to carbon sequestration in the above ground and below ground biomass, and the soil of the Agricultural Area.

8.3.I Recreation and Educational Usages. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area for low-impact outdoor recreation, education, nature observation and scientific study, so long as these activities preserve the agricultural production of prime Tennessee soils.

9. Access. Nothing contained herein shall be construed as affording the public access to any portion of the Easement Area, although the Grantor may permit public access to the Easement Area on such terms and conditions as it deems appropriate, provided that such access is consistent with the terms of this Easement.

10. Representations and Warranties. Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:

10.1 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 Easement Area, except for fuels customarily used or transported in connection with camping, recreational, agricultural or construction activities on the Easement Area;

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

10.3 Grantor and the Easement Area are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Easement Area and its use;

10.4 There is no pending or threatened litigation in any way affecting, involving, or relating to the Easement Area;

10.5 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 Easement Area or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders;

10.6 Grantor warrants that Grantor has good and sufficient title to the Easement Area, that Grantor has good right, full power and lawful authority to grant and convey this Easement, that any mortgages or liens on the Easement Area are and shall remain subordinate to the terms of the Easement, and Grantor hereby promises to warrant and forever defend the title to the Easement against all and every person or persons lawfully claiming by, through or under Grantor, the whole or any part thereof, excepts for rights-of-way, easements, restrictions, covenants and mineral reservations of record, which are acceptable to the Conservancy at the time of execution of this Easement.

11. Notice of Intention to Undertake Certain Permitted Actions. Unless otherwise stated therein, Grantor will notify the Conservancy of its intention to engage in an activity reserved in Section 8 of this Deed that would require the Conservancy's prior written permission. Any such

notice must be given at least thirty (30) days before the commencement of the activity. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Conservancy to make an informed judgment as to its consistency with the purpose of this Easement. Continuation of existing or previously approved practices and use, upkeep, completion, and repair of existing structures, roads and trails shall not require notice.

12. The Conservancy's Approval. The Conservancy shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefore under Section 8 of this Deed. Conservancy's approval shall be deemed given if Conservancy fails to respond within said thirty day period and may be withheld only upon a reasonable determination by Conservancy that the action as proposed would be inconsistent with the purpose of this Easement and impair the conservation interests associated with the Easement Area.

13. Conservancy's Remedies: Enforcement. The Conservancy shall have the right to prevent and correct or require correction of violations of the terms and Purposes of this Easement. The Conservancy may enter the Property for the purpose of inspecting for violations in accordance with Subsection 4.2 above. If the Conservancy finds what it believes is a violation, or a threat of a violation of the terms or the Purposes of this Easement, the Conservancy shall notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall immediately discontinue any activity that could increase or expand the alleged violation and shall either: (1) restore the Property as best possible to its condition prior to the violation in accordance with a plan approved by the Conservancy; or (2) provide a written explanation to the Conservancy of the reason why the alleged violation should be permitted. If the Conservancy is not satisfied with Grantor's written explanation, both parties agree to meet as soon as possible to resolve the difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator in an attempt to resolve the dispute pursuant to Subsection 13.1 below.

Should Grantor not immediately discontinue any activity that could increase or expand the alleged violation; or should mediation fail to resolve the dispute within sixty (60) days of the Conservancy's written notice to Grantor of the alleged violation, or by such other date as the Parties may mutually agree, the Conservancy may take appropriate legal action pursuant to the Subsections below. The Conservancy's remedies described in this Easement shall be cumulative and shall be in addition to all remedies now and hereafter existing at law or in equity, including the right to recover any damages for loss of scenic or environmental values. The failure of the Conservancy to discover a violation or to take immediate legal action does not and should not bar the Conservancy from exercising the right of enforcement at any later date.

13.1 Mediation. If a dispute arises between the Parties concerning the consistency of any proposed use or activity with the purpose of this Easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to mediation by request made in writing upon the other. Within ten (10) days of the receipt of such request, the Parties shall select a single trained and impartial mediator with experience in Conservation Easements and other land preservation tools. If the Parties are unable to agree on the selection of a single mediator, then the Parties shall each select a trained and impartial

mediator with experience in Conservation Easements and other land preservation tools, and those two mediators shall select a similarly skilled mediator who shall alone mediate the dispute. Mediation shall proceed in accordance with the following guidelines:

13.1.A Purpose. The purpose of the mediation is to: (1) promote discussion between the Parties; (2) assist the Parties to develop and exchange pertinent information concerning the issues in dispute; and (3) assist the Parties to develop proposals which will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or *de facto* modification or amendment of the terms, conditions, or restrictions of this Easement.

13.1.B Participation. The mediator may meet with the Parties and their counsel jointly or *ex parte*. The Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the Parties with settlement authority will attend mediation sessions as required by the mediator.

13.1.C Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any Party in any subsequent litigation. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceedings or construed as an admission of a Party.

13.1.D Time Period. Neither Party shall be obligated to continue the mediation process beyond a period of sixty (60) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute. The Parties shall each bear 50% of the mediator's fees.

13.2 Injunctive Relief. The Conservancy may bring action at law or in equity, *ex parte* as necessary, in a court of competent jurisdiction, to enforce the terms of the Easement and to enjoin by temporary or permanent injunction a violation, including to require or cause the restoration of the Easement Area to the condition that existed prior to the violation, under the following circumstances:

13.2.A If Grantor, after receipt of a notice of violation from the Conservancy, fails immediately to discontinue any activity that could increase or expand alleged violation; or

13.2.B If Grantor, after receipt of a notice of violation from the Conservancy, fails within ten (10) days either to provide a written explanation to the Conservancy of the reason why the alleged violation should be permitted or begin restoring the Easement Area as best as possible to its condition prior to the violation; or

13.2.C If Grantor, after commencing to restore the Easement Area to its condition prior to a violation, fails to diligently cure the violation.

13.3 *Damages.* The Conservancy shall be entitled to recover damages for violations of the terms of this Easement or injury to the Conservation Values. Recoverable damages will be limited to the cost of restoring the Easement Area to its condition prior to the breach, including reimbursing the Conservancy for costs actually incurred in assessing remedial measures, and any monetary damage recovered by the Conservancy shall be used solely for that purpose, or if impractical for that purpose, the Conservancy may use monetary damages recovered for other charitable purposes consistent with the Conservancy's mission.

13.4 *Emergency Enforcement.* If the Conservancy reasonably believes an ongoing or threatened imminent activity violates the Easement, the Conservancy may, in its sole discretion, take immediate legal action as set forth on this Section 13 without prior notice to Grantor and without waiting for the period provided for cure to expire.

13.5 *Scope of Relief.* The Conservancy's rights under this Section 13 apply equally in the event actual or threatened violations of the terms of this Easement. Grantor agrees that the Conservancy's remedies at law for any violation of the terms of this Easement are inadequate and that the Conservancy shall be entitled to the injunctive relief described in Subsection 13.2, both prohibitive and mandatory, in addition to such other relief to which the Conservancy may be entitled, including specific performance of the terms of the Easement. The Conservancy's remedies described in this Section 13 shall be cumulative and shall be in addition to all remedies now and hereafter existing at law or in equity.

13.6 *Cost of Enforcement.* All reasonable costs incurred by the Conservancy in enforcing the terms of this Easement against Grantor including, without limitation, costs and expenses of suit and reasonable attorney's 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.

13.7 *The Conservancy's Discretion.* Enforcement of the terms of this Easement shall be at the sole discretion of the Conservancy, and any forbearance by the Conservancy to exercise its rights under the Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by the Conservancy of such term or subsequent breach of the same or any other term of this Easement or of any of the Conservancy's rights under this Easement. No delay or omission by the Conservancy 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.

13.8 *Acts Beyond Grantor's Control.* Nothing contained in this Easement shall be construed to entitle the Conservancy to bring any action against Grantor for any injury to or change in the Easement Area resulting from causes beyond Grantor's control including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area or person(s) resulting from such causes. Grantor is not responsible for acts of third parties who are out of Grantor's control, except that Grantor is responsible for guests and other third parties authorized by Grantor to access the Easement Area.

14. Costs, Liabilities, Taxes and Environmental Compliance.

14.1. *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 Easement Area, including the maintenance of adequate insurance coverage, which may be under Grantor's homeowner's policy. On reasonable request, Grantor will furnish certificate of insurance or copy of insurance policy. Grantor shall keep the Easement Area free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor provided however that Grantor shall be permitted to subdivide and transfer any of the Acceptable Development Area – Homesite parcel together with all appurtenances, improvements, utilities and associated permissions and easements, and to grant liens, mortgages, and deeds to secure debt thereon subject to requirements included but not limited to Section 21.

14.2 *Taxes.* Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Easement Area by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this easement, and shall furnish the Conservancy with satisfactory evidence of payment upon request.

14.3 *Remediation.* If, at any time, there occurs, or has occurred, a release in, on, or about the Easement Area of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including cleanup that may be required, unless the release was caused by the Conservancy, in which case the Conservancy shall be responsible therefor.

14.4 *Control.* Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Conservancy to exercise physical or managerial control over the day-to-day operations of the Easement Area, or any of Grantor's activities on the Easement Area, or otherwise to become an operator with respect to the Easement Area within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and any Tennessee state law counterpart.

14.5 *Hold Harmless.* *Grantor in possession" shall hold harmless, indemnify, and defend the Conservancy and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, cause of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any Easement Area, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Area, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any federal, state, or local law, regulation, requirement, including, without limitation, the CERCLA, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Easement Area; (3) the presence or release of hazardous or toxic substances in, on, from, under or about the Easement

Area at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless solely caused by any of the Indemnified Parties; (4) tax benefits or consequences of any kind which result or do not result from entering into this Easement; and (5) the obligations, covenants, representations and warranties of paragraphs 13.1 through 13.9.

* "Grantor in possession", as used in this paragraph, means the Grantor holding title to the Easement Area at the time the claim for defense or indemnity or to be held harmless is made.

15. Extinguishment and Condemnation.

15.1 *Extinguishment.* If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Conservancy shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment (herein collectively "Extinguishment") shall be determined to be at least equal to the perpetual conservation Easement's proportionate value unless otherwise provided by Tennessee law at the time, in accordance with Subsection 15.2 below. Conservancy shall use all such proceeds in a manner consistent with the Conservation Values of this grant.

15.2 *Proceeds.* This Easement constitutes a real property interest immediately vested in Conservancy. For the purposes of this Subsection, the parties stipulate that this Easement shall have at the time of Extinguishment a fair market value determined by multiplying the then 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 the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values of this Easement at the time of this grant shall be the donation value used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Code. Grantor shall within ninety days of this grant provide to the Conservancy copies of all appraisals seeking to establish the Conservation Values at the time of this grant. For the purposes of this paragraph, the ratio of the value of the donated Easement to the value of the Property unencumbered by the Easement shall remain constant.

15.3 *Condemnation.* If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, the Conservancy shall be entitled to compensation from the condemning authority in accordance with applicable law.

15.4 *Application of Proceeds.* The Conservancy shall use any proceeds received under the circumstances described in this Section 15 in a manner consistent with its mission, which are exemplified by this grant.

16. Assignment. This Easement is transferable, but the Conservancy may assign its rights and obligations under this Easement only to a Qualified Conservation Organization that is deemed to

be so qualified at the time of transfer under Section 170(h) of the Code. As a condition of such transfer, the Conservancy shall require that the Conservation Purposes for which the grant was originally intended to be maintained. The Conservancy shall provide Grantor at least sixty (60) days advance notice of any assignments, so that Grantor can determine whether the proposed assignee satisfies the criteria of this paragraph. Grantor's consent to assignment is necessary to make it effective, and the Conservancy shall not assign its rights hereunder without Grantor's prior written consent.

17. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Easement Area, including, without limitation, a leasehold interest. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

18. Notices. Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other regarding the specifics of the Easement shall be in writing and either served personally or sent by first class mail, electronic correspondence (email), postage prepaid, addressed as follows:

To Grantor: Terra Mountain Holdings, LLC
Attn: Matt Campbell
901 North Broad Street – Suite 140
Rome, Georgia 30161

To Conservancy: Atlantic Coast Conservancy, Inc.
Attn: Dr. Robert Keller, Chief Executive Officer
72 South Main Street
Jasper, Georgia 30143

With a copy to: Phil M. Landrum, III
Landrum & Landrum Attorneys
95 Stegall Drive
Jasper, Georgia 30143

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

19. Recordation. The Conservancy shall record this instrument in a timely fashion in the official records of Cumberland County, Tennessee and may re-record it at any time as may be required to preserve its rights in this Easement. Grantor will pay any recordation charges.

20. Amendment. If circumstances arise under which an amendment to this Easement would be appropriate to promote the Purposes of the Easement, Grantor and the Conservancy may jointly amend this Easement, in accordance with the Policies of the Conservancy. However, the Conservancy is under no obligation to amend this Easement, and may decline to amend this Easement in its sole and exclusive judgment. Notwithstanding anything herein to the contrary, no

amendment shall be allowed that will affect the qualifications of the Easement as a "qualified conservation contribution" which has been granted in "perpetuity" within the meaning of Section 170(h) of the Code and the Treasury Regulations thereunder. Any amendment must be consistent with the Purposes of the Easement and the aggregate Conservation Values and may not affect the Easement's perpetual duration. Any amendment must be in writing, signed by both Parties, and recorded in the official records of Cumberland County, Tennessee.

21. Subordination. If at the time of conveyance of this Easement, the Easement Area is subject to a Deed to Secure Debt, the holder of which has agreed by separate instrument, a copy of which is attached hereto as **Exhibit "D"** to subordinate its rights in the Easement Area to the extent necessary to permit the Conservancy to enforce the Purposes of this Easement in perpetuity and to prevent any modification or extinguishment of this Easement by exercise of any rights of the Deed to Secure Debt.

22. Future Technology. No use shall be made of the Easement Area, and no activity thereon shall be permitted that is, or is likely, to become inconsistent with the Purposes of this Easement. Grantor and the Conservancy acknowledge that, in view of the perpetual nature of this Easement and the predicted climate changes due to global warming, they are unable to foresee all potential land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Easement. The Conservancy therefore, in its reasonable discretion in accord with then current scientific research and findings disseminated by the IPCC or its equivalent, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in the Easement, or (b) alterations in existing uses or structures, are consistent with the Purposes of this Easement.

23. General Provisions.

23.1 The following Exhibits are attached to and incorporated by reference into this Easement. Exhibit A: Property Legal Description, Exhibit B: Easement Area Legal Description, Exhibit C: Baseline Documentation Report; Exhibit D: Subordination Document (if necessary).

23.2 *Definitions.* The terms "Grantor" and "Conservancy," wherever used herein, and any pronouns used in place of those terms, shall be deemed to include, respectively, Grantor and its heirs, personal representatives, executors, administrators, successors and assigns, and the Conservancy, its successors and assigns. The term "low-impact outdoor recreation" is defined as dispersed, noncommercial, nonexclusive, and non-motorized public recreational activities that do not generally rely on buildings and spectator facilities and have minimal impact on renewable natural resources and do not have the Conservation Values as set forth in this Easement.

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

23.4 *Liberal Construction.* Any general rule of construction to the contrary notwithstanding, this Easement shall be reasonably construed in favor of the grant to affect the Purpose of this Easement and the policy and purpose of Tennessee law. 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.

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

23.6 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.

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

23.8 Joint Obligation. The obligation imposed by this Easement upon Grantor shall be joint and several (in the event that there is more than one Grantor).

23.9 Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Easement Area.

23.10 Termination of Rights and Obligations. Except as otherwise provided herein, a Party's rights and obligations under this Easement terminate upon transfer of the Party's interest in the Easement or Easement Area except that liability for acts or omissions occurring prior to transfer shall survive transfer.

23.11 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 interpretations.

23.12 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.

23.13 Merger. Unless the Parties expressly state that they intend a merger of estates or interests to occur, no merger shall be deemed to have occurred hereunder or under any document executed in the future affecting this grant.

23.14 Executory Limitation. If the Conservancy dissolves, ceases to exist, is unable or unwilling to carry out its responsibilities under this Easement, or no longer qualifies under Section 170(h) of the Code, or is no longer authorized to acquire and hold conservation easements under Tennessee law, then the Conservancy shall have the right, subject to the provisions of Section 16 herein, to transfer the conservation easement created by this Easement, and the rights and

obligations hereunder, to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code, but only if the agency or organization expressly agrees to assume the responsibility imposed on the Conservancy by this Easement. If the Conservancy ever dissolves, ceases to exist, is unable or unwilling to carry out its responsibilities under this Easement, or no longer qualifies under Section 170(h) of the Code and a transfer has not been made pursuant to the foregoing sentence, then the rights and obligations under this Easement shall vest in such organization as a court of competent jurisdiction shall direct pursuant to applicable Tennessee state law and consistent with the requirements for an assignment pursuant to Section 16.

24. Legal, Tax and Other Advice. Grantor represents that it has consulted Grantor's attorney, accountant, and other appropriate experts for advice relating to this Easement and any potential tax benefits that may inure the Grantor in connection with this Easement. Grantor warrants, represents and agrees that the Conservancy has made no warranty or representation relating to 1) the value of the Easement Area or the methodology or techniques used or useful in ascertaining or appraising the value of the Easement Area (either before or after the granting of this Easement), 2) any entitlement to tax benefits by Grantor or the amount of any such benefits, or 3) whether the conveyance by Grantor of this Easement constitutes a "qualified conservation contribution" such as defined in Section 170(h) of the Code.

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

IN WITNESS WHEREOF Grantor and the Conservancy have executed this Easement as of the date first written above.



Terra Mountain Holdings, LLC

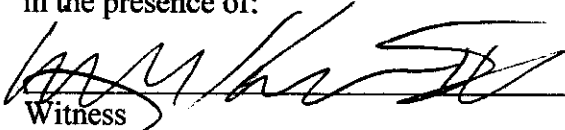
By its Manager, Terra Mountain Investments, LLC

By its Manager, Evrgreen Capital Administration, LLC

By its Manager, Matt Campbell

Grantor

Signed, sealed and delivered
in the presence of:



Witness

Notary Public

[AFFIX NOTARIAL SEAL & STAMP]



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

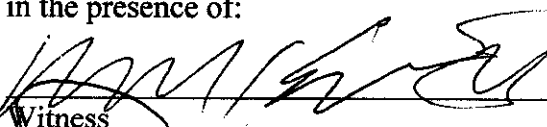
IN WITNESS WHEREOF Grantor and the Conservancy have executed this Easement as of the date first written above.


Atlantic Coast Conservancy, Inc.

By its Chief Executive Officer, Robert D. Keller, Ph.D

Conservancy

Signed, sealed and delivered
in the presence of:


Witness


Notary Public

[AFFIX NOTARIAL SEAL & STAMP]

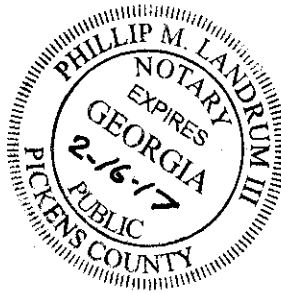


Exhibit "A"
Legal Description for Terra Mountain Holdings, LLC
(The Property)

TERRA MOUNTAIN HOLDINGS, LLC

LEGAL DESCRIPTION

TRACT NO.1

THIS TRACT IS INTENTIONALLY LEFT BLANK

CONVEYED AS PART OF THIS DEED IS:

TRACT NO. 2

BEING A PORTION OF THE PROPERTY KNOWN AS CUMBERLAND GARDENS RESORT, (FORMERLY RENEGADE RESORT), LOCATED IN THE FOURTH CIVIL DISTRICT OF CUMBERLAND COUNTY, TENNESSEE, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a steel stake in the West right-of-way of the Dogwood Road at the point where said right-of-way line crosses the northern property line of N. O. James as described in Deed Book 69, page 247;

Thence, South 87 degrees 42 minutes 49 seconds West, with the James line 1,535.16 feet to a stone corner;

Thence, South 03 degrees 19 minutes 40 seconds West, 1,181.92 feet to a steel stake at a fence corner;

Thence, North 55 degrees 11 minutes 00 seconds West, 797.13 feet to a steel stake at Big Sandy Creek;

Thence, North 66 degrees 26 minutes 18 seconds West, 98.26 feet to the center of Big Sandy Creek;

Thence, with the center of said Creek South 80 degrees 16 minutes 12 seconds West, 99.04 feet; Thence, North 56 degrees 07 minutes 58 second West, 215.04 feet;

Thence, North 55 degrees 53 minutes 08 seconds West, 101.10 feet;

Thence, North 12 degrees 50 minutes 50 seconds West, 175.13 feet;

Thence, North 53 degrees 09 minutes 56 seconds West, 186.54 feet;

Thence, North, 58 degrees 51 minutes 10 seconds West, 260.40 feet;

Thence, North 43 degrees 01 minutes 44 seconds West, 189.09 feet;

Thence, North 14 degrees 39 minutes 48 seconds West, 40.33 feet;

Thence, North 51 degrees 11 minutes 15 seconds West, 101.11 feet;

Thence, North 66 degrees 16 minutes 24 seconds West, 92.05 feet;
 Thence, North 05 degrees 54 minutes 35 seconds West, 201.71 feet;
 Thence, North 44 degrees 36 minutes 30 seconds East, 133.78 feet;
 Thence, North 02 degrees 16 minutes 27 seconds East, 201.49 feet;
 Thence, North 14 degrees 26 minutes 38 seconds East, 59.32 feet;
 Thence, North 14 degrees 49 minutes 42 seconds West, 172.64 feet;
 Thence, North 00 degrees 02 minutes 29 seconds East, 128.79 feet;
 Thence, North 45 degrees 30 minutes 04 seconds West, 229.54 feet;
 Thence, North 77 degrees 14 minutes 48 seconds West, 174.34 feet;
 Thence, South 88 degrees 57 minutes 26 seconds West, 245.90 feet;
 Thence, South 63 degrees 46 minutes 20 seconds West, 58.61 feet;
 Thence, North 20 degrees 01 minutes 37 seconds West, 247.67 feet;
 Thence, North 28 degrees 52 minutes 54 seconds East, 164.48 feet;
 Thence, North 41 degrees 36 minutes 33 seconds East, 157.07 feet;
 Thence, North 16 degrees 11 minutes 04 seconds East, 185.56 feet;
 Thence, North 03 degrees 16 minutes 00 seconds East, 178.29 feet;
 Thence, North 19 degrees 10 minutes 10 seconds East, 125.59 feet;
 Thence, North 09 degrees 58 minutes 15 seconds East, 95.59 feet;
 Thence, North 19 degrees 25 minutes 06 seconds East, 66.30 feet;
 Thence, North 18 degrees 32 minutes 31 seconds West, 226.73 feet;
 Thence, North 27 degrees 08 minutes 14 seconds East, 102.83 feet;
 Thence, North 37 degrees 21 minutes 47 seconds East, 146.19 feet;
 Thence, North 30 degrees 52 minutes 34 seconds East, 110.98 feet;
 Thence, North 05 degrees 15 minutes 09 seconds East, 38.67 feet;
 Thence, North 47 degrees 51 minutes 34 seconds East, 223.03-feet;
 Thence, North 43 degrees 21 minutes 30 seconds East, 77.31 feet to a steel stake;
 Thence, North 82 degrees 00 minutes 35 seconds East, 1,207.66 feet to a stone corner;
 Thence, North 08 degrees 13 minutes 58 seconds West, 274.96 feet to a corner;
 Thence, North 76 degrees 11 minutes 02 seconds East, 1,958.51 feet to a stone corner;
 Thence, North 75 degrees 35 minutes 53 seconds East, 245.23 feet to a stake in the center line of Little Sandy Creek;
 Thence, with said center line South 52 degrees 34 minutes 41 seconds East, 90.18 feet;
 Thence, South 15 degrees 25 minutes 39 seconds East, 80.11 feet;
 Thence, South 34 degrees 22 minutes 30 seconds East, 86.24 feet;
 Thence, South 73 degrees 48 minutes 12 seconds East, 85.24 feet;
 Thence, South 54 degrees 20 minutes 51 seconds East, 91.87 feet;
 Thence, South 20 degrees 58 minutes 58 seconds East, 89.08 feet;
 Thence, South 24 degrees 46 minutes 19 seconds East, 83.51 feet;
 Thence, South 42 degrees 43 minutes 04 seconds East, 117.76 feet;
 Thence, South 15 degrees 40 minutes 48 seconds East, 189.04 feet;
 Thence, South 06 degrees 40 minutes 49 seconds East, 96.54 feet;
 Thence, South 11 degrees 32 minutes 21 seconds West, 96.70 feet;
 Thence, South 09 degrees 31 minutes 35 seconds West, 143.66 feet;
 Thence, South 03 degrees 59 minutes 19 seconds West, 110.09 feet;
 Thence, South 34 degrees 02 minutes 17 seconds East, 87.33 feet;
 Thence, South 28 degrees 37 minutes 03 seconds West, 104.57 feet;
 Thence, South 51 degrees 23 minutes 13 seconds West, 111.84 feet;

Thence, South 31 degrees 07 minutes 29 seconds West, 57.24 feet;
Thence, South 03 degrees 13 minutes 59 seconds West, 85.95 feet;
Thence, South 10 degrees 37 minutes 56 seconds East, 101.45 feet;
Thence, South 07 degrees 51 minutes 26 seconds East, 113.87 feet to a stone corner with large Pine pointer;
Thence, South 64 degrees 43 minutes 46 seconds East, 1,524.75 feet to a steel stake at a Pine tree;
Thence, South 55 degrees 46 minutes 49 seconds East, 24.72 feet to the center of Dogwood Road;
Thence, with the center of said road South 43 degrees 01 minutes 32 seconds West, 1,247.27 feet;
Thence, South 40 degrees 58 minutes 26 seconds West, 419.39 feet;
Thence, South 45 degrees 08 minutes 30 seconds West, 671.05 feet;
Thence, North 46 degrees 34 minutes 21 seconds West, 25.27 feet to the point of BEGINNING.
Containing 385.37 acres, more or less, as shown by the above mentioned survey. Map 177, Parcel 12.00.

ALSO CONVEYED AS PART OF THIS DEED IS:

TRACT NO. 3

BEING A PORTION OF THE PROPERTY KNOWN AS CUMBERLAND GARDENS RESORT, (FORMERLY RENEGADE RESORT), LOCATED IN THE FOURTH CIVIL DISTRICT OF CUMBERLAND COUNTY, TENNESSEE, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a point in the South R.O.W. of U.S. Highway 70, said point being a corner of the Raymond Godsey property, said point having Pre 1983 Tennessee State Coordinates of North 549,687.99 East, 2,339,655.90;
Thence, with said R.O.W. South 49 degrees 07 minutes 19 seconds East, 170.37 feet;
Thence, leaving said R.O.W. and with a line of the Mackie tract South 17 degrees 03 minutes 32 seconds West, 270.90 feet to a metal pin;
Thence, with a line of the Mackie tract South 17 degrees 03 minutes 31 seconds West, 80.00 feet to a metal pin;
Thence, with a line of the Mackie tract South 74 degrees 18 minutes 51 seconds East, 468.14 feet to a painted rock;
Thence, with a line of the Mackie tract North 13 degrees 44 minutes 17 seconds East, 45.12 feet to the South R.O.W. of U.S. Highway 70;
Thence, with said R.O.W. South 57 degrees 11 minutes 42 seconds East, 468.61 feet to the P.C. of a curve with a radius of 987.00 feet, an arc of 90.14 feet to the P.T. of said curve;
Thence, continuing with said R.O.W. South 62 degrees 25 minutes 40 seconds East, 532.65 feet to a point;
Thence, continuing with said R.O.W. South 68 degrees 27 minutes 02 seconds East, 268.89 feet to a point;

Thence, continuing with said R.O.W. 94.84 feet along a curve to the left having a radius of 613.00 feet and having a chord bearing of South 72 degrees 52 minutes 58 seconds East,, and a chord distance of 94.75 feet to a point;

Thence, continuing with said R.O.W. South 21 degrees 32 minutes 58 seconds East, 42.32 feet to a point;

Thence, continuing with said R.O.W. South 68 degrees 27 minutes 02 seconds East, 137.50 feet to a point;

Thence, continuing with said R.O.W. 329.32 feet along a curve to the right having a radius of 743.60 feet and a chord bearing of South 55 degrees 45 minutes 47 seconds East, and a chord distance of 326.64 feet to a point;

Thence, continuing with said R.O.W. North 46 degrees 27 minutes 28 seconds East, 25.00 feet to a point;

Thence, continuing with said R.O.W. 194.43 feet along a curve to the right having a radius of 768.60 feet and a chord bearing of South 35 degrees 49 minutes 43 seconds East, and a chord distance of 193.91 feet to a point;

Thence, continuing with said R.O.W. 268.17 feet along a curve to the left having a radius of 746.30 feet and a chord bearing of South 20 degrees 49 minutes 11 seconds East, and a chord distance of 266.73 feet to a point;

Thence, continuing with said R.O.W. South 19 degrees 50 minutes 26 seconds East, 44.66 feet to a point;

Thence, continuing with said R.O.W. South 34 degrees 26 minutes 02 seconds East, 209.70 feet to a point;

Thence, continuing with said R.O.W. 395.93 feet along a curve to the left having a radius of 1,950.00 feet and a chord bearing of South 40 degrees 15 minutes 02 seconds East, and a chord distance of 395.25 feet to a point;

Thence, continuing with said R.O.W. South 46 degrees 04 minutes 02 seconds East, 61.89 feet to a point;

Thence, continuing with said R.O.W. South 43 degrees 55 minutes 58 seconds West, 15.00 feet to a point;

Thence, continuing with said R.O.W. South 46 degrees 04 minutes 02 seconds East, 30.06 feet to a point;

Thence, with said R.O.W. South 42 degrees 59 minutes 01 seconds East, 1,024.71 feet to the P.C. of a curve with a radius of 1,058.80 feet, an arc of 488.97 feet to the P.T. of said curve;

Thence, continuing with said R.O.W. South 69 degrees 26 minutes 38 seconds East, 622.33 feet to the P.C. of a curve with a radius of 574.40 feet, an arc of 136.50 feet to the P.T. of said curve;

Thence, continuing with said R.O.W. South 55 degrees 49 minutes 39 seconds East, 363.36 feet to the P.C. of a curve with a radius of 520.70 feet, an arc of 427.78 feet to the P.T. of said curve;

Thence, continuing with said R.O.W. North 77 degrees 06 minutes 05 seconds East, 42.63 feet to the P.C. of a curve with a radius of 1,250.00 feet and arc of 778.84 feet to the P.T. of said curve;

Thence, continuing with said R.O.W. South 67 degrees 11 minutes 56 seconds East, 865.25 feet to the P.C. of a curve with the radius of 1,809.00 feet, an arc of 854.36 feet to the P.T. of said curve;

Thence, continuing with said R.O.W. North 85 degrees 44 minutes 28 seconds East,

406.22 feet to the P.C. of a curve with radius of 268.10 feet, an arc of 193.32 feet to the P.T. of said curve;
 Thence, continuing with said R.O.W. South 52 degrees 56 minutes 37 seconds East, 3.79 feet to the P.C. of a curve with a radius of 1,900.00 feet, an arc of 402.73 feet to the P.T. of said curve;
 Thence, continuing with said R.O.W. South 65 degrees 05 minutes 17 seconds East, 623.34 feet;
 Thence, leaving said R.O.W. and with a line of the T. J. Kemmer tract South 36 degrees 43 minutes 43 seconds West, 601.16 feet to a metal pin;
 Thence, continuing with a line of the Kemmer tract South 61 degrees 52 minutes 45 seconds East, 826.84 feet to a point in the Southwest R.O.W. of U.S. Highway 70;
 Thence, with said R.O.W. an arc of 640.95 feet to the P.T. of a curve;

 Thence, continuing with said R.O.W. South 71 degrees 04 minutes 01 seconds East, 107.22 feet to the P.C. of a curve with a radius of 2,955.00 feet, an arc of 830.38 feet to the P.T. of said curve;
 Thence, continuing with said R.O.W. South 87 degrees 10 minutes 03 seconds East, 65.86 feet;
 Thence, leaving said R.O.W. and with a line of the T. J. Kemmer tract South 61 degrees 52 minutes 45 seconds East, 904.59 feet to a point in the center of Fall Creek;
 Thence, with said creek South 27 degrees 03 minutes 44 seconds East, 143.79 feet;
 Thence, continuing with said creek South 03 degrees 33 minutes 08 seconds West, 126.05 feet;
 Thence, continuing with said creek South 15 degrees 58 minutes 38 seconds East, 132.67 feet;
 Thence, continuing with said creek South 51 degrees 41 minutes 41 seconds East, 100.68 feet;
 Thence, continuing with said creek South 42 degrees 51 minutes 02 seconds East, 207.97 feet;
 Thence, continuing with said creek South 19 degrees 21 minutes 08 seconds East, 111.59 feet;
 Thence, with said creek South 38 degrees 23 minutes 29 seconds East, 151.08 feet;
 Thence, continuing with said creek South 65 degrees 49 minutes 07 seconds East, 197.52 feet;
 Thence, continuing with said creek North 87 degrees 38 minutes 11 seconds East, 100.38 feet;
 Thence, continuing with said creek North 78 degrees 55 minutes 09 seconds East, 90.69 feet;
 Thence, continuing with said creek South 50 degrees 06 minutes 16 seconds East, 223.23 feet;
 Thence, continuing with said creek South 81 degrees 45 minutes 38 seconds East, 69.08 feet;
 Thence, continuing with said creek North 78 degrees 31 minutes 19 seconds East, 113.72 feet;
 Thence, continuing with said creek South 88 degrees 32 minutes 39 seconds East, 165.34 feet;
 Thence, continuing with said creek South 76 degrees 32 minutes 19 seconds East, 168.43

feet;
 Thence, continuing with said creek South 67 degrees 33 minutes 33 seconds East, 168.57 feet;
 Thence, continuing with said creek South 61 degrees 42 minutes 32 seconds East, 153.68 feet;
 Thence, continuing with said creek South 47 degrees 03 minutes 37 seconds East, 92.03 feet;
 Thence, continuing with said creek South 40 degrees 46 minutes-41 seconds East, 321.66 feet;
 Thence, leaving said creek and with a line of the Glin Gibbons tract South 45 degrees 43 minutes 10 seconds West, 66.98 feet to a Pine tree on the West, side of a gravel road;
 Thence, continuing with said Gibbons line South 45 degrees 43 minutes 14 seconds West, 279.96 feet to a fence post;
 Thence, continuing with said Gibbons line North 61 degrees 59 minutes 35 seconds West, 462.11 feet to a Hickory tree, a common corner of the Gibbons, Ratliff, and Renegade tracts;
 Thence, with a line of the Ratliff tract, South 85 degrees 56 minutes 58 seconds West, 19,547.38 feet to a metal stake and painted rock, being a corner of the Methodist Church property;
 Thence, with a painted line of the Methodist Church property North 06 degrees 08 minutes 26 seconds West, 485.18 feet to a metal pin, being a common corner of the Methodist Church, Wald Highland Farms, Inc. and Renegade tracts;
 Thence, with a painted line of the Wald Highland Farms, Inc. tract North 59 degrees 53 minutes 16 seconds East, 160.83 feet to a painted rock;
 Thence, North 00 degrees 38 minutes 37 seconds East, 2,925.94 feet to a new metal pin in a chestnut stump;
 Thence, South 70 degrees 27 minutes 44 seconds West, 1,315.96 feet to a new metal pin;
 Thence, North 38 degrees 43 minutes 51 seconds West, 1,537.15 feet to a 24 inch white oak;
 Thence, North 38 degrees 35 minutes 23 seconds West, 147.12 feet to a new stone;
 Thence, North 16 degrees 01 minutes 51 seconds West, 253.69 feet to a new metal pin;

 Thence, North 11 degrees 44 minutes 41 seconds West, 1,137.70 to a metal pin in a popular stump;
 Thence, North 26 degrees 36 minutes 54 seconds West, 2.11 feet to a set stone;
 Thence, North 39 degrees 44 minutes 54 seconds East, 753.26 feet to a set stone;
 Thence, North 58 degrees 18 minutes 36 seconds East, 223.69 feet to a 32 inch white oak;
 Thence, North 45 degrees 11 minutes 11 seconds East, 642.61 feet to a 36 inch twin white oak;
 Thence, South 50 degrees 38 minutes 45 seconds East, 937.49 feet to a rock corner with two oak and one hickory pointers;
 Thence, with a line of the Dallas Peavyhouse tract North 40 degrees 56 minutes 01 seconds East, 711.57 feet to a fence post;
 Thence, continuing with said Peavyhouse line North 38 degrees 49 minutes 43 seconds West, 967.71 feet to an Oak corner, said corner being a common corner of the Peavyhouse, Kemmer, and Renegade tracts;
 Thence, with a painted line of the T. J. Kemmer tract North 26 degrees 44 minutes 56

seconds East, 1,256.27 feet to a rock pile with Oak and Hickory pointers;
 Thence, continuing with said Kemmer line North 70 degrees 41 minutes 13 seconds East, 3,642.46 feet to a dead Oak, said oak being a common corner of the Kemmer, Mullinax, and Renegade tracts;
 Thence, with a line of the Clyde Mullinax tract North 43 degrees 50 minutes 54 seconds East, 150.96 feet to a large flat rock, said rock being a common corner of the Mullinax, Oberg, and Renegade tracts;
 Thence, with a line of the Oberg tract South 20 degrees 52 minutes 22 seconds East, 322.40 feet to a rock;
 Thence, continuing with said Oberg line North 68 degrees 43 minutes 35 seconds East, 495.83 feet to a fence corner, said fence corner being a common corner of the Oberg, Burden, and Renegade tracts;
 Thence, with a line of the Cecil Burden tract South 26 degrees 37 minutes 49 seconds East, 136.03 feet to a rock pile;
 Thence, continuing with a line of the Burden Tract South 41 degrees 37 minutes 49 seconds East, 283.41 feet to a rock, being a common corner of the Burden, Godsey, and Renegade tracts;
 Thence, with a line of the Frank Godsey tract South 39 degrees 20 minutes 38 seconds East, 1,150.39 feet to a rock;
 Thence, continuing with a line of the F. Godsey tract North 36 degrees 32 minutes 46 seconds East, 1,011.89 feet to a rock with three oak pointers, said rock being a common corner of the F. Godsey, R. Godsey, and Renegade tracts;
 Thence, with a line of the Raymond Godsey tract South 69 degrees 25 minutes 47 seconds East, 433.94 feet to a painted rock with Dogwood and Sourwood pointers;
 Thence, continuing with a line of the R. Godsey tract North 34 degrees 33 minutes 51 seconds East, 773.16 feet to the POINT of BEGINNING. Containing 2942.10 acres more, or less, as per a survey by Mid-State Surveying, Crossville, Tennessee. Map 142, parcel 31.00.

Also conveyed as a part of Tract No. 3 are:

All rights the grantor has in an exclusive, permanent and perpetual easement as described in the Easement Deed from Robert A. Renaud and wife, Erma L. Renaud, to Cumberland Gardens Acquisition Corporation, dated July 9, 1992, of record in Deed Book 434, pages 792-793, Register's Office, Cumberland County, Tennessee.

Also included as a part of Tract No. 3 is a 50 foot wide right-of-way easement lying within the bounds of Exclusion No. 4; for the purpose of ingress and egress and utilities and which is described as follows:

BEGINNING at a point in the North right-of-way line of Mountainwood Road, formerly Hush Head, said point being 125.02 feet West, of an iron pin, the intersection of Mountainwood Road and Elmwood Drive, formerly Moy Toy; Thence, North 87 degrees 15 minutes 44 seconds West, 62.28 feet to an iron pin set;
 Thence, North 63 degrees 39 minutes 43 seconds East, 2.16 feet to an iron pin set;
 Thence, North 37 degrees 51 minutes 42 seconds East, 289.65 feet to an iron pin set;
 Thence, 128.15 feet along a curve to the right having a radius of 564.80 feet and a chord bearing of North 44 degrees 21 minutes 44 seconds East, and a chord distance of 127.87 feet to an iron pin set;

Thence, North 50 degrees 51 minutes 42 seconds East, 65.00 feet to an iron pin set;
Thence, 70.22 feet along a curve to the left having a radius of 174.94 feet and a chord bearing of North 39 degrees 21 minutes 44 seconds East, and a chord distance of 69.75 feet to an iron pin set;
Thence, North 27 degrees 51 minutes 42 seconds East, 214.69 feet to an iron pin set;
Thence, South 62 degrees 08 minutes 18 seconds East, 50.00 feet to an existing iron pin;
Thence, South 27 degrees 51 minutes 43 seconds West, 134.86 feet to an existing iron pin;
Thence, South 27 degrees 51 minutes 27 seconds West, 79.83 feet to an iron pin set;
Thence, 90.30 feet along a curve to the right having a radius of 224.94 feet and a chord bearing of South 39 degrees 21 minutes 43 seconds West, and a chord distance of 89.69 feet to an iron pin set;
Thence, South 50 degrees 51 minutes 42 seconds West, 65.00 feet to an iron pin set;
Thence, 116.81 feet along a curve to the left having a radius of 514.80 feet and a chord bearing of South 44 degrees 21 minutes 44 seconds West, and a chord distance of 116.55 feet to an iron pin set;
Thence, South 37 degrees 51 minutes 42 seconds West, 255.76 feet to the point of beginning. Containing 0.87 acres, more or less.

HOWEVER, THERE IS EXCLUDED FROM THE FOREGOING DESCRIPTION OF TRACT NO. 3 AND NOT HEREIN CONVEYED AS A PART OF THIS DEED THE FOLLOWING TRACTS OR EXCLUSIONS:

EXCLUSION NO. 1: PARCELS T-4 AND T-6

Being a tract of land in two parcels located in Cumberland Gardens Resort and lying northwest of Block 8 of Cumberland Gardens Resort, formerly Renegade Resort, and being more particularly described as follows:

Parcel T-6:

*BEGINNING at a point being an existing metal conduit being North 42 degrees 46 minutes 43 seconds West, 47.66 feet from an existing iron pin located at the northerly most point of Lot 227 of said Block 8 located on the southerly right-of-way at the Westerly end of an unnamed road, said point of beginning having Cumberland Gardens Control Grid coordinates of North 547,478.05 and East 2,335,599.35, said coordinates representing Tennessee State Grid adjusted to project datum elevation;
Thence, South 79 degrees 26 minutes 35 seconds West, 664.56 feet to an existing metal conduit;
Thence, North 10 degrees 37 minutes 11 seconds West, 300.06 feet to an existing metal conduit common with Parcel T-4;
Thence, North 79 degrees 27 minutes 57 seconds East, 660.46 feet along the common line with Parcel T-4 to an existing metal conduit;
Thence, South 11 degrees 24 minutes 16 seconds East, 299.83 feet to the Point of Beginning. Containing 198,706 square feet or 4.562 acres, more or less.*

Parcel T-4:

BEGINNING at an existing metal conduit being common with the Northeasterly corner of Parcel T-6; Thence, South 79 degrees 27 minutes 57 seconds West, 660.46 along the common line of Parcel T-6 feet to an existing metal conduit;
Thence, North 14 degrees 22 minutes 42 seconds East, 558.66 feet to an existing metal conduit;
Thence, South 69 degrees 47 minutes 15 seconds East, 558.39 feet to an existing metal conduit;
Thence, South 45 degrees 27 minutes 09 seconds West, 100.00 feet to a nail in a stump;
Thence, South 11 degrees 25 minutes 22 seconds East, 149.95 feet to the Point of Beginning. Containing 225,207 square feet or 5.170 acres, more or less. Map 141, Parcel 54.

EXCLUSION NO. 2: WOODRIDGE CONDOMINIUMS

Being a tract of land located within the bounds of Cumberland Gardens Resort, formerly Renegade Resort, and lying on the Easterly side of Mountain Laurel Parkway, formerly Renegade Trail, near the Northerly bounds of Block 8 of Cumberland Gardens, and being more particularly described as follows:

BEGINNING at a set iron pin with cap located at the Northwest, corner of the property and on the Easterly right-of-way of Mountain Laurel Parkway and being 236.70 feet North from a point on the Easterly right-of-way of Mountain Laurel Parkway and perpendicular from the common corner of Lots No. 227 and 228 of Block 8 on the Westerly right-of-way of Mountain Laurel Parkway as measured along the tangent and arc of the Easterly right-of-way of Mountain Laurel Parkway;
Thence, North 74 degrees 10 minutes 37 seconds East, 103.96 feet leaving the Easterly right-of-way of Mountain Laurel Parkway to a set iron pin with cap;
Thence, South 43 degrees 05 minutes 20 seconds East, 57.01 feet to a set iron pin with cap; Thence, South 14 degrees 21 minutes 38 seconds East, 485.02 feet to a set iron pin with cap; Thence, South 07 degrees 24 minutes 42 seconds East, 208.24 feet to a set iron pin with cap; Thence, South 73 degrees 14 minutes 32 seconds West, 89.10 feet to a set iron pin with cap; Thence, 39.27 feet along a curve to the left having a radius of 25 feet and chord bearing of South 28 degrees 14 minutes 32 seconds West, and a chord distance of 35.35 feet to a set iron pin;
Thence, along the Easterly right-of-way of Mountain Laurel Parkway the following bearings and distances: North 16 degrees 45 minutes 28 seconds West, 294.17 feet to a set iron pin and cap;
Thence, 92.93 feet along a curve to the right having a radius of 1,884.42 feet and a chord bearing of North 15 degrees 21 minutes 00 seconds West, and a chord distance of 92.92 feet to a set iron pin with cap;
Thence, North 13 degrees 46 minutes 01 seconds West, 221.61 feet to a set iron pin with cap; Thence, 161.76 feet along a curve to the right having a radius of 776.92 feet and a chord bearing of North 07 degrees 48 minutes 09 seconds West, and a chord distance of 161.46 feet to the point of Beginning. Containing 106,140 square feet or 2.437 acres,

more or less. Map 141-L, Group B, Parcels 1, 2, and 3.

EXCLUSION NO. 3: LAUREL HILLS

Being two parcels of land located within the bounds of Cumberland Gardens, formerly Renegade Resort, and being bounded on the: Northeast, by Mountain Laurel Parkway (formerly Blackfoot Trail), and on the West, by Hickory Drive (formerly Big Pine), and on the East, by Crabapple Drive (formerly Cimarron Way), and on the South by Block 9 of Cumberland Gardens Resort, and being more particularly described as follows:

Parcel No. 1:

BEGINNING at a set iron pin located on the Southwesterly right-of-way of Mountain Laurel Parkway, and being the common corner of Parcels 1 and 2, and being South 61 degrees 24 minutes 32 seconds East, 190.14 feet from the point of curvature of the intersection of the Southwesterly right-of-way of Mountain Laurel Parkway and the Southeasterly right-of-way of Hickory Drive; Thence, South 28 degrees 35 minutes 29 seconds West, 86.0 feet along the common line of Parcels 1 and 2 to a set iron pin; Thence, North 61 degrees 24 minutes 32 seconds West, 60.13 feet along the common line of Parcels 1 and 2 to a set iron pin; Thence, South 28 degrees 40 minutes 49 seconds West, 39.14 feet along the common line of Parcels 1 and 2 to an existing iron pin; Thence, South 39 degrees 50 minutes 39 seconds East, 201.54 feet along the common line of Parcels 1 and 2 to an existing iron pin, being a common corner with Block 9 of Cumberland Gardens Resort; Thence, South 28 degrees 09 minutes 27 seconds East, 14.12 feet along the common line of Block 9 of Cumberland Gardens Resort to an existing iron pin; Thence, South 52 degrees 41 minutes 59 seconds West, 180.92 feet along the common line of Block 9 of Cumberland Gardens Resort to an existing iron pin on the Easterly right-of-way of Hickory Drive; Thence, along the Easterly right-of-way of Hickory Drive the following bearings and distances: 14.96 feet along a curve to the left having a radius of 202.24 feet and a chord bearing of North 33 degrees 30 minutes 51 seconds West, and a chord distance of 14.96 feet to an existing iron pin; Thence, North 35 degrees 38 minutes 02 seconds West, 186.96 feet to an existing iron pin; Thence, 115.69 feet along a curve to the right having a radius of 124.15 feet and a chord bearing of North 08 degrees 56 minutes 17 seconds West, and a chord distance of 111.55 feet to a set iron pin; Thence, North 17 degrees 45 minutes 29 seconds East, 154.0 feet to a set iron pin; Thence, 19.20 feet along a curve to the right having a radius of 101.55 feet and a chord bearing of North 23 degrees 10 minutes 29 seconds East, and a chord distance of 19.17 feet to a set iron pin at the point of curvature of the intersection of the Southwesterly right-of-way of Mountain Laurel Parkway and the Southeasterly right-of-way of Hickory Drive; Thence, 39.27 feet along a curve to the right having a radius of 25.0 feet and a chord bearing of North 73 degrees 35 minutes 29 seconds East, and a chord distance of 35.36

*feet to a set iron pin on the Southeasterly right-of-way of Mountain Laurel Parkway;
Thence, South 61 degrees 24 minutes 32 seconds East, 190.14 feet along the
Southwesterly right-of-way of Mountain Laurel Parkway to the point of beginning.
Containing 72,600 square feet or 1.666 acres, more or less.*

Parcel No. 2:

*BEGINNING at a set iron pin located on the Southwesterly right-of-way of Mountain Laurel Parkway and being the common corner of Parcels 1 and 2 and being South 61 degrees 24 minutes 32 seconds East, 190.14 feet from the point of curvature of the intersection of the Southwesterly right-of-way of Mountain Laurel Parkway and the Southeasterly right-of-way of Hickory Drive;
Thence, South 61 degrees 24 minutes 32 seconds East, 19.86 feet along the Southwesterly right-of-way of Mountain Laurel Parkway to a set iron pin;
Thence, 160.39 feet along a curve to the left along the Southwesterly right-of-way of Mountain Laurel Parkway having a radius of 225.04 feet and a chord bearing of South 81 degrees 49 minutes 36 seconds East, and a chord distance of 157.02 feet to a set iron pin at the point of curvature of the intersection of the Southerly right-of-way of Mountain Laurel Parkway and the Westerly right-of-way of Crabapple Drive;
Thence, 34.20 feet along a curve to the right having a radius of 25.0 feet and a chord bearing of South 63 degrees 03 minutes 00 seconds East, and chord distance of 31.60 feet to set iron pin on the Westerly right-of-way of Crabapple Drive;
Thence, South 23 degrees 51 minutes 19 seconds East, 106.95 feet along the Westerly right-of-way of Crabapple Drive to an existing iron pin being a common corner with Block 9 of Cumberland Gardens Resort;
Thence, South 68 degrees 02 minutes 55 seconds West, 245.71 feet along the common line of Block 9 of Cumberland Gardens Resort to an existing iron pin being a common corner with Parcel 1;
Thence, along the common line of Parcels 1 and 2 the following bearings and distances:
North 39 degrees 50 minutes 39 seconds West, 201.54 feet to an existing iron pin;
Thence, North 28 degrees 40 minutes 49 seconds East, 39.14 feet to a set-iron pin;
Thence, South 61 degrees 24 minutes 32 seconds East, 60.13 feet to a set iron pin;
Thence, North 28 degrees 35 minutes 29 seconds East, 86.0 feet to the point of beginning.
Containing 47,881 square feet or 1.099 acres, more or less.*

Map 154-F, Group A, Parcel 14

EXCLUSION NO. 4: CUMBERLAND POINT

Being a parcel of land located on the Northerly margin of Mountainwood Road, formerly Bush Head Road, in Cumberland Gardens Resort, formerly Renegade Resort, said parcel being all of the Cumberland Point plat and being more particularly described as follows:

*BEGINNING at an iron pill set located at the intersection of the Northerly margin of Mountainwood Road and the Northwesterly margin of Elmwood Drive, formerly Moy Toy Road;
Thence, North 46 degrees 50 minutes 17 seconds West, 125.02 feet along the Northerly*

margin of Mountainwood Road to a set iron pin;
 Thence, North 87 degrees 15 minutes 44 seconds West, 62.28 feet to an iron pin set;
 Thence, North 59 degrees 06 minutes 16 seconds West, 138.13 feet to an iron pin set;
 Thence, North 09 degrees 32 minutes 38 seconds West, 171.07 feet to an iron pin set;
 Thence, North 45 degrees 02 minutes 27 seconds East, 256.93 feet to an iron pin set;
 Thence, North 62 degrees 50 minutes 16 seconds East, 208.64 feet to an iron pin set;
 Thence, North 01 degrees 28 minutes 53 seconds East, 111.91 feet to an iron pin set;
 Thence, North 12 degrees 46 minutes 33 seconds West, 292.19 feet to an iron pin set;
 Thence, North 62 degrees 14 minutes 53 seconds East, 434.05 feet to an iron pin set;
 Thence, South 88 degrees 59 minutes 01 seconds East, 179.28 feet to an iron pin set;
 Thence, South 64 degrees 05 minutes 03 seconds East, 238.09 feet to an iron pin set;
 Thence, South 30 degrees 20 minutes 04 seconds East, 230.03 feet to an iron pin set;
 Thence, South 36 degrees 18 minutes 18 seconds West, 293.79 feet to an iron pin set;
 Thence, South 53 degrees 18 minutes 54 seconds West, 274.28 feet to an existing iron pin;
 Thence, North 40 degrees 54 minutes 22 seconds West, 229.53 feet to an existing iron pin;
 Thence, South 27 degrees 51 minutes 42 seconds West, 134.86 feet to an existing iron pin;
 Thence, South 43 degrees 02 minutes 16 seconds East, 190.23 feet to an existing iron pin;
 Thence, South 27 degrees 38 minutes 14 seconds West, 140.86 feet to an iron pin set;
 Thence, South 61 degrees 54 minutes 32 seconds West, 119.48 feet to an iron pin set;
 Thence, South 47 degrees 17 minutes 34 seconds West, 341.52 feet to the point of beginning. Containing 689,906 square feet or 15.84 acres, more or less. Map 142-I, Group C, Parcel 3.

EXCLUSION NO. 5: BLOCK 14

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, being more particularly described as follows:
 Beginning at a newly set 1/2" rebar with cap located on the Southeast corner of lot 251 of block 8 of Renegade Resort as recorded in Plat Book 2, Page 90, as revised in Plat Book 9, Page 191, at the Cumberland County Register of Deeds;
 Thence N 04°12'48" W along the east line of said lot 251, 238.92 feet to a found 3/8" rebar at the northeast corner of said lot 251;
 Thence N 68°15'30" W, 97.37 feet;
 Thence continue N 68°15'30" W, 59.91 feet to a newly set 1/2" rebar with cap on a circular curve to the right having a radius of 330.00 feet, a chord bearing of N 31° 46'10" E and a chord distance of 115.30 feet;
 Thence along the arc of said circular curve 115.90 feet to a newly set 1/2" rebar with cap on the point of reverse curvature of a circular curve to the left, having a radius of 320.00 feet, a chord bearing of N 25°19'27" E and a chord distance of 181.84 feet;
 Thence along the arc of said circular curve 184.38 feet to a newly set 1/2" rebar with cap;
 Thence N 08°49'04" E, 87.22 feet to the point of curvature of a circular curve to the

right, having a radius of 230.00 feet, a chord bearing of N 46°14'47" E and a chord distance of 279.57 feet;
 Thence along the arc of said circular curve 300.49 feet to a newly set 1/2" rebar with cap;
 Thence N 83°40'29" E, 48.39 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the left, having a radius of 120.00 feet, a chord bearing of N 59°47'28" E and a chord distance of 97.17 feet;
 Thence along the arc of said circular curve 100.04 feet to a newly set 1/2" rebar with cap;
 Thence N 35°55'36" E, 34.16 feet to a newly set 1/2" rebar with cap;
 Thence S 60°05'21" E, 60.32 feet to a newly set 1/2" rebar with cap;
 Thence S 60°05'33" E, 153.70 feet to a newly set 1/2" rebar with cap;
 Thence S 12°27'56" W, 298.06 feet to a newly set 1/2" rebar with cap;
 Thence S 26°38'59" W, 203.99 feet to a newly set 1/2" rebar with cap;
 Thence S 28°15'53" E, 89.07 feet to a newly set 1/2" rebar with cap;
 Thence S 07°31'40" W, 309.51 feet to a newly set 1/2" rebar with cap;
 Thence N 68°32'14" W, 122.70 feet to a newly set 1/2" rebar with cap;
 Thence N 16°36'03" W, 68.63 feet to a newly set 1/2" rebar with cap;
 Thence N 50°30'33" W, 107.94 feet to a newly set 1/2" rebar with cap on a point on a circular curve to the right, having a radius of 315.00 feet, a chord bearing of S 45°15'47" W and a chord distance of 63.35 feet;
 Thence along the arc of said circular curve 63.46 feet to a newly set 1/2" rebar with cap;
 Thence S 51°02'02" W, 143.25 feet to the point of Beginning of the herein described Parcel. Containing 8.809 acres more or less. Tax Map 142, Parcel No. Portion 31.

AND SUBJECT TO

A 60.00 foot wide Right of Way dedication along the Northwesternly boundary.

EXCLUSION NO. 6: POD K [Eagles Nest]:

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, being more particularly described as follows:

Begin at the Northwest corner of Lot 328 Block 9, as recorded in Plat Book 3, Page 51-52, at the Cumberland County Register of Deeds, Cumberland County, Tennessee.
 Thence N 28d34"24" E, 159.93 feet;
 Thence N 61d08'17" W, 200.00 feet;
 Thence N 40d31'01" E, 966.40 feet;
 Thence N 54d53'24" E, 1781.38 feet;
 Thence S 75d56'13" E, 478.95 feet to the point of curvature of a circular curve to the Left, having a radius of 825.00 feet, a chord bearing of S 84d40'33" E and a chord distance of 250.68 feet;
 Thence along the arc of said circular curve 251.66 feet;
 Thence N 86d35'08" E, 251.95 feet to the point of curvature of a circular curve to the

Right, having a radius of 175.00 feet, a chord bearing of S 74d47'09" E and a chord distance of 111.80 feet;
 Thence along the arc of said circular curve 113.80 feet;
 Thence S 56d09'26" E, 45.52 feet to the point of curvature of a circular curve to the Right, having a radius of 50.00 feet, a chord bearing of S 02d17'36" W and a chord distance of 85.22 feet;
 Thence along the arc of said circular curve 102.02 feet;
 Thence S 60d44'37" W, 106.25 feet to the point of curvature of a circular curve to the Left, having a radius of 1075.00 feet, a chord bearing of S 47d41'17" W and a chord distance of 485.68 feet;
 Thence along the arc of said circular curve 489.91 feet;
 Thence S 34d37'57" W, 189.82 feet to the point of curvature of a circular curve to the Left, having a radius of 1075.00 feet, a chord bearing of S 40d56'32" W and a chord distance of 236.29 feet;
 Thence along the arc of said circular curve 236.77 feet;
 Thence S 13d23'05" W, 57.72 feet to the point of curvature of a circular curve to the Left, having a radius of 200.00 feet, a chord bearing of S 40°04'15" E and a chord distance of 321.36 feet;
 Thence along the arc of said circular curve 373.19 feet;
 Thence N 86d28'24" E, 450.98 feet to the point of curvature of a circular curve to the Right, having a radius of 324.92 feet, a chord bearing of S 78d24'40" E and a chord distance of 169.48 feet;
 Thence along the arc of said circular curve 171.46 feet to the point of compound curvature of a circular curve to the Right, having a radius of 100.00 feet, a chord bearing of S 28°47'51" E and a chord distance of 111.91 feet;
 Thence along the arc of said circular curve 118.77 feet to the point of compound curvature of a circular curve to the Right, having a radius of 225.00 feet, a chord bearing of S 21°01'27" W and a chord distance of 122.50 feet;
 Thence along the arc of said circular curve 124.06 feet;
 Thence S 36d49'13" W, 143.21 feet to the point of curvature of a circular curve to the Right, having a radius of 175.00 feet, a chord bearing of S 63d02'41" W and a chord distance of 154.66 feet;
 Thence along the arc of said circular curve 160.20 feet;
 Thence S 89d16'08" W, 224.28 feet to the point of curvature of a circular curve to the Left, having a radius of 325.00 feet, a chord bearing of S 64d15'27" W and a chord distance of 274.82 feet;
 Thence along the arc of said circular curve 283.75 feet;
 Thence S 39d14'46" W, 170.88 feet to the point of curvature of a circular curve to the Right, having a radius of 175.00 feet, a chord bearing of S 52d51'36" W and a chord distance of 82.38 feet;
 Thence along the arc of said circular curve 83.16 feet;
 Thence S 66d28'27" W, 472.64 feet to the point of curvature of a circular curve to the Right, having a radius of 175.00 feet, a chord bearing of N 78d16'48" W and a chord distance of 201.98 feet;
 Thence along the arc of said circular curve 215.31 feet;
 Thence N 43d02'02" W, 58.68 feet to the point of curvature of a circular curve to the Left, having a radius of 325.00 feet, a chord bearing of S 67d03'38" E and a chord distance of

264.66 feet;
Thence along the arc of said circular curve 272.58 feet;
Thence S 88d54'45" W, 563.53 feet to the point of curvature of a circular curve to the Left, having a radius of 275.00 feet, a chord bearing of S 57d45'18" W and a chord distance of 284.57 feet;
Thence along the arc of said circular curve 299.09 feet to the point of reverse curvature of a circular curve to the Right, having a radius of 325.00 feet, a chord bearing of S 40d35'33" W and a chord distance of 157.20 feet;
Thence along the arc of said circular curve 158.79 feet;
Thence S 54d35'29" W, 32.07 feet;
Thence N 35d18'19" W, 140.00 feet;
Thence S 55d15'12" W, 110.20 feet;
Thence N 39d50'55" W, 191.53 feet;
Thence S 56d21'00" E, 49.42 feet ; to the point of curvature of a circular curve to the Left, having a radius of 225.00 feet, a chord bearing of S 42d29'11" W and a chord distance of 107.83 feet;
Thence along the arc of said circular curve 109.01 feet;
Thence N 61d41'35" W, 50.00 feet;
Thence N 61d41'34" W, 166.26 feet to the Point of Beginning of the herein described Parcel of Land: Containing 98 acres more or less. (Map 142, Portion of Parcel 31.00.)

EXCLUSION NO.7: PLATTED LOTS

THERE IS ALSO EXCLUDED FROM THIS DEED AND NOT HEREIN CONVEYED THE FOLLOWING PLATTED LOTS:

ALL LOTS IN BLOCK 1:

The foregoing lots are of record in Plat Book 2, page 57, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 2:

The foregoing lots are of record in Plat Book 2, page 58, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 2 Revised:

The foregoing lots are of record in Plat Book 2, page 89, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 4:

The foregoing lots are of record in Plat Book 2, page 69, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and

bounds description of said lots.

ALL LOTS IN BLOCK 4-A:

The foregoing lots are of record in Plat Book 2, page 67, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 5:

The foregoing lots are of record in Plat Book 2, page: 68, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 6:

The foregoing lots are of record in Plat Book 3, page 5, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 7:

The foregoing lots are of record in Plat Book 2, page 81, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 8:

The foregoing lots are of record in Plat Book 2, page 90, as revised in Plat Book 9, page 191, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 9:

The foregoing lots are of record in Plat Book 3, pages 51-52, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots. Lot 404 was revised by a plat of record in Plat Book 8, page 289, Register's Office, Cumberland County, Tennessee.

ALL LOTS IN BLOCK 10:

The foregoing lots are of record in Plat Book 3, page 54, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 10-A:

The foregoing lots are of record in Plat Book 5, page 70, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 11:

The foregoing lots are of record in Plat Book 3, page 55, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and

bounds description of said lots.

ALL LOTS IN BLOCK 12:

The foregoing lots are of record in Plat Book 3, page 56 and revised in Plat Book 5, page 14, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 12A:

The foregoing lots are of record in Plat Book 5, page 13, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN RENEGADE HEIGHTS EAST:

The foregoing lot is of record in Plat Book 5, page 63, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lot.

ALL LOTS IN BLOCK 15:

The foregoing lots are of record in Plat Book 9, page 188, as revised in Plat Book 9, page 207, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 16:

The foregoing lots are of record in Plat Book 9, page 189-190, as revised in Plat Book 9, pages 208-209, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 17:

The foregoing lots are of record in Plat Book 10, page 419, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made for the metes and bounds description of said lots.

EXCLUSION NO.8: GOLF COURSE

Mar. 29, 2001

**LEGAL DESCRIPTION
RENEGADE GOLF COURSE**

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, being more particularly described as follows:

Parcel 1, (4.)

Beginning at a newly set 1/2" rebar with cap located on the southwesterly boundary of the golf course and the easterly Right-of-Way Line of Mountain Laurel Parkway, being N 72°13'38" E, 50.00 feet from the common corner of lots 247 and 248 of block 8 of Renegade Resort as recorded in Plat Book 2, Page 90, at the Cumberland County Register of Deeds; Said point being the point of curvature of a circular curve to the right, having a radius of 2171.44 feet, a chord bearing of N 15°12'19" W and a chord distance of 194.87 feet;

Thence, along the said Right-of-Way line of Mountain Laurel Parkway the following call: Along the arc of said circular curve 194.94 feet to a newly set 1/2" rebar with cap;

Thence, leaving the said Right-of-Way line of Mountain Laurel Parkway, N 77°21'59" E, 79.99 feet to a newly set 1/2" rebar with cap;

Thence, N 12°37'49" W, 293.65 feet to a newly set 1/2" rebar with cap;

Thence, N 23°37'22" E, 67.66 feet to a newly set 1/2" rebar with cap;

Thence, N 12°37'56" W, 310.00 feet to a newly set 1/2" rebar with cap;

Thence, S 77°22'11" W, 119.15 feet to a point on a circular curve to the right, having a radius of 527.97 feet, a chord bearing of N 05°42'41" W and a chord distance of 67.27 feet; Said point being a newly set 1/2" rebar with cap on the said Right-of-Way line of Mountain Laurel Parkway,

Thence, along the said Right-of-Way line of Mountain Laurel Parkway the following calls: Along the arc of said circular curve 67.32 feet to a newly set 1/2" rebar with cap;

Thence, N 02°04'03" W, 285.82 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the left, having a radius of 914.68 feet, a chord bearing of N 05°19'24" W and a chord distance of 103.90 feet;

Thence, along the arc of said circular curve 103.96 feet to a newly set 1/2" rebar with cap;

Thence, N 08°34'46" W, 87.59 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the left, having a radius of 730.89 feet, a chord bearing of N 12°40'07" W and a chord distance of 104.28 feet;

Thence, along the arc of said circular curve 104.37 feet to a newly set 1/2" rebar with cap;

Thence, N 16°45'28" W, 15.63 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 25.00 feet, a chord bearing of N 28° 14'32" E and a chord distance of 35.36 feet; Said point being the southwest corner of Woodridge Condominiums (Map

141-l, Group B, Parcels 1, 2, and 3.

Thence, along the south and east boundary of said Woodridge Condominiums the following calls: leaving the said Right-of-Way line of Mountain Laurel Parkway, along the arc of said circular curve 39.28 feet to a newly set 1/2" rebar with cap;
Thence, N 73°14'32" E, 89.10 feet to a newly set 1/2" rebar with cap;
Thence, N 07°24'42" W, 208.24 feet to a newly set 1/2" rebar with cap;
Thence, N 14°21'38" W, 399.92 feet to a newly set 1/2" rebar with cap;
Thence, leaving the easterly boundary of said Woodridge Condominiums, N 75°38'21"E, 312.83 feet to a newly set 1/2" rebar with cap;

Thence, S55°15'13" E, 876.61 feet to a newly set 1/2" rebar with cap;
Thence, S 28°26'23" E, 178.50 feet to a newly set 1/2" rebar with cap;
Thence, S 11°57'33" E, 219.92 feet to a newly set 1/2" rebar with cap;
Thence, S16°03'51" E, 551.10 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 25.00 feet, a chord bearing of S 26°50'42" W and a chord distance of 34.03 feet;
Thence, along the arc of said circular curve 37.43 feet to a newly set 1/2" rebar with cap;
Thence, S 69°44'02" W, 65.91 feet to a newly set 1/2" rebar with cap;
Thence, N 19°49'44" W, 100.00 feet to a newly set 1/2" rebar with cap;
Thence, N 42°17'36" W, 156.99 feet to a newly set 1/2" rebar with cap;
Thence, N 13°30'28" W, 138.25 feet to a newly set 1/2" rebar with cap;
Thence, N 27°47'23" W, 666.80 feet to a newly set 1/2" rebar with cap;
Thence, N 57°32'32" W, 290.77 feet to a newly set 1/2" rebar with cap;
Thence, N 48°45'35" W, 176.66 feet to a newly set 1/2" rebar with cap;
Thence, S 52°52'29" W, 74.37 feet to a newly set 1/2" rebar with cap;
Thence, S 00°22'02" E, 228.58 feet to a newly set 1/2" rebar with cap;
Thence, N 88°59'12" E, 158.95 feet to a newly set 1/2" rebar with cap;
Thence, S 42°16'34" E, 350.86 feet to a newly set 1/2" rebar with cap;
Thence, S 04°21'40" E, 605.21 feet to a newly set 1/2" rebar with cap on a point on a circular curve to the left, having a radius of 299.59 feet, a chord bearing of S 84°03'50" E and a chord distance of 349.32 feet;
Thence, along the arc of said circular curve 372.94 feet to a newly set 1/2" rebar with cap;
Thence, N 70°09'42" E, 59.99 feet to a newly set 1/2" rebar with cap;
Thence, S 19°49'44" E, 79.67 feet to a newly set 1/2" rebar with cap;
Thence, S 69°46'09" W, 108.61 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the left, having a radius of 149.27 feet, a chord bearing of S 52°50'45" W and a chord distance of 87.38

feet;

Thence, along the arc of said circular curve 88.68 feet to a newly set 1/2" rebar with cap;

Thence, S35°54'05" W, 106.80 feet to a newly set 1/2" rebar with cap;

Thence S35°55'36" W, 34.16 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 120.00 feet, a chord bearing of S59°47'28" W and a chord distance of 97.17 feet;

Thence, along the arc of said circular curve 100.04 feet to a newly set 1/2" rebar with cap;

Thence S83°40'29" W, 48.39 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the left, having a radius of 230.00 feet, a chord bearing of S 46°14'47" W and a chord distance of 279.57 feet;

Thence, along the arc of said circular curve 300.49 feet to a newly set 1/2" rebar with cap;

Thence, S 08°49'04" W, 87.22 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 320.00 feet, a chord bearing of S 25°19'27" W and a chord distance of 181.84 feet;

Thence, along the arc of said circular curve 184.38 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the left, having a radius of 330.00 feet, a chord bearing of S 31°46'10" W and a chord distance of 115.30;

Thence, along the arc of said circular curve 115.90 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 75.00 feet, a chord bearing of N 88°01'57" W and a chord distance of 141.18 feet;

Thence, along the arc of said circular curve 183.93 feet to a newly set 1/2" rebar with cap;

Thence, N 17°46'22" W, 51.95 feet to the Point of Beginning of the herein described parcel 1. (Containing 31.882 Acres more or less)

AND

Parcel 2 (5.)

Beginning at a found 5/8" rebar located on the Southerly Right-of-Way Line of Mountain Laurel Parkway, being the Northeast corner of lot 250 of block 8 of Renegade Resort as recorded in Plat Book 2, Page 90, at the Cumberland County Register of Deeds and being a point on a circular curve to the right, having a radius of 165.29 feet, a chord bearing of S 29°39'03" E and a chord distance of 181.16 feet;

Thence, along the arc of said circular curve 191.73 feet to a newly set 1/2" rebar with cap;
Thence S 03°37'03" W, 289.94 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 1253.76 feet, a chord bearing of S 06°41'12" W and a chord distance of 134.31 feet;
Thence along the arc of said circular curve 134.37 feet to a newly set 1/2" rebar with cap;
Thence, S 80°14'29" E, 50.00 feet to a found 5/8" rebar with hub on a point being on the westerly property line of Lot 254, said Block 8 and on the boundary of said block 8;
Thence, along said boundary of said Block 8 the following calls: S 04° 13'19" W, 107.59 feet to a found 5/8" rebar with hub;

Thence S 64°38'42" E, 50.76 feet to a found 5/8" rebar with cap;
Thence S 64°38'42" E, 50.76 feet to a found 5/8" rebar with cap;
Thence N 35°20'36" E, 133.93 feet to a found 5/8" rebar with hub;
Thence N 12°42'16" E, 153.80 feet to a newly set 1/2" rebar with cap;
Thence S 86°32'56" E, 21.07 feet to a newly set 1/2" rebar with cap;
Thence N 04°08'59" W, 292.63 feet to a newly set 1/2" rebar with cap;
Thence, leaving the boundary of said block 8, N 51°02'02" E, 143.25 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the left, having a radius of 315.00 feet, a cord bearing of N 45°15'47" W and a cord distance of 63.35 feet;
Thence along the arc of said circular curve 63.46 feet to a newly set 1/2" rebar with cap;
Thence S 50°30'33" E, 107.94 feet to a newly set 1/2" rebar with cap;
Thence S 16°36'03" E, 68.63 feet to a newly set 1/2" rebar with cap;
Thence S 68°32'14" E, 122.70 feet to a newly set 1/2" rebar with cap;
Thence N 07°31'40" E, 309.52 feet to a newly set 1/2" rebar with cap;
Thence N 28°15'53" W, 89.07 feet to a newly set 1/2" rebar with cap;
Thence N 26°38'59" E, 203.99 feet to a newly set 1/2" rebar with cap;
Thence N 12°27'56" E, 298.06 feet to a newly set 1/2" rebar with cap;
Thence N 60°05'33" W, 153.70 feet to a newly set 1/2" rebar with cap;
Thence N 35°54'26" E, 100.50 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 90.00 feet, a chord bearing of N 52°49'09" E and a chord distance of 52.36 feet;
Thence along the arc of said circular curve 53.13 feet to a newly set 1/2" rebar with cap;
Thence N 69°17'56" E, 77.40 feet to a newly set 1/2" rebar with cap;
Thence N 89°20'49" E, 85.60 feet to a newly set 1/2" rebar with cap;

Thence S 71°19'30" E, 128.30 feet to a found 5/8" rebar with hub on the most westerly corner of Block 17 Renegade Mountain as recorded in Plat Book 10, Page 419, at the Cumberland County, Tennessee Register of Deeds;

Thence, along the boundary of said Block 17 the following calls: S 71° 16'02" E, 101.66 feet to a found 5/8" rebar with hub;

Thence S 83°03'07" E, 49.65 feet to a found 5/8" rebar with hub;

Thence S 86°50'40" E, 52.15 to a found 5/8" rebar with hub;

Thence S 86°48'15" E, 31.99 to a found 5/8" rebar with hub;

Thence S 68°14'52" E, 85.64 feet to a found 5/8" rebar with hub;

Thence S 79°34'59" E, 179.31 feet to a found 1/2" rebar with 669R on the southwest boundary of lot 126-A, Block 2 of Renegade Resort as recorded in Plat Book 2, Page 89, at the Cumberland County, Tennessee Register of Deeds;

Thence, leaving the boundary of said block 17, along the boundary of said Block 2 the following calls: S 65°39'48" E, 123.31 feet to a to a found 1/2" rebar;

Thence S 29°06'27" W, 178.65 feet to a found 1/2" rebar;

Thence S 00°46'45" E, 194.44 feet to a found 1/2" rebar;

Thence S 32°08'14" E, 182.03 feet to a found 1/2" rebar;

Thence S 34°11'40" E, 95.07 feet to a found 1/2" rebar;

Thence, leaving the boundary of said Block 2, S 64°11'52" W, 267.03 feet to a found 5/8" rebar with hub on the southeasterly corner of Lot 7, Block 15 Renegade Resort as recorded in Plat Book 9, Page 188, at the Cumberland County, Tennessee Register of Deeds;

Thence, along the boundary of said Block 15 the following calls: N 26° 46'10" W, 111.88 feet to a found 5/8" rebar with hub;

Thence, S 67°45'08" W, 80.50 feet to a found 5/8" rebar with hub;

Thence, N 83°45'32" W, 67.34 feet to a newly set 1/2" rebar with cap;

Thence, S 68°16'11" W, 110.97 feet to a found 5/8" rebar with hub;

Thence, S 06°25'37" E, 210.67 feet to a newly set 1/2" rebar with cap;

Thence, leaving the boundary of said Block 15, S 17°45'13" W, 551.86 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 25.00 feet, a chord bearing of N 61° 18'01" W and a chord distance of 34.45 feet;

Thence, along the arc of said circular curve 38.00 feet to a newly set 1/2" rebar with cap;

Thence, N 79°09'12" W, 31.11 feet; to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of

25.00 feet, a chord bearing of N 30°33'23" W and a chord distance of 35.11 feet;

Thence, along the arc of said circular curve 38.92 feet to a newly set 1/2" rebar with cap;

Thence, N 14°02'25" E, 204.76 feet to a newly set 1/2" rebar with cap;

Thence, N 09°08'48" E, 200.71 feet to a newly set 1/2" rebar with cap;

Thence, N 06°24'40" E, 249.59 feet to a newly set 1/2" rebar with cap;

Thence, N 06°21'42" W, 58.06 feet to a newly set 1/2" rebar with cap;

Thence, S 83°35'32" W, 28.96 feet to a newly set 1/2" rebar with cap;

Thence, N 06°23'10" W, 176.62 feet to a newly set 1/2" rebar with cap;

Thence, S 88°06'13" W, 114.75 feet to a newly set 1/2" rebar with cap;

Thence, S 01°54'13" E, 199.94 feet to a newly set 1/2" rebar with cap on the northwest corner of Lot 5, said Block 15 and the boundary of Block 15;

Thence, along the boundary of said Block 15 the following calls: Thence S 10°19'15" W, 250.07 feet to a newly set 1/2" rebar with cap;

Thence, S 09°09'55" W, 200.00 feet to a found 5/8" rebar with hub;

Thence, S 12°01'55" W, 200.25 feet to a found 5/8" rebar with hub;

Thence, S 14°31'50" W, 170.06 feet to a newly set 1/2" rebar with cap;

Thence, S 16°57'22" W, 276.26 feet to a newly set 1/2" rebar with cap on the southwest corner of Lot 1, said Block 15.

Thence, leaving the boundary of said Block 15, continue S 16°57'22" W, 111.79 feet to a newly set 1/2" rebar with cap;

Thence, S 00°00'01" E, 306.30 feet to a found 5/8" rebar with hub on the northwest corner of Lot 4, Block 16 Renegade Resort as recorded in Plat Book 9, Page 188, at the Cumberland County, Tennessee Register of Deeds;

Thence, along the boundary of said Block 16 the following calls: Continue S 00°00'01" W, 120.00 feet to a 1/2" rebar with cap;

Thence S 00°00'00" W, 120.00 feet to a found 5/8" rebar with hub;

Thence, S 04°45'49" E, 120.42 feet to a found 5/8" rebar with hub;

Thence, S 01°18'02" E, 120.03 feet to a found 5/8" rebar with hub;

Thence, S 01°18'-21"E, 231.12 feet to a found 5/8" rebar with hub;

Thence, S 01°04'33" W, 110.09 feet to a found 5/8" rebar with hub;

Thence, S 05°58'20" W, 224.02 feet to a found 5/8" rebar with hub;

Thence, S 19°35'05" W, 78.60 feet to a found 5/8" rebar with hub on the point of curvature of a circular curve to the right, having a radius of 100.23 feet, a chord bearing of S 50°54'46" W and a cord distance of 103.86 feet;

Thence along the arc of said circular curve 109.18 feet to a found 5/8" rebar with hub;

Thence, S 82°10'09" W, 229.11 feet to a newly set 1/2" rebar with cap;

Thence, S 31°55'48" E, 487.32 feet to a found 5/8" rebar with hub;
Thence, S 51°44'08" E, 427.75 feet to a found 5/8" rebar with hub;
Thence, S 72°37'31" E, 483.24 feet to a found 5/8" rebar with hub;
Thence, N 70°06'54" E, 93.61 feet to a found 5/8" rebar with hub;
Thence, N 14°53'58" E, 170.29 feet to a found 5/8" rebar with hub;
Thence, N 15°07'06" W, 340.01 feet to a found 5/8" rebar with hub;
Thence, N 02°38'30" E, 132.09 feet to a found 5/8" rebar with hub;
Thence, N 18°06'37" W, 160.61 feet to a found 5/8" rebar with hub;
Thence, N 03°30'57" W, 115.15 feet to a found 5/8" rebar with hub;
Thence, N 03°45'55" E, 248.22 feet to a found 5/8" rebar with hub;
Thence, N 24°40'47" E, 154.93 feet to a found 5/8" rebar with hub;
Thence, N 06°33'51" E, 158.91 feet to a found 5/8" rebar with hub;
Thence, N 20°05'52" W, 144.78 feet to a found 5/8" rebar with hub;
Thence, N 03°43'57" W, 280.52 feet to a found 5/8" rebar with hub;
Thence, N 00°52'58" E, 362.36 feet to a newly set 1/2" rebar with cap;
Thence, N 08°41'30" W, 315.51 feet to a found 5/8" rebar with hub;
Thence, N 04°03'06" W, 194.47 feet to a newly set 1/2" rebar with cap;
Thence, N 90°00'00" E, 50.00 feet to a newly set 1/2" rebar with cap;
Thence, S 31°22'30" E, 87.68 feet to a found 5/8" rebar with hub;

Thence, S 54°14'15" E, 114.50 feet to a found 5/8" rebar with hub;
Thence, N 89°48'35" E, 150.00 feet to a found 5/8" rebar with hub on the northwest corner of Lot 633, Block 6 Renegade Resort as recorded in Plat Book 3, Page 25, at the Cumberland County, Tennessee Register of Deeds;
Thence, leaving the boundary of said Block 16, along the Boundary of said Block 6 the following calls: S 24°28'19" E, 183.49 feet to a newly set 1/2" rebar with cap;
Thence, S 01°56'12" W, 798.66 feet to a newly set 1/2" rebar with cap;
Thence, S 06°54'16" E, 473.31 feet to the south west corner of Lot 646, said Block 6 to a found hub;
Thence, leaving the boundary of said Block 16, S 13°13'03" W, 529.80 feet to a newly set 1/2" rebar with cap;
Thence, S 14°50'48" E, 726.27 feet to a newly set 1/2" rebar with cap;
Thence, S 36°32'15" W, 290.50 feet to a newly set 1/2" rebar with cap;
Thence, N 73°31'52" W, 1158.74 feet to a newly set 1/2" rebar with cap;
Thence, N 40°42'31" W, 372.95 feet to a newly set 1/2" rebar with cap;
Thence, N 19°32'00" W, 788.85 feet to a newly set 1/2" rebar with cap;
Thence, N 66°30'29" E, 108.43 feet to a newly set 1/2" rebar with cap;
Thence, N 90°00'00" E, 285.37 feet to a newly set 1/2" rebar with cap;
Thence, N 00°00'00" E, 739.12 feet to a newly set 1/2" rebar with cap;

Thence, N 65°13'45" W, 123.80 feet to a newly set 1/2" rebar with cap;
Thence, S 41°44'18" W, 428.65 feet to a newly set 1/2" rebar with cap;
Thence, N 90°00'00" W, 147.94 feet to a newly set 1/2" rebar with cap;
Thence, N 00°00'00" W, 61.37 feet to a newly set 1/2" rebar with cap;
Thence, N 90°00'00" W, 136.08 feet to a newly set 1/2" rebar with cap;
Thence, N 00°00'00" W, 460.11 feet to a newly set 1/2" rebar with cap;
Thence, N 09°45'16" E, 676.44 feet to a newly marked X on bluff;
Thence, N 19°06'38" E, 290.09 feet to a newly set 1/2" rebar with cap on
the point on a circular curve to the left, having a radius of 675.00 feet, a
chord bearing of N 18°47'10" W and a cord distance of 51.03 feet;
Thence, along the arc of said circular curve 51.05 feet to a newly set 1/2"
rebar with cap on the point of compound curvature of a circular curve to the
right, having a radius of 225.00 feet, a chord bearing of N 08°24'06" E and a
chord distance of 220.59 feet;
Thence, along the arc of said circular curve 230.55 feet to a newly set 1/2"
rebar with cap;
Thence, N 35°24'11" E, 65.43 feet to a found 5/8" rebar on the southeast
corner of Lot 250, said Block 8 and the boundary of said Block 8;

Thence, along the Boundary of said Block 8 the following calls: N 11°
14'38" E, 102.96 feet to a found 5/8" rebar;
Thence N 27°41'09" E, 91.35 feet to the Point of Beginning of the herein
described Parcel 2. (Containing 88.58 Acres more or less)

Containing 88.58 acres more or less as per survey by O. D. PUGH, Jr., R.L.S. #
699 located at 107 Livingston Road, Crossville, Tennessee 38555 dated March
29, 2001. Being Survey Job Number (00120-4+5).

EXCLUSION NO.9: POD C

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and
being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort,
formerly Renegade Resorts, being more particularly described as follows:

Beginning at a newly set 1/2" rebar with cap, bearing S 22°51'14" W, 50.03 feet from the
Southwesterly corner of lot 1 of block 1 of Renegade Mountain as recorded in Plat Book
2, Page 57, at the Cumberland County Register of Deeds;
Thence, S 22°51'14" W, 197.62 feet to a newly set 1/2" rebar with cap;
Thence, S 29°24'40" W, 66.76 feet to a newly set 1/2" rebar with cap
Thence, N 56°51'25" W, 155.04 feet to a newly set 1/2" rebar with cap;
Thence, S 67°00'07" W, 189.25 feet to a newly set 1/2" rebar with cap;

Thence, S 75°38'12" W, 274.24 feet to a newly set 1/2" rebar with cap;
 Thence, N 14°21'39" W, 189.20 feet to a newly set 1/2" rebar with cap;
 Thence, S 86°50'48" W, 303.65 feet to a newly set 1/2" rebar with cap;
 Thence, N 01°50'17" W, 730.44 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 400.00 feet, a chord bearing of N 45°14'57" E and a chord distance of 585.91 feet;
 Thence, along the arc of said circular curve 657.46 feet to a newly set 1/2" rebar with cap;
 Thence, S 87°39'49" E, 281.58 feet to a newly set 1/2" rebar with cap;
 Thence, South, 513.43 feet;
 Thence, S 87°39'49" E, 207.19 feet;
 Thence, S 60°22'55" E, 15.32 feet;
 Thence, S 02°20'11" W, 211.24 feet to the point of curvature of a circular curve to the left, having a radius of 250.00 feet, a chord bearing of S 28°56'20" E and a chord distance of 296.76 feet;
 Thence, along the arc of said circular curve 317.71 feet to the Point of Beginning of the herein described Convention Center Site Tract. (Containing 22.18 Acres more or less).
A Portion of Map 142, Parcel 31.00.

EXCLUSION NO.10: TRACT A

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts; being more particularly described as follows:
 Beginning at a newly set 1/2" rebar with cap located on the Northerly Right-of-Way Line of Mountain Laurel Parkway, and being N 70°56'54" W, 217.35 feet from the Northwesterly corner of lots 1 of block 17 of Renegade Mountain as recorded in Plat Book 10, Page 419, at the Cumberland County Register of Deeds;

Thence S 69°38'24" W, 50.00 feet to a newly set 1/2" rebar with cap;
 Thence N 19°49'44" W, 79.67 feet to a newly set 1/2" rebar with cap;
 Thence S 70°09'42" W, 59.99 feet to a newly set 1/2" rebar with cap on a point on a circular curve to the right, having a radius of 299.59 feet, a chord bearing of N 84°03'50" W and a chord distance of 349.32 feet;
 Thence along the arc of said circular curve 372.94 feet to a newly set 1/2" rebar with cap;
 Thence N 04°21'40" W, 605.21 feet to a newly set 1/2" rebar with cap;
 Thence N 42°16'34" W, 350.86 feet to a newly set 1/2" rebar with cap;
 Thence S 88°59'12" W, 158.95 feet to a newly set 1/2" rebar with cap;
 Thence N 00°22'02" W, 228.58 feet to a newly set 1/2" rebar with cap;
 Thence N 52°52'29" E, 74.37 feet to a newly set 1/2" rebar with cap;
 Thence S 48°45'35" E, 176.66 feet to a newly set 1/2" rebar with cap;
 Thence S 57°32'32" E, 290.77 feet to a newly set 1/2" rebar with cap;
 Thence S 27°47'23" E, 666.80 feet to a newly set 1/2" rebar with cap;
 Thence S 13°30'28" E, 138.25 feet to a newly set 1/2" rebar with cap;
 Thence S 42°17'36" E, 156.99 feet to a newly set 1/2" rebar with cap;
 Thence S 19°49'44" E, 100.00 feet to the Point of Beginning of the herein described Tract A.
Being a portion of Map 142, parcel 31.00 . (Containing 7.583 Acres more or less)

EXCLUSION NO.11: TRACT B

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and

being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, being more particularly described as follows:
Beginning at a newly set 1/2" rebar with cap located on the Southerly Right-of-Way Line of Mountain Laurel Parkway, and being N 21°50'59" W, 1105.22 feet from the Northwestern corner of lots 1 of block 17 of Renegade Mountain as recorded in Plat Book 10, Page 419, at the Cumberland County Register of Deeds;
Thence N 55°15'13" W, 876.61 feet to a newly set 1/2" rebar with cap;
Thence N 67°00'07" E, 189.25 feet to a newly set 1/2" rebar with cap;
Thence S 56°51'25" E, 155.04 feet;
Thence N 29°24'40" E, 66.76 feet;
Thence S 60°35'20" E, 86.56 feet; to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 200.00 feet, a chord bearing of S 44°30'51" E and a chord distance of 110.76 feet;
Thence along the arc of said circular curve 112.22 feet to a newly set 1/2" rebar with cap;
Thence S 28°26'23" E, 483.85 feet to the Point of Beginning of the herein described Tract B.

Being a portion of Map 142, parcel 31.00. (Containing 3.388 Acres more or less)

EXCLUSION NO.12: TRACT C

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, being more particularly described as follows:
Beginning at a newly set 1/2" rebar with cap located on the Northerly Right-of-Way Line of Mountain Laurel Parkway, and being N 77°22'15" E, 50.00 feet from the common corner of lots 245 and 246 of block 8 of Renegade Resort as recorded in Plat Book 2, Page 90, at the Cumberland County Register of Deeds;
Thence N 12°37'50" W, 628.21 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 527.97 feet, a chord bearing of N 11°01'15" W and a chord distance of 30.02 feet;
Thence along the arc of said circular curve 30.02 feet to a newly set 1/2" rebar with cap;
Thence N 77°22'11" E, 119.15 feet to a newly set 1/2" rebar with cap;
Thence S 12°37'56" E, 310.00 feet to a newly set 1/2" rebar with cap;
Thence S 23°37'22" W, 67.66 feet to a newly set 1/2" rebar with cap;
Thence S 12°37'49" E, 293.65 feet to a newly set 1/2" rebar with cap;
Thence S 77°21'59" W, 79.99 feet to the Point of Beginning of the herein described Tract C.

Being a portion of Map 142, parcel 31.00. (Containing 1.518 acres more or less)

EXCLUSION NO.13: Renegade Mountain R/W

INGRESS-EGRESS EASEMENT TO TRACT 1 (6000 ACRES) AS DESCRIBED IN DEED BOOK 1047 AT PAGE 1753-1755, at the Cumberland County Register of Deeds

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, said tract of land being 150 feet wide lying 75 feet on each side of the following described center line:

Beginning at a point in the existing paved mountain laurel parkway; said point lying N35° 24'32"W, 24.00 feet of the Northeast corner of Lot 908 Block 9 of Renegade Mountain as recorded in Plat Book 3, Page 51-52; Thence N 54°35'29" E, 32.07 feet to the point of curvature of a circular curve to the left, having a radius of 400.00 feet, a chord bearing of N 40°35'40" E and a chord distance of 193.50 feet; Thence along the arc of said circular curve 195.43 feet to the point of reverse curvature of a circular curve to the right, having a radius of 200.00 feet, a chord bearing of N 57°45'18" E and a chord distance of 206.96 feet; Thence along the arc of said circular curve 217.52 feet to the point of tangency of said circular curve: Thence S 88°54'45" W, 563.53 feet to the point of curvature of a circular curve to the right, having a radius of 250.00 feet, a chord bearing of S 67°03'38" E and a chord distance of 203.58 feet; Thence S 43°02'02" E, 58.68 feet to the point of curvature of a circular curve to the left, having a radius of 250.00 feet, a chord bearing of S 78°16'47" E and a chord distance of 288.54 feet; Thence along the arc of said circular curve 307.58 feet to the point of tangency of said circular curve; Thence N 66°28'27" E, 472.64 feet to the point of curvature of a circular curve to the left, having a radius of 250.00 feet, a chord bearing of N 52°51'36" E and a chord distance of 117.69 feet; Thence along the arc of said circular curve 118.80 feet to the point of tangency of said circular curve; Thence N 39°14'46" E, 58.68 feet to the point of curvature of a circular curve to the right, having a radius of 250.00 feet, a chord bearing of N 64°15'27" E and a chord distance of 211.40 feet; Thence along the arc of said circular curve 218.27 feet to the point of tangency of said circular curve; Thence N 89°16'08" E, 224.28 feet to the point of curvature of a circular curve to the left, having a radius of 250.00 feet, a chord bearing of N 63°02'41" E and a chord distance of 220.94 feet; Thence along the arc of said circular curve 228.85 feet to the point of tangency of said circular curve; Thence N 36°49'13" E, 143.21 feet to the point of curvature of a circular curve to the left, having a radius of 300.00 feet, a chord bearing of N 21°01'27" E and a chord distance of 163.33 feet; Thence along the arc of said circular curve 165.42 feet to the point of compound curvature of a circular curve to the left, having a radius of 175.00 feet, a chord bearing of N 29°08'29" W and a chord distance of 197.58 feet; Thence along the arc of said circular curve 209.95 feet to the point of compound curvature of a circular curve to the left, having a radius of 400.00 feet, a chord bearing of N 78°31'07" W and a chord distance of 207.16 feet;

Thence along the arc of said circular curve 209.55 feet to the point of tangency of said circular curve; Thence S 86°28'24" W, 450.98 feet to the point of curvature of a circular curve to the right, having a radius of 125.00 feet, a chord bearing of N 40°04'15" W and a chord distance of 200.85 feet; Thence N 13°23'05" E, 57.72 feet to the point of curvature of a circular curve to the right, having a radius of 200.00 feet, a chord bearing of N 24° 00'31" E and a chord distance of 73.74 feet;

Thence N 13°23'05" E, 57.72 feet to the point of curvature of a circular curve to the right, having a radius of 200.00 feet, a chord bearing of N 24°00'31" E and a chord distance of 73.74 feet; Thence N 34°37'57" E, 189.82 feet to the point of curvature of a circular curve to the right, having a radius of 1000.00 feet, a chord bearing of N 47°41'17" E and a

chord distance of 451.79 feet;

Thence along the arc of said circular curve 455.73 feet to the point of tangency of said circular curve; Thence N 60°44'37" E, 106.25 feet to the point of curvature of a circular curve to the left, having a radius of 125.00 feet, a chord bearing of N 01°36'21" E and a chord distance of 211.16 feet; Thence along the arc of said circular curve 255.04 feet to the point of tangency of said circular curve; Thence N 56°09'26" W, 45.52 feet to the point of curvature of a circular curve to the left, having a radius of 250.00 feet, a chord bearing of S 74°47'09" E and a chord distance of 159.72 feet;

Thence along the arc of said circular curve 162.57 feet to the point of tangency of said circular curve; Thence S 86°35'08" W, 251.95 feet to the point of curvature of a circular curve to the right, having a radius of 750.00 feet, a chord bearing of N 84°40'33" W and a chord distance of 227.89 feet; Thence along the arc of said circular curve 228.78 feet to the point of tangency of said circular curve; Thence N 75°56'13" W, 478.95 feet to the point of curvature of a circular curve to the left, having a radius of 200.00 feet, a chord bearing of S 88°02'12" W and a chord distance of 110.43 feet; Thence along the arc of said circular curve 111.89 feet to the point of tangency of said circular curve; Thence S 72°00'37" W, 133.33 feet to the point of curvature of a circular curve to the left, having a radius of 400.00 feet, a chord bearing of S 67°03'01" W and a chord distance of 69.17 feet;

Thence along the arc of said circular curve 69.25 feet to the point of tangency of said circular curve;

Thence S 62°05'25" W, 307.92 feet to the point of curvature of a circular curve to the right, having a radius of 90.00 feet, a chord bearing of N 30°33'50" W and a chord distance of 179.81 feet; Thence along the arc of said circular curve 274.40 feet to the point of reverse curvature of a circular curve to the left, having a radius of 1000.00 feet, a chord bearing of N 38°17'07" E and a chord distance of 634.50 feet; Thence along the arc of said circular curve 645.65 feet to the END of the herein described center line. Said point being on the Southwest Right-of-Way line of SR #70. A portion of Map 142, parcel 31.00.

EXCLUSION NO.14

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, being more particularly described as follows:

Begin at the Northwest corner of Lot 413, Block 4-A, as recorded in Plat Book 2, Page 67, at the Cumberland County Register of Deeds, Cumberland County, Tennessee.

Thence, N 58°27'25" W, 54.54 feet; Thence, S 31°32'35" W, 79.36 feet; Thence N 40°42'26" W, 339.88 feet; Thence, N 47°17'34" E, 233.77 feet; Thence, N 61°47'25" E, 119.01 feet; Thence, N 28°04'35" E, 138.72 feet; Thence, N 44°41'20" E, 118.81 feet; Thence, N 53°52'49" E, 151.01 feet; Thence, N 36°12'11" E, 294.01 feet; Thence, East, 1435.37 feet; Thence, South, 361.12 feet; Thence, S 59°59'58" E, 705.33 feet; Thence, East 354.34 feet; Thence, South, 926.67 feet; Thence, West 1444.61 feet; Thence, N 79°45'01" W, 603.86 feet; Thence, S 84°04'59" W, 417.08 feet; Thence, N 01°08'59" E, 383.96 feet; Thence, S 61°51'45" W,

266.41 feet; Thence, N 39°d58'39" W, 357.84 feet to the Point of Beginning of the herein described parcel. Containing 88.960 acres, more or less. (Map 142, Portion of Parcel 31.00.

EXCLUSION NO.15

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, being more particularly described as follows:

Begin at a point that bears N 21° 12' 33" W, 807.11 feet from the Northwest corner of Lot 7, Block 1, as recorded in Plat Book 2, Page 57, at the Cumberland County Register of Deeds, Cumberland County, Tennessee. Thence, N 87°39'49" W, 208.51 feet; Thence, N00°00'00"E, 568.86 feet; Thence, N90°00'00"E, 1243.37 feet; Thence, S50°23'56"E, 233.45 feet; Thence, S07°00'00"E, 916.96 feet; Thence, S00°00'00"E, 110.47 feet; Thence, N90°00'00"E, 147.15 feet; Thence, N70°36'32"E, 477.96 feet; Thence, N00°00'00"E, 141.24 feet; Thence, N90°00'00"E, 131.50 feet; Thence, S00°00'00"E, 147.23 feet; Thence, S58°16'51"W, 166.93 feet; Thence, N90°00'00"W, 88.00 feet; Thence, S00°00'00"E, 61.50 feet; Thence, N90°00'00"W, 192.00 feet; Thence, S70°36'32"W, 533.14 feet; Thence, N65°40'28"W, 146.10 feet; Thence, N53°18'27"W, 169.72 feet; Thence, N46°53'31"W, 117.40 feet; Thence, N54°13'11"W, 196.15 feet; Thence, N64°12'32"W, 405.73 feet; Thence, N22°41'13"E, 78.09 feet; Thence, N60°20'48"W, 324.50 feet, to the Point of Beginning of the herein described parcel. Containing 33.5 acres, more or less. (Map 142, Portion of Parcel 31.00.

EXCLUSION NO.16

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, being more particularly described as follows:

Beginning at the Northwest corner of Woodridge Condo Phase I as shown in Plat Book 9 at Page 185; Said Point being on the Easterly Right-of-Way Line of Renegade Mountain Parkway as shown in PB 2 at Pg 90, Revised in PB 9 at Pg 191, at the office of the Register of Deeds, Cumberland County, Tennessee; Thence Northeasterly along said Easterly Right of way Line, being a curve to the right, having a radius of 137.18 feet, thru a central angle of 63° 19' 00", 151.60 feet; Thence, N 68°51'47" E, 45.17 feet; Thence, S 59°50'18" E, 62.16 feet; Thence, S 70°02'32" E, 48.11 feet; Thence, S 34°36'48" W, 129.83 feet; Thence, N 43°05'21" W, 57.01 feet; Thence, S 74°10'36" W, 103.96 feet; to the Point of Beginning of the herein described Water Tank Site Tract. (Containing 0.43 Acres more or less). A Portion of Map 141, Parcel 031.00 and a Portion of Map 141, Parcel 056.00.

Tract 3 is subject to mineral rights on a 60 acre parcel being

more particularly described as follows;

Beginning at a point that bears N 21°00'58" E 1885.43 feet, from the most Southwesterly point of the above described Tract 3; Thence N00°20'14"W 1365.25 feet; Thence N72°02'59"E 882.82 feet; Thence S80°20'37"E 712.87 feet; Thence S29°26'10"E 456.75 feet; Thence S02°30'31"W 1007.61 feet; Thence S71°49'41"W 726.39 feet; Thence N52°02'18"W 305.52 feet; Thence S81°34'33"W 322.70 feet; Thence S86° 37'20"W 465.51 feet, to the Point of Beginning of the herein described parcel. (containing 60 acres)

AND SUBJECT TO AN INGRESS-EGRESS EASEMENT

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, said tract of land being 120 feet wide lying 60 feet on each side of the following described center line:

Beginning at a point on the South Right-of-Way Line of the above described Main Entrance Right-of-Way lying N89°02'43"E, 1393.24 feet from the Point of Beginning of the above described main entrance right-of-way; Said point being a point on a circular curve to the left, having a radius of 763.77 feet, a chord bearing of S 42°36'21" E and a chord distance of 675.52 feet; Thence along the arc of said circular curve 699.74 feet to the point of reverse curvature of a circular curve to the right, having a radius of 184.33 feet, a chord bearing of S 34°02'25" E and a chord distance of 210.46 feet; Thence along the arc of said circular curve 223.98 feet to the point of reverse curvature of a circular curve to the left, having a radius of 580.74 feet, a chord bearing of S 21°07'50" E and a chord distance of 433.25 feet; Thence along the arc of said circular curve 443.99 feet to the point of reverse curvature of a circular curve to the right, having a radius of 1033.03 feet, a chord bearing of S 27°00'18" E and a chord distance of 570.43 feet; Thence along the arc of said circular curve 577.94 feet to the point of reverse curvature of a circular curve to the left, having a radius of 543.53 feet, a chord bearing of S 38°25'36" E and a chord distance of 501.09 feet; Thence along the arc of said circular curve 520.79 feet to the point of reverse curvature of a circular curve to the right, having a radius of 418.57 feet, a chord bearing of S 32°56'16" E and a chord distance of 455.17 feet; Thence along the arc of said circular curve 481.25 feet to the point of tangency of said circular curve; Thence, South, 206.08 feet to a point on the Northerly most property line of said tract 1 (6000 acres); Said point being the end of the herein described centerline.

A portion of Map 142, parcel 31.00.

Ingress-egress easement shall be subject to the restrictions and conditions that are imposed by the Renegade Mountain Community club.

Exhibit "B"
Legal Description for Terra Mountain Holdings, LLC
(The Easement Area)

**(Note: The difference between the "The Property" described in Exhibit A and
"The Easement Area" described in Exhibit B is the Sixty (60) acres described in Exclusion
No. 17)**

TERRA MOUNTAIN HOLDINGS, LLC
LEGAL DESCRIPTION

TRACT NO.1

THIS TRACT IS INTENTIONALLY LEFT BLANK

CONVEYED AS PART OF THIS DEED IS:

TRACT NO. 2

BEING A PORTION OF THE PROPERTY KNOWN AS CUMBERLAND GARDENS RESORT, (FORMERLY RENEGADE RESORT), LOCATED IN THE FOURTH CIVIL DISTRICT OF CUMBERLAND COUNTY, TENNESSEE, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a steel stake in the West right-of-way of the Dogwood Road at the point where said right-of-way line crosses the northern property line of N. O. James as described in Deed Book 69, page 247;
Thence, South 87 degrees 42 minutes 49 seconds West, with the James line 1,535.16 feet to a stone corner;
Thence, South 03 degrees 19 minutes 40 seconds West, 1,181.92 feet to a steel stake at a fence corner;
Thence, North 55 degrees 11 minutes 00 seconds West, 797.13 feet to a steel stake at Big Sandy Creek;
Thence, North 66 degrees 26 minutes 18 seconds West, 98.26 feet to the center of Big Sandy Creek;
Thence, with the center of said Creek South 80 degrees 16 minutes 12 seconds West, 99.04 feet; Thence, North 56 degrees 07 minutes 58 second West, 215.04 feet;
Thence, North 55 degrees 53 minutes 08 seconds West, 101.10 feet;
Thence, North 12 degrees 50 minutes 50 seconds West, 175.13 feet;
Thence, North 53 degrees 09 minutes 56 seconds West, 186.54 feet;
Thence, North, 58 degrees 51 minutes 10 seconds West, 260.40 feet;
Thence, North 43 degrees 01 minutes 44 seconds West, 189.09 feet;
Thence, North 14 degrees 39 minutes 48 seconds West, 40.33 feet;
Thence, North 51 degrees 11 minutes 15 seconds West, 101.11 feet;

Thence, North 66 degrees 16 minutes 24 seconds West, 92.05 feet;
 Thence, North 05 degrees 54 minutes 35 seconds West, 201.71 feet;
 Thence, North 44 degrees 36 minutes 30 seconds East, 133.78 feet;
 Thence, North 02 degrees 16 minutes 27 seconds East, 201.49 feet;
 Thence, North 14 degrees 26 minutes 38 seconds East, 59.32 feet;
 Thence, North 14 degrees 49 minutes 42 seconds West, 172.64 feet;
 Thence, North 00 degrees 02 minutes 29 seconds East, 128.79 feet;
 Thence, North 45 degrees 30 minutes 04 seconds West, 229.54 feet;
 Thence, North 77 degrees 14 minutes 48 seconds West, 174.34 feet;
 Thence, South 88 degrees 57 minutes 26 seconds West, 245.90 feet;
 Thence, South 63 degrees 46 minutes 20 seconds West, 58.61 feet;
 Thence, North 20 degrees 01 minutes 37 seconds West, 247.67 feet;
 Thence, North 28 degrees 52 minutes 54 seconds East, 164.48 feet;
 Thence, North 41 degrees 36 minutes 33 seconds East, 157.07 feet;
 Thence, North 16 degrees 11 minutes 04 seconds East, 185.56 feet;
 Thence, North 03 degrees 16 minutes 00 seconds East, 178.29 feet;
 Thence, North 19 degrees 10 minutes 10 seconds East, 125.59 feet;
 Thence, North 09 degrees 58 minutes 15 seconds East, 95.59 feet;
 Thence, North 19 degrees 25 minutes 06 seconds East, 66.30 feet;
 Thence, North 18 degrees 32 minutes 31 seconds West, 226.73 feet;
 Thence, North 27 degrees 08 minutes 14 seconds East, 102.83 feet;
 Thence, North 37 degrees 21 minutes 47 seconds East, 146.19 feet;
 Thence, North 30 degrees 52 minutes 34 seconds East, 110.98 feet;
 Thence, North 05 degrees 15 minutes 09 seconds East, 38.67 feet;
 Thence, North 47 degrees 51 minutes 34 seconds East, 223.03 feet;
 Thence, North 43 degrees 21 minutes 30 seconds East, 77.31 feet to a steel stake;
 Thence, North 82 degrees 00 minutes 35 seconds East, 1,207.66 feet to a stone corner;
 Thence, North 08 degrees 13 minutes 58 seconds West, 274.96 feet to a corner;
 Thence, North 76 degrees 11 minutes 02 seconds East, 1,958.51 feet to a stone corner;
 Thence, North 75 degrees 35 minutes 53 seconds East, 245.23 feet to a stake in the center line of Little Sandy Creek;
 Thence, with said center line South 52 degrees 34 minutes 41 seconds East, 90.18 feet;
 Thence, South 15 degrees 25 minutes 39 seconds East, 80.11 feet;
 Thence, South 34 degrees 22 minutes 30 seconds East, 86.24 feet;
 Thence, South 73 degrees 48 minutes 12 seconds East, 85.24 feet;
 Thence, South 54 degrees 20 minutes 51 seconds East, 91.87 feet;
 Thence, South 20 degrees 58 minutes 58 seconds East, 89.08 feet;
 Thence, South 24 degrees 46 minutes 19 seconds East, 83.51 feet;
 Thence, South 42 degrees 43 minutes 04 seconds East, 117.76 feet;
 Thence, South 15 degrees 40 minutes 48 seconds East, 189.04 feet;
 Thence, South 06 degrees 40 minutes 49 seconds East, 96.54 feet;
 Thence, South 11 degrees 32 minutes 21 seconds West, 96.70 feet;
 Thence, South 09 degrees 31 minutes 35 seconds West, 143.66 feet;
 Thence, South 03 degrees 59 minutes 19 seconds West, 110.09 feet;
 Thence, South 34 degrees 02 minutes 17 seconds East, 87.33 feet;
 Thence, South 28 degrees 37 minutes 03 seconds West, 104.57 feet;
 Thence, South 51 degrees 23 minutes 13 seconds West, 111.84 feet;

Thence, South 31 degrees 07 minutes 29 seconds West, 57.24 feet;
Thence, South 03 degrees 13 minutes 59 seconds West, 85.95 feet;
Thence, South 10 degrees 37 minutes 56 seconds East, 101.45 feet;
Thence, South 07 degrees 51 minutes 26 seconds East, 113.87 feet to a stone corner with large Pine pointer;
Thence, South 64 degrees 43 minutes 46 seconds East, 1,524.75 feet to a steel stake at a Pine tree;
Thence, South 55 degrees 46 minutes 49 seconds East, 24.72 feet to the center of Dogwood Road;
Thence, with the center of said road South 43 degrees 01 minutes 32 seconds West, 1,247.27 feet;
Thence, South 40 degrees 58 minutes 26 seconds West, 419.39 feet;
Thence, South 45 degrees 08 minutes 30 seconds West, 671.05 feet;
Thence, North 46 degrees 34 minutes 21 seconds West, 25.27 feet to the point of BEGINNING.
Containing 385.37 acres, more or less, as shown by the above mentioned survey. Map 177, Parcel 12.00.

ALSO CONVEYED AS PART OF THIS DEED IS:

TRACT NO. 3

BEING A PORTION OF THE PROPERTY KNOWN AS CUMBERLAND GARDENS RESORT, (FORMERLY RENEGADE RESORT), LOCATED IN THE FOURTH CIVIL DISTRICT OF CUMBERLAND COUNTY, TENNESSEE, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a point in the South R.O.W. of U.S. Highway 70, said point being a corner of the Raymond Godsey property, said point having Pre 1983 Tennessee State Coordinates of North 549,687.99 East, 2,339,655.90;
Thence, with said R.O.W. South 49 degrees 07 minutes 19 seconds East, 170.37 feet;
Thence, leaving said R.O.W. and with a line of the Mackie tract South 17 degrees 03 minutes 32 seconds West, 270.90 feet to a metal pin;
Thence, with a line of the Mackie tract South 17 degrees 03 minutes 31 seconds West, 80.00 feet to a metal pin;
Thence, with a line of the Mackie tract South 74 degrees 18 minutes 51 seconds East, 468.14 feet to a painted rock;
Thence, with a line of the Mackie tract North 13 degrees 44 minutes 17 seconds East, 45.12 feet to the South R.O.W. of U.S. Highway 70;
Thence, with said R.O.W. South 57 degrees 11 minutes 42 seconds East, 468.61 feet to the P.C. of a curve with a radius of 987.00 feet, an arc of 90.14 feet to the P.T. of said curve;
Thence, continuing with said R.O.W. South 62 degrees 25 minutes 40 seconds East, 532.65 feet to a point;
Thence, continuing with said R.O.W. South 68 degrees 27 minutes 02 seconds East, 268.89 feet to a point;

Thence, continuing with said R.O.W. 94.84 feet along a curve to the left having a radius of 613.00 feet and having a chord bearing of South 72 degrees 52 minutes 58 seconds East,, and a chord distance of 94.75 feet to a point;
 Thence, continuing with said R.O.W. South 21 degrees 32 minutes 58 seconds East, 42.32 feet to a point;
 Thence, continuing with said R.O.W. South 68 degrees 27 minutes 02 seconds East, 137.50 feet to a point;
 Thence, continuing with said R.O.W. 329.32 feet along a curve to the right having a radius of 743.60 feet and a chord bearing of South 55 degrees 45 minutes 47 seconds East, and a chord distance of 326.64 feet to a point;
 Thence, continuing with said R.O.W. North 46 degrees 27 minutes 28 seconds East, 25.00 feet to a point;
 Thence, continuing with said R.O.W. 194.43 feet along a curve to the right having a radius of 768.60 feet and a chord bearing of South 35 degrees 49 minutes 43 seconds East, and a chord distance of 193.91 feet to a point;
 Thence, continuing with said R.O.W. 268.17 feet along a curve to the left having a radius of 746.30 feet and a chord bearing of South 20 degrees 49 minutes 11 seconds East, and a chord distance of 266.73 feet to a point;
 Thence, continuing with said R.O.W. South 19 degrees 50 minutes 26 seconds East, 44.66 feet to a point;
 Thence, continuing with said R.O.W. South 34 degrees 26 minutes 02 seconds East, 209.70 feet to a point;
 Thence, continuing with said R.O.W. 395.93 feet along a curve to the left having a radius of 1,950.00 feet and a chord bearing of South 40 degrees 15 minutes 02 seconds East, and a chord distance of 395.25 feet to a point;
 Thence, continuing with said R.O.W. South 46 degrees 04 minutes 02 seconds East, 61.89 feet to a point;
 Thence, continuing with said R.O.W. South 43 degrees 55 minutes 58 seconds West, 15.00 feet to a point;
 Thence, continuing with said R.O.W. South 46 degrees 04 minutes 02 seconds East, 30.06 feet to a point;
 Thence, with said R.O.W. South 42 degrees 59 minutes 01 seconds East, 1,024.71 feet to the P.C. of a curve with a radius of 1,058.80 feet, an arc of 488.97 feet to the P.T. of said curve;
 Thence, continuing with said R.O.W. South 69 degrees 26 minutes 38 seconds East, 622.33 feet to the P.C. of a curve with a radius of 574.40 feet, an arc of 136.50 feet to the P.T. of said curve;
 Thence, continuing with said R.O.W. South 55 degrees 49 minutes 39 seconds East, 363.36 feet to the P.C. of a curve with a radius of 520.70 feet, an arc of 427.78 feet to the P.T. of said curve;
 Thence, continuing with said R.O.W. North 77 degrees 06 minutes 05 seconds East, 42.63 feet to the P.C. of a curve with a radius of 1,250.00 feet and arc of 778.84 feet to the P.T. of said curve;
 Thence, continuing with said R.O.W. South 67 degrees 11 minutes 56 seconds East, 865.25 feet to the P.C. of a curve with the radius of 1,809.00 feet, an arc of 854.36 feet to the P.T. of said curve;
 Thence, continuing with said R.O.W. North 85 degrees 44 minutes 28 seconds East,

406.22 feet to the P.C. of a curve with radius of 268.10 feet, an arc of 193.32 feet to the P.T. of said curve;
 Thence, continuing with said R.O.W. South 52 degrees 56 minutes 37 seconds East, 3.79 feet to the P.C. of a curve with a radius of 1,900.00 feet, an arc of 402.73 feet to the P.T. of said curve;
 Thence, continuing with said R.O.W. South 65 degrees 05 minutes 17 seconds East, 623.34 feet;
 Thence, leaving said R.O.W. and with a line of the T. J. Kemmer tract South 36 degrees 43 minutes 43 seconds West, 601.16 feet to a metal pin;
 Thence, continuing with a line of the Kemmer tract South 61 degrees 52 minutes 45 seconds East, 826.84 feet to a point in the Southwest R.O.W. of U.S. Highway 70;
 Thence, with said R.O.W. an arc of 640.95 feet to the P.T. of a curve;

 Thence, continuing with said R.O.W. South 71 degrees 04 minutes 01 seconds East, 107.22 feet to the P.C. of a curve with a radius of 2,955.00 feet, an arc of 830.38 feet to the P.T. of said curve;
 Thence, continuing with said R.O.W. South 87 degrees 10 minutes 03 seconds East, 65.86 feet;
 Thence, leaving said R.O.W. and with a line of the T. J. Kemmer tract South 61 degrees 52 minutes 45 seconds East, 904.59 feet to a point in the center of Fall Creek;
 Thence, with said creek South 27 degrees 03 minutes 44 seconds East, 143.79 feet;
 Thence, continuing with said creek South 03 degrees 33 minutes 08 seconds West, 126.05 feet;
 Thence, continuing with said creek South 15 degrees 58 minutes 38 seconds East, 132.67 feet;
 Thence, continuing with said creek South 51 degrees 41 minutes 41 seconds East, 100.68 feet;
 Thence, continuing with said creek South 42 degrees 51 minutes 02 seconds East, 207.97 feet;
 Thence, continuing with said creek South 19 degrees 21 minutes 08 seconds East, 111.59 feet;
 Thence, with said creek South 38 degrees 23 minutes 29 seconds East, 151.08 feet;
 Thence, continuing with said creek South 65 degrees 49 minutes 07 seconds East, 197.52 feet;
 Thence, continuing with said creek North 87 degrees 38 minutes 11 seconds East, 100.38 feet;
 Thence, continuing with said creek North 78 degrees 55 minutes 09 seconds East, 90.69 feet;
 Thence, continuing with said creek South 50 degrees 06 minutes 16 seconds East, 223.23 feet;
 Thence, continuing with said creek South 81 degrees 45 minutes 38 seconds East, 69.08 feet;
 Thence, continuing with said creek North 78 degrees 31 minutes 19 seconds East, 113.72 feet;
 Thence, continuing with said creek South 88 degrees 32 minutes 39 seconds East, 165.34 feet;
 Thence, continuing with said creek South 76 degrees 32 minutes 19 seconds East, 168.43

feet;
 Thence, continuing with said creek South 67 degrees 33 minutes 33 seconds East, 168.57 feet;
 Thence, continuing with said creek South 61 degrees 42 minutes 32 seconds East, 153.68 feet;
 Thence, continuing with said creek South 47 degrees 03 minutes 37 seconds East, 92.03 feet;
 Thence, continuing with said creek South 40 degrees 46 minutes-41 seconds East, 321.66 feet;
 Thence, leaving said creek and with a line of the Glin Gibbons tract South 45 degrees 43 minutes 10 seconds West, 66.98 feet to a Pine tree on the West, side of a gravel road;
 Thence, continuing with said Gibbons line South 45 degrees 43 minutes 14 seconds West, 279.96 feet to a fence post;
 Thence, continuing with said Gibbons line North 61 degrees 59 minutes 35 seconds West, 462.11 feet to a Hickory tree, a common corner of the Gibbons, Ratliff, and Renegade tracts;
 Thence, with a line of the Ratliff tract, South 85 degrees 56 minutes 58 seconds West, 19,547.38 feet to a metal stake and painted rock, being a corner of the Methodist Church property;
 Thence, with a painted line of the Methodist Church property North 06 degrees 08 minutes 26 seconds West, 485.18 feet to a metal pin, being a common corner of the Methodist Church, Wald Highland Farms, Inc. and Renegade tracts;
 Thence, with a painted line of the Wald Highland Farms, Inc. tract North 59 degrees 53 minutes 16 seconds East, 160.83 feet to a painted rock;
 Thence, North 00 degrees 38 minutes 37 seconds East, 2,925.94 feet to a new metal pin in a chestnut stump;
 Thence, South 70 degrees 27 minutes 44 seconds West, 1,315.96 feet to a new metal pin;
 Thence, North 38 degrees 43 minutes 51 seconds West, 1,537.15 feet to a 24 inch white oak;
 Thence, North 38 degrees 35 minutes 23 seconds West, 147.12 feet to a new stone;
 Thence, North 16 degrees 01 minutes 51 seconds West, 253.69 feet to a new metal pin;

 Thence, North 11 degrees 44 minutes 41 seconds West, 1,137.70 to a metal pin in a popular stump;
 Thence, North 26 degrees 36 minutes 54 seconds West, 2.11 feet to a set stone;
 Thence, North 39 degrees 44 minutes 54 seconds East, 753.26 feet to a set stone;
 Thence, North 58 degrees 18 minutes 36 seconds East, 223.69 feet to a 32 inch white oak;
 Thence, North 45 degrees 11 minutes 11 seconds East, 642.61 feet to a 36 inch twin white oak;
 Thence, South 50 degrees 38 minutes 45 seconds East, 937.49 feet to a rock corner with two oak and one hickory pointers;
 Thence, with a line of the Dallas Peavyhouse tract North 40 degrees 56 minutes 01 seconds East, 711.57 feet to a fence post;
 Thence, continuing with said Peavyhouse line North 38 degrees 49 minutes 43 seconds West, 967.71 feet to an Oak corner, said corner being a common corner of the Peavyhouse, Kemmer, and Renegade tracts;
 Thence, with a painted line of the T. J. Kemmer tract North 26 degrees 44 minutes 56

seconds East, 1,256.27 feet to a rock pile with Oak and Hickory pointers;
Thence, continuing with said Kemmer line North 70 degrees 41 minutes 13 seconds East, 3,642.46 feet to a dead Oak, said oak being a common corner of the Kemmer, Mullinax, and Renegade tracts;
Thence, with a line of the Clyde Mullinax tract North 43 degrees 50 minutes 54 seconds East, 150.96 feet to a large flat rock, said rock being a common corner of the Mullinax, Oberg, and Renegade tracts;
Thence, with a line of the Oberg tract South 20 degrees 52 minutes 22 seconds East, 322.40 feet to a rock;
Thence, continuing with said Oberg line North 68 degrees 43 minutes 35 seconds East, 495.83 feet to a fence corner, said fence corner being a common corner of the Oberg, Burden, and Renegade tracts;
Thence, with a line of the Cecil Burden tract South 26 degrees 37 minutes 49 seconds East, 136.03 feet to a rock pile;
Thence, continuing with a line of the Burden Tract South 41 degrees 37 minutes 49 seconds East, 283.41 feet to a rock, being a common corner of the Burden, Godsey, and Renegade tracts;
Thence, with a line of the Frank Godsey tract South 39 degrees 20 minutes 38 seconds East, 1,150.39 feet to a rock;
Thence, continuing with a line of the F. Godsey tract North 36 degrees 32 minutes 46 seconds East, 1,011.89 feet to a rock with three oak pointers, said rock being a common corner of the F. Godsey, R. Godsey, and Renegade tracts;
Thence, with a line of the Raymond Godsey tract South 69 degrees 25 minutes 47 seconds East, 433.94 feet to a painted rock with Dogwood and Sourwood pointers;
Thence, continuing with a line of the R. Godsey tract North 34 degrees 33 minutes 51 seconds East, 773.16 feet to the POINT of BEGINNING. Containing 2942.10 acres more, or less, as per a survey by Mid-State Surveying, Crossville, Tennessee. Map 142, parcel 31.00.

Also conveyed as a part of Tract No. 3 are;

All rights the grantor has in an exclusive, permanent and perpetual easement as described in the Easement Deed from Robert A. Renaud and wife, Erma L. Renaud, to Cumberland Gardens Acquisition Corporation, dated July 9, 1992, of record in Deed Book 434, pages 792-793, Register's Office, Cumberland County, Tennessee.

Also included as a part of Tract No. 3 is a 50 foot wide right-of-way easement lying within the bounds of Exclusion No. 4; for the purpose of ingress and egress and utilities and which is described as follows:

BEGINNING at a point in the North right-of-way line of Mountainwood Road, formerly Hush Head, said point being 125.02 feet West, of an iron pin, the intersection of Mountainwood Road and Elmwood Drive, formerly Moy Toy; Thence, North 87 degrees 15 minutes 44 seconds West, 62.28 feet to an iron pin set;
Thence, North 63 degrees 39 minutes 43 seconds East, 2.16 feet to an iron pin set;
Thence, North 37 degrees 51 minutes 42 seconds East, 289.65 feet to an iron pin set;
Thence, 128.15 feet along a curve to the right having a radius of 564.80 feet and a chord bearing of North 44 degrees 21 minutes 44 seconds East, and a chord distance of 127.87 feet to an iron pin set;

Thence, North 50 degrees 51 minutes 42 seconds East, 65.00 feet to an iron pin set;
Thence, 70.22 feet along a curve to the left having a radius of 174.94 feet and a chord bearing of North 39 degrees 21 minutes 44 seconds East, and a chord distance of 69.75 feet to an iron pin set;
Thence, North 27 degrees 51 minutes 42 seconds East, 214.69 feet to an iron pin set;
Thence, South 62 degrees 08 minutes 18 seconds East, 50.00 feet to an existing iron pin;
Thence, South 27 degrees 51 minutes 43 seconds West, 134.86 feet to an existing iron pin;
Thence, South 27 degrees 51 minutes 27 seconds West, 79.83 feet to an iron pin set;
Thence, 90.30 feet along a curve to the right having a radius of 224.94 feet and a chord bearing of South 39 degrees 21 minutes 43 seconds West, and a chord distance of 89.69 feet to an iron pin set;
Thence, South 50 degrees 51 minutes 42 seconds West, 65.00 feet to an iron pin set;
Thence, 116.81 feet along a curve to the left having a radius of 514.80 feet and a chord bearing of South 44 degrees 21 minutes 44 seconds West, and a chord distance of 116.55 feet to an iron pin set;
Thence, South 37 degrees 51 minutes 42 seconds West, 255.76 feet to the point of beginning. Containing 0.87 acres, more or less.

HOWEVER, THERE IS EXCLUDED FROM THE FOREGOING DESCRIPTION OF TRACT NO. 3 AND NOT HEREIN CONVEYED AS A PART OF THIS DEED THE FOLLOWING TRACTS OR EXCLUSIONS:

EXCLUSION NO. 1: PARCELS T-4 AND T-6

Being a tract of land in two parcels located in Cumberland Gardens Resort and lying northwest of Block 8 of Cumberland Gardens Resort, formerly Renegade Resort, and being more particularly described as follows:

Parcel T-6:

*BEGINNING at a point being an existing metal conduit being North 42 degrees 46 minutes 43 seconds West, 47.66 feet from an existing iron pin located at the northerly most point of Lot 227 of said Block 8 located on the southerly right-of-way at the Westerly end of an unnamed road, said point of beginning having Cumberland Gardens Control Grid coordinates of North 547,478.05 and East 2,335,599.35, said coordinates representing Tennessee State Grid adjusted to project datum elevation;
Thence, South 79 degrees 26 minutes 35 seconds West, 664.56 feet to an existing metal conduit;
Thence, North 10 degrees 37 minutes 11 seconds West, 300.06 feet to an existing metal conduit common with Parcel T-4;
Thence, North 79 degrees 27 minutes 57 seconds East, 660.46 feet along the common line with Parcel T-4 to an existing metal conduit;
Thence, South 11 degrees 24 minutes 16 seconds East, 299.83 feet to the Point of Beginning. Containing 198,706 square feet or 4.562 acres, more or less.*

Parcel T-4:

*BEGINNING at an existing metal conduit being common with the Northeasterly corner of Parcel T-6; Thence, South 79 degrees 27 minutes 57 seconds West, 660.46 along the common line of Parcel T-6 feet to an existing metal conduit;
Thence, North 14 degrees 22 minutes 42 seconds East, 558.66 feet to an existing metal conduit;
Thence, South 69 degrees 47 minutes 15 seconds East, 558.39 feet to an existing metal conduit;
Thence, South 45 degrees 27 minutes 09 seconds West, 100.00 feet to a nail in a stump;
Thence, South 11 degrees 25 minutes 22 seconds East, 149.95 feet to the Point of Beginning. Containing 225,207 square feet or 5.170 acres, more or less. Map 141, Parcel 54.*

EXCLUSION NO. 2: WOODRIDGE CONDOMINIUMS

Being a tract of land located within the bounds of Cumberland Gardens Resort, formerly Renegade Resort, and lying on the Easterly side of Mountain Laurel Parkway, formerly Renegade Trail, near the Northerly bounds of Block 8 of Cumberland Gardens, and being more particularly described as follows:

*BEGINNING at a set iron pin with cap located at the Northwest, corner of the property and on the Easterly right-of-way of Mountain Laurel Parkway and being 236.70 feet North from a point on the Easterly right-of-way of Mountain Laurel Parkway and perpendicular from the common corner of Lots No. 227 and 228 of Block 8 on the Westerly right-of-way of Mountain Laurel Parkway as measured along the tangent and arc of the Easterly right-of-way of Mountain Laurel Parkway;
Thence, North 74 degrees 10 minutes 37 seconds East, 103.96 feet leaving the Easterly right-of-way of Mountain Laurel Parkway to a set iron pin with cap;
Thence, South 43 degrees 05 minutes 20 seconds East, 57.01 feet to a set iron pin with cap; Thence, South 14 degrees 21 minutes 38 seconds East, 485.02 feet to a set iron pin with cap; Thence, South 07 degrees 24 minutes 42 seconds East, 208.24 feet to a set iron pin with cap; Thence, South 73 degrees 14 minutes 32 seconds West, 89.10 feet to a set iron pin with cap; Thence, 39.27 feet along a curve to the left having a radius of 25 feet and chord bearing of South 28 degrees 14 minutes 32 seconds West, and a chord distance of 35.35 feet to a set iron pin;
Thence, along the Easterly right-of-way of Mountain Laurel Parkway the following bearings and distances: North 16 degrees 45 minutes 28 seconds West, 294.17 feet to a set iron pin and cap;
Thence, 92.93 feet along a curve to the right having a radius of 1,884.42 feet and a chord bearing of North 15 degrees 21 minutes 00 seconds West, and a chord distance of 92.92 feet to a set iron pin with cap;
Thence, North 13 degrees 46 minutes 01 seconds West, 221.61 feet to a set iron pin with cap; Thence, 161.76 feet along a curve to the right having a radius of 776.92 feet and a chord bearing of North 07 degrees 48 minutes 09 seconds West, and a chord distance of 161.46 feet to the point of Beginning. Containing 106,140 square feet or 2.437 acres,*

more or less. Map 141-L, Group B, Parcels 1, 2, and 3.

EXCLUSION NO. 3: LAUREL HILLS

Being two parcels of land located within the bounds of Cumberland Gardens, formerly Renegade Resort, and being bounded on the: Northeast, by Mountain Laurel Parkway (formerly Blackfoot Trail), and on the West, by Hickory Drive (formerly Big Pine), and on the East, by Crabapple Drive (formerly Cimarron Way), and on the South by Block 9 of Cumberland Gardens Resort, and being more particularly described as follows:

Parcel No. 1:

BEGINNING at a set iron pin located on the Southwesterly right-of-way of Mountain Laurel Parkway, and being the common corner of Parcels 1 and 2, and being South 61 degrees 24 minutes 32 seconds East, 190.14 feet from the point of curvature of the intersection of the Southwesterly right-of-way of Mountain Laurel Parkway and the Southeasterly right-of-way of Hickory Drive; Thence, South 28 degrees 35 minutes 29 seconds West, 86.0 feet along the common line of Parcels 1 and 2 to a set iron pin; Thence, North 61 degrees 24 minutes 32 seconds West, 60.13 feet along the common line of Parcels 1 and 2 to a set iron pin; Thence, South 28 degrees 40 minutes 49 seconds West, 39.14 feet along the common line of Parcels 1 and 2 to an existing iron pin; Thence, South 39 degrees 50 minutes 39 seconds East, 201.54 feet along the common line of Parcels 1 and 2 to an existing iron pin, being a common corner with Block 9 of Cumberland Gardens Resort; Thence, South 28 degrees 09 minutes 27 seconds East, 14.12 feet along the common line of Block 9 of Cumberland Gardens Resort to an existing iron pin; Thence, South 52 degrees 41 minutes 59 seconds West, 180.92 feet along the common line of Block 9 of Cumberland Gardens Resort to an existing iron pin on the Easterly right-of-way of Hickory Drive; Thence, along the Easterly right-of-way of Hickory Drive the following bearings and distances: 14.96 feet along a curve to the left having a radius of 202.24 feet and a chord bearing of North 33 degrees 30 minutes 51 seconds West, and a chord distance of 14.96 feet to an existing iron pin; Thence, North 35 degrees 38 minutes 02 seconds West, 186.96 feet to an existing iron pin; Thence, 115.69 feet along a curve to the right having a radius of 124.15 feet and a chord bearing of North 08 degrees 56 minutes 17 seconds West, and a chord distance of 111.55 feet to a set iron pin; Thence, North 17 degrees 45 minutes 29 seconds East, 154.0 feet to a set iron pin; Thence, 19.20 feet along a curve to the right having a radius of 101.55 feet and a chord bearing of North 23 degrees 10 minutes 29 seconds East, and a chord distance of 19.17 feet to a set iron pin at the point of curvature of the intersection of the Southwesterly right-of-way of Mountain Laurel Parkway and the Southeasterly right-of-way of Hickory Drive; Thence, 39.27 feet along a curve to the right having a radius of 25.0 feet and a chord bearing of North 73 degrees 35 minutes 29 seconds East, and a chord distance of 35.36

*feet to a set iron pin on the Southeasterly right-of-way of Mountain Laurel Parkway;
Thence, South 61 degrees 24 minutes 32 seconds East, 190.14 feet along the
Southwesterly right-of-way of Mountain Laurel Parkway to the point of beginning.
Containing 72,600 square feet or 1.666 acres, more or less.*

Parcel No. 2:

*BEGINNING at a set iron pin located on the Southwesterly right-of-way of Mountain Laurel Parkway and being the common corner of Parcels 1 and 2 and being South 61 degrees 24 minutes 32 seconds East, 190.14 feet from the point of curvature of the intersection of the Southwesterly right-of-way of Mountain Laurel Parkway and the Southeasterly right-of-way of Hickory Drive;
Thence, South 61 degrees 24 minutes 32 seconds East, 19.86 feet along the Southwesterly right-of-way of Mountain Laurel Parkway to a set iron pin;
Thence, 160.39 feet along a curve to the left along the Southwesterly right-of-way of Mountain Laurel Parkway having a radius of 225.04 feet and a chord bearing of South 81 degrees 49 minutes 36 seconds East, and a chord distance of 157.02 feet to a set iron pin at the point of curvature of the intersection of the Southerly right-of-way of Mountain Laurel Parkway and the Westerly right-of-way of Crabapple Drive;
Thence, 34.20 feet along a curve to the right having a radius of 25.0 feet and a chord bearing of South 63 degrees 03 minutes 00 seconds East, and chord distance of 31.60 feet to set iron pin on the Westerly right-of-way of Crabapple Drive;
Thence, South 23 degrees 51 minutes 19 seconds East, 106.95 feet along the Westerly right-of-way of Crabapple Drive to an existing iron pin being a common corner with Block 9 of Cumberland Gardens Resort;
Thence, South 68 degrees 02 minutes 55 seconds West, 245.71 feet along the common line of Block 9 of Cumberland Gardens Resort to an existing iron pin being a common corner with Parcel 1;
Thence, along the common line of Parcels 1 and 2 the following bearings and distances:
North 39 degrees 50 minutes 39 seconds West, 201.54 feet to an existing iron pin;
Thence, North 28 degrees 40 minutes 49 seconds East, 39.14 feet to a set- iron pin;
Thence, South 61 degrees 24 minutes 32 seconds East, 60.13 feet. to a set iron pin;
Thence, North 28 degrees 35 minutes 29 seconds East, 86.0 feet to the point of beginning.
Containing 47,881 square feet or 1.099 acres, more or less.*

Map 154-F, Group A, Parcel 14

EXCLUSION NO. 4: CUMBERLAND POINT

Being a parcel of land located on the Northerly margin of Mountainwood Road, formerly Bush Head Road, in Cumberland Gardens Resort, formerly Renegade Resort, said parcel being all of the Cumberland Point plat and being more particularly described as follows:

*BEGINNING at an iron pill set located at the intersection of the Northerly margin of Mountainwood Road and the Northwesterly margin of Elmwood Drive, formerly May Toy Road;
Thence, North 46 degrees 50 minutes 17 seconds West, 125.02 feet along the Northerly*

margin of Mountainwood Road to a set iron pin;

Thence, North 87 degrees 15 minutes 44 seconds West, 62.28 feet to an iron pin set;
Thence, North 59 degrees 06 minutes 16 seconds West, 138.13 feet to an iron pin set;
Thence, North 09 degrees 32 minutes 38 seconds West, 171.07 feet to an iron pin set;
Thence, North 45 degrees 02 minutes 27 seconds East, 256.93 feet to an iron pin set;
Thence, North 62 degrees 50 minutes 16 seconds East, 208.64 feet to an iron pin set;
Thence, North 01 degrees 28 minutes 53 seconds East, 111.91 feet to an iron pin set;
Thence, North 12 degrees 46 minutes 33 seconds West, 292.19 feet to an iron pin set;
Thence, North 62 degrees 14 minutes 53 seconds East, 434.05 feet to an iron pin set;
Thence, South 88 degrees 59 minutes 01 seconds East, 179.28 feet to an iron pin set;
Thence, South 64 degrees 05 minutes 03 seconds East, 238.09 feet to an iron pin set;
Thence, South 30 degrees 20 minutes 04 seconds East, 230.03 feet to an iron pin set;
Thence, South 36 degrees 18 minutes 18 seconds West, 293.79 feet to an iron pin set;
Thence, South 53 degrees 18 minutes 54 seconds West, 274.28 feet to an existing iron pin;
Thence, North 40 degrees 54 minutes 22 seconds West, 229.53 feet to an existing iron pin;
Thence, South 27 degrees 51 minutes 42 seconds West, 134.86 feet to an existing iron pin;
Thence, South 43 degrees 02 minutes 16 seconds East, 190.23 feet to an existing iron pin;
Thence, South 27 degrees 38 minutes 14 seconds West, 140.86 feet to an iron pin set;
Thence, South 61 degrees 54 minutes 32 seconds West, 119.48 feet to an iron pin set;
Thence, South 47 degrees 17 minutes 34 seconds West, 341.52 feet to the point of beginning. Containing 689,906 square feet or 15.84 acres, more or less. Map 142-I, Group C, Parcel 3.

EXCLUSION NO. 5: BLOCK 14

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, being more particularly described as follows:
Beginning at a newly set 1/2" rebar with cap located on the Southeast corner of lot 251 of block 8 of Renegade Resort as recorded in Plat Book 2, Page 90, as revised in Plat Book 9, Page 191, at the Cumberland County Register of Deeds;
Thence N 04°12'48" W along the east line of said lot 251, 238.92 feet to a found 3/8" rebar at the northeast corner of said lot 251;
Thence N 68°15'30" W, 97.37 feet;
Thence continue N 68°15'30" W, 59.91 feet to a newly set 1/2" rebar with cap on a circular curve to the right having a radius of 330.00 feet, a chord bearing of N 31° 46'10" E and a chord distance of 115.30 feet;
Thence along the arc of said circular curve 115.90 feet to a newly set 1/2" rebar with cap on the point of reverse curvature of a circular curve to the left, having a radius of 320.00 feet, a chord bearing of N 25°19'27" E and a chord distance of 181.84 feet;
Thence along the arc of said circular curve 184.38 feet to a newly set 1/2" rebar with cap;
Thence N 08°49'04" E, 87.22 feet to the point of curvature of a circular curve to the

right, having a radius of 230.00 feet, a chord bearing of N 46°14'47" E and a chord distance of 279.57 feet;
 Thence along the arc of said circular curve 300.49 feet to a newly set 1/2" rebar with cap;
 Thence N 83°40'29" E, 48.39 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the left, having a radius of 120.00 feet, a chord bearing of N 59°47'28" E and a chord distance of 97.17 feet;
 Thence along the arc of said circular curve 100.04 feet to a newly set 1/2" rebar with cap;
 Thence N 35°55'36" E, 34.16 feet to a newly set 1/2" rebar with cap;
 Thence S 60°05'21" E, 60.32 feet to a newly set 1/2" rebar with cap;
 Thence S 60°05'33" E, 153.70 feet to a newly set 1/2" rebar with cap;
 Thence S 12°27'56" W, 298.06 feet to a newly set 1/2" rebar with cap;
 Thence S 26°38'59" W, 203.99 feet to a newly set 1/2" rebar with cap;
 Thence S 28°15'53" E, 89.07 feet to a newly set 1/2" rebar with cap;
 Thence S 07°31'40" W, 309.51 feet to a newly set 1/2" rebar with cap;
 Thence N 68°32'14" W, 122.70 feet to a newly set 1/2" rebar with cap;
 Thence N 16°36'03" W, 68.63 feet to a newly set 1/2" rebar with cap;
 Thence N 50°30'33" W, 107.94 feet to a newly set 1/2" rebar with cap on a point on a circular curve to the right, having a radius of 315.00 feet, a chord bearing of S 45° 15'47" W and a chord distance of 63.35 feet;
 Thence along the arc of said circular curve 63.46 feet to a newly set 1/2" rebar with cap;
 Thence S 51°02'02" W, 143.25 feet to the point of Beginning of the herein described Parcel. Containing 8.809 acres more or less. Tax Map 142, Parcel No. Portion 31.

AND SUBJECT TO

A 60.00 foot wide Right of Way dedication along the Northwesterly boundary.

EXCLUSION NO. 6: POD K (Eagles Nest):

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, being more particularly described as follows:

Begin at the Northwest corner of Lot 328 Block 9, as recorded in Plat Book 3, Page 51-52, at the Cumberland County Register of Deeds, Cumberland County, Tennessee.
 Thence N 28d34"24" E, 159.93 feet;
 Thence N 61d08'17" W, 200.00 feet;
 Thence N 40d31'01" E, 966.40 feet;
 Thence N 54d53'24" E, 1781.38 feet;
 Thence S 75d56'13" E, 478.95 feet to the point of curvature of a circular curve to the Left, having a radius of 825.00 feet, a chord bearing of S 84d40'33" E and a chord distance of 250.68 feet;
 Thence along the arc of said circular curve 251.66 feet;
 Thence N 86d35'08" E, 251.95 feet to the point of curvature of a circular curve to the

Right, having a radius of 175.00 feet, a chord bearing of S 74d47'09" E and a chord distance of 111.80 feet;
 Thence along the arc of said circular curve 113.80 feet;
 Thence S 56d09'26" E, 45.52 feet to the point of curvature of a circular curve to the Right, having a radius of 50.00 feet, a chord bearing of S 02d17'36" W and a chord distance of 85.22 feet;
 Thence along the arc of said circular curve 102.02 feet;
 Thence S 60d44'37" W, 106.25 feet to the point of curvature of a circular curve to the Left, having a radius of 1075.00 feet, a chord bearing of S 47d41'17" W and a chord distance of 485.68 feet;
 Thence along the arc of said circular curve 489.91 feet;
 Thence S 34d37'57" W, 189.82 feet to the point of curvature of a circular curve to the Left, having a radius of 1075.00 feet, a chord bearing of S 40d56'32" W and a chord distance of 236.29 feet;
 Thence along the arc of said circular curve 236.77 feet;
 Thence S 13d23'05" W, 57.72 feet to the point of curvature of a circular curve to the Left, having a radius of 200.00 feet, a chord bearing of S 40°04'15" E and a chord distance of 321.36 feet;
 Thence along the arc of said circular curve 373.19 feet;
 Thence N 86d28'24" E, 450.98 feet to the point of curvature of a circular curve to the Right, having a radius of 324.92 feet, a chord bearing of S 78d24'40" E and a chord distance of 169.48 feet;
 Thence along the arc of said circular curve 171.46 feet to the point of compound curvature of a circular curve to the Right, having a radius of 100.00 feet, a chord bearing of S 28°47'51" E and a chord distance of 111.91 feet;
 Thence along the arc of said circular curve 118.77 feet to the point of compound curvature of a circular curve to the Right, having a radius of 225.00 feet, a chord bearing of S 21°01'27" W and a chord distance of 122.50 feet;
 Thence along the arc of said circular curve 124.06 feet;
 Thence S 36d49'13" W, 143.21 feet to the point of curvature of a circular curve to the Right, having a radius of 175.00 feet, a chord bearing of S 63d02'41" W and a chord distance of 154.66 feet;
 Thence along the arc of said circular curve 160.20 feet;
 Thence S 89d16'08" W, 224.28 feet to the point of curvature of a circular curve to the Left, having a radius of 325.00 feet, a chord bearing of S 64d15'27" W and a chord distance of 274.82 feet;
 Thence along the arc of said circular curve 283.75 feet;
 Thence S 39d14'46" W, 170.88 feet to the point of curvature of a circular curve to the Right, having a radius of 175.00 feet, a chord bearing of S 52d51'36" W and a chord distance of 82.38 feet;
 Thence along the arc of said circular curve 83.16 feet;
 Thence S 66d28'27" W, 472.64 feet to the point of curvature of a circular curve to the Right, having a radius of 175.00 feet, a chord bearing of N 78d16'48" W and a chord distance of 201.98 feet;
 Thence along the arc of said circular curve 215.31 feet;
 Thence N 43d02'02" W, 58.68 feet to the point of curvature of a circular curve to the Left, having a radius of 325.00 feet, a chord bearing of S 67d03'38" E and a chord distance of

264.66 feet;
Thence along the arc of said circular curve 272.58 feet;
Thence S 88d54'45" W, 563.53 feet to the point of curvature of a circular curve to the Left, having a radius of 275.00 feet, a chord bearing of S 57d45'18" W and a chord distance of 284.57 feet;
Thence along the arc of said circular curve 299.09 feet to the point of reverse curvature of a circular curve to the Right, having a radius of 325.00 feet, a chord bearing of S 40d35'33" W and a chord distance of 157.20 feet;
Thence along the arc of said circular curve 158.79 feet;
Thence S 54d35'29" W, 32.07 feet;
Thence N 35d18'19" W, 140.00 feet;
Thence S 55d15'12" W, 110.20 feet;
Thence N 39d50'55" W, 191.53 feet;
Thence S 56d21'00" E, 49.42 feet ; to the point of curvature of a circular curve to the Left, having a radius of 225.00 feet, a chord bearing of S 42d29'11" W and a chord distance of 107.83 feet;
Thence along the arc of said circular curve 109.01 feet;
Thence N 61d41'35" W, 50.00 feet;
Thence N 61d41'34" W, 166.26 feet to the Point of Beginning of the herein described Parcel of Land: Containing 98 acres more or less. (Map 142, Portion of Parcel 31.00.)

EXCLUSION NO.7: PLATTED LOTS

THERE IS ALSO EXCLUDED FROM THIS DEED AND NOT HEREIN CONVEYED THE FOLLOWING PLATTED LOTS:

ALL LOTS IN BLOCK 1:

The foregoing lots are of record in Plat Book 2, page 57, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 2:

The foregoing lots are of record in Plat Book 2, page 58, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 2 Revised:

The foregoing lots are of record in Plat Book 2, page 89, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 4:

The foregoing lots are of record in Plat Book 2, page 69, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and

bounds description of said lots.

ALL LOTS IN BLOCK 4-A:

The foregoing lots are of record in Plat Book 2, page 67, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 5:

The foregoing lots are of record in Plat Book 2, page: 68, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 6:

The foregoing lots are of record in Plat Book 3, page 5, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 7:

The foregoing lots are of record in Plat Book 2, page 81, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 8:

The foregoing lots are of record in Plat Book 2, page 90, as revised in Plat Book 9, page 191, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 9:

The foregoing lots are of record in Plat Book 3, pages 51-52, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots. Lot 404 was revised by a plat of record in Plat Book 8, page 289, Register's Office, Cumberland County, Tennessee.

ALL LOTS IN BLOCK 10:

The foregoing lots are of record in Plat Book 3, page 54, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 10-A:

The foregoing lots are of record in Plat Book 5, page 70, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 11:

The foregoing lots are of record in Plat Book 3, page 55, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and

bounds description of said lots.

ALL LOTS IN BLOCK 12:

The foregoing lots are of record in Plat Book 3, page 56 and revised in Plat Book 5, page 14, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 12A:

The foregoing lots are of record in Plat Book 5, page 13, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN RENEGADE HEIGHTS EAST,:

The foregoing lot is of record in Plat Book 5, page 63, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made for the metes and bounds description of said lot.

ALL LOTS IN BLOCK 15:

The foregoing lots are of record in Plat Book 9, page 188, as revised in Plat Book 9, page 207, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS IN BLOCK 16:

The foregoing lots are of record in Plat Book 9, page 189-190, as revised in Plat Book 9, pages 208-209, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made for the metes and bounds description of said lots.

ALL LOTS INBLOCK 17:

The foregoing lots are of record in Plat Book 10, page 419, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made for the metes and bounds description of said lots.

EXCLUSION NO.8: GOLF COURSE

Mar. 29, 2001

**LEGAL DESCRIPTION
RENEGADE GOLF COURSE**

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, being more particularly described as follows:

Parcel 1, (4.)

Beginning at a newly set 1/2" rebar with cap located on the southwesterly boundary of the golf course and the easterly Right-of-Way Line of Mountain Laurel Parkway, being N 72°13'38" E, 50.00 feet from the common corner of lots 247 and 248 of block 8 of Renegade Resort as recorded in Plat Book 2, Page 90, at the Cumberland County Register of Deeds; Said point being the point of curvature of a circular curve to the right, having a radius of 2171.44 feet, a chord bearing of N 15°12'19" W and a chord distance of 194.87 feet;

Thence, along the said Right-of-Way line of Mountain Laurel Parkway the following call: Along the arc of said circular curve 194.94 feet to a newly set 1/2" rebar with cap;

Thence, leaving the said Right-of-Way line of Mountain Laurel Parkway, N 77°21'59" E, 79.99 feet to a newly set 1/2" rebar with cap;

Thence, N 12°37'49" W, 293.65 feet to a newly set 1/2" rebar with cap;

Thence, N 23°37'22" E, 67.66 feet to a newly set 1/2" rebar with cap;

Thence, N 12°37'56" W, 310.00 feet to a newly set 1/2" rebar with cap;

Thence, S 77°22'11" W, 119.15 feet to a point on a circular curve to the right, having a radius of 527.97 feet, a chord bearing of N 05°42'41" W and a chord distance of 67.27 feet; Said point being a newly set 1/2" rebar with cap on the said Right-of-Way line of Mountain Laurel Parkway,

Thence, along the said Right-of-Way line of Mountain Laurel Parkway the following calls: Along the arc of said circular curve 67.32 feet to a newly set 1/2" rebar with cap;

Thence, N 02°04'03" W, 285.82 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the left, having a radius of 914.68 feet, a chord bearing of N 05°19'24" W and a chord distance of 103.90 feet;

Thence, along the arc of said circular curve 103.96 feet to a newly set 1/2" rebar with cap;

Thence, N 08°34'46" W, 87.59 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the left, having a radius of 730.89 feet, a chord bearing of N 12°40'07" W and a chord distance of 104.28 feet;

Thence, along the arc of said circular curve 104.37 feet to a newly set 1/2" rebar with cap;

Thence, N 16°45'28" W, 15.63 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 25.00 feet, a chord bearing of N 28° 14'32" E and a chord distance of 35.36 feet; Said point being the southwest corner of Woodridge Condominiums (Map

141-l, Group B, Parcels 1, 2, and 3.

Thence, along the south and east boundary of said Woodridge Condominiums the following calls: leaving the said Right-of-Way line of Mountain Laurel Parkway, along the arc of said circular curve 39.28 feet to a newly set 1/2" rebar with cap;
Thence, N 73°14'32" E, 89.10 feet to a newly set 1/2" rebar with cap;
Thence, N 07°24'42" W, 208.24 feet to a newly set 1/2" rebar with cap;
Thence, N 14°21'38" W, 399.92 feet to a newly set 1/2" rebar with cap;
Thence, leaving the easterly boundary of said Woodridge Condominiums, N 75°38'21"E, 312.83 feet to a newly set 1/2" rebar with cap;

Thence, S55°15'13" E, 876.61 feet to a newly set 1/2" rebar with cap;
Thence, S 28°26'23" E, 178.50 feet to a newly set 1/2" rebar with cap;
Thence, S 11°57'33" E, 219.92 feet to a newly set 1/2" rebar with cap;
Thence, S16°03'51" E, 551.10 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 25.00 feet, a chord bearing of S 26°50'42" W and a chord distance of 34.03 feet;
Thence, along the arc of said circular curve 37.43 feet to a newly set 1/2" rebar with cap;
Thence, S 69°44'02" W, 65.91 feet to a newly set 1/2" rebar with cap;
Thence, N 19°49'44" W, 100.00 feet to a newly set 1/2" rebar with cap;
Thence, N 42°17'36" W, 156.99 feet to a newly set 1/2" rebar with cap;
Thence, N 13°30'28" W, 138.25 feet to a newly set 1/2" rebar with cap;
Thence, N 27°47'23" W, 666.80 feet to a newly set 1/2" rebar with cap;
Thence, N 57°32'32" W, 290.77 feet to a newly set 1/2" rebar with cap;
Thence, N 48°45'35" W, 176.66 feet to a newly set 1/2" rebar with cap;
Thence, S 52°52'29" W, 74.37 feet to a newly set 1/2" rebar with cap;
Thence, S 00°22'02" E, 228.58 feet to a newly set 1/2" rebar with cap;
Thence, N 88°59'12" E, 158.95 feet to a newly set 1/2" rebar with cap;
Thence, S 42°16'34" E, 350.86 feet to a newly set 1/2" rebar with cap;
Thence, S 04°21'40" E, 605.21 feet to a newly set 1/2" rebar with cap on a point on a circular curve to the left, having a radius of 299.59 feet, a chord bearing of S 84°03'50" E and a chord distance of 349.32 feet;
Thence, along the arc of said circular curve 372.94 feet to a newly set 1/2" rebar with cap;
Thence, N 70°09'42" E, 59.99 feet to a newly set 1/2" rebar with cap;
Thence, S 19°49'44" E, 79.67 feet to a newly set 1/2" rebar with cap;
Thence, S 69°46'09" W, 108.61 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the left, having a radius of 149.27 feet, a chord bearing of S 52°50'45" W and a chord distance of 87.38

feet;

Thence, along the arc of said circular curve 88.68 feet to a newly set 1/2" rebar with cap;

Thence, S35°54'05" W, 106.80 feet to a newly set 1/2" rebar with cap;

Thence S35°55'36" W, 34.16 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 120.00 feet, a chord bearing of S59°47'28" W and a chord distance of 97.17 feet;

Thence, along the arc of said circular curve 100.04 feet to a newly set 1/2" rebar with cap;

Thence S83°40'29" W, 48.39 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the left, having a radius of 230.00 feet, a chord bearing of S 46°14'47" W and a chord distance of 279.57 feet;

Thence, along the arc of said circular curve 300.49 feet to a newly set 1/2" rebar with cap;

Thence, S 08°49'04" W, 87.22 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 320.00 feet, a chord bearing of S 25°19'27" W and a chord distance of 181.84 feet;

Thence, along the arc of said circular curve 184.38 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the left, having a radius of 330.00 feet, a chord bearing of S 31°46'10" W and a chord distance of 115.30;

Thence, along the arc of said circular curve 115.90 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 75.00 feet, a chord bearing of N 88°01'57" W and a chord distance of 141.18 feet;

Thence, along the arc of said circular curve 183.93 feet to a newly set 1/2" rebar with cap;

Thence, N 17°46'22" W, 51.95 feet to the Point of Beginning of the herein described parcel 1. (Containing 31.882 Acres more or less)

AND

Parcel 2 (5.)

Beginning at a found 5/8" rebar located on the Southerly Right-of-Way Line of Mountain Laurel Parkway, being the Northeast corner of lot 250 of block 8 of Renegade Resort as recorded in Plat Book 2, Page 90, at the Cumberland County Register of Deeds and being a point on a circular curve to the right, having a radius of 165.29 feet, a chord bearing of S 29°39'03" E and a chord distance of 181.16 feet;

Thence, along the arc of said circular curve 191.73 feet to a newly set 1/2" rebar with cap;

Thence S 03°37'03" W, 289.94 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 1253.76 feet, a chord bearing of S 06°41'12" W and a chord distance of 134.31 feet;

Thence along the arc of said circular curve 134.37 feet to a newly set 1/2" rebar with cap;

Thence, S 80°14'29" E, 50.00 feet to a found 5/8" rebar with hub on a point being on the westerly property line of Lot 254, said Block 8 and on the boundary of said block 8;

Thence, along said boundary of said Block 8 the following calls: S 04° 13'19" W, 107.59 feet to a found 5/8" rebar with hub;

Thence S 64°38'42" E, 50.76 feet to a found 5/8" rebar with cap;

Thence S 64°38'42" E, 50.76 feet to a found 5/8" rebar with cap;

Thence N 35°20'36" E, 133.93 feet to a found 5/8" rebar with hub;

Thence N 12°42'16" E, 153.80 feet to a newly set 1/2" rebar with cap;

Thence S 86°32'56" E, 21.07 feet to a newly set 1/2" rebar with cap;

Thence N 04°08'59" W, 292.63 feet to a newly set 1/2" rebar with cap;

Thence, leaving the boundary of said block 8, N 51°02'02" E, 143.25 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the left, having a radius of 315.00 feet, a cord bearing of N 45°15'47" W and a cord distance of 63.35 feet;

Thence along the arc of said circular curve 63.46 feet to a newly set 1/2" rebar with cap;

Thence S 50°30'33" E, 107.94 feet to a newly set 1/2" rebar with cap;

Thence S 16°36'03" E, 68.63 feet to a newly set 1/2" rebar with cap;

Thence S 68°32'14" E, 122.70 feet to a newly set 1/2" rebar with cap;

Thence N 07°31'40" E, 309.52 feet to a newly set 1/2" rebar with cap;

Thence N 28°15'53" W, 89.07 feet to a newly set 1/2" rebar with cap;

Thence N 26°38'59" E, 203.99 feet to a newly set 1/2" rebar with cap;

Thence N 12°27'56" E, 298.06 feet to a newly set 1/2" rebar with cap;

Thence N 60°05'33" W, 153.70 feet to a newly set 1/2" rebar with cap;

Thence N 35°54'26" E, 100.50 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 90.00 feet, a chord bearing of N 52°49'09" E and a chord distance of 52.36 feet;

Thence along the arc of said circular curve 53.13 feet to a newly set 1/2" rebar with cap;

Thence N 69°17'56" E, 77.40 feet to a newly set 1/2" rebar with cap;

Thence N 89°20'49" E, 85.60 feet to a newly set 1/2" rebar with cap;

Thence S 71°19'30" E, 128.30 feet to a found 5/8" rebar with hub on the most westerly corner of Block 17 Renegade Mountain as recorded in Plat Book 10, Page 419, at the Cumberland County, Tennessee Register of Deeds;

Thence, along the boundary of said Block 17 the following calls: S 71° 16'02" E, 101.66 feet to a found 5/8" rebar with hub;

Thence S 83°03'07" E, 49.65 feet to a found 5/8" rebar with hub;

Thence S 86°50'40" E, 52.15 to a found 5/8" rebar with hub;

Thence S 86°48'15" E, 31.99 to a found 5/8" rebar with hub;

Thence S 68°14'52" E, 85.64 feet to a found 5/8" rebar with hub;

Thence S 79°34'59" E, 179.31 feet to a found 1/2" rebar with 669R on the southwest boundary of lot 126-A, Block 2 of Renegade Resort as recorded in Plat Book 2, Page 89, at the Cumberland County, Tennessee Register of Deeds;

Thence, leaving the boundary of said block 17, along the boundary of said Block 2 the following calls: S 65°39'48" E, 123.31 feet to a to a found 1/2" rebar;

Thence S 29°06'27" W, 178.65 feet to a found 1/2" rebar;

Thence S 00°46'45" E, 194.44 feet to a found 1/2" rebar;

Thence S 32°08'14" E, 182.03 feet to a found 1/2" rebar;

Thence S 34°11'40" E, 95.07 feet to a found 1/2" rebar;

Thence, leaving the boundary of said Block 2, S 64°11'52" W, 267.03 feet to a found 5/8" rebar with hub on the southeasterly corner of Lot 7, Block 15 Renegade Resort as recorded in Plat Book 9, Page 188, at the Cumberland County, Tennessee Register of Deeds;

Thence, along the boundary of said Block 15 the following calls: N 26° 46'10" W, 111.88 feet to a found 5/8" rebar with hub;

Thence, S 67°45'08" W, 80.50 feet to a found 5/8" rebar with hub;

Thence, N 83°45'32" W, 67.34 feet to a newly set 1/2" rebar with cap;

Thence, S 68°16'11" W, 110.97 feet to a found 5/8" rebar with hub;

Thence, S 06°25'37" E, 210.67 feet to a newly set 1/2" rebar with cap;

Thence, leaving the boundary of said Block 15, S 17°45'13" W, 551.86 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 25.00 feet, a chord bearing of N 61° 18'01" W and a chord distance of 34.45 feet;

Thence, along the arc of said circular curve 38.00 feet to a newly set 1/2" rebar with cap;

Thence, N 79°09'12" W, 31.11 feet; to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of

25.00 feet, a chord bearing of N 30°33'23" W and a chord distance of 35.11 feet;

Thence, along the arc of said circular curve 38.92 feet to a newly set 1/2" rebar with cap;

Thence, N 14°02'25" E, 204.76 feet to a newly set 1/2" rebar with cap;

Thence, N 09°08'48" E, 200.71 feet to a newly set 1/2" rebar with cap;

Thence, N 06°24'40" E, 249.59 feet to a newly set 1/2" rebar with cap;

Thence, N 06°21'42" W, 58.06 feet to a newly set 1/2" rebar with cap;

Thence, S 83°35'32" W, 28.96 feet to a newly set 1/2" rebar with cap;

Thence, N 06°23'10" W, 176.62 feet to a newly set 1/2" rebar with cap;

Thence, S 88°06'13" W, 114.75 feet to a newly set 1/2" rebar with cap;

Thence, S 01°54'13" E, 199.94 feet to a newly set 1/2" rebar with cap on the northwest corner of Lot 5, said Block 15 and the boundary of Block 15;

Thence, along the boundary of said Block 15 the following calls: Thence S 10°19'15" W, 250.07 feet to a newly set 1/2" rebar with cap;

Thence, S 09°09'55" W, 200.00 feet to a found 5/8" rebar with hub;

Thence, S 12°01'55" W, 200.25 feet to a found 5/8" rebar with hub;

Thence, S 14°31'50" W, 170.06 feet to a newly set 1/2" rebar with cap;

Thence, S 16°57'22" W, 276.26 feet to a newly set 1/2" rebar with cap on the southwest corner of Lot 1, said Block 15.

Thence, leaving the boundary of said Block 15, continue S 16°57'22" W, 111.79 feet to a newly set 1/2" rebar with cap;

Thence, S 00°00'01" E, 306.30 feet to a found 5/8" rebar with hub on the northwest corner of Lot 4, Block 16 Renegade Resort as recorded in Plat Book 9, Page 188, at the Cumberland County, Tennessee Register of Deeds;

Thence, along the boundary of said Block 16 the following calls: Continue S 00°00'01" W, 120.00 feet to a 1/2" rebar with cap;

Thence S 00°00'00" W, 120.00 feet to a found 5/8" rebar with hub;

Thence, S 04°45'49" E, 120.42 feet to a found 5/8" rebar with hub;

Thence, S 01°18'02" E, 120.03 feet to a found 5/8" rebar with hub;

Thence, S 01°18'-21"E, 231.12 feet to a found 5/8" rebar with hub;

Thence, S 01°04'33" W, 110.09 feet to a found 5/8" rebar with hub;

Thence, S 05°58'20" W, 224.02 feet to a found 5/8" rebar with hub;

Thence, S 19°35'05" W, 78.60 feet to a found 5/8" rebar with hub on the point of curvature of a circular curve to the right, having a radius of 100.23 feet, a chord bearing of S 50°54'46" W and a cord distance of 103.86 feet;

Thence along the arc of said circular curve 109.18 feet to a found 5/8" rebar with hub;

Thence, S 82°10'09" W, 229.11 feet to a newly set 1/2" rebar with cap;

Thence, S 31°55'48" E, 487.32 feet to a found 5/8" rebar with hub;
 Thence, S 51°44'08" E, 427.75 feet to a found 5/8" rebar with hub;
 Thence, S 72°37'31" E, 483.24 feet to a found 5/8" rebar with hub;
 Thence, N 70°06'54" E, 93.61 feet to a found 5/8" rebar with hub;
 Thence, N 14°53'58" E, 170.29 feet to a found 5/8" rebar with hub;
 Thence, N 15°07'06" W, 340.01 feet to a found 5/8" rebar with hub;
 Thence, N 02°38'30" E, 132.09 feet to a found 5/8" rebar with hub;
 Thence, N 18°06'37" W, 160.61 feet to a found 5/8" rebar with hub;
 Thence, N 03°30'57" W, 115.15 feet to a found 5/8" rebar with hub;
 Thence, N 03°45'55" E, 248.22 feet to a found 5/8" rebar with hub;
 Thence, N 24°40'47" E, 154.93 feet to a found 5/8" rebar with hub;
 Thence, N 06°33'51" E, 158.91 feet to a found 5/8" rebar with hub;
 Thence, N 20°05'52" W, 144.78 feet to a found 5/8" rebar with hub;
 Thence, N 03°43'57" W, 280.52 feet to a found 5/8" rebar with hub;
 Thence, N 00°52'58" E, 362.36 feet to a newly set 1/2" rebar with cap;
 Thence, N 08°41'30" W, 315.51 feet to a found 5/8" rebar with hub;
 Thence, N 04°03'06" W, 194.47 feet to a newly set 1/2" rebar with cap;
 Thence, N 90°00'00" E, 50.00 feet to a newly set 1/2" rebar with cap;
 Thence, S 31°22'30" E, 87.68 feet to a found 5/8" rebar with hub;

Thence, S 54°14'15" E, 114.50 feet to a found 5/8" rebar with hub;
 Thence, N 89°48'35" E, 150.00 feet to a found 5/8" rebar with hub on the
 northwest corner of Lot 633, Block 6 Renegade Resort as recorded in Plat
 Book 3, Page 25, at the Cumberland County, Tennessee Register of Deeds;
 Thence, leaving the boundary of said Block 16, along the Boundary of said
 Block 6 the following calls: S 24°28'19" E, 183.49 feet to a newly set 1/2"
 rebar with cap;
 Thence, S 01°56'12" W, 798.66 feet to a newly set 1/2" rebar with cap;
 Thence, S 06°54'16" E, 473.31 feet to the south west corner of Lot 646, said
 Block 6 to a found hub;
 Thence, leaving the boundary of said Block 16, S 13°13'03" W, 529.80 feet
 to a newly set 1/2" rebar with cap;
 Thence, S 14°50'48" E, 726.27 feet to a newly set 1/2" rebar with cap;
 Thence, S 36°32'15" W, 290.50 feet to a newly set 1/2" rebar with cap;
 Thence, N 73°31'52" W, 1158.74 feet to a newly set 1/2" rebar with cap;
 Thence, N 40°42'31" W, 372.95 feet to a newly set 1/2" rebar with cap;
 Thence, N 19°32'00" W, 788.85 feet to a newly set 1/2" rebar with cap;
 Thence, N 66°30'29" E, 108.43 feet to a newly set 1/2" rebar with cap;
 Thence, N 90°00'00" E, 285.37 feet to a newly set 1/2" rebar with cap;
 Thence, N 00°00'00" E, 739.12 feet to a newly set 1/2" rebar with cap;

Thence, N 65°13'45" W, 123.80 feet to a newly set 1/2" rebar with cap;
Thence, S 41°44'18" W, 428.65 feet to a newly set 1/2" rebar with cap;
Thence, N 90°00'00" W, 147.94 feet to a newly set 1/2" rebar with cap;
Thence, N 00°00'00" W, 61.37 feet to a newly set 1/2" rebar with cap;
Thence, N 90°00'00" W, 136.08 feet to a newly set 1/2" rebar with cap;
Thence, N 00°00'00" W, 460.11 feet to a newly set 1/2" rebar with cap;
Thence, N 09°45'16" E, 676.44 feet to a newly marked X on bluff;
Thence, N 19°06'38" E, 290.09 feet to a newly set 1/2" rebar with cap on
the point on a circular curve to the left, having a radius of 675.00 feet, a
chord bearing of N 18°47'10" W and a cord distance of 51.03 feet;
Thence, along the arc of said circular curve 51.05 feet to a newly set 1/2"
rebar with cap on the point of compound curvature of a circular curve to the
right, having a radius of 225.00 feet, a chord bearing of N 08°24'06" E and a
chord distance of 220.59 feet;
Thence, along the arc of said circular curve 230.55 feet to a newly set 1/2"
rebar with cap;
Thence, N 35°24'11" E, 65.43 feet to a found 5/8" rebar on the southeast
corner of Lot 250, said Block 8 and the boundary of said Block 8;

Thence, along the Boundary of said Block 8 the following calls: N 11°
14'38" E, 102.96 feet to a found 5/8" rebar;
Thence N 27°41'09" E, 91.35 feet to the Point of Beginning of the herein
described Parcel 2. (Containing 88.58 Acres more or less)

Containing 88.58 acres more or less as per survey by O. D. PUGH, Jr., R.L.S. #
699 located at 107 Livingston Road, Crossville, Tennessee 38555 dated March
29, 2001. Being Survey Job Number (00120-4+5).

EXCLUSION NO.9: POD C

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and
being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort,
formerly Renegade Resorts, being more particularly described as follows:

Beginning at a newly set 1/2" rebar with cap, bearing S 22°51'14" W, 50.03 feet from the
Southwesterly corner of lot 1 of block 1 of Renegade Mountain as recorded in Plat Book
2, Page 57, at the Cumberland County Register of Deeds;
Thence, S 22°51'14" W, 197.62 feet to a newly set 1/2" rebar with cap;
Thence, S 29°24'40" W, 66.76 feet to a newly set 1/2" rebar with cap
Thence, N 56°51'25" W, 155.04 feet to a newly set 1/2" rebar with cap;
Thence, S 67°00'07" W, 189.25 feet to a newly set 1/2" rebar with cap;

Thence, S 75°38'12" W, 274.24 feet to a newly set 1/2" rebar with cap;
 Thence, N 14°21'39" W, 189.20 feet to a newly set 1/2" rebar with cap;
 Thence, S 86°50'48" W, 303.65 feet to a newly set 1/2" rebar with cap;
 Thence, N 01°50'17" W, 730.44 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 400.00 feet, a chord bearing of N 45°14'57" E and a chord distance of 585.91 feet;
 Thence, along the arc of said circular curve 657.46 feet to a newly set 1/2" rebar with cap;
 Thence, S 87°39'49" E, 281.58 feet to a newly set 1/2" rebar with cap;
 Thence, South, 513.43 feet;
 Thence, S 87°39'49" E, 207.19 feet;
 Thence, S 60°22'55" E, 15.32 feet;
 Thence, S 02°20'11" W, 211.24 feet to the point of curvature of a circular curve to the left, having a radius of 250.00 feet, a chord bearing of S 28°56'20" E and a chord distance of 296.76 feet;
 Thence, along the arc of said circular curve 317.71 feet to the Point of Beginning of the herein described Convention Center Site Tract. (Containing 22.18 Acres more or less).
A Portion of Map 142, Parcel 31.00.

EXCLUSION NO.10: TRACT A

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, being more particularly described as follows:

Beginning at a newly set 1/2" rebar with cap located on the Northerly Right-of-Way Line of Mountain Laurel Parkway, and being N 70°56'54" W, 217.35 feet from the Northwestern corner of lots 1 of block 17 of Renegade Mountain as recorded in Plat Book 10, Page 419, at the Cumberland County Register of Deeds;

Thence S 69°38'24" W, 50.00 feet to a newly set 1/2" rebar with cap;
 Thence N 19°49'44" W, 79.67 feet to a newly set 1/2" rebar with cap;
 Thence S 70°09'42" W, 59.99 feet to a newly set 1/2" rebar with cap on a point on a circular curve to the right, having a radius of 299.59 feet, a chord bearing of N 84°03'50" W and a chord distance of 349.32 feet;
 Thence along the arc of said circular curve 372.94 feet to a newly set 1/2" rebar with cap;
 Thence N 04°21'40" W, 605.21 feet to a newly set 1/2" rebar with cap;
 Thence N 42°16'34" W, 350.86 feet to a newly set 1/2" rebar with cap;
 Thence S 88°59'12" W, 158.95 feet to a newly set 1/2" rebar with cap;
 Thence N 00°22'02" W, 228.58 feet to a newly set 1/2" rebar with cap;
 Thence N 52°52'29" E, 74.37 feet to a newly set 1/2" rebar with cap;
 Thence S 48°45'35" E, 176.66 feet to a newly set 1/2" rebar with cap;
 Thence S 57°32'32" E, 290.77 feet to a newly set 1/2" rebar with cap;
 Thence S 27°47'23" E, 666.80 feet to a newly set 1/2" rebar with cap;
 Thence S 13°30'28" E, 138.25 feet to a newly set 1/2" rebar with cap;
 Thence S 42°17'36" E, 156.99 feet to a newly set 1/2" rebar with cap;
 Thence S 19°49'44" E, 100.00 feet to the Point of Beginning of the herein described Tract A.
Being a portion of Map 142, parcel 31.00 . (Containing 7.583 Acres more or less)

EXCLUSION NO.11: TRACT B

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and

being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, being more particularly described as follows:
Beginning at a newly set 1/2" rebar with cap located on the Southerly Right-of-Way Line of Mountain Laurel Parkway, and being N 21°50'59" W, 1105.22 feet from the Northwestern corner of lots 1 of block 17 of Renegade Mountain as recorded in Plat Book 10, Page 419, at the Cumberland County Register of Deeds;
Thence N 55°15'13" W, 876.61 feet to a newly set 1/2" rebar with cap;
Thence N 67°00'07" E, 189.25 feet to a newly set 1/2" rebar with cap;
Thence S 56°51'25" E, 155.04 feet;
Thence N 29°24'40" E, 66.76 feet;
Thence S 60°35'20" E, 86.56 feet; to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 200.00 feet, a chord bearing of S 44°30'51" E and a chord distance of 110.76 feet;
Thence along the arc of said circular curve 112.22 feet to a newly set 1/2" rebar with cap;
Thence S 28°26'23" E, 483.85 feet to the Point of Beginning of the herein described Tract B.
Being a portion of Map 142, parcel 31.00. (Containing 3.388 Acres more or less)

EXCLUSION NO.12: TRACT C

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, being more particularly described as follows:
Beginning at a newly set 1/2" rebar with cap located on the Northerly Right-of-Way Line of Mountain Laurel Parkway, and being N 77°22'15" E, 50.00 feet from the common corner of lots 245 and 246 of block 8 of Renegade Resort as recorded in Plat Book 2, Page 90, at the Cumberland County Register of Deeds;
Thence N 12°37'50" W, 628.21 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 527.97 feet, a chord bearing of N 11°01'15" W and a chord distance of 30.02 feet;
Thence along the arc of said circular curve 30.02 feet to a newly set 1/2" rebar with cap;
Thence N 77°22'11" E, 119.15 feet to a newly set 1/2" rebar with cap;
Thence S 12°37'56" E, 310.00 feet to a newly set 1/2" rebar with cap;
Thence S 23°37'22" W, 67.66 feet to a newly set 1/2" rebar with cap;
Thence S 12°37'49" E, 293.65 feet to a newly set 1/2" rebar with cap;
Thence S 77°21'59" W, 79.99 feet to the Point of Beginning of the herein described Tract C.

Being a portion of Map 142, parcel 31.00. (Containing 1.518 acres more or less)

EXCLUSION NO.13: Renegade Mountain R/W

**INGRESS-EGRESS EASEMENT TO TRACT 1 (6000 ACRES) AS DESCRIBED
IN DEED BOOK 1047 AT PAGE 1753-1755, at the Cumberland County Register of
Deeds**

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, said tract of land being 150 feet wide lying 75 feet on each side of the following described center line:

Beginning at a point in the existing paved mountain laurel parkway; said point lying N35° 24'32"W, 24.00 feet of the Northeast corner of Lot 908 Block 9 of Renegade Mountain as recorded in Plat Book 3, Page 51-52; Thence N 54°35'29" E, 32.07 feet to the point of curvature of a circular curve to the left, having a radius of 400.00 feet, a chord bearing of N 40°35'40" E and a chord distance of 193.50 feet; Thence along the arc of said circular curve 195.43 feet to the point of reverse curvature of a circular curve to the right, having a radius of 200.00 feet, a chord bearing of N 57°45'18" E and a chord distance of 206.96 feet; Thence along the arc of said circular curve 217.52 feet to the point of tangency of said circular curve: Thence S 88°54'45" W, 563.53 feet to the point of curvature of a circular curve to the right, having a radius of 250.00 feet, a chord bearing of S 67°03'38" E and a chord distance of 203.58 feet; Thence S 43°02'02" E, 58.68 feet to the point of curvature of a circular curve to the left, having a radius of 250.00 feet, a chord bearing of S 78°16'47" E and a chord distance of 288.54 feet; Thence along the arc of said circular curve 307.58 feet to the point of tangency of said circular curve; Thence N 66°28'27" E, 472.64 feet to the point of curvature of a circular curve to the left, having a radius of 250.00 feet, a chord bearing of N 52°51'36" E and a chord distance of 117.69 feet; Thence along the arc of said circular curve 118.80 feet to the point of tangency of said circular curve; Thence N 39°14'46" E, 58.68 feet to the point of curvature of a circular curve to the right, having a radius of 250.00 feet, a chord bearing of N 64°15'27" E and a chord distance of 211.40 feet; Thence along the arc of said circular curve 218.27 feet to the point of tangency of said circular curve; Thence N 89°16'08" E, 224.28 feet to the point of curvature of a circular curve to the left, having a radius of 250.00 feet, a chord bearing of N 63°02'41" E and a chord distance of 220.94 feet; Thence along the arc of said circular curve 228.85 feet to the point of tangency of said circular curve; Thence N 36°49'13" E, 143.21 feet to the point of curvature of a circular curve to the left, having a radius of 300.00 feet, a chord bearing of N 21°01'27" E and a chord distance of 163.33 feet; Thence along the arc of said circular curve 165.42 feet to the point of compound curvature of a circular curve to the left, having a radius of 175.00 feet, a chord bearing of N 29°08'29" W and a chord distance of 197.58 feet; Thence along the arc of said circular curve 209.95 feet to the point of compound curvature of a circular curve to the left, having a radius of 400.00 feet, a chord bearing of N 78°31'07" W and a chord distance of 207.16 feet;

Thence along the arc of said circular curve 209.55 feet to the point of tangency of said circular curve; Thence S 86°28'24" W, 450.98 feet to the point of curvature of a circular curve to the right, having a radius of 125.00 feet, a chord bearing of N 40°04'15" W and a chord distance of 200.85 feet; Thence N 13°23'05" E, 57.72 feet to the point of curvature of a circular curve to the right, having a radius of 200.00 feet, a chord bearing of N 24° 00'31" E and a chord distance of 73.74 feet;

Thence N 13°23'05" E, 57.72 feet to the point of curvature of a circular curve to the right, having a radius of 200.00 feet, a chord bearing of N 24°00'31" E and a chord distance of 73.74 feet; Thence N 34°37'57" E, 189.82 feet to the point of curvature of a circular curve to the right, having a radius of 1000.00 feet, a chord bearing of N 47°41'17" E and a

chord distance of 451.79 feet;

Thence along the arc of said circular curve 455.73 feet to the point of tangency of said circular curve; Thence N 60°44'37" E, 106.25 feet to the point of curvature of a circular curve to the left, having a radius of 125.00 feet, a chord bearing of N 01°36'21" E and a chord distance of 211.16 feet; Thence along the arc of said circular curve 255.04 feet to the point of tangency of said circular curve; Thence N 56°09'26" W, 45.52 feet to the point of curvature of a circular curve to the left, having a radius of 250.00 feet, a chord bearing of S 74°47'09" E and a chord distance of 159.72 feet;

Thence along the arc of said circular curve 162.57 feet to the point of tangency of said circular curve; Thence S 86°35'08" W, 251.95 feet to the point of curvature of a circular curve to the right, having a radius of 750.00 feet, a chord bearing of N 84°40'33" W and a chord distance of 227.89 feet; Thence along the arc of said circular curve 228.78 feet to the point of tangency of said circular curve; Thence N 75°56'13" W, 478.95 feet to the point of curvature of a circular curve to the left, having a radius of 200.00 feet, a chord bearing of S 88°02'12" W and a chord distance of 110.43 feet; Thence along the arc of said circular curve 111.89 feet to the point of tangency of said circular curve; Thence S 72°00'37" W, 133.33 feet to the point of curvature of a circular curve to the left, having a radius of 400.00 feet, a chord bearing of S 67°03'01" W and a chord distance of 69.17 feet;

Thence along the arc of said circular curve 69.25 feet to the point of tangency of said circular curve;

Thence S 62°05'25" W, 307.92 feet to the point of curvature of a circular curve to the right, having a radius of 90.00 feet, a chord bearing of N 30°33'50" W and a chord distance of 179.81 feet; Thence along the arc of said circular curve 274.40 feet to the point of reverse curvature of a circular curve to the left, having a radius of 1000.00 feet, a chord bearing of N 38°17'07" E and a chord distance of 634.50 feet; Thence along the arc of said circular curve 645.65 feet to the END of the herein described center line. Said point being on the Southwest Right-of-Way line of SR #70. A portion of Map 142, parcel 31.00.

EXCLUSION NO.14

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, being more particularly described as follows:

Begin at the Northwest corner of Lot 413, Block 4-A, as recorded in Plat Book 2, Page 67, at the Cumberland County Register of Deeds, Cumberland County, Tennessee.

Thence, N 58°27'25" W, 54.54 feet; Thence, S 31°32'35" W, 79.36 feet; Thence N 40°42'26" W, 339.88 feet; Thence, N 47°17'34" E, 233.77 feet; Thence, N 61°47'25" E, 119.01 feet; Thence, N 28°04'35" E, 138.72 feet; Thence, N 44°41'20" E, 118.81 feet; Thence, N 53°52'49" E, 151.01 feet; Thence, N 36°12'11" E, 294.01 feet; Thence, East, 1435.37 feet; Thence, South, 361.12 feet; Thence, S 59°59'58" E, 705.33 feet; Thence, East 354.34 feet; Thence, South, 926.67 feet; Thence, West 1444.61 feet; Thence, N 79°45'01" W, 603.86 feet; Thence, S 84°04'59" W, 417.08 feet; Thence, N 01°08'59" E, 383.96 feet; Thence, S 61°51'45" W,

266.41 feet; Thence, N 39°d58'39" W, 357.84 feet to the Point of Beginning of the herein described parcel. Containing 88.960 acres, more or less. (Map 142, Portion of Parcel 31.00.

EXCLUSION NO.15

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, being more particularly described as follows:

Begin at a point that bears N 21° 12' 33" W, 807.11 feet from the Northwest corner of Lot 7, Block 1, as recorded in Plat Book 2, Page 57, at the Cumberland County Register of Deeds, Cumberland County, Tennessee. Thence, N 87°39'49" W, 208.51 feet; Thence, N00°00'00"E, 568.86 feet; Thence, N90°00'00"E, 1243.37 feet; Thence, S50°23'56"E, 233.45 feet; Thence, S07°00'00"E, 916.96 feet; Thence, S00°00'00"E, 110.47 feet; Thence, N90°00'00"E, 147.15 feet; Thence, N70°36'32"E, 477.96 feet; Thence, N00° 00'00"E, 141.24 feet; Thence, N90°00'00"E, 131.50 feet; Thence, S00°00'00"E, 147.23 feet; Thence, S58°16'51"W, 166.93 feet; Thence, N90°00'00"W, 88.00 feet; Thence, S00° 00'00"E, 61.50 feet; Thence, N90°00'00"W, 192.00 feet; Thence, S70°36'32"W, 533.14 feet; Thence, N65°40'28"W, 146.10 feet; Thence, N53°18'27"W, 169.72 feet; Thence, N46°53'31"W, 117.40 feet; Thence, N54°13'11"W, 196.15 feet; Thence, N64°12'32"W, 405.73 feet; Thence, N22°41'13"E, 78.09 feet; Thence, N60°20'48"W, 324.50 feet, to the Point of Beginning of the herein described parcel. Containing 33.5 acres, more or less. (Map 142, Portion of Parcel 31.00.

EXCLUSION NO.16

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, being more particularly described as follows:

Beginning at the Northwest corner of Woodridge Condo Phase 1 as shown in Plat Book 9 at Page 185; Said Point being on the Easterly Right-of-Way Line of Renegade Mountain Parkway as shown in PB 2 at Pg 90, Revised in PB 9 at Pg 191, at the office of the Register of Deeds, Cumberland County, Tennessee;

Thence Northeasterly along said Easterly Right of way Line, being a curve to the right, having a radius of 137.18 feet, thru a central angle of 63° 19' 00", 151.60 feet; Thence, N 68°51'47" E, 45.17 feet; Thence, S 59°50'18" E, 62.16 feet; Thence, S 70°02'32" E, 48.11 feet; Thence, S 34°36'48" W, 129.83 feet; Thence, N 43°05'21" W, 57.01 feet; Thence, S 74°10'36" W, 103.96 feet; to the Point of Beginning of the herein described Water Tank Site Tract. (Containing 0.43 Acres more or less). A Portion of Map 141, Parcel 031.00 and a Portion of Map 141, Parcel 056.00.

EXCLUSION NO. 17

Tract 3 is subject to mineral rights on a 60 acre parcel being more particularly described as follows; this 60 acre parcel is not being conveyed in the Deed of Conservation Easement:

Beginning at a point that bears N 21°00'58" E 1885.43 feet, from the most Southwesterly point of the above described Tract 3; Thence N00°20'14"W 1365.25 feet; Thence N72°02'59"E 882.82 feet; Thence S80°20'37"E 712.87 feet; Thence S29°26'10"E 456.75 feet; Thence S02°30'31"W 1007.61 feet; Thence S71°49'41"W 726.39 feet; Thence N52°02'18"W 305.52 feet; Thence S81°34'33"W 322.70 feet; Thence S86° 37'20"W 465.51 feet, to the Point of Beginning of the herein described parcel. (containing 60 acres)

AND SUBJECT TO AN INGRESS-EGRESS EASEMENT

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, said tract of land being 120 feet wide lying 60 feet on each side of the following described center line:

Beginning at a point on the South Right-of-Way Line of the above described Main Entrance Right-of-Way lying N89°02'43"E, 1393.24 feet from the Point of Beginning of the above described main entrance right-of-way; Said point being a point on a circular curve to the left, having a radius of 763.77 feet, a chord bearing of S 42°36'21" E and a chord distance of 675.52 feet; Thence along the arc of said circular curve 699.74 feet to the point of reverse curvature of a circular curve to the right, having a radius of 184.33 feet, a chord bearing of S 34°02'25" E and a chord distance of 210.46 feet; Thence along the arc of said circular curve 223.98 feet to the point of reverse curvature of a circular curve to the left, having a radius of 580.74 feet, a chord bearing of S 21°07'50" E and a chord distance of 433.25 feet; Thence along the arc of said circular curve 443.99 feet to the point of reverse curvature of a circular curve to the right, having a radius of 1033.03 feet, a chord bearing of S 27°00'18" E and a chord distance of 570.43 feet; Thence along the arc of said circular curve 577.94 feet to the point of reverse curvature of a circular curve to the left, having a radius of 543.53 feet, a chord bearing of S 38°25'36" E and a chord distance of 501.09 feet; Thence along the arc of said circular curve 520.79 feet to the point of reverse curvature of a circular curve to the right, having a radius of 418.57 feet, a chord bearing of S 32°56'16" E and a chord distance of 455.17 feet; Thence along the arc of said circular curve 481.25 feet to the point of tangency of said circular curve; Thence, South, 206.08 feet to a point on the Northerly most property line of said tract 1 (6000 acres); Said point being the end of the herein described centerline.
A portion of Map 142, parcel 31.00.

Ingress-egress easement shall be subject to the restrictions and conditions that are imposed by the Renegade Mountain Community club.

FINAL REPORT
(ACC ACCOUNT NO. E201329A)

PREPARED FOR:
TERRA MOUNTAIN HOLDINGS, LLC
27 DECEMBER 2013

BASELINE DOCUMENTATION REPORT



*72 South Main Street
Jasper, Georgia 30143
(706) 273-9173*

Baseline Documentation Report (Terra Mountain Holdings, LLC)

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Introduction

The purpose of this baseline documentation report is to ascertain the conservation values of a 2,213.37 acre property located off Highway 70 East in Crab Orchard, Tennessee 37723 partially constituting tax parcels #142 031.00, #142 031.02, and #177 012.00 in Cumberland County, Tennessee registered in the name of Terra Mountain Holdings, LLC. It is the intent of the landowner(s) to place a conservation easement on the aforementioned property, and to donate this easement as a charitable gift to the Atlantic Coast Conservancy. Per instructions in United States Treasury Regulation 1.170A-14(g)(5)(i), this report will provide data sufficient "to establish the condition of the property at the time of the gift."

Conservation Values

The Easement Area in its present state has not been developed and possesses significant natural, aesthetic, watershed, wildlife, forest, agricultural, open space, and plant habitat features. The Easement Area has no dwellings, and is predominantly composed of mature oak/hickory forests with scenic views on steep to moderate Southwestern Appalachian subregion slopes of the Cumberland Plateau ecoregion leading to two freshwater ponds fed by four first-order freshwater streams (Fall Branch, Little Sandy Branch, Long Branch, and North Fork Basin Creek) and two second-order freshwater streams (Fall Creek and Sandy Creek), with associated riparian and wetland areas (collectively "Conservation Values") that are of great importance to the Conservancy, the people of Cumberland County, and the people of the State of Tennessee, and are worthy of preservation.

The Tennessee Heritage Conservation Trust Fund Act: A Preliminary Assessment of Need (December 2006) (the "Heritage Trust Assessment") was produced by the Tennessee Department of Environment and Conservation and the Tennessee Wildlife Resources Agency to provide guidance to the Tennessee Heritage Conservation Trust Board as it carries out the mandate set forth in T.C.A. §11-7-103 et seq. to assist the State of Tennessee in permanently conserving and preserving tracts of land for the purposes of promoting tourism and recreation; protecting, conserving and restoring the State's physical, cultural, archeological, historical and environmental resources; and preserving working landscapes. The Heritage Trust Assessment identified portions of the Easement Area and adjacent property with a score of "Very High Importance" for protection due to the biological richness of this area.

The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, meets the conservation purpose of Section 170(h)(4)(A)(ii) of the Code.

Small stream and riparian habitats of Tennessee's Cumberland Plateau ecoregions are identified as high priority habitats in the Tennessee Comprehensive Wildlife Conservation Strategy (TNCWCS) (September 2005). The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Internal Revenue Code of 1986, as amended ("the Code"). Protection of the Easement Area promotes the TNCWCS by providing for permanently protected high priority habitat on private land. The TNCWCS was promulgated by the

Tennessee Wildlife Resources Agency (TWRA) and the Nature Conservancy to protect the biological diversity of Tennessee.

Fall Branch, that bounds the northern parcel of the Easement Area for a linear distance of approximately 5,563 feet (1,695 meters), Little Sandy Branch, that transects the southern parcel of the Easement Area for a linear distance of approximately 8,435 feet (2,570 meters), Long Branch, that arises from and transects the northern parcel of the Easement Area for a linear distance of approximately 254 feet (77 meters), and North Fork Basin Creek, that transects the northern parcel of the Easement Area for a linear distance of approximately 4,597 feet (1,401 meters), and, are designated as first-order streams under the Strahler Stream Order Scale, are located on the Cumberland Plateau in eastern Tennessee (USGS Hydrologic Unit Code (HUC) 06010208 – Tennessee Region of the Watts Bar Lake watershed), and are designated as “fully supporting” under the U.S. Environmental Protection Agency (EPA) 305B listing (http://iaspub.epa.gov/tmdl/enviro_v2.wcontrol?p_id305b=GAR031501020509). The “fully supporting” designation denotes that a particular waterway is capable of providing all applicable uses: providing drinking water supplies, supporting aquatic life, allowing fish and shellfish consumption, suitable for primary and secondary contact recreation usages (e.g., swimming and boating), and agricultural uses.

Fall Creek, that bounds the northern parcel of the Easement Area for a linear distance of approximately 5,262 feet (1,603 meters), and Sandy Creek, that transects the southern parcel of the Easement Area for a linear distance of approximately 5,054 feet (1,540 meters), are designated as second-order streams under the Strahler Stream Order Scale, are located on the Cumberland Plateau in eastern Tennessee (USGS Hydrologic Unit Code (HUC) 06010208 – Tennessee Region of the Watts Bar Lake watershed), and are designated as “fully supporting” under the U.S. Environmental Protection Agency (EPA) 305B listing (http://iaspub.epa.gov/tmdl/enviro_v2.wcontrol?p_id305b=GAR031501020509). The “fully supporting” designation denotes that a particular waterway is capable of providing all applicable uses: providing drinking water supplies, supporting aquatic life, allowing fish and shellfish consumption, suitable for primary and secondary contact recreation usages (e.g., swimming and boating), and agricultural uses.

Current scientific research (Hilty & Merelender 2004, Semlitsch & Bodie 2003, Jones *et al.* 1999) concludes that the zero level of riparian buffer protection now existing in the State of Tennessee and Cumberland County is inadequate. In order to provide the necessary protection of the critical riparian habitat for all species, the protective riparian buffer should be much greater than 50 feet (Semlitsch & Bodie 2003). In tandem with this enhanced riparian buffer zone, critical slopes (often found within the riparian corridor) should be afforded additional protection as they may have a reduced filtering capacity. A critical slope is defined as having >12° slope angle (Stony Brook-Millstone Watershed Association, 2002).

This Easement will establish a 100 foot (30.48 meter) riparian buffer Resource Protection Area (as defined in Section 8) around the entire course transects of Fall Branch, Little

Sandy Branch, Long Branch, North Fork Basin Creek, Fall Creek, and Sandy Creek. These natural buffers will increase by a factor of two the protection suggested by current scientific research, and will only permit low-impact outdoor recreation, education, nature observation, and scientific studies,

The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, meets the conservation purpose of Section 170(h)(4)(A)(ii) of the Code.

Greatly increasing protection measures of the State of Tennessee and Cumberland County will accomplish various environmental goals determining a "significant public benefit" Treasury Regulations Section 1.170A-14(d)(4)(iv).

The preservation of open space (including farmland and forest land) where such preservation is pursuant to a clearly delineated Federal, State, or local governmental conservation policy and will yield a significant public benefit meets the conservation purpose of Section 170(h)(4)(A)(iii) (II) of the Code.

The Easement Area (2,500–1,540 feet approx. elev.) provides scenic views of the Cumberland Plateau from United States Interstate 40 (1,800 feet approx. elev.), which has a parallel path to the northern property line for a linear distance of 5.38 miles (8.65 kilometers), and United States Highway 70 (840 feet approx. elev.), which is adjacent to the northern property line for a linear distance of 3.88 miles (6.24 kilometers), that are of importance to the Conservancy, the people of Cumberland County, and the people of the State of Tennessee and is worthy of preservation.

The preservation of open space (including farmland and forestland) where such preservation is for the scenic enjoyment of the general public meets the conservation purpose of Section 170(h)(4)(A)(iii)(I) of the Code.

The United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) is the federal agency that works hand-in-hand with the American people to conserve natural resources on private lands. The allowed farming/forestry practices, which are the principal uses of the Property, shall be consistent with sound agricultural practices and a current NRCS conservation plan or its equivalent, as prepared by the USDA or similar agency or professionally trained individual, are all in an effort to conserve productive farming soils.

The economic health of the State of Tennessee is closely linked to its agricultural lands which not only produce food products, fuel, timber, and other products, but also provide much of Tennessee's scenic beauty upon which the State's tourism and recreational industries rely.

WHEREAS, this Easement will establish an Agricultural Area (as defined in Section 8) protection zone that will generally exclude or control the construction of buildings and improvements except those necessary for agriculture and agricultural-related practices, and will preserve agricultural production of prime Tennessee soils; and

Limiting the construction of homesites to less than one percent (1%) of the total arable acreage is determined to yield a "significant public benefit" under Section 1.170A-14(d)(4)(iv).

The preservation of open space (including farmland and forestland) where such preservation is pursuant to a clearly delineated Federal, State, or local government conservation policy and will yield a significant public benefit meets the conservation purpose of Section 170(h)(4)(A)(iii) (II) of the Code.

Historical and Current Description of Property

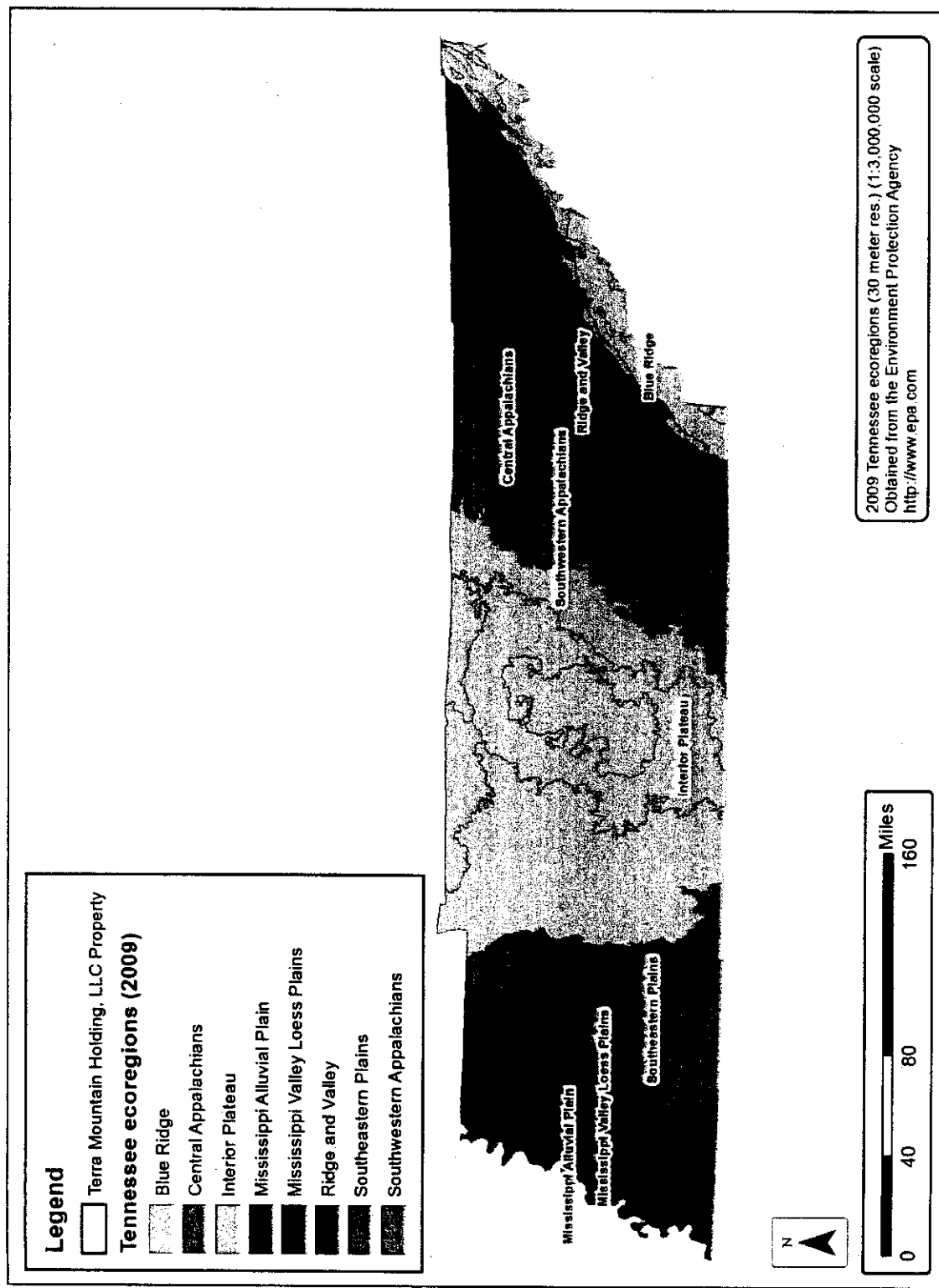


Figure 1. 2009 Tennessee ecoregions (30 meter res.) (1:3,000,000 scale).

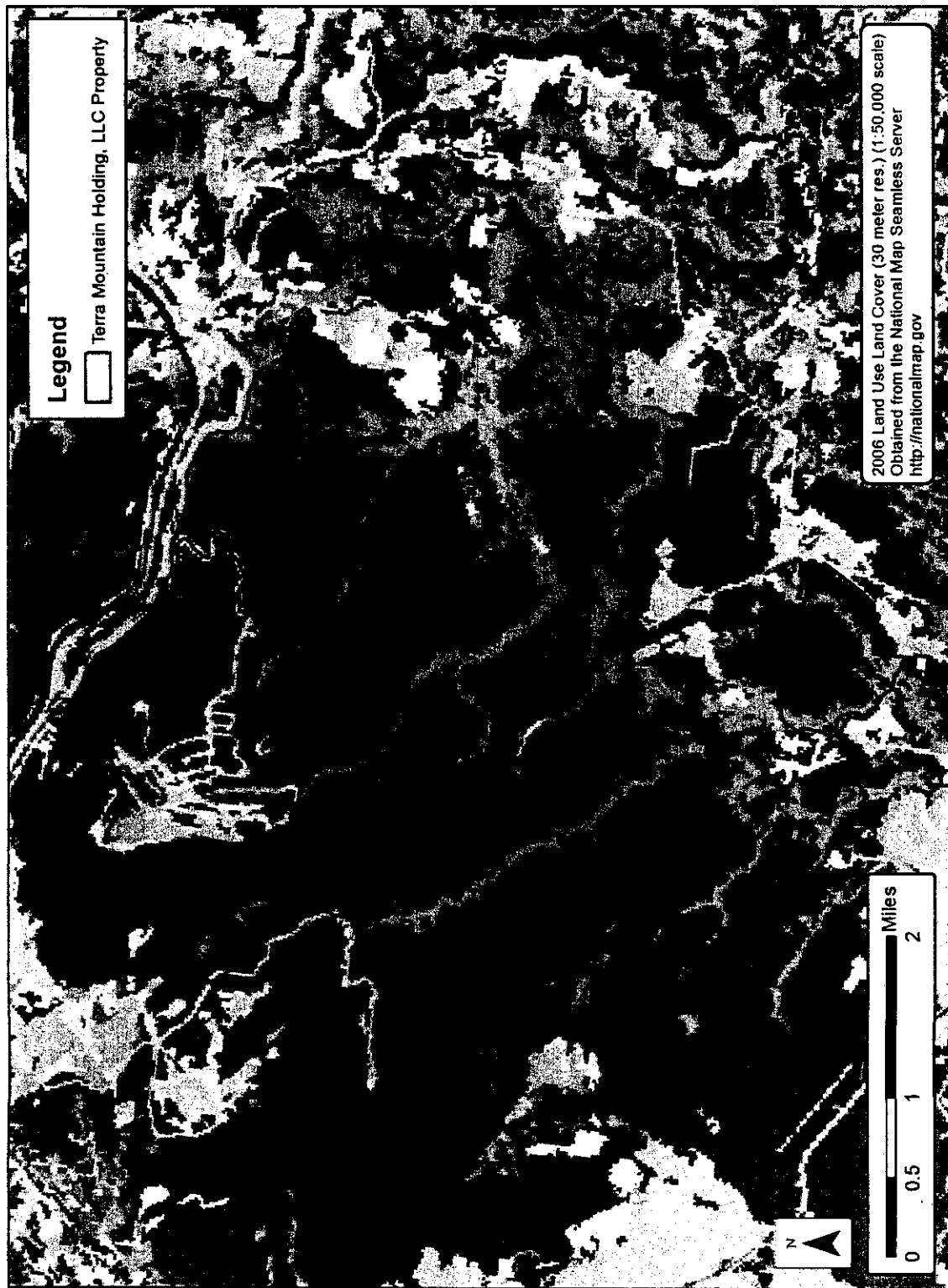


Figure 2. 2006 Land Use Land Cover (30 meter res.) (1:50,000 scale).



Figure 3. 2001 Canopy Cover (30 meter res.) (1:50,000 scale).

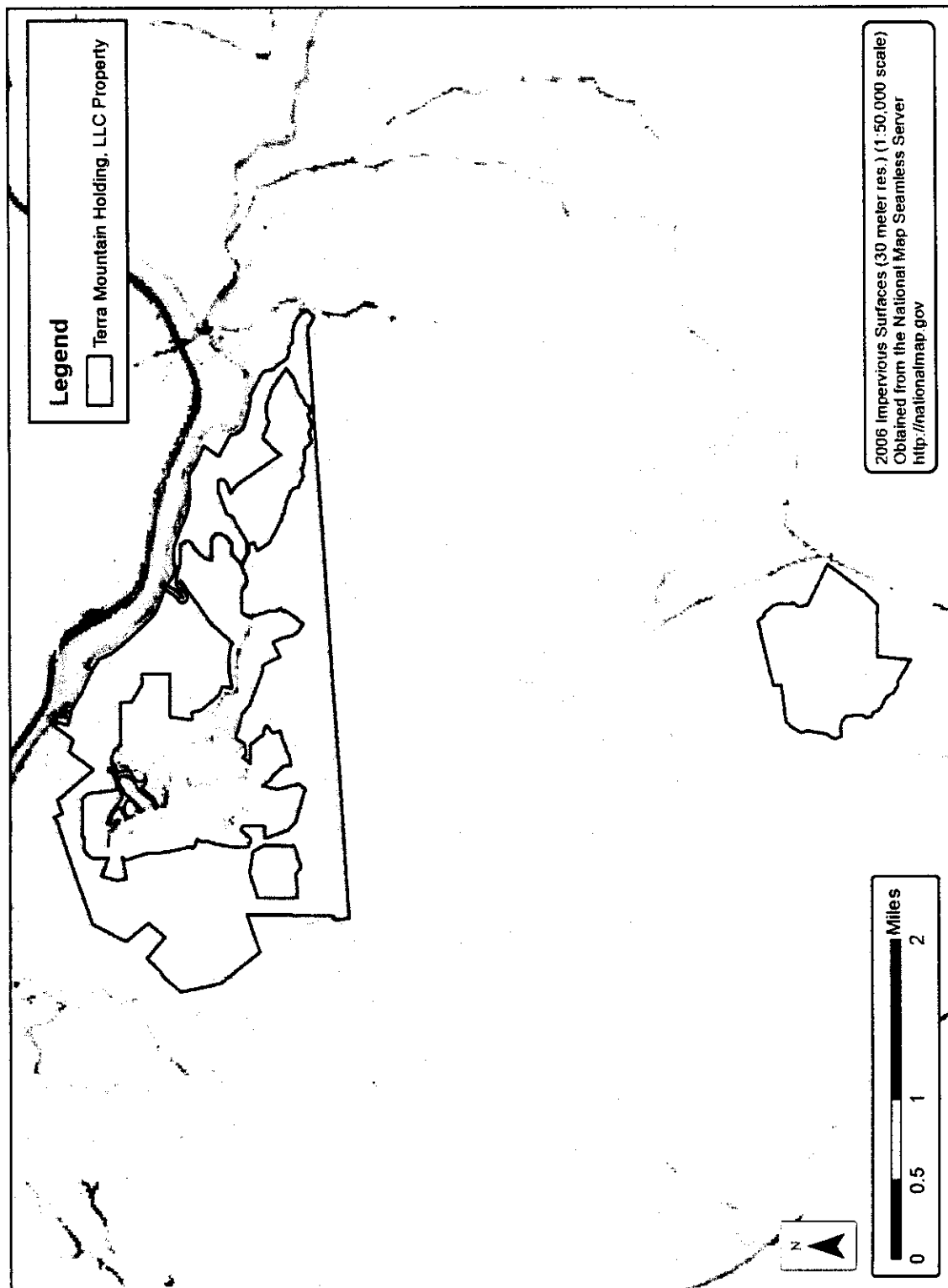


Figure 4. 2006 Impervious Surfaces (30 meter res.) (1:50,000 scale).

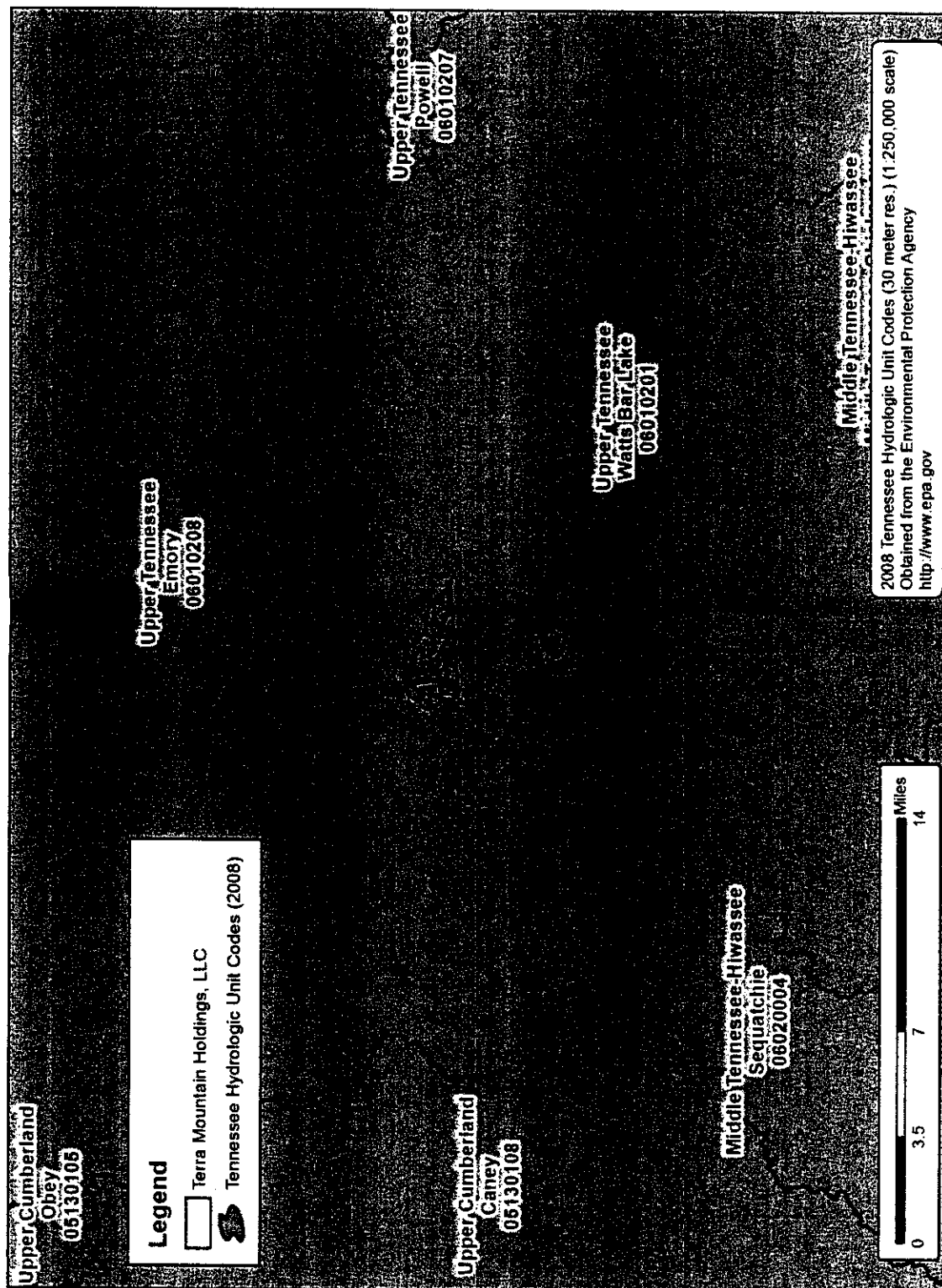


Figure 5. 2009 Tennessee Hydrologic Units Codes (30 meter res.) (1:250,000 scale).

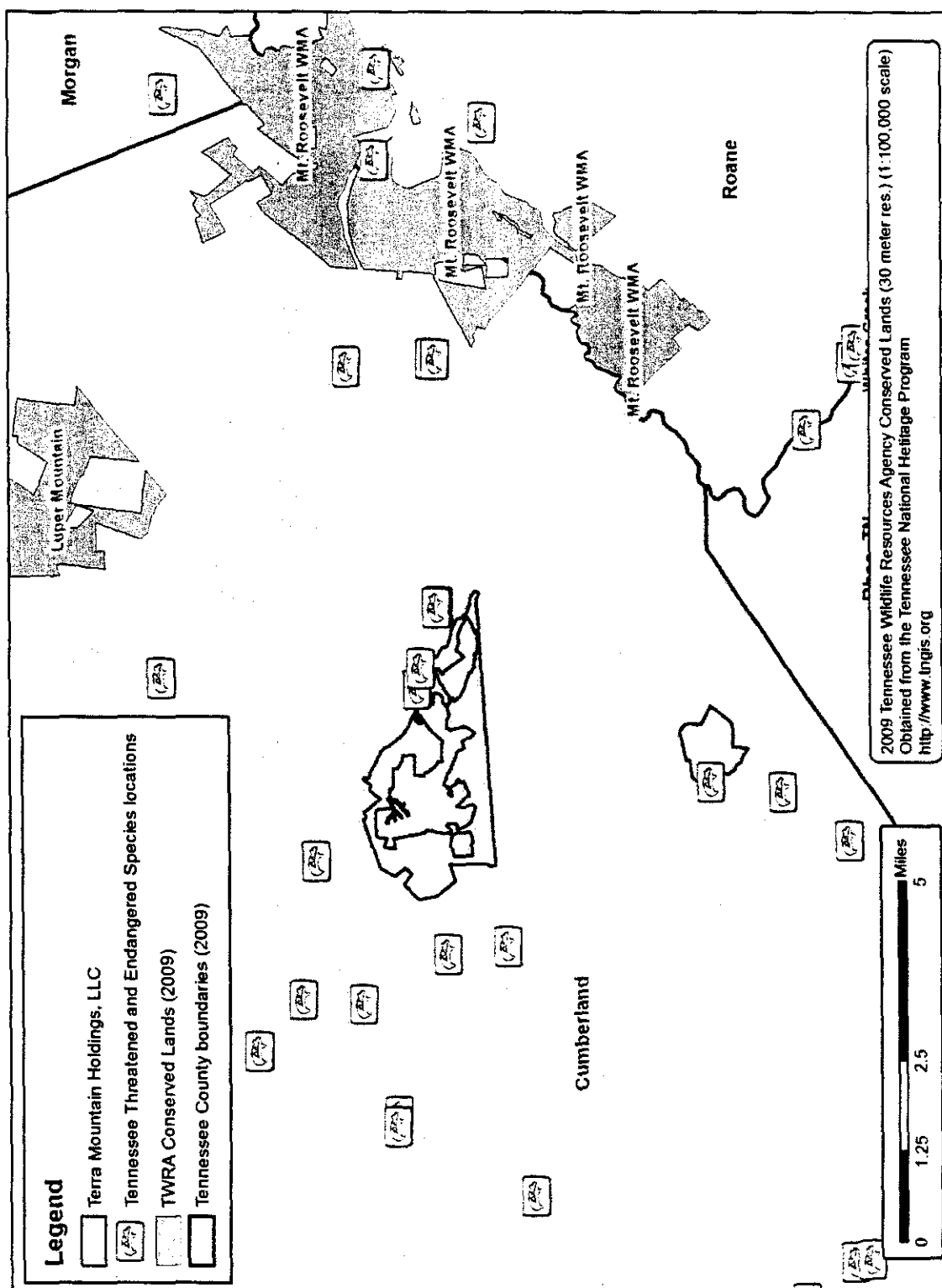


Figure 6. 2009 Tennessee Conserved Lands and Threatened and Endangered Species in proximity to the Terra Mountain Holdings, LLC easement area (1:100,000 scale).

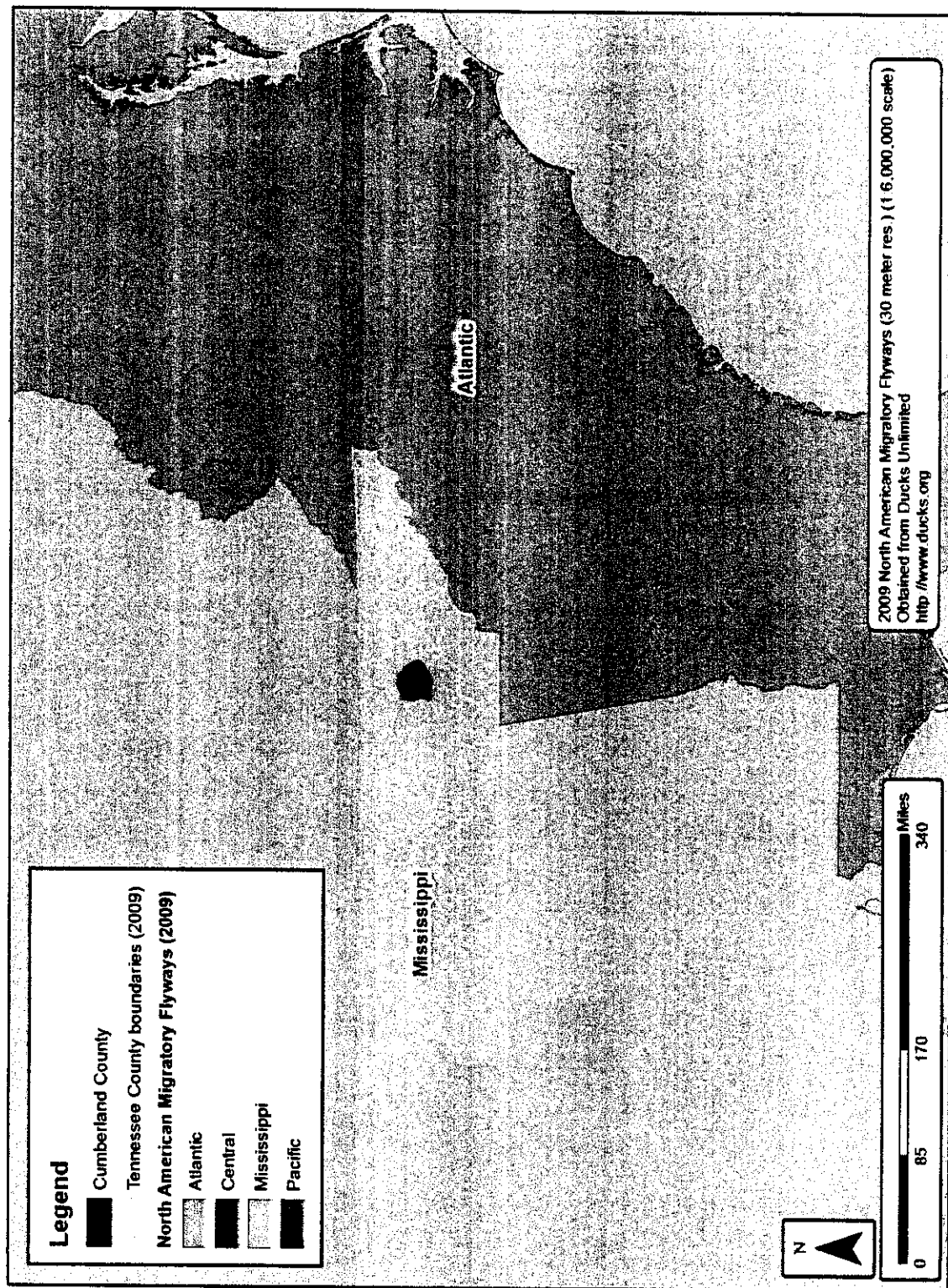


Figure 7. 2009 North American migratory flyways in proximity to the Cumberland County (1:6,000,000 scale).

Historical Description

The Terra Mountain Holdings, LLC easement area is located Southwestern Appalachian forests of the Cumberland Plateau ecosystem (Figure 1), and is predominately classified as “deciduous forest”, with a relatively unbroken canopy (Figure 2 & Figure 3). All of the internal roads on the Terra Mountain Holding, LLC Property are unimproved, pervious surfaces (Figure 4). The Terra Mountain Holding, LLC property is located in the high priority Upper Tennessee Basin (Figure 5), and conservation of the Terra Mountain Holdings, LLC easement area provides enhanced protection for the Cumberland County streams, tributaries, and wetlands which are in close proximity to occurrence locations for the several federally threatened and endangered species (Figure 6).

Species Ranking

Presumed Extinct (GX), *Possibly Extinct* (GH), *Critically Imperiled* (G1), *Imperiled* (G2), *Vulnerable* (G3), *Apparently Secure* (G4), and *Secure* (G5)

Virginia spiraea, *Virginia spiraea*, G2

Southern heartleaf, *Hexastylis contracta*, G3

American ginseng, *Panax quinquefolius*, G3

Long-tailed Shrew, *Sorex dispar*, G3

White fringeless orchid, *Platanthera integrilabia*, G2G3

Eastern woodrat, *Neotoma magister*, G2G3

The Terra Mountain Holdings, LLC easement area is approximately four miles to the west of the Mt. Roosevelt Wildlife Management area and four miles to the southwest of Luper Mountain conserved area. The Terra Mountain Holdings, LLC easement area lies along the eastern edge of the Mississippi migratory flyway route (Figure 7). Many familiar songbirds such as warblers, vireos, orioles and tanagers are among those referred to as Neotropical migrants. These birds breed in North America and, utilizing the Mississippi Flyway, migrate to Mexico, Central and South America, and the Caribbean to spend the winter. Loss of habitat needed for wintering, breeding and as stopovers during migration has caused significant declines in numerous species. In Tennessee, over 24 species of Neotropical migrants depend on the forests, thickets and fields of our state as areas to rest and refuel during their long migrations. Among them were Broad-winged hawk (*Buteo platypterus*), Veery (*Catharus fuscescens*), Wood Thrush (*Hylocichla mustelina*), Blue-headed Vireo (*Vireo solitarius*), 11 species of warblers including Northern Parula (*Setophaga americana*), Chestnut-sided Warbler (*Setophaga pensylvanica*), Black-throated Blue Warbler (*Setophaga caerulescens*), Black-throated Green Warbler (*Setophaga virens*), Pine Warbler (*Setophaga pinus*), Black-and-white Warbler (*Mniotilta varia*), Worm-eating Warbler (*Helmitheros vermivorum*), Ovenbird (*Seiurus aurocapilla*), Louisiana Waterthrush (*Parus motacilla*), Hooded Warbler (*Setophaga citrina*), and Canada Warbler (*Cardellina canadensis*), Scarlet Tanager (*Piranga olivacea*), Rose-breasted Grosbeak (*Pheucticus ludovicianus*), and Indigo Bunting (*Passerina cyanea*).

Current Description

The Terra Mountain Holding, LLC property currently falls under no zoning restriction. Under these restrictions, the property owners could ostensibly construct numerous houses on the parcel but have chosen to reserve the right to construct three (3) one-and-a-half acre homesites and to allow best management timber practices.

Summary of Grantor and Grantee Rights

Permitted Uses of the Property

Permitted uses of the Easement Area vary depending on where on the Easement Area such use occurs as specifically indicated below. The Easement Area is divided into three (3) principle areas all of which are depicted in the Easement Map in *Section XI* of the Baseline Documentation Report and generally described below:

Acceptable Development Area (also referred to herein as an "ADA") – The area in which may be placed or now exists 1) a single family dwelling or structure(s), associated accessory building(s), 2) agricultural access roads, and 3) public utilities. A total of five (5) Acceptable Development Areas will exist on the entire Easement Area: 1) Acceptable Development Area – Homesite(s), 2) the Acceptable Development Area – Agricultural Access Road, 3) the Acceptable Development Area – Existing Sewerline, 4) the Acceptable Development Area – Existing Waterline, and 5) the Acceptable Development Area – Sanitary Sewer/Water Line.

- The Acceptable Development Area – Homesite(s) will consist of a circle with a radius of 141 feet (43 meters) that encompasses a total area of approximately one and one-half acres (6070 meters²). There will be a total of three (3) homesite on the entire Easement Area. The placement of the center of the circle for the homesite will be determined sixty (60) days prior to the beginning of construction.
- The Acceptable Development Area – Agricultural Access Road will consist of a linear buffer of approximately 30 feet (9.14 meters) extending from any existing or future agricultural access road. The linear buffer will originate from the centerline of any existing or future agricultural access road and will extend 15 feet (4.57 meters) to either side.
- The Acceptable Development Area – Existing Sewerline will encompass the existing sewerline as it transects the Easement Area, as specifically identified in *Section XI* of the Baseline Documentation Report, and will consist of a linear buffer of approximately 30 feet (91.44 meters). The linear buffer will originate from the centerline of the existing sewerline and will extend 15 feet (45.72 meters) to either side of the existing sewerline, and will permit the Grantor to maintain, repair, remove, or replace the sewerline and its improvements.
- The Acceptable Development Area – Existing Waterline will encompass the existing waterline as it transects the Easement Area, as specifically identified in *Section XI* of the Baseline Documentation Report, and will consist of a linear buffer of approximately 30 feet (91.44 meters). The linear buffer will originate from the centerline of the existing waterline and will extend 15 feet (45.72 meters) to either side of the existing waterline, and will permit the Grantor to maintain, repair, remove, or replace the waterline and its improvements.

- The Acceptable Development Area – Sanitary Sewer/Water Line shall consist of a linear buffer of no greater than 40 feet (12.19 meters) wide extending from Renegade Mountain Parkway to Running Deer Lane along the existing access road as specifically identified in *Section XI* of the Baseline Documentation Report. The linear buffer will originate at the interior eastern boundary of the Easement Area, as specifically identified in *Section XI* of the Baseline Documentation Report, will follow the centerline of the existing Agricultural Access Road, and will terminate at the interior western boundary of the Easement Area.

Resource Protections Area (also referred to herein as an "RPA") – The area(s) which contain(s) unique or special natural features including, but not limited to, streams, wetlands or steep slopes and their supporting buffer lands in which this Easement excludes the construction or placement of permanent or temporary buildings and anthropogenic perturbations (manmade disturbances). A total of two Resource Protection Areas will exist on the entire Easement Area: 1) the Resource Protection Area – Cumberland County Streams, and 2) the Resource Protection Area – Freshwater Pond(s).

- The Resource Protection Area – Cumberland County Streams will consist of a linear buffer of approximately 100 feet (30.49 meters). The linear buffer will originate from the approximate center of each respective aquatic feature (Fall Branch, North Fork Basin Creek, Little Sandy Branch, Fall Creek, and Sandy Creek), as specifically identified in *Section XI* of the Baseline Documentation Report, and will extend for 100 feet (30.48 meters) to either side of the aquatic feature.
- The Resource Protection Area – Freshwater Pond(s) will consist of a polygonal buffer of approximately 100 feet (30.48 meters). The linear buffer will originate at the high water line of each of the respective ponds, as specifically identified in *Section XI* of the Baseline Documentation Report, and will radiate in an outwards direction.

Agricultural Areas (also referred to herein as "AA") – The area which may be used for, but not limited to, horticulture, trees, carbon sequestration for carbon offset, alternative energy (wind & solar), and agricultural plantings for wildlife are allowed, may be continued and expanded and shall be considered consistent with the purposes of this Easement, provided that the same are conducted in a manner not inconsistent with this Easement and provided further that:

- 1) Under no circumstances shall there be industrial or factory-type livestock operations or animal husbandry characterized by the continuous confinement of livestock in tightly confined environments for the purpose of raising, feeding and fattening for market on the Property; and no slaughtering facility or poultry, dairy or hog operation shall be allowed;
- 2) Pesticides and/or herbicides may be used only in a manner consistent with their labeling and in compliance with all federal, state, and local

regulations, including those related to licensing and/or certification of applicators;

- 3) All permitted agricultural activities shall be conducted in accordance with any pertinent local or state regulations or guidelines covering such activities and Best Management Practices of the State of Tennessee and applicable federal, state and local laws;
- 4) All such activities shall be designed to maintain soil productivity and prevent soil erosion to protect water quality and wetlands;
- 5) Any change in agricultural use or activity to a use not traditionally used on the Property shall be subject to the prior written approval of Conservancy, which approval shall not be unreasonably withheld;
- 6) Land application of domestic septic effluent and/or municipal, commercial or industrial sewage sludge or liquids generated from such sources is prohibited;
- 7) Commercial horticultural activities are allowed but shall be limited to native species of plants;
- 8) All farming operations not being utilized as of the date of this Easement shall be conducted in a manner consistent with a farm conservation plan prepared by the USDA, NRCS, or its successor, or by another qualified conservation professional. This plan shall be updated at least every ten years and in any event at the time the basic type of agricultural operation on the Property changes or at the time ownership of the Property changes.

8.1 *Acceptable Development Areas.* The following activities are permitted within each Acceptable Development Area to the extent indicated provided that Grantor notifies the Conservancy in writing thirty (30) working days prior to exercising the prescribed permitted uses unless otherwise noted.

8.1.A Acceptable Development Area – Homesite. With prior written notice to the Conservancy, Grantor may locate, construct, maintain, repair, remove, enlarge or replace three (3) single-family structure and their improvements within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area. There will be a total of three (3) homesite on the entire Easement Area. Said homesite, accessory buildings and improvements shall be located completely within the corresponding ADA - Homesite. Accessory buildings and improvements associated with the residence may include garages, carports and storage sheds. Any temporary easements and permission to access any area of the Easement in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after

completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.A.i Building Restrictions. With prior written notice to the Conservancy, Grantor may locate, construct, maintain, repair or replace three single-family dwellings within the area depicted in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area so long that the respective ADA – Homesite does not overlap with any Resource Protection Area. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Easement Area in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Easement Area in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.A.ii Fences. Without prior written permission from or notice to the Conservancy, Grantor may construct, maintain, repair or replace existing fences, and new fences may be constructed, maintained, repaired or installed, anywhere within the respective ADA – Homesite.

8.1.A.iii Access Road. Without prior written permission from or notice to the Conservancy, Grantor may construct, maintain, improve, repair, remove, enlarge or replace one (1) access road within the respective ADA – Homesite, and to connect the access road to ADA – Agricultural Access Road. No portion of the access road shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material except for steep slope areas that may require additional hardening of the surface to reduce erosion.

8.1.A.iv Subsistence Garden. Without prior written permission from or notice to the Conservancy, Grantor may construct, maintain, repair or replace one (1) subsistence garden within the respective ADA – Homesite. Said garden may be used for *de minimis* agricultural-related commercial activities.

8.1.B Acceptable Development Area – Agriculture Access Road. Without prior written permission from or notice to the Conservancy, Grantor may create, maintain, improve, repair, remove, enlarge or replace any agriculture access road within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area. The ADA-Agriculture Access Road is allowed to extend from any existing or future agricultural access road and said improvements shall be located completely within the corresponding ADA – Agriculture Access Road. No portion of the agriculture access road shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material.

8.1.C Acceptable Development Area – Existing Sewerline. Without prior written permission from the Conservancy, Grantor may maintain, repair, remove, or replace one (1) existing sewerline and its improvements within the area shown in the Conservation Easement Map, Section XI of the Baseline Documentation Report as Acceptable Development Area – Existing Sewerline. Said improvements shall be located completely within the corresponding Acceptable Development Area – Existing Sewerline. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.D Acceptable Development Area – Existing Waterline. Without prior written permission from the Conservancy, Grantor may maintain, repair, remove, or replace one (1) existing waterline and its improvements within the area shown in the Conservation Easement Map, Section XI of the Baseline Documentation Report as Acceptable Development Area – Existing Waterline. Said improvements shall be located completely within the corresponding Acceptable Development Area – Existing Waterline. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.E Acceptable Development Area – Sanitary Sewer/Water Line. With prior written notice to the Conservancy, Grantor may convey an easement or authorization (including construction easements) to locate, construct, maintain, repair, remove, or replace a force main sanitary sewer/water line across the Easement Area.

8.1.E.i Building Restrictions. With prior written notice to the Conservancy, Grantor may locate, construct, maintain, repair or replace a force main sanitary sewer/water line across the Easement Area. Any sanitary sewer/water line shall be located a minimum of 25 feet (7.12 meters) from any waterway and shall be placed so as to impact the Easement Area as is practicable, in accordance with good engineering practices. If a sanitary sewer/water line is installed, there shall be no sidcasting of any fill material into any wetlands, streams, rivers or waters that lie outside of the ADA – Sanitary Sewer/Water Line. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must

be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2 Resource Protection Area. The following activities are permitted within the Resource Protection Area(s) to the extent indicated.

8.2.A Recreation and Educational Usages. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Resource Protection Area(s) for low-impact outdoor recreation, education, nature observation and scientific study, so long as these activities preserve the value of the Resource Protection Area(s) as wildlife habitat, riparian buffer and aquatic ecosystem.

8.2.B Fences. Without prior written permission from or notice to the Conservancy, Grantor may maintain, preserve, improve, repair, remove, enlarge or replace existing fences in the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Resource Protection Area(s), for purposes of preventing trespass on the Easement Area. No new fences may be constructed anywhere in the Resource Protection Area(s)

8.2.C Hunting Stands and Platforms. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain hunting stands and platforms within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Resource Protection Area(s) provided that such accessories are erected and maintained in a manner that minimizes damage to the Easement Area, and so long as these activities preserve the value of the Resource Protection Area(s) as wildlife habitat, scenic buffer, riparian buffer and aquatic ecosystem. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Easement Area in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Easement Area in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.D Trails. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain a foot trail anywhere in the Resource Protection Area(s) to be used for outdoor recreation and education.

8.2.D.i Trail. The trail may include steps and railings and other trail surface structures as well as bridges and culverts for traversing wet areas.

8.2.D.ii Trail Width. The trail may not exceed 10 feet (3.048 meters) in width.

8.2.D.iii Trail Covering. The trail may be covered, if at all, by wood chips, gravel, or any other porous surface so as not to enhance stormwater runoff into the wetland/stream.

8.2.D.iv Trail Signs. The trail may include signs to mark the trail; to provide information regarding applicable times, place, and manner restrictions; for interpretive purposes, and to indicate the interest of Grantor and Beneficiaries and the Conservancy are permitted.

8.2.E Control of Exotic Species. Without prior written notice to the Conservancy, Grantor may manage the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as the Resource Protection Area(s) for intrusion of exotic species provided that all such cuttings and vegetation management shall be conducted in a manner that minimizes damage to the Property, and so long as these activities preserve the value of the respective Resource Protection Area as wildlife habitat, aquatic ecosystem, and to preserve the Conservation Values. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.D Gazebo. With prior written notice to the Conservancy, Grantor may create, maintain, repair, remove, or replace one (1) gazebo within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Resource Protection Area – Freshwater Pond(s) provided that any structure must be designed and situated to blend with natural surrounding and compliment the natural and scenic features of the landscape so long as such improvements are in accordance with local, state and federal laws. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.E Raised Walkways & Wildlife Viewing Platforms. With prior written notice to the Conservancy, Grantor may create, maintain, repair, remove, enlarge or replace raised walkways & wildlife viewing platforms within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Resource Protection Area(s) provided that any structure must be designed and situated to blend with natural surroundings and compliment the natural and scenic features of the landscape so long as such improvements are in accordance with local, state and federal laws. The foregoing

permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.F Earthen Dam(s). With prior written permission from the Conservancy, Grantor may maintain, repair or replace any earthen dam shown in the Conservation Easement Map, Section XI of the Baseline Documentation Report, Exhibit "B", as Resource Protection Area – Freshwater Pond(s). No portion of the Earthen Dam shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, and shall not be enlarged or extended. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.G Carbon Credits. Grantor shall retain all rights, benefits, privileges and credits related to carbon sequestration in the above ground and below ground biomass, and the soil of the Resource Protection Area(s).

8.3 Agricultural Areas. Without prior written permission from or notice to the Conservancy, Grantor may produce crops, livestock, trees, carbon sequestration for carbon offset, alternative energy (wind & solar), and conduct farm operations which includes but is not limited to the right to establish, reestablish, maintain, and use cultivated forests, fields, orchards, and pastures within the area shown in the Easement Map, Section XI of the Baseline Documentation Report, as Agricultural Area. These farming/forestry practices, which are the principal uses of the Property, shall be consistent with sound agricultural practices and a current NRCS conservation plan or its equivalent, as prepared by the USDA or similar agency or professionally trained individual.

8.3.A Forest Management. Without prior written permission from or notice to the Conservancy, Grantor reserves the right to conduct timber harvesting and forest management activities in the Agricultural Area subject to federal, state and local regulations, the specific terms and conditions of the Easement, and shall be conducted in accordance with the following provisions.

8.3.A.i Ten Year Management Plan. All forest management activities, except preliminary timber cruises and resource evaluation, shall be conducted in accordance with a written plan for areas in which timber harvesting or management is

contemplated. The plan shall be prepared prior to any harvesting or treatment activities, and shall be reviewed and updated at least every ten years by a licensed professional forester. The forestry management plan shall include at a minimum the following:

- 1) goals and objectives of the landowner, consistent with the terms of the Easement; and
- 2) identification of the natural and physical features of the Property, or the harvest area, including forest type, stocking, age, quality, health, stand history, and existing forestry access roads, wetlands and water bodies; and
- 3) a description of contemplated harvesting units and proposed access plan, indicating proposed ingress/egress for all areas to be harvested; and
- 4) a description of recommended erosion control measures to be employed during and after harvesting; and
- 5) a description of foreseeable situations in which chemical application will be recommended, including the type, amount, method of application, and recommended limitations to protect water quality; and
- 6) a description of harvesting techniques and treatments to be employed to avoid adverse impact to the specific conservation values identified in the prescriptions hereinabove; and
- 7) a description of reclamation and reforestation practices to be employed upon completion of harvesting operations to ensure soil stabilization and to maintain the scenic qualities of the Property.

8.3.B Agricultural Buildings and Improvements. Without prior written permission from or notice to the Conservancy, Grantor may create, maintain, improve, repair, remove, enlarge or replace rustic structures to assist with the agricultural operation within the area shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area provided that all such structures must be designed and situated to blend with natural surroundings and compliment the natural and scenic features of the landscape, and to preserve the agricultural production of prime Tennessee soils.

8.3.C Fences. Without prior written permission from or notice to the Conservancy, Grantor may construct, maintain, preserve, improve, repair, remove, enlarge or replace existing fences anywhere in the area shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area, for purposes of preventing trespass on the Property.

8.3.D Hunting Stands and Platforms. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain hunting stands and platforms provided that

such accessories are erected and maintained in a manner that minimizes damage to the Property.

8.3.E Wildlife Green Areas/ Food Plots. Without prior written permission from or notice to the Conservancy, Grantor may establish, maintain, and cultivate wildlife green areas/food plots within the area shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area provided that such activities shall be consistent with sound agricultural practices, a current NRCS conservation plan, a Ten Year Forestry Management Plan or its equivalent, as prepared by the USDA or similar agency or qualified individual(s).

8.3.F All-Terrain Vehicles. Without prior written permission from or notice to the Conservancy, Grantor may use, or permit the use of all-terrain vehicles on the access roads now existing on the Property, or in the future those developed on the Property (pursuant to the Forest Management Plan developed and approved in Section 8.3.A), provided that:

- 1) such roads are used by others exclusively in accordance with the forest management plan;
- 2) the permission afforded by Grantor consists of short-term license to use the road system for a period not to exceed twelve (12) months, and is not a longer term license, right-of-way, easement or other permanent legal interest;
- 3) Grantor shall remain responsible for any such license compliance with this Easement.

8.3.F.i All-Terrain Vehicle Access. Without prior written permission from or notice to the Conservancy, Grantor may permit the temporary use of all-terrain vehicles for agricultural and non-commercial recreational purposes anywhere within the area shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area.

8.3.G Alternative Energy. With prior notice to the Conservancy, other improvements, including, but not limited to, facilities for generation and transmission of renewable electrical power, such as windmills and/or solar arrays, may be constructed anywhere in the area shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area. Generation of any renewable electrical power shall be principally for use on the Property. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values. Grantor shall be permitted to employ or sell any additional generated electrical power.

8.3.H Carbon Credits. Grantor shall retain all rights, benefits, privileges and credits related to carbon sequestration in the above ground and below ground biomass, and the soil of the Agricultural Area.

8.3.I Recreation and Educational Usages. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area for low-impact outdoor recreation, education, nature observation and scientific study, so long as these activities preserve the agricultural production of prime Tennessee soils.

Prohibited Uses of the Property

Prohibited uses of the Easement Area are specifically described in Subsections 5.1 thru 5.18. In addition, any activity that is inconsistent with the Purposes of this Easement is prohibited.

5.1 the change, disturbance, alteration, or impairment of the relatively natural habitat for plants, wildlife, or similar ecosystems within and upon the Easement Area, except as provided herein in the Agricultural Areas, and the Acceptable Development Area; and

5.2 the construction and/or placement of any building structures, permanent camping accommodations, mobile homes, or billboards, except as expressly provided herein in the Agricultural Areas as defined below; and

5.3 the conveyance of easements, rights-of-ways, the paving or grading of roadways or the construction of any roadways, except as expressly provided herein in the Agricultural Area, and the Acceptable Development Area; and

5.4 the removal, destruction, or cutting of native vegetation, except as provided herein in the Agricultural Areas, and the Acceptable Development Area; and

5.5 the introduction of non-native plants and/or animal species unless in accordance with applicable laws, a current NRCS conservation plan, a Ten Year Forestry Management Plan or its equivalent, and in a manner consistent with sound environmental conservation practices and current scientific literature ; and

5.6 the use of herbicides or pesticides other than for the control of noxious weeds and/or pests in accordance with applicable laws, a current NRCS conservation plan, a Ten Year Forestry Management Plan or its equivalent, and in a manner consistent with sound environmental conservation practices and current scientific literature; and

5.7 the exploration by Grantor for, or extraction of, minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, field stone, or other materials on or below the surface of the Easement Area. Grantor, its heirs, successors, transferees or assigns shall not transfer, lease or otherwise separate the minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, field stone, or other materials from the Easement Area; and

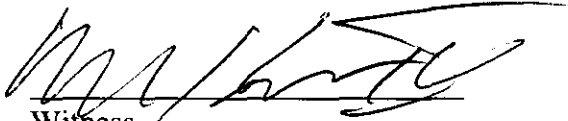
- 5.8 the use of any motorized vehicles off of roadways or trails now existing (as defined in the Baseline Documentation Report); except as expressly provided herein in the Agricultural Area, and Acceptable Development Area; and
- 5.9 the accumulation, dumping or other disposal of trash, garbage, or other offensive refuse on the Easement Area other than the collection and disposal of natural byproducts on the Easement Area (including tree limbs and organic household compost materials) as long as in accordance with applicable laws and regulations; and
- 5.10 the manipulation, diversion, or other alteration of stream(s) unless for stream bank restoration, aquatic habitat enhancement and stream bank mitigation purposes; and
- 5.11 the degradation, pollution, or drainage of any surface or sub-surface waters; and
- 5.12 any use that would increase or substantially add to the risk of erosion as determined by historical and current scientific literature; and
- 5.13 any change in the topography of the Easement Area through the placement therein of soil, landfill, dredging spoils, or other material except as incidental and necessary to the activities permitted herein; and
- 5.14 more than *de minimis* use for any recreational activity constituting commercial recreational activity within the meaning of Section 2031(c) of the Code; and
- 5.15 the transfer, encumbrance, lease, sale, or other separation of the water rights necessary and appropriate for the present and future occupation of human, faunal and vegetational populations on the Easement Area; and
- 5.16 the erection, construction, installation, relocation or use of a communication facility, a telecommunications facility, a network element or any other telecommunications facility, equipment or material that may be used for telecommunications or to provide such services; except for low capacity personal services; and
- 5.17 the erection, construction, installation, relocation or use of utility lines or substations not necessary and directly related to uses of the Easement Area permitted in this Easement; and
- 5.18 the erection, construction, installation, relocation or use of any lighting which interferes with wildlife on the Easement Area or with landowners within the viewscape of the Easement Area.

Literature Cited

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- Stony Brook Millstone Watershed Association. 2002. Stream corridor ordinance implementation package. 19pp.
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Signature Pages

I, Matt Campbell, of Terra Mountain Holdings, LLC, have signed this Baseline Documentation Report with the understanding and agreement that this Report will be used for, but not limited to, monitoring the property depicted and described in this Report for compliance with the Conservation Easement signed by myself. I have read this Report and understand it. I agree that this Report, and including the maps and photographs, accurately describes and depicts the physical features, relevant site conditions, and current structures and land uses on my property conserved by the Conservation Easement. I affirm that there are no activities ongoing on the property that are inconsistent with the Conservation Easement.


Witness


Terra Mountain Holdings, LLC

By its manager, Terra Mountain Investments, LLC

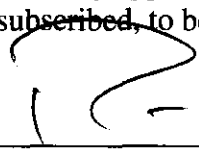
By its manager, Evrgreen Capital Administration, LLC

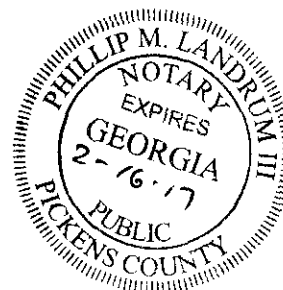
By its manager, Matt Campbell

27 DEC 13
Date

**STATE OF GEORGIA
PICKENS COUNTY**

At 0815, this 27th day of December, 2013, Matt Campbell, Manager of the **TERRA MOUNTAIN HOLDINGS, LLC** personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed of **TERRA MOUNTAIN HOLDINGS, LLC**.

Before me, 
Notary Public
My Commission Expires:

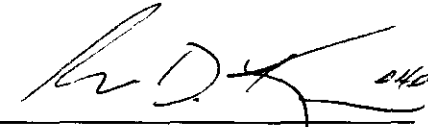


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I, Robert Keller, PHD, Chief Executive Officer of the Atlantic Coast Conservancy, Inc. have prepared and signed this Baseline Documentation Report with the understanding and agreement that this Report will be used for, but not limited to, monitoring the property depicted and described in this Report for compliance with the Conservation Easement, about to be executed. I affirm that I visited this property personally and that this Report including the maps and photographs accurately describes and depicts the physical features, relevant site conditions, and current structures and land uses on the property conserved by the Conservation Easement.


Witness


Atlantic Coast Conservancy, Inc.
By its Chief Executive Officer,
Robert D. Keller, PHD

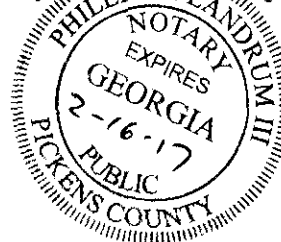
27 DEC 13
Date

**STATE OF GEORGIA
PICKENS COUNTY**

At 08:15, this 27th day of December, 2013, Robert D. Keller, PHD, Chief Executive Officer of the **ATLANTIC COAST CONSERVANCY, INC.**, personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and to be the free act and deed of the **ATLANTIC COAST CONSERVANCY, INC.**

Before me, 

Notary Public
My Commission Expires:



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Conserved Property Location

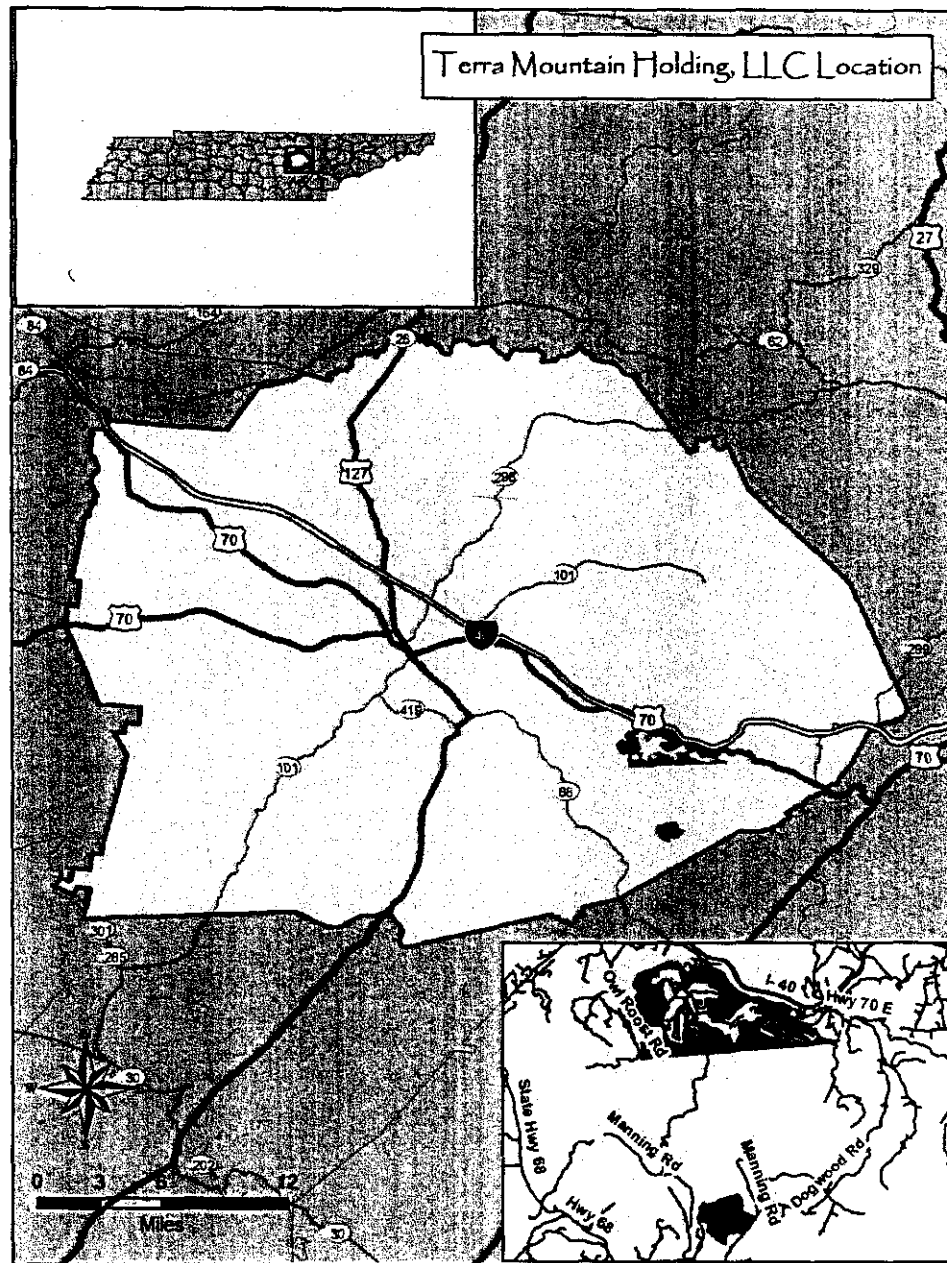


Figure 8. Inset map of the Terra Mountain Holdings, LLC easement area location.

Directions to Conserved Property

- From Chattanooga, Merge onto US-27 N (53.6 miles)
- Take the exit 68 (16.8 miles)
- Turn right onto Cox Valley Rd. (3.4 miles)
- Turn slight right onto US-70/TN-1. (3.8 miles)

Topographic map

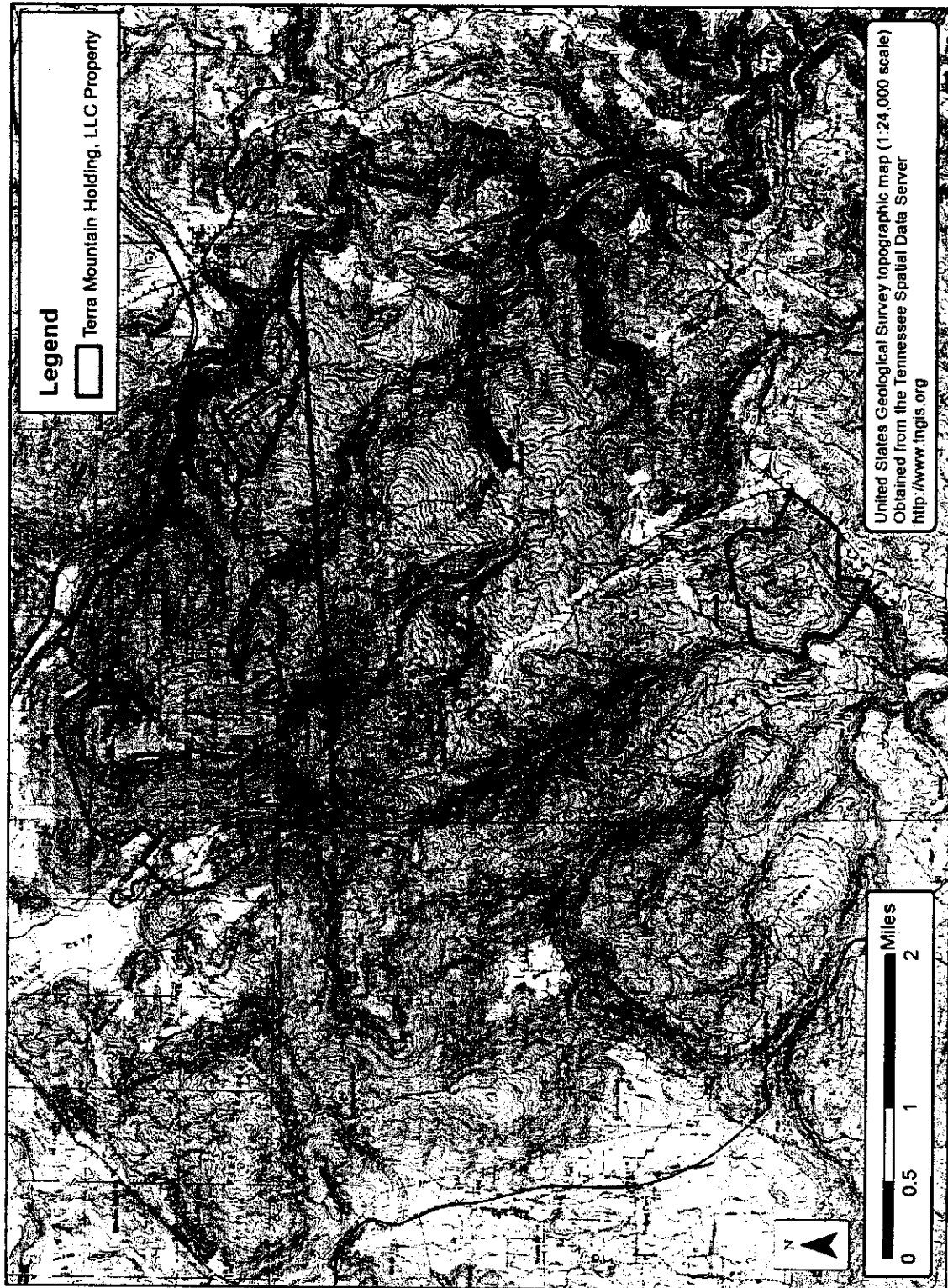


Figure 9. United States Geological Survey Topographic map (1:24,000).

The Terra Mountain Holding, LLC easement area elevations are moderate to steep with the lowest elevations occurring in the riparian areas of respective Cumberland County streams at approximately 1,500-1,600 feet with elevations increasing to approximately 2,500 feet (762 meters) in the Haley Mountain of the upper parcel area.

Historical & Current Orthophotography



Figure 10. 1998 Black & White (1 meter res.) (1:50,000 scale).

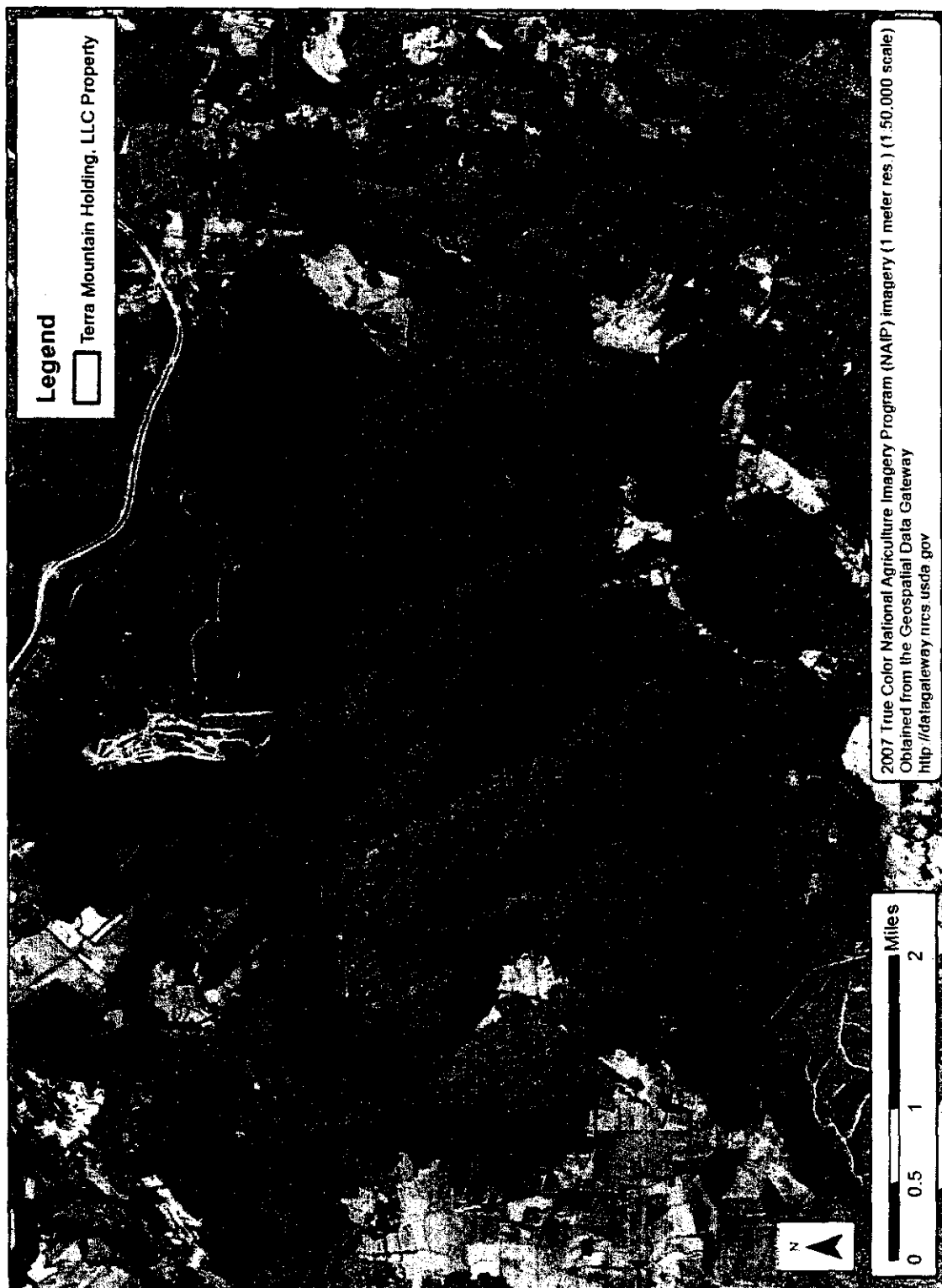


Figure 11. 2007 True Color NAIP imagery (1 meter res.) (1:50,000 scale).



Figure 12. 2008 True Color NAIP imagery (1 meter res.) (1:50,000 scale).

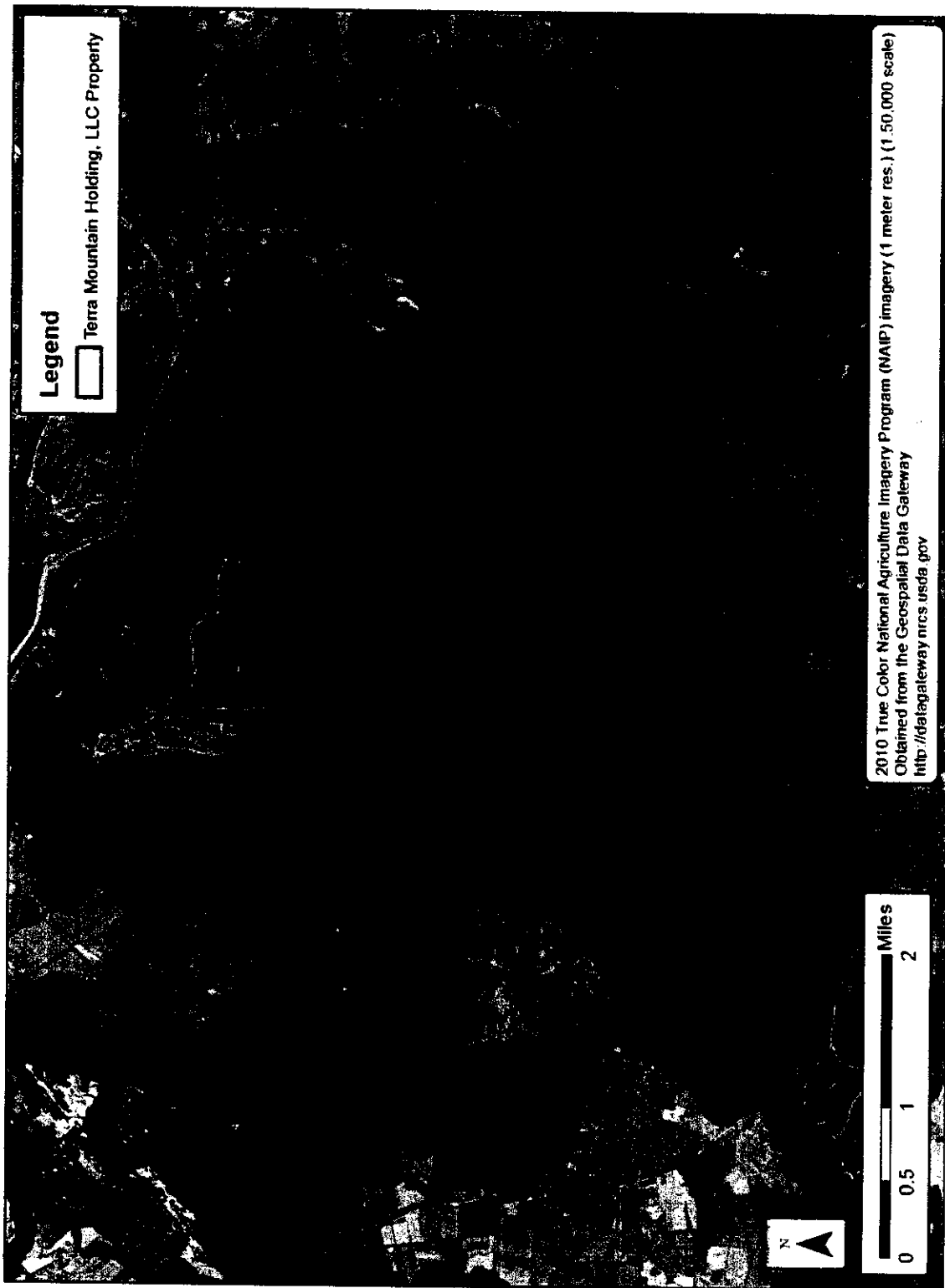


Figure 13. 2010 True Color NAIP imagery (1 meter res.) (1:50,000 scale).

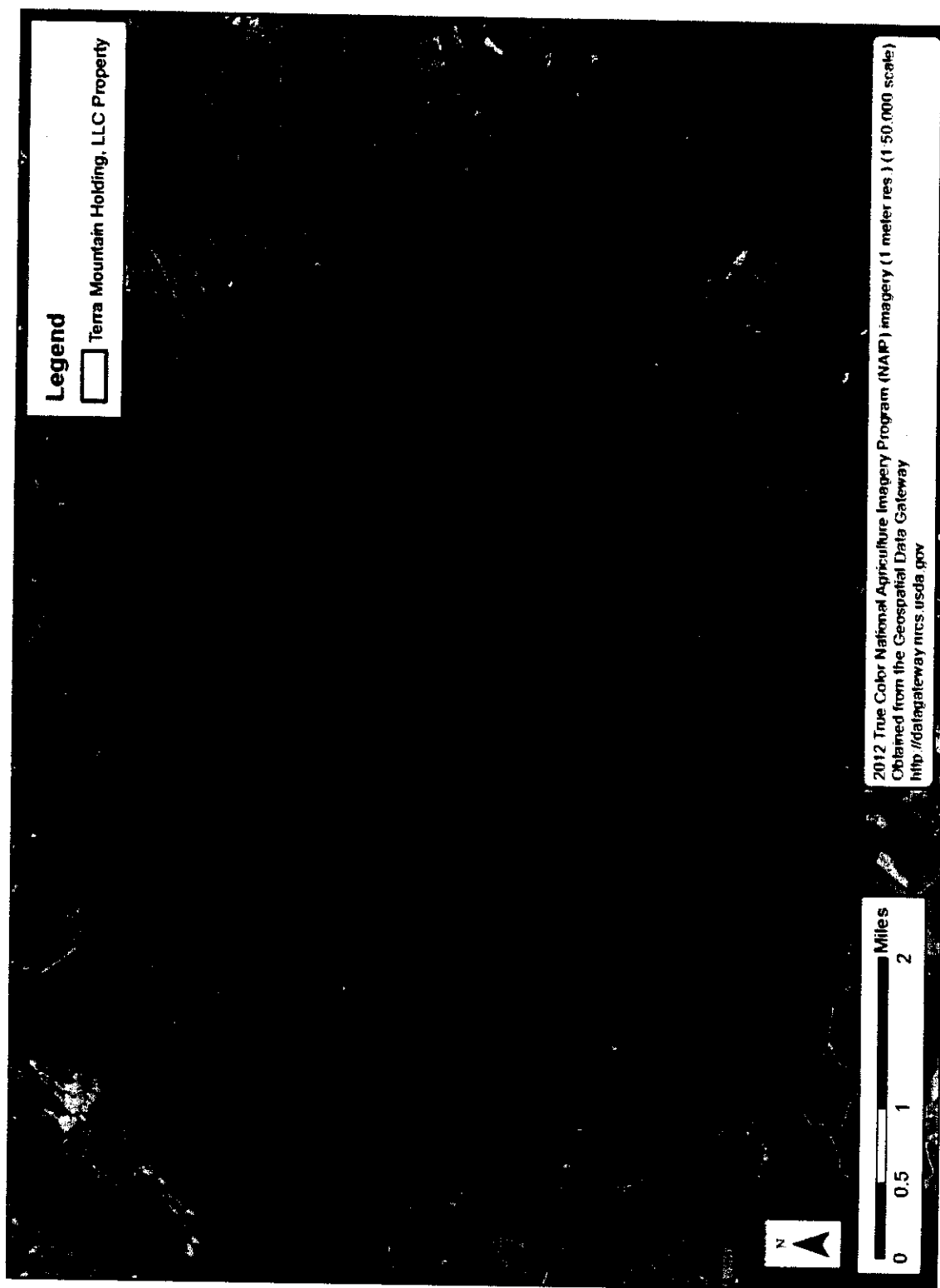
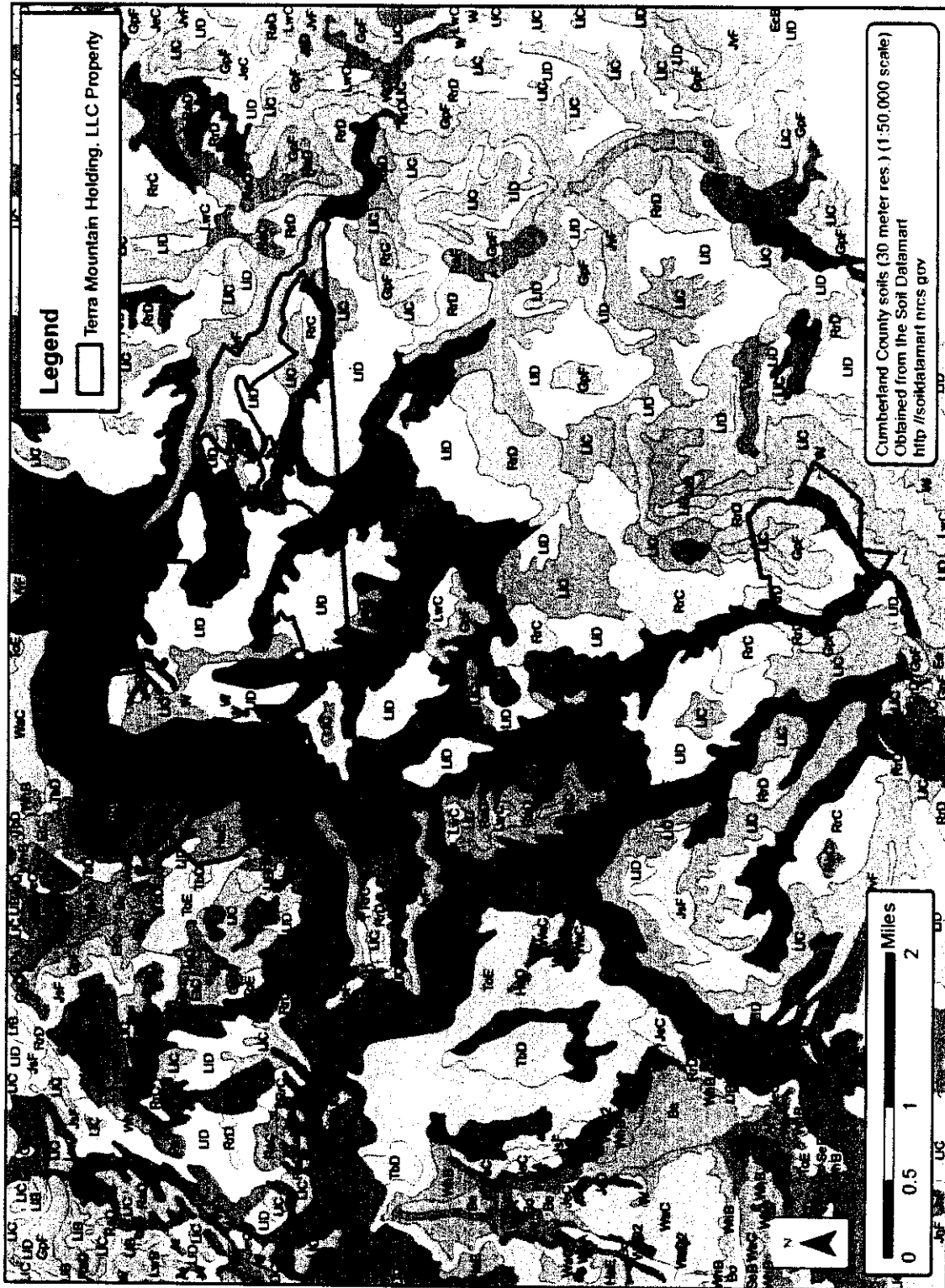


Figure 14. 2012 True Color NAIP imagery (1 meter res.) (1:50,000 scale).

Soils Map



The Terra Mountain Holding, LLC Property is composed of the following Tennessee agricultural soils as identified by United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS):

- (HaE) Hayter loam, 20 to 40 percent slopes, *Not prime farmland*;
- (JnD) Jefferson cobbly loam, 12 to 20 percent slopes, stony, *Not prime farmland*;
- (JnF) Jefferson cobbly loam, 20 to 50 percent slopes, stony, *Not prime farmland*;
- (JvF) Jefferson-Varilla-Shelocta complex, 20 to 60 percent slopes, very stony, *Not prime farmland*;
- (LiC) Lily loam, 5 to 12 percent slopes, *Not prime farmland*;
- (LiD) Lily loam, 12 to 20 percent slopes, *Not prime farmland*;
- (RrC) Ramsey-Rock outcrop complex, 5 to 12 percent slopes, *Not prime farmland*;
- (RrD) Ramsey-Rock outcrop complex, 12 to 20 percent slopes, *Not prime farmland*.

Conservation Easement Map

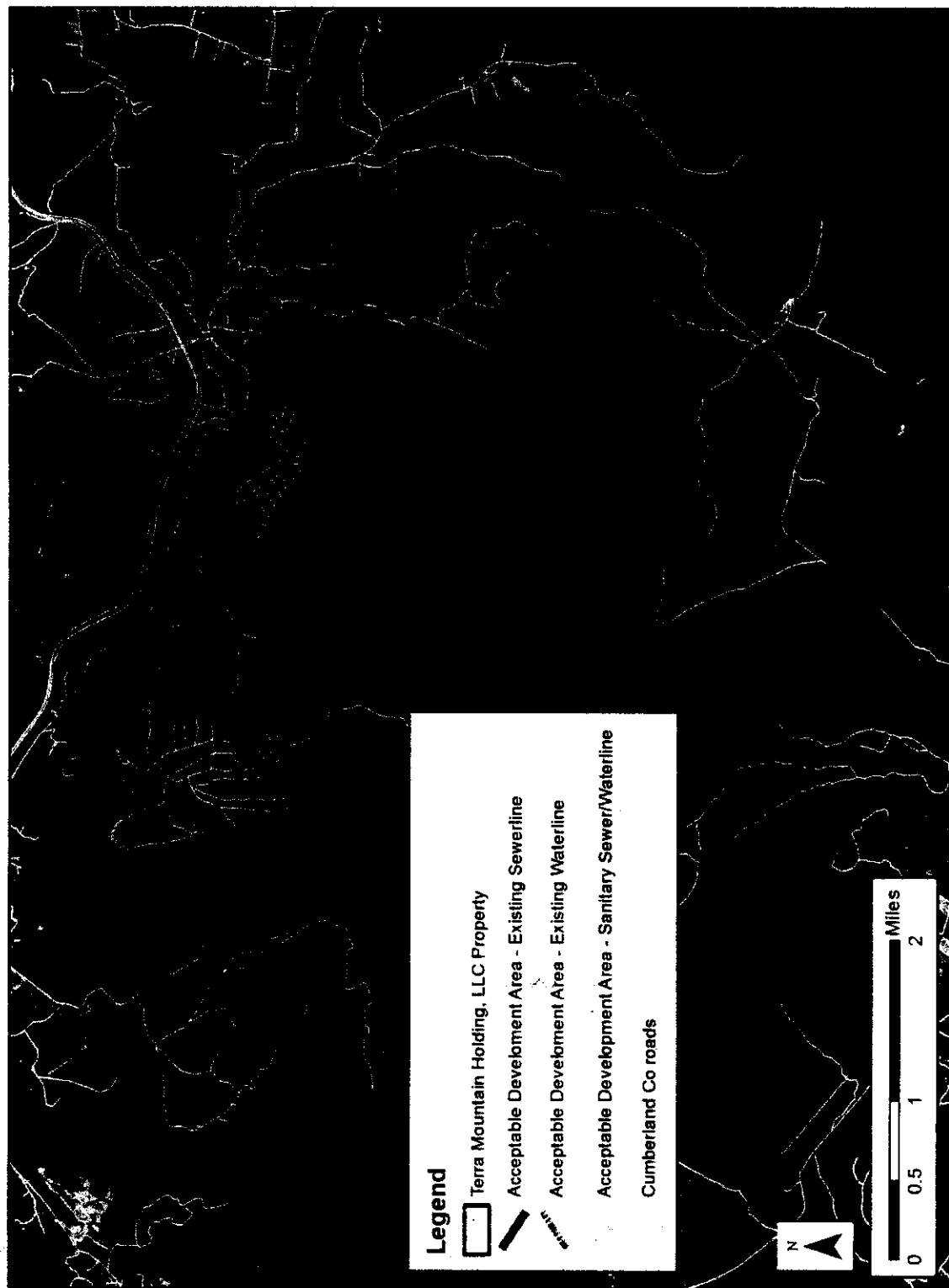


Figure 16. Conservation easement map depicting spatial location of the Acceptable Development Area – Existing Sewerline (in Sugalite sky), the Acceptable Development Area – Existing Waterline (in Lepidolite lilac), and the Acceptable Development Area – Sanitary Sewerline/Waterline (in Tzvorite green) (1:50,000 scale).

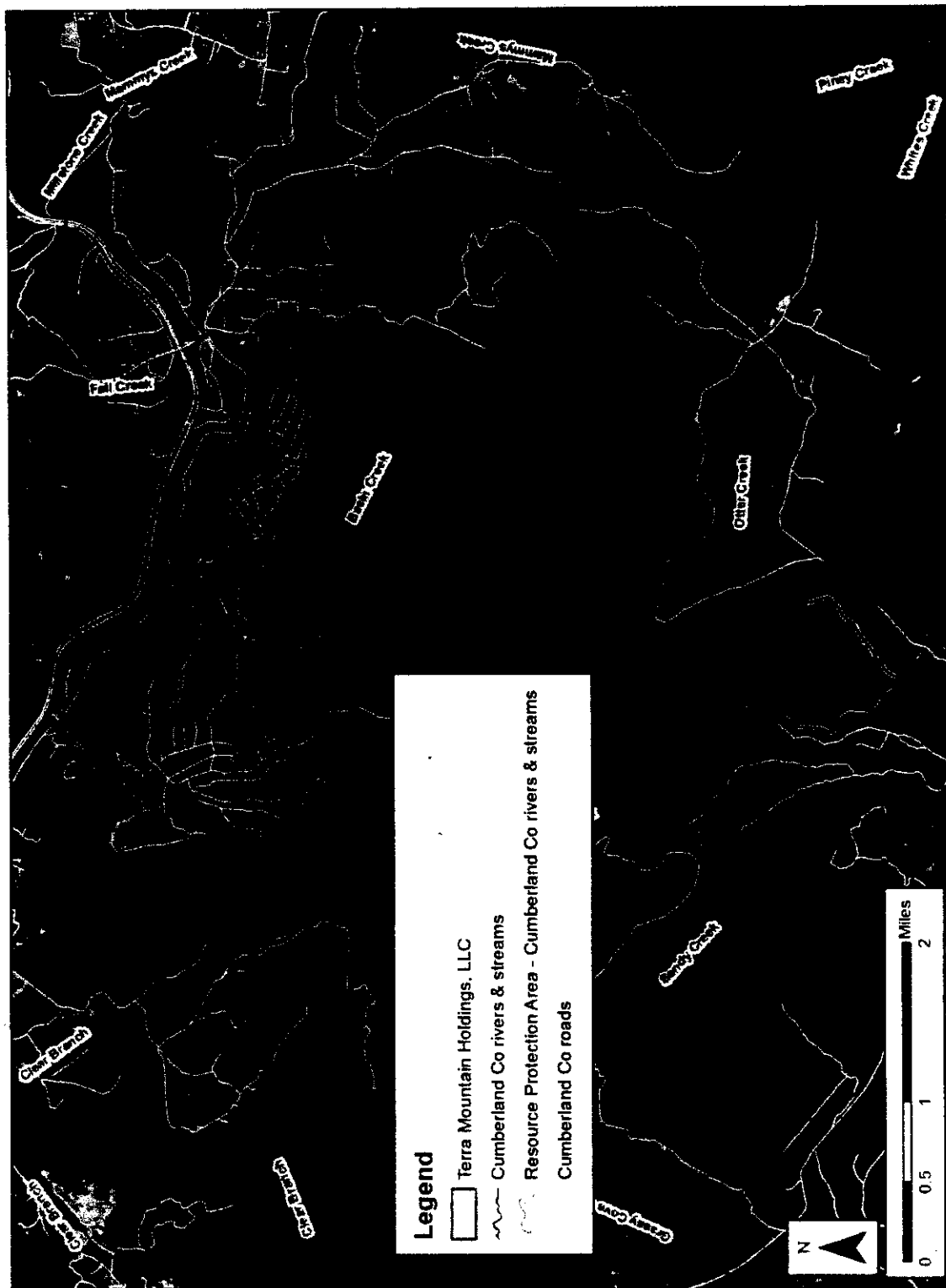


Figure 18. Conservation easement map depicting spatial location of the Bledsoe Country streams (in blue, the Resource Protection Areas – Bledsoe Country streams (in Yogo lite blue), freshwater ponds (in green), and Resource Protection Areas – Freshwater Ponds (in olive green)(1:50,000 scale).

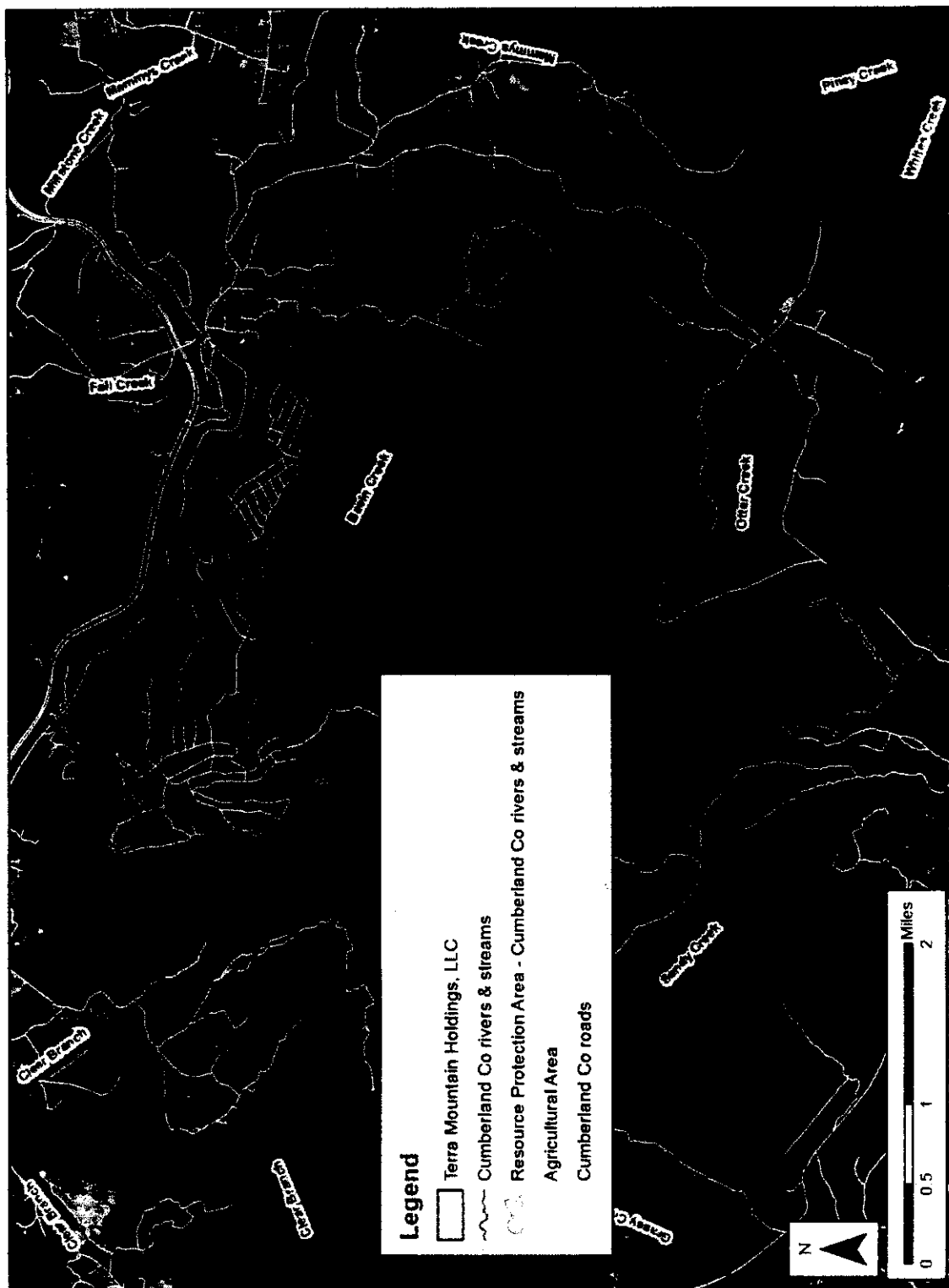
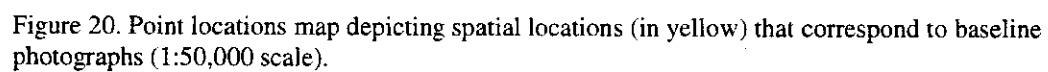


Figure 19. Conservation easement map depicting spatial location of the Agricultural Area (in beige) (1:50,000 scale).

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Photographic Documentation



Figure 21. Historic marker/property line (300° orientation) (Waypoint 01).

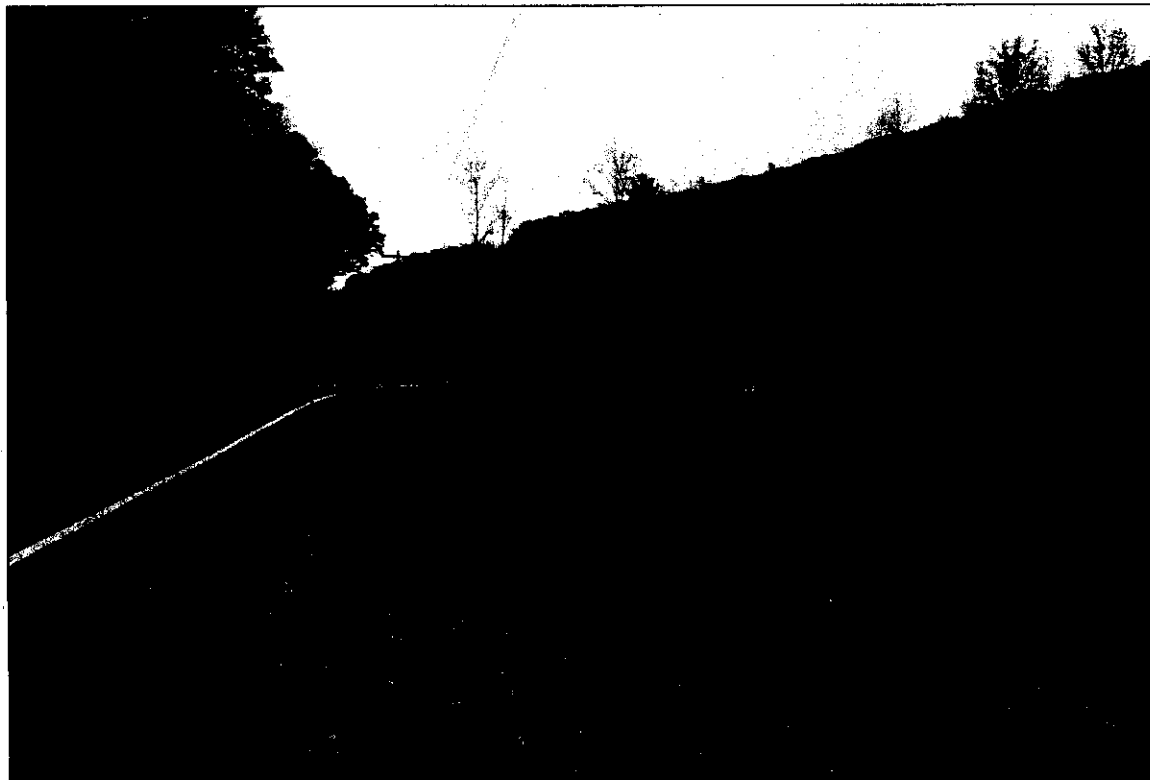


Figure 22. Property line/HWY 70 East (125° orientation) (Waypoint 01).



Figure 23. Stream (125° orientation) (Waypoint 02).



Figure 24. Stream (290° orientation) (Waypoint 02).



Figure 25. Property line (340° orientation) (Waypoint 03).



Figure 26. Internal view (260° orientation) (Waypoint 03).

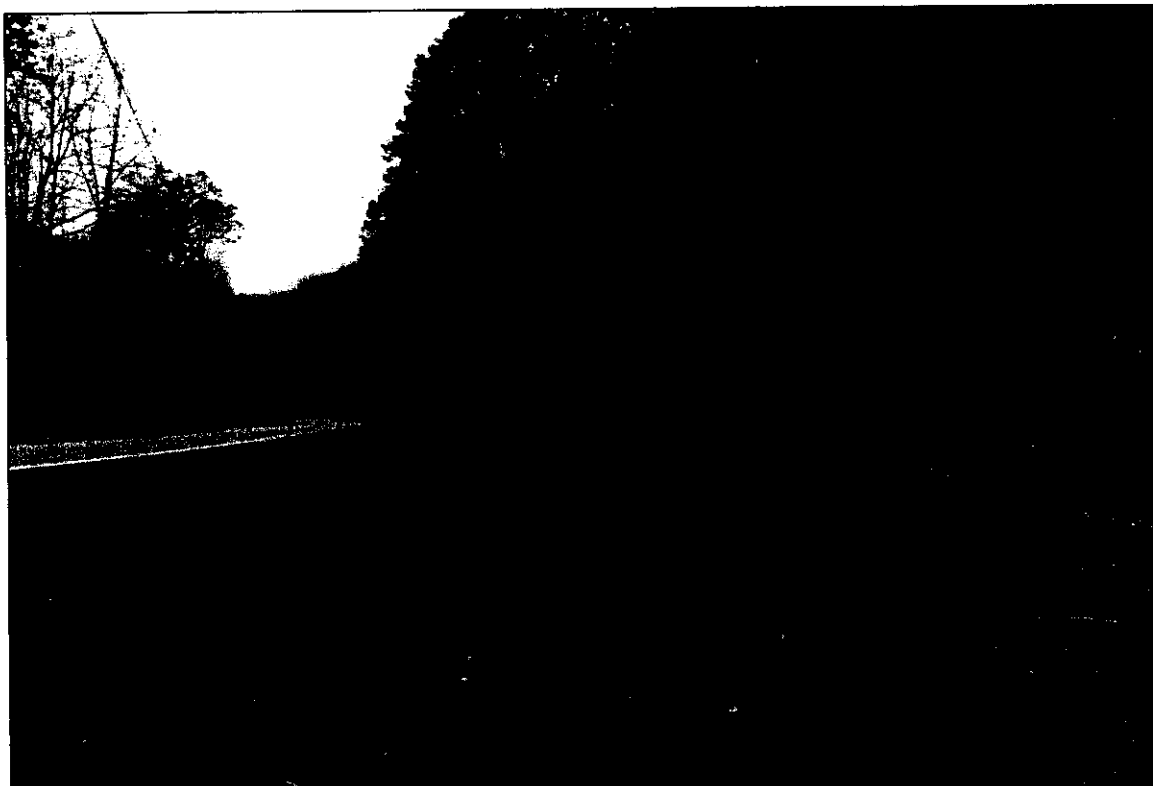


Figure 27. Property line (180° orientation) (Waypoint 03).

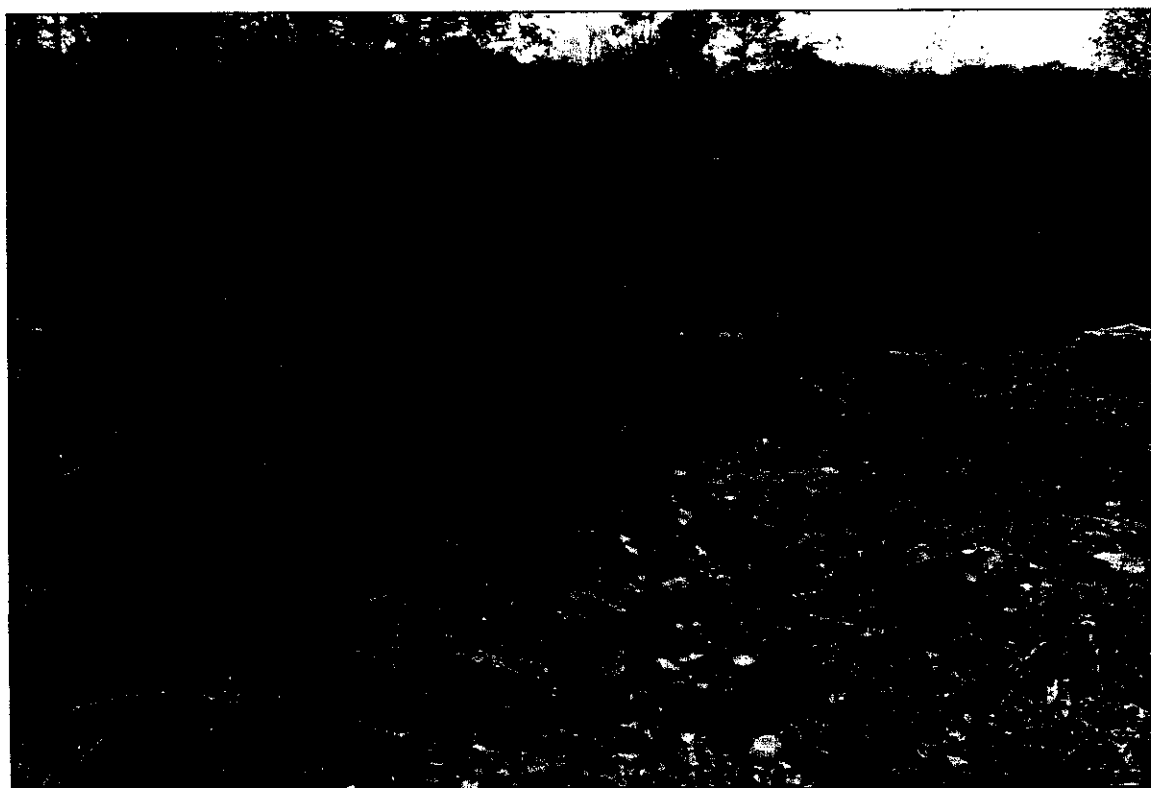


Figure 28. Stream (040° orientation) (Waypoint 04).

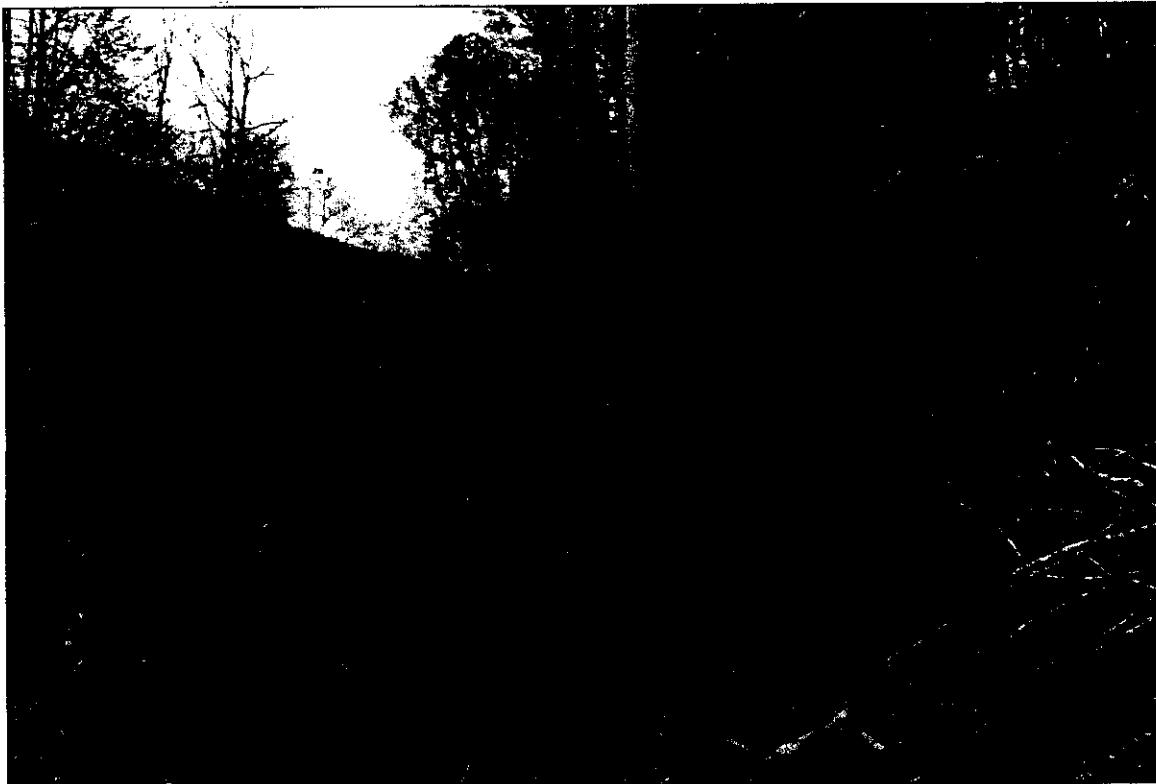


Figure 29. Stream (220° orientation) (Waypoint 04).

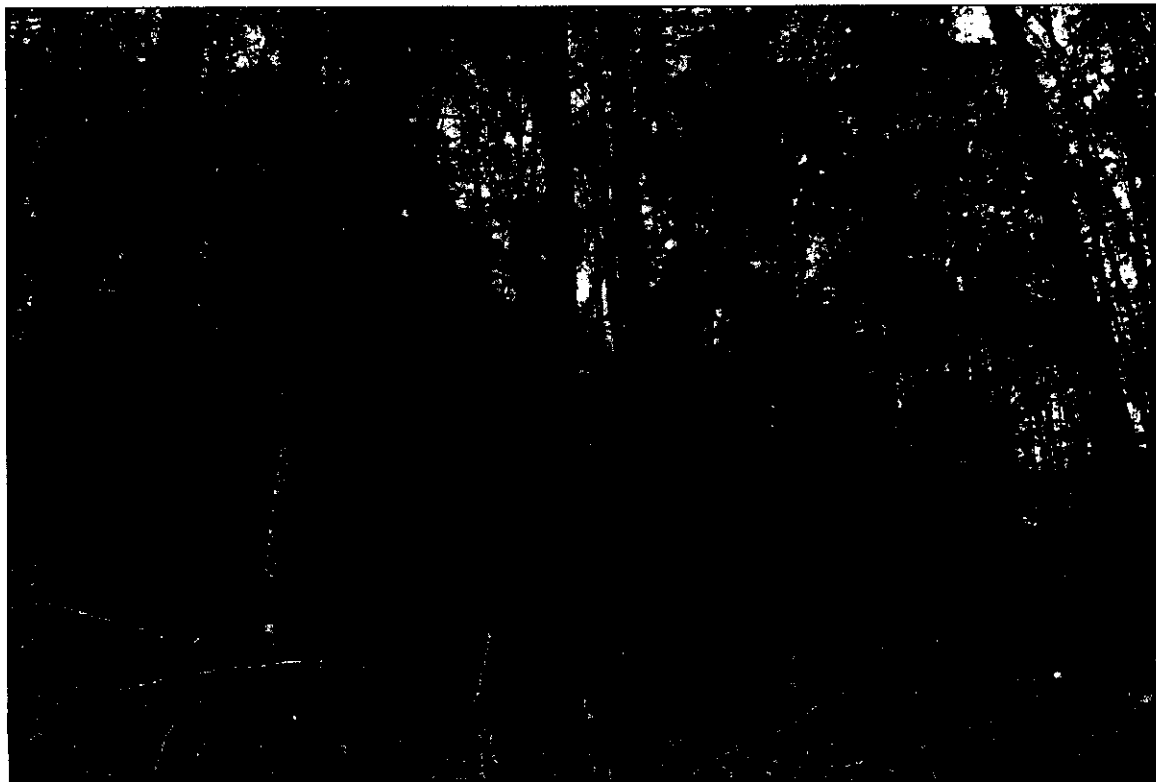


Figure 30. Internal view (300° orientation) (Waypoint 04).



Figure 31. Property access gate/access road (257° orientation) (Waypoint 05).

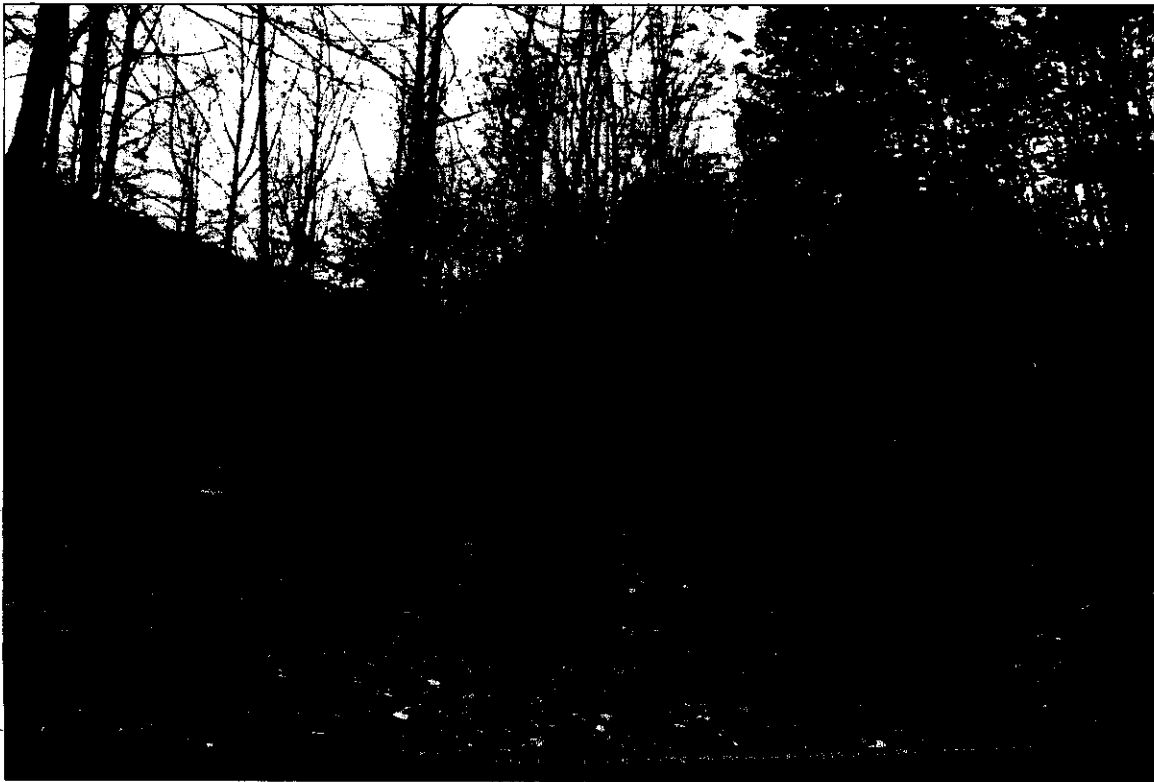


Figure 32. Property access gate (260° orientation) (Waypoint 06).

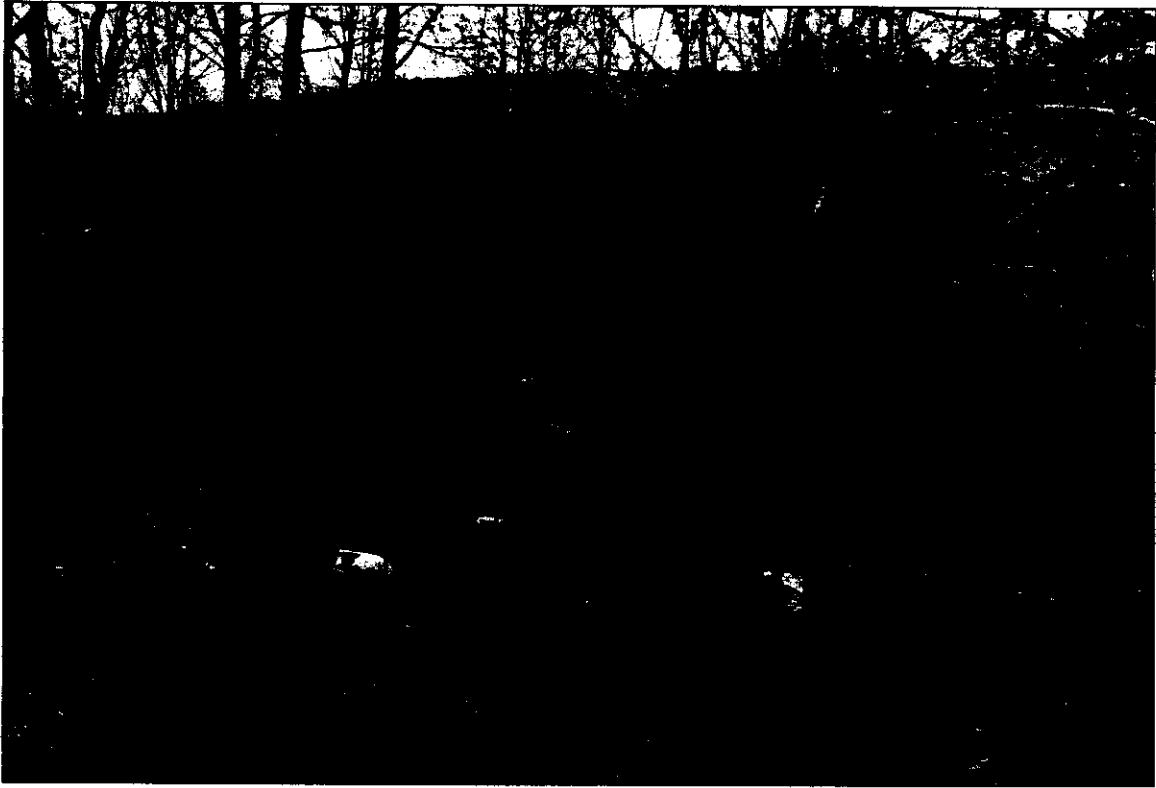


Figure 33. Trash (152° orientation) (Waypoint 07).

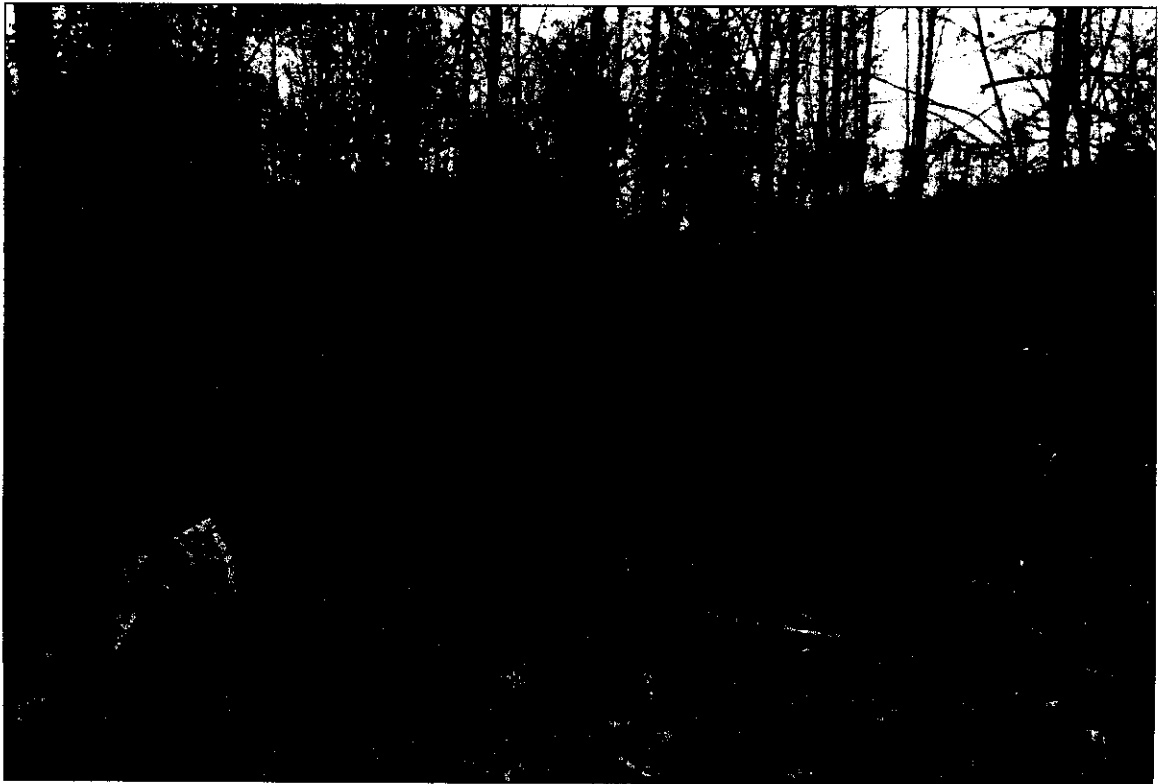


Figure 34. Trash (087° orientation) (Waypoint 07).

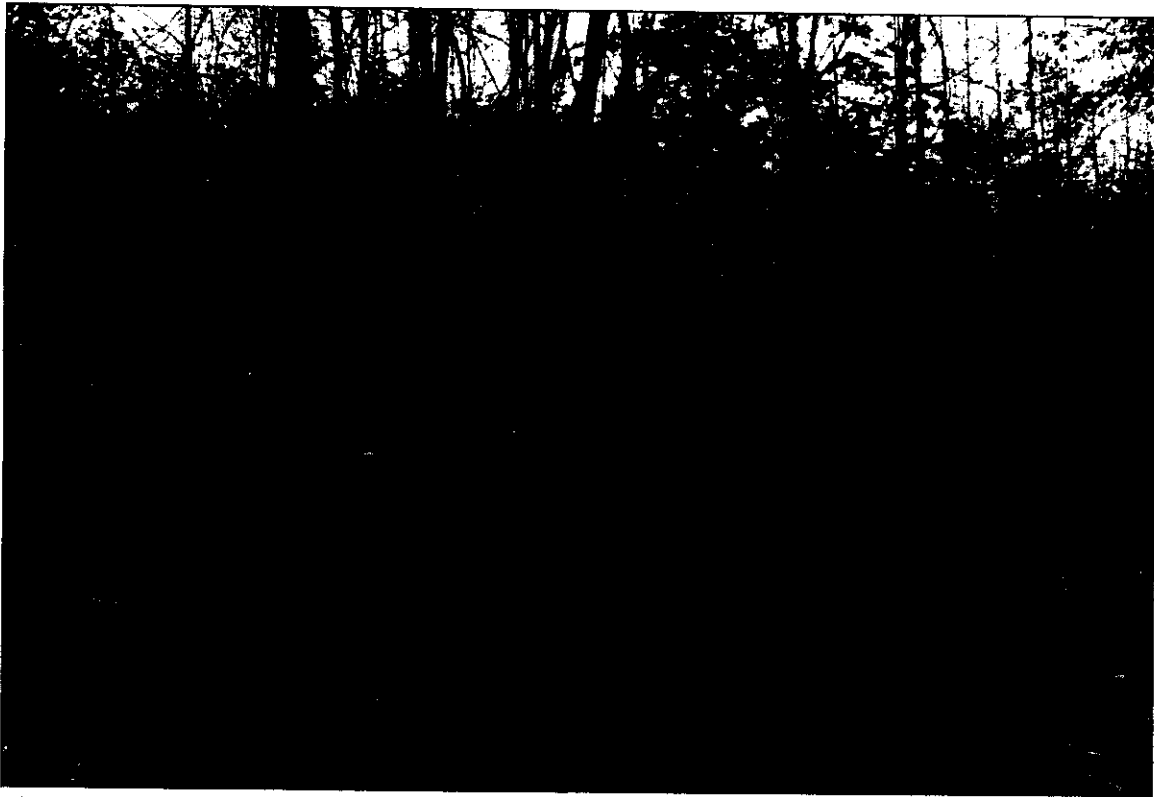


Figure 35. Trash (020° orientation) (Waypoint 07).

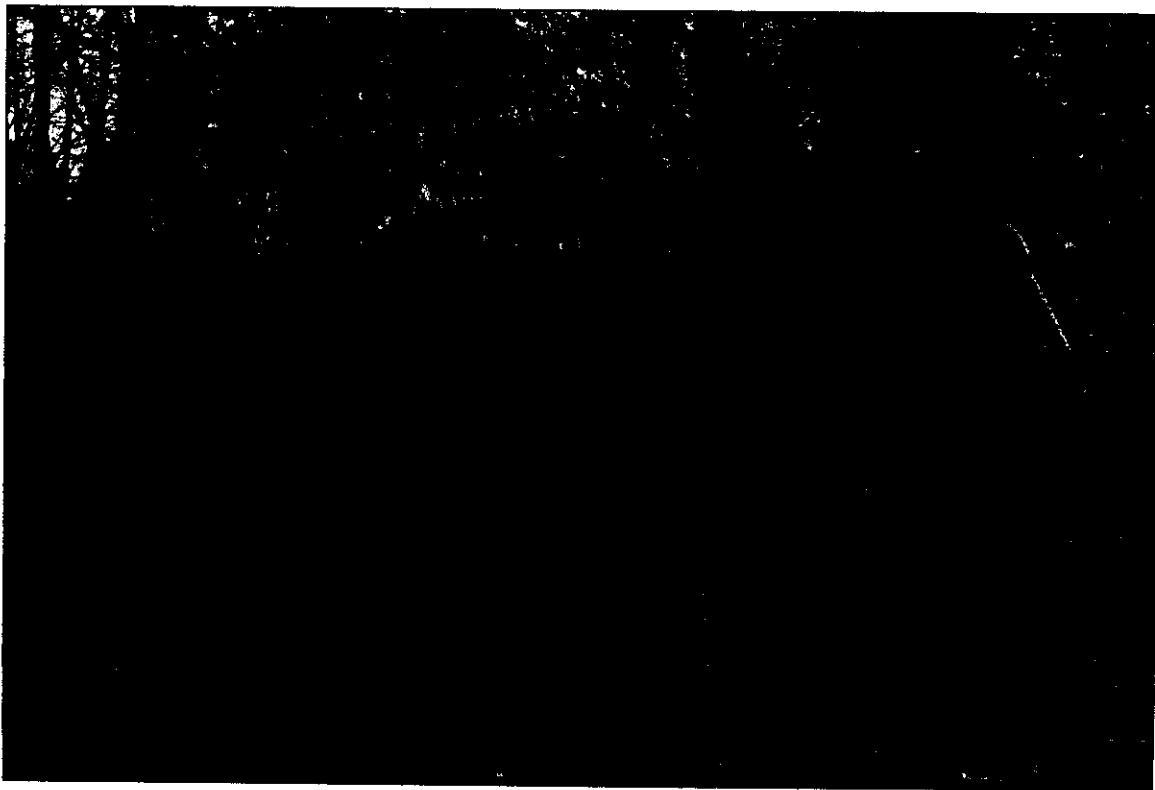


Figure 36. Internal view (270° orientation) (Waypoint 07).

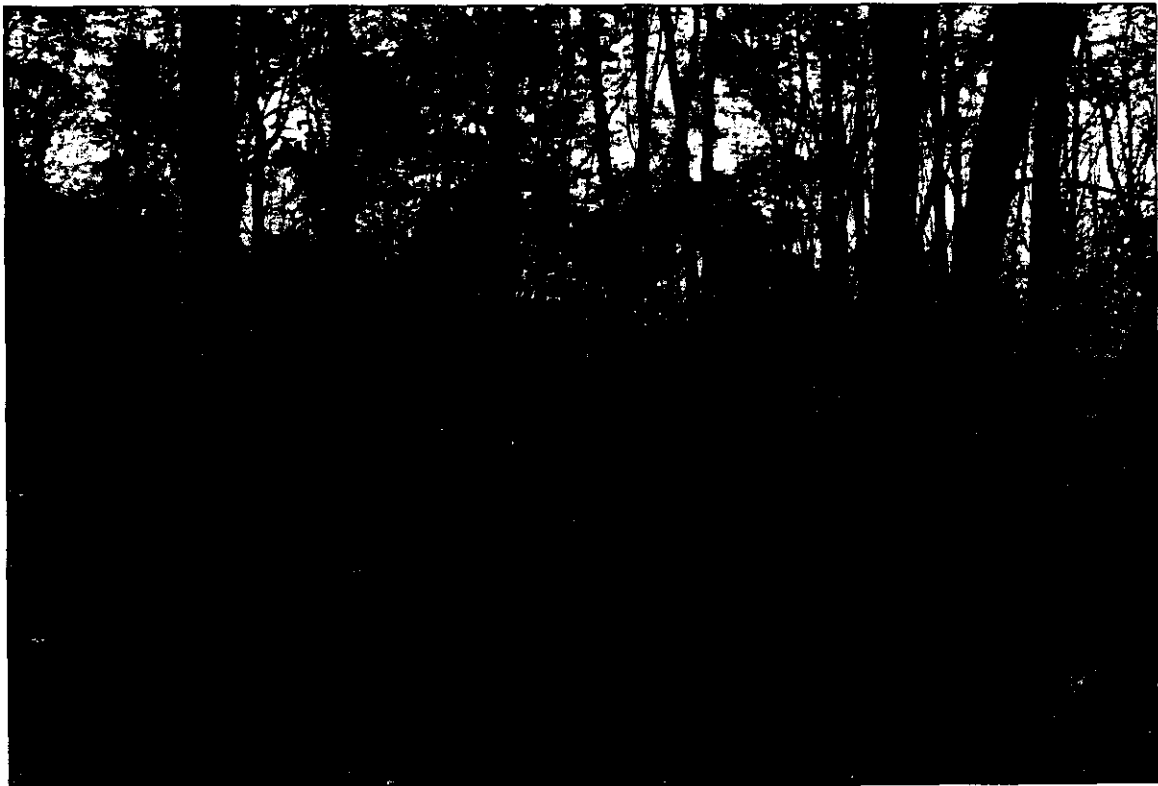


Figure 37. Internal view (350° orientation) (Waypoint 08).



Figure 38. Access road (060° orientation) (Waypoint 08).



Figure 39. Internal view (150° orientation) (Waypoint 08).



Figure 40. Access road (227° orientation) (Waypoint 09).

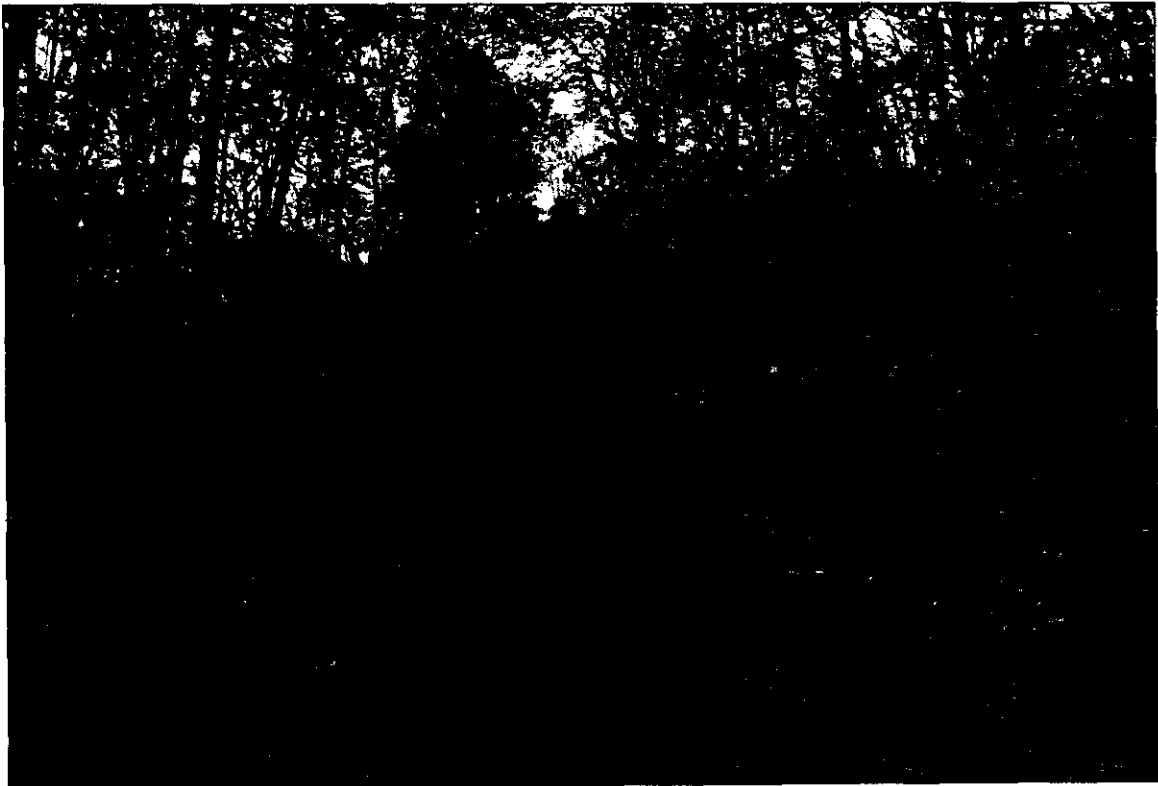


Figure 41. Access road (220° orientation) (Waypoint 09).

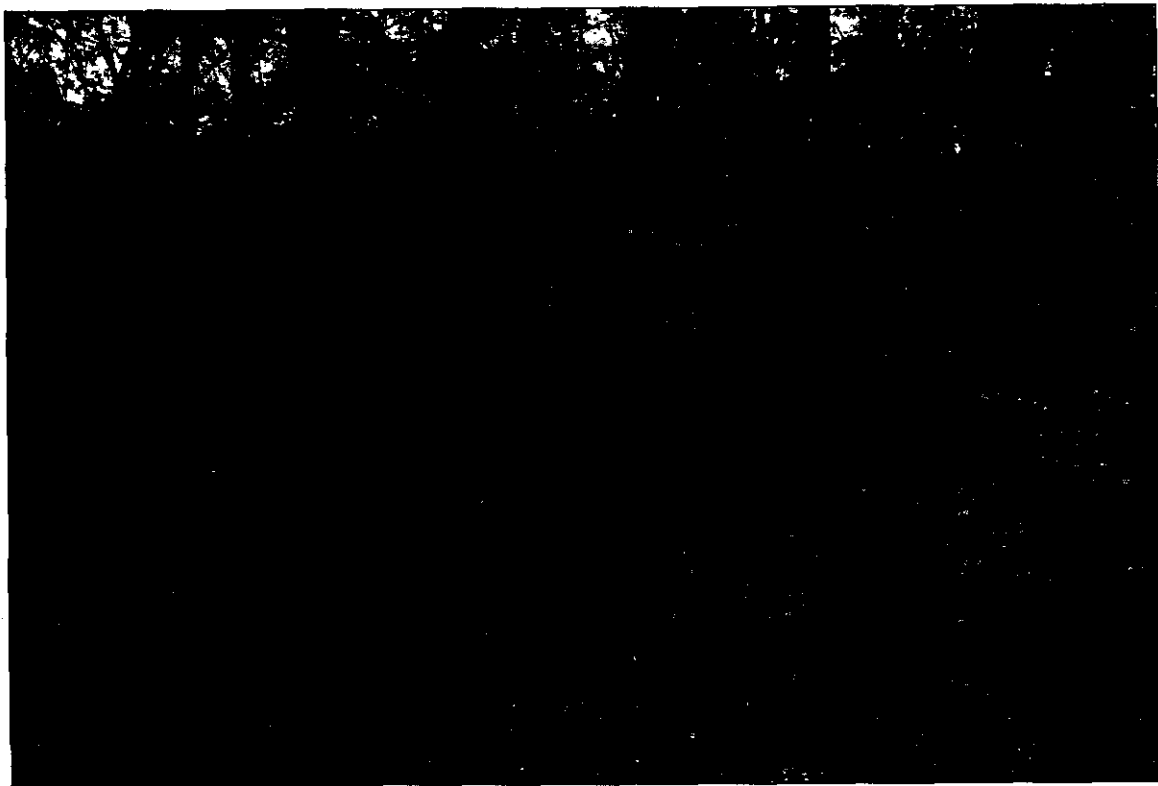


Figure 42. Internal view (180° orientation) (Waypoint 09).

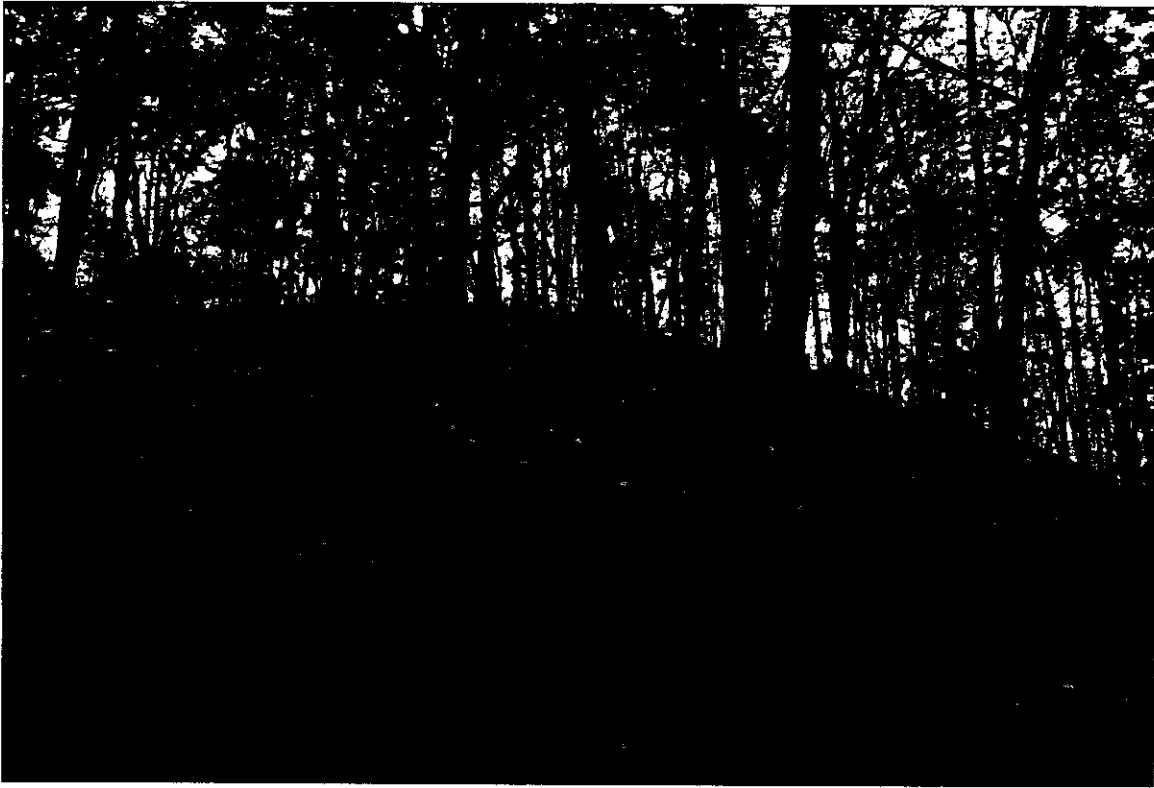


Figure 43. Internal view (000° orientation) (Waypoint 09).

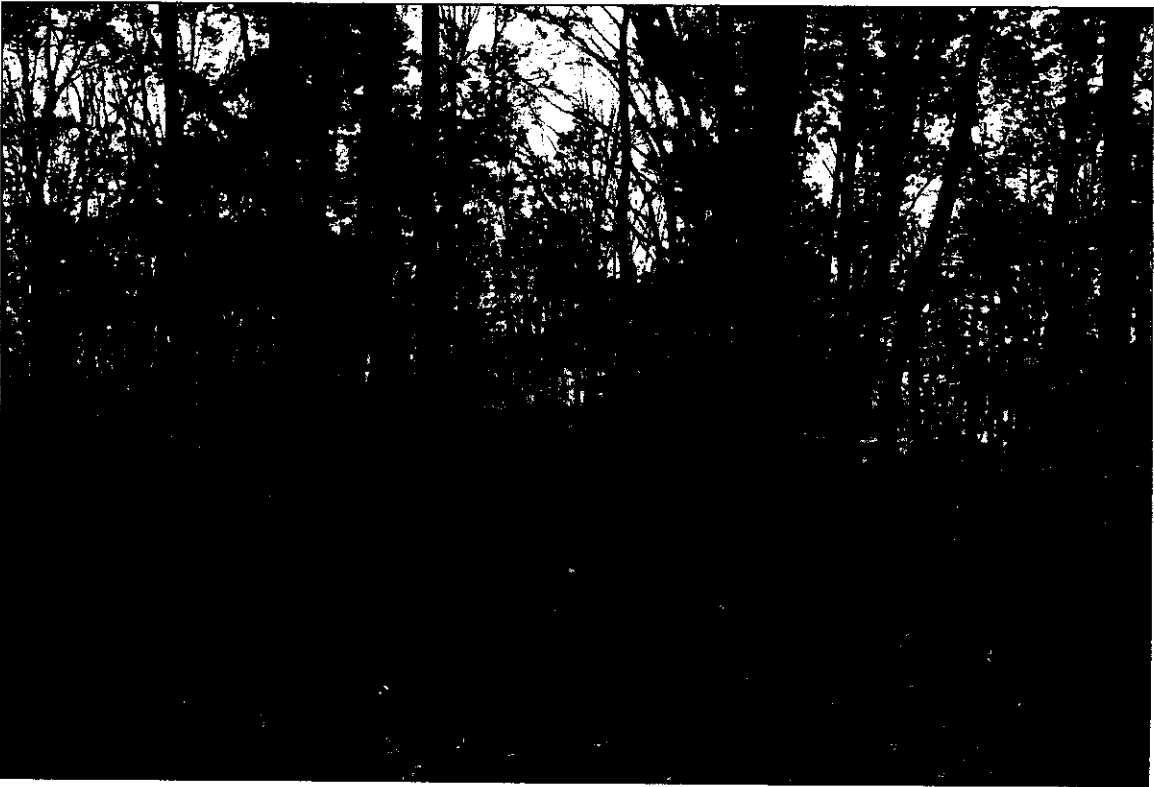


Figure 44. View of property (040° orientation) (Waypoint 10).



Figure 45. View of property (057° orientation) (Waypoint 11).

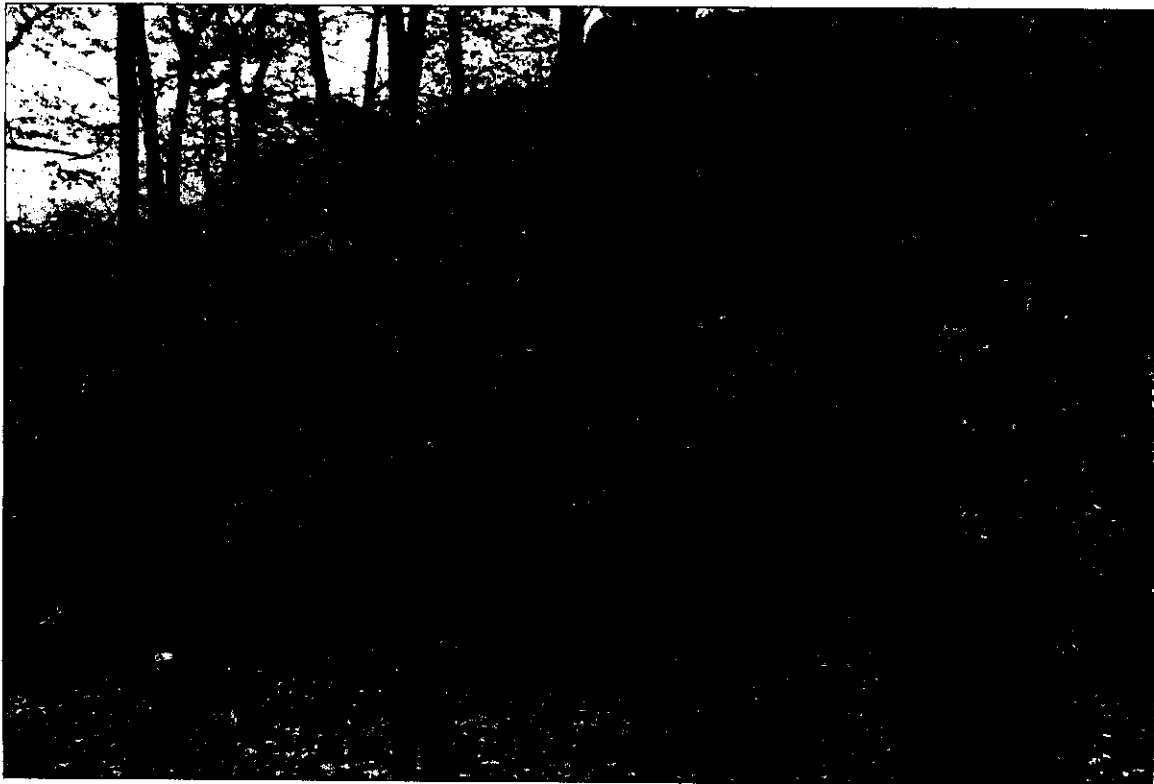


Figure 46. View of property (120° orientation) (Waypoint 11).

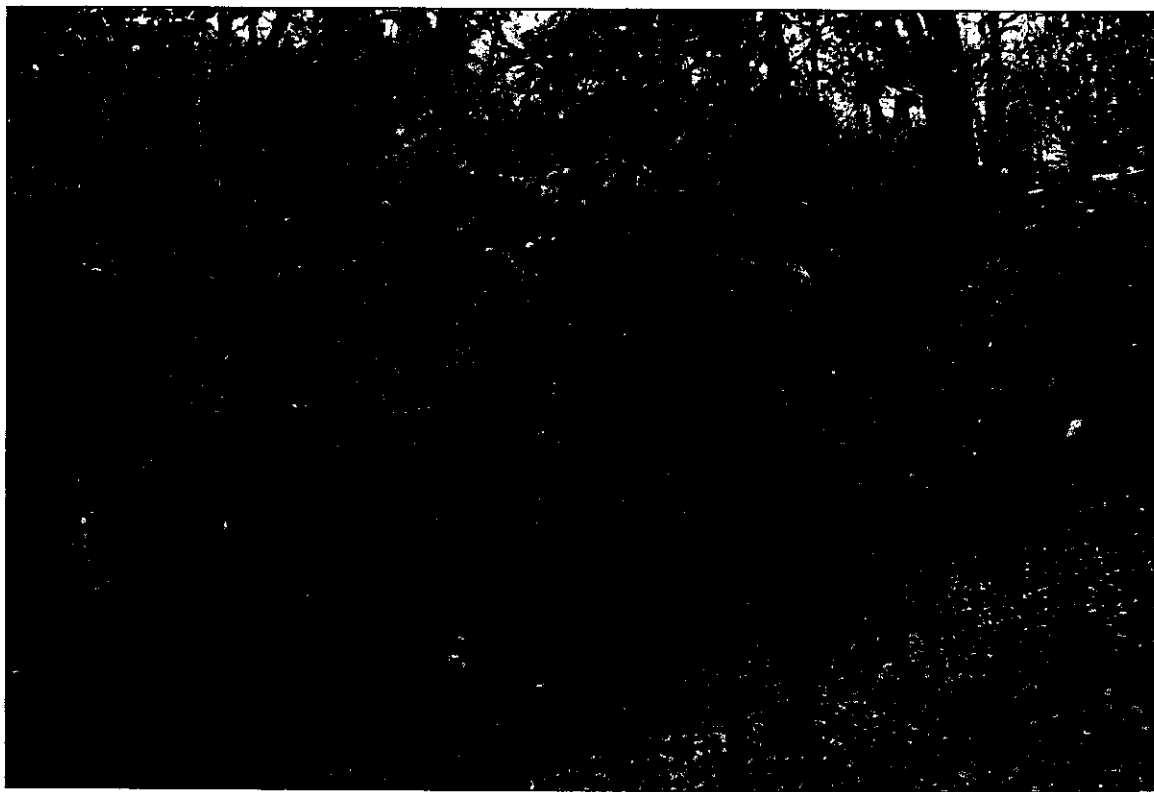


Figure 47. View of property (180° orientation) (Waypoint 11).



Figure 48. View of property (297° orientation) (Waypoint 12).



Figure 49. View of property (000° orientation) (Waypoint 12).



Figure 50. View of property (047° orientation) (Waypoint 12).

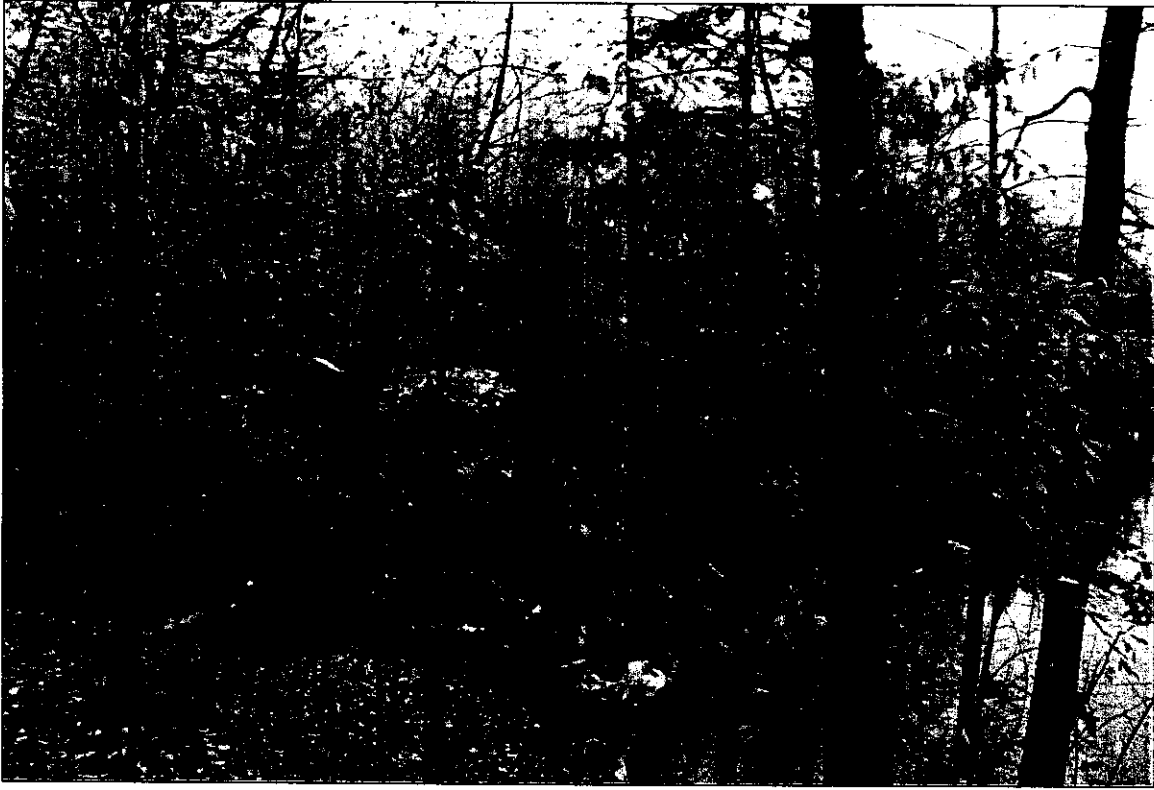


Figure 51. View of pond (300° orientation) (Waypoint 13).



Figure 52. View of pond (350° orientation) (Waypoint 13).



Figure 53. View of pond (040° orientation) (Waypoint 13).

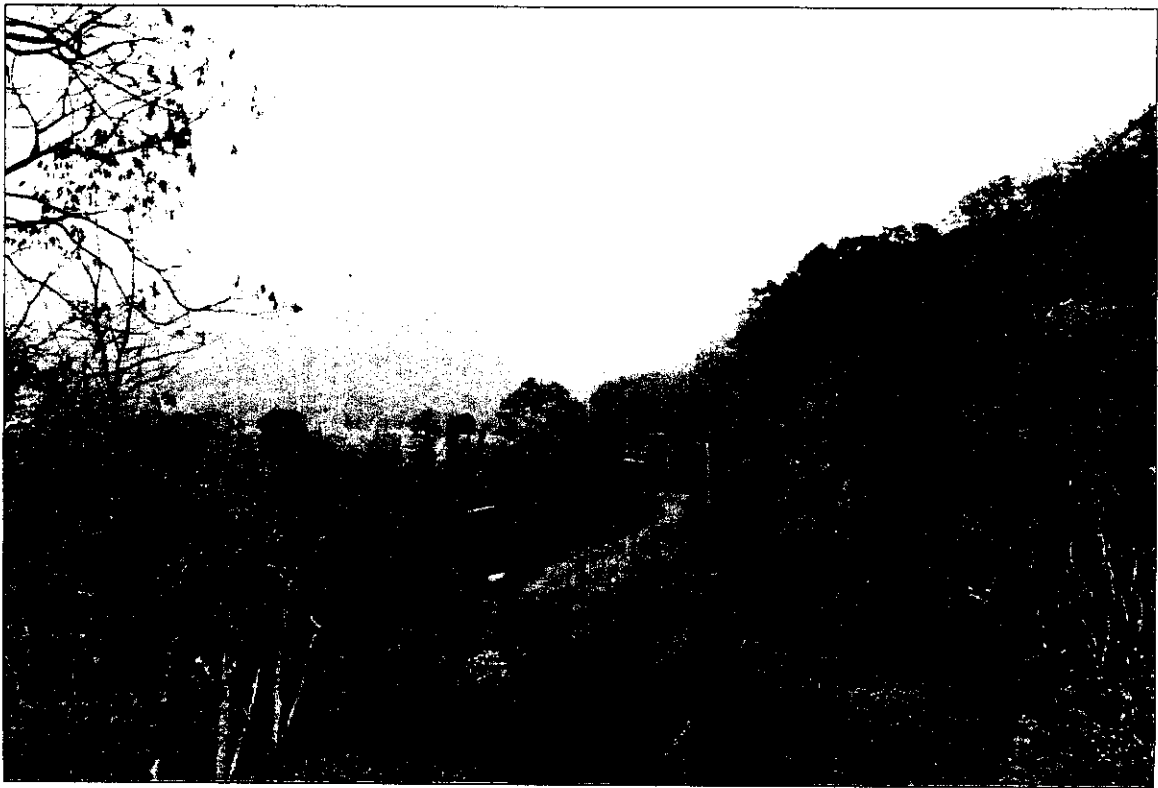


Figure 54. View of property (040° orientation) (Waypoint 14).



Figure 55. View of property (140° orientation) (Waypoint 14).



Figure 56. Pond (115° orientation) (Waypoint 15).

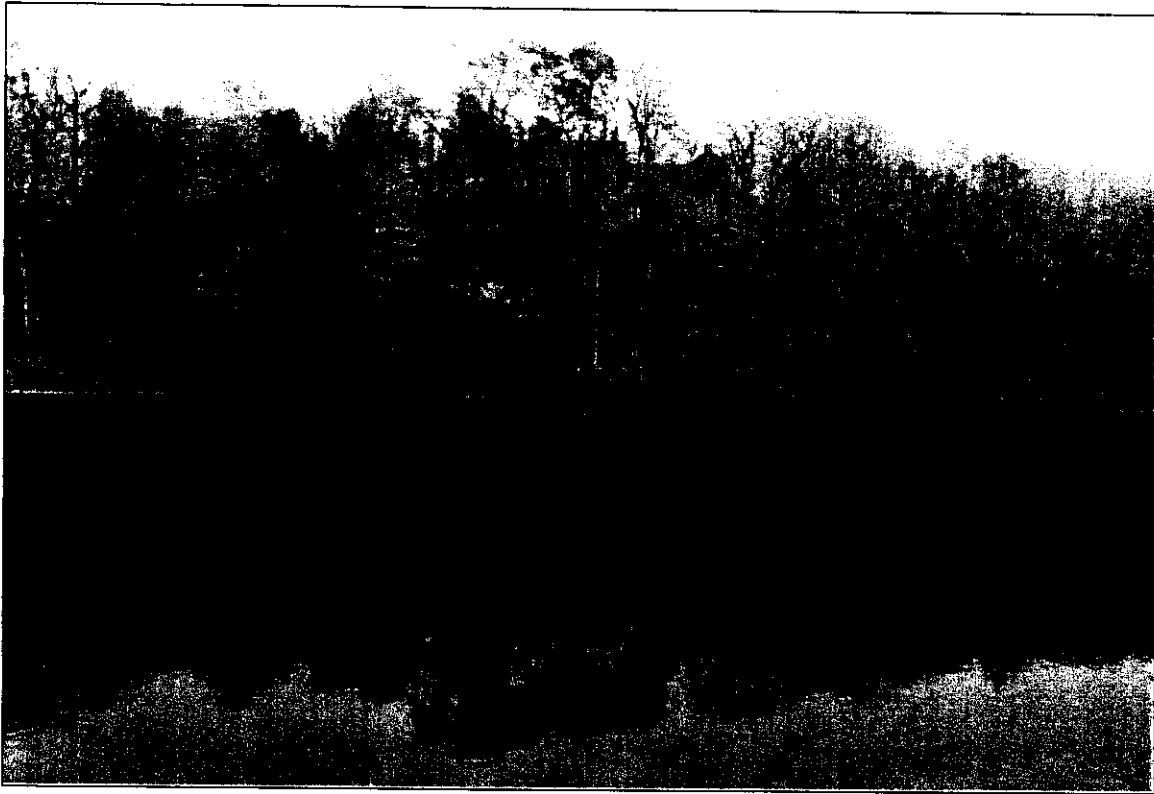


Figure 57. Pond (175° orientation) (Waypoint 15).



Figure 58. Pond (210° orientation) (Waypoint 15).

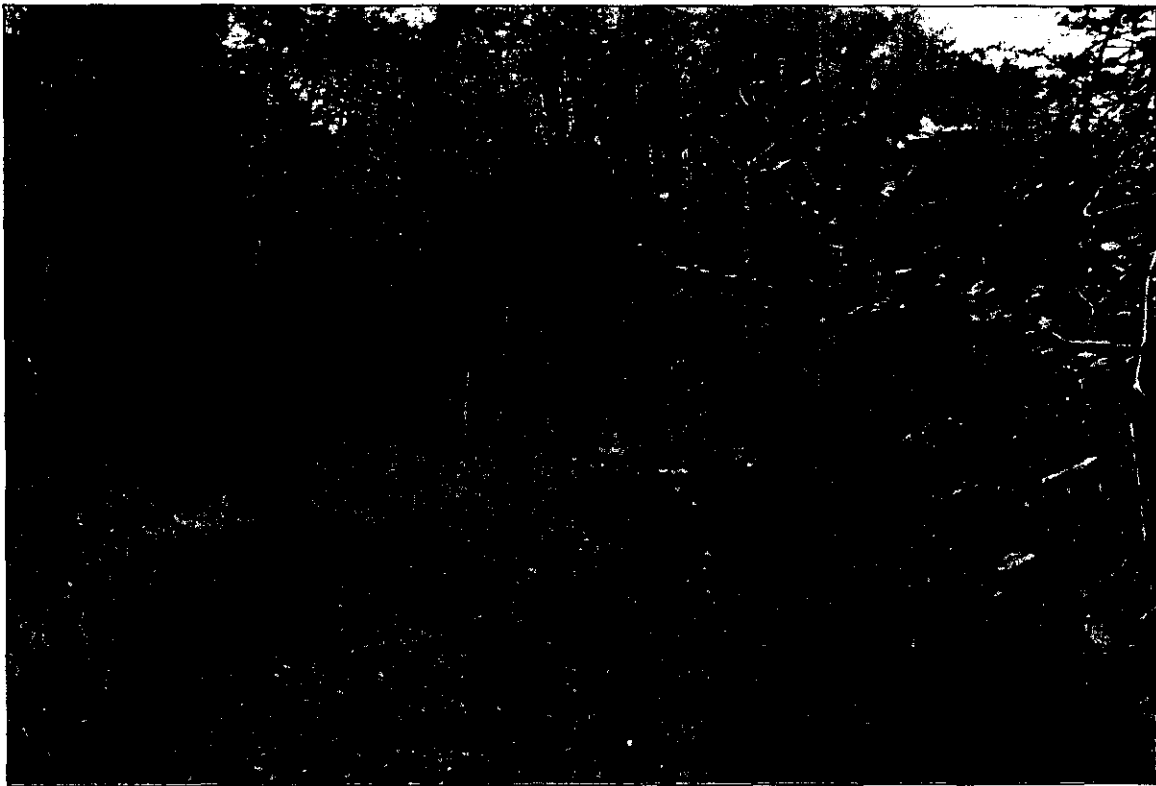


Figure 59. Open area (271° orientation) (Waypoint 16).



Figure 60. Open area (150° orientation) (Waypoint 16).



Figure 61. Derelict dumpster (250° orientation) (Waypoint 17).

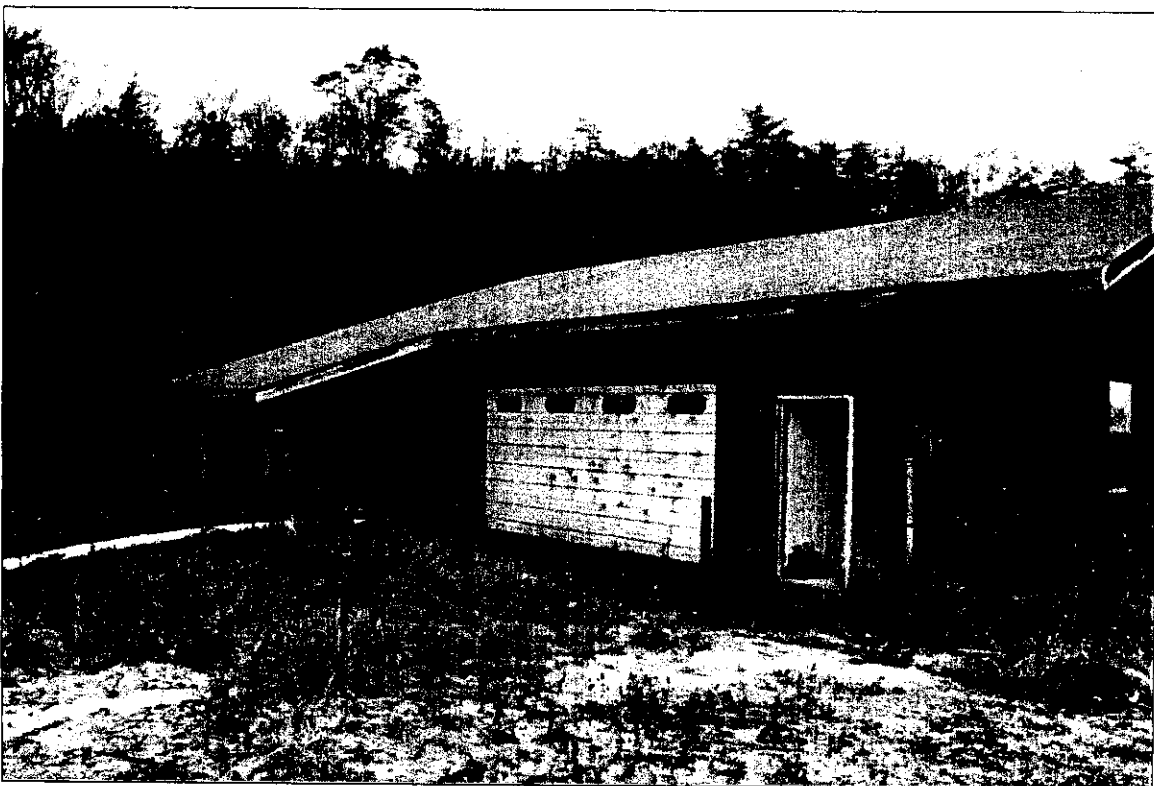


Figure 62. Building (010° orientation) (Waypoint 17).



Figure 63. Building/access road (010° orientation) (Waypoint 17).

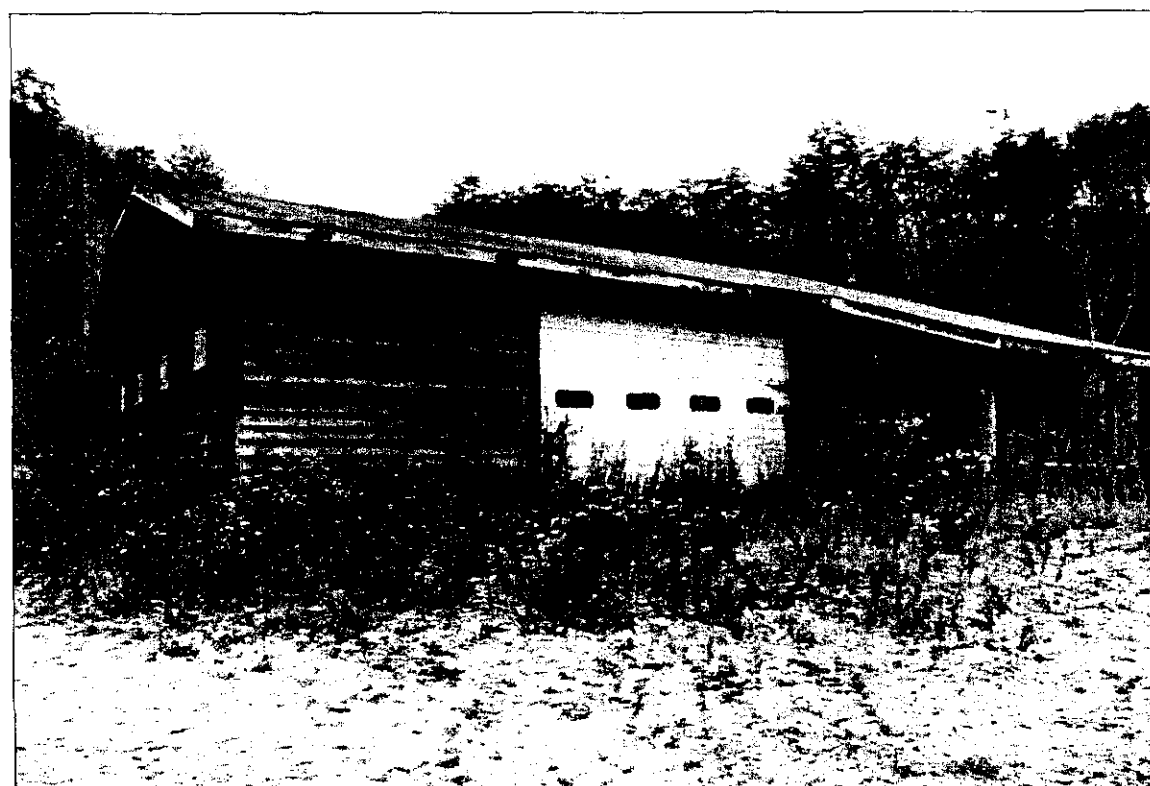


Figure 64. Building (260° orientation) (Waypoint 18).



Figure 65. Building (057° orientation) (Waypoint 19).



Figure 66. Property view (007° orientation) (Waypoint 19).

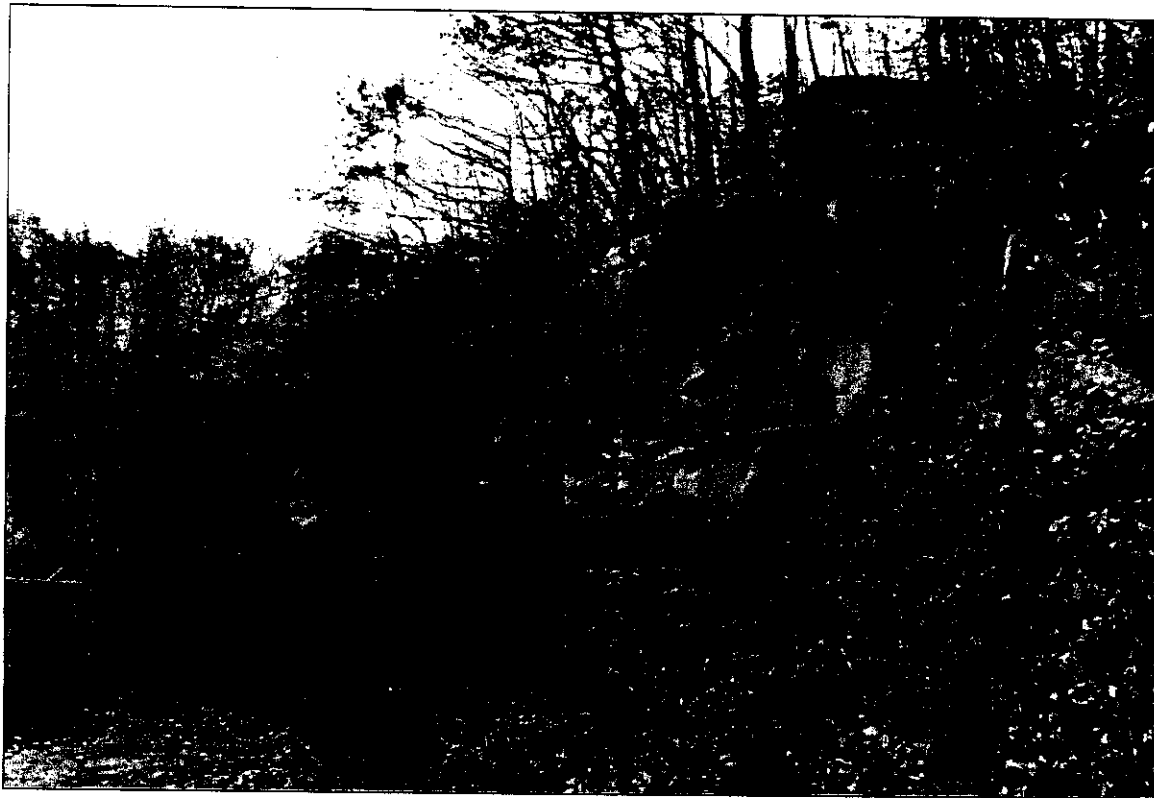


Figure 67. Property view (100° orientation) (Waypoint 19).

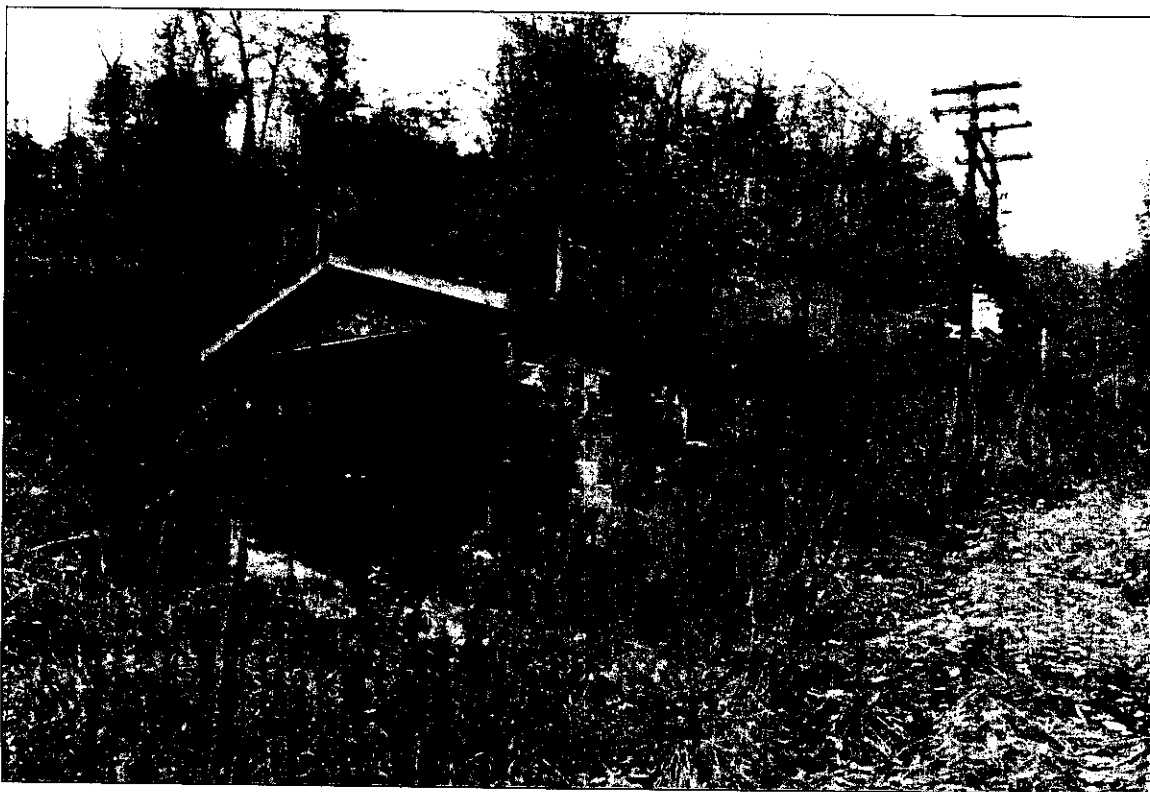


Figure 68. Building (270° orientation) (Waypoint 20).

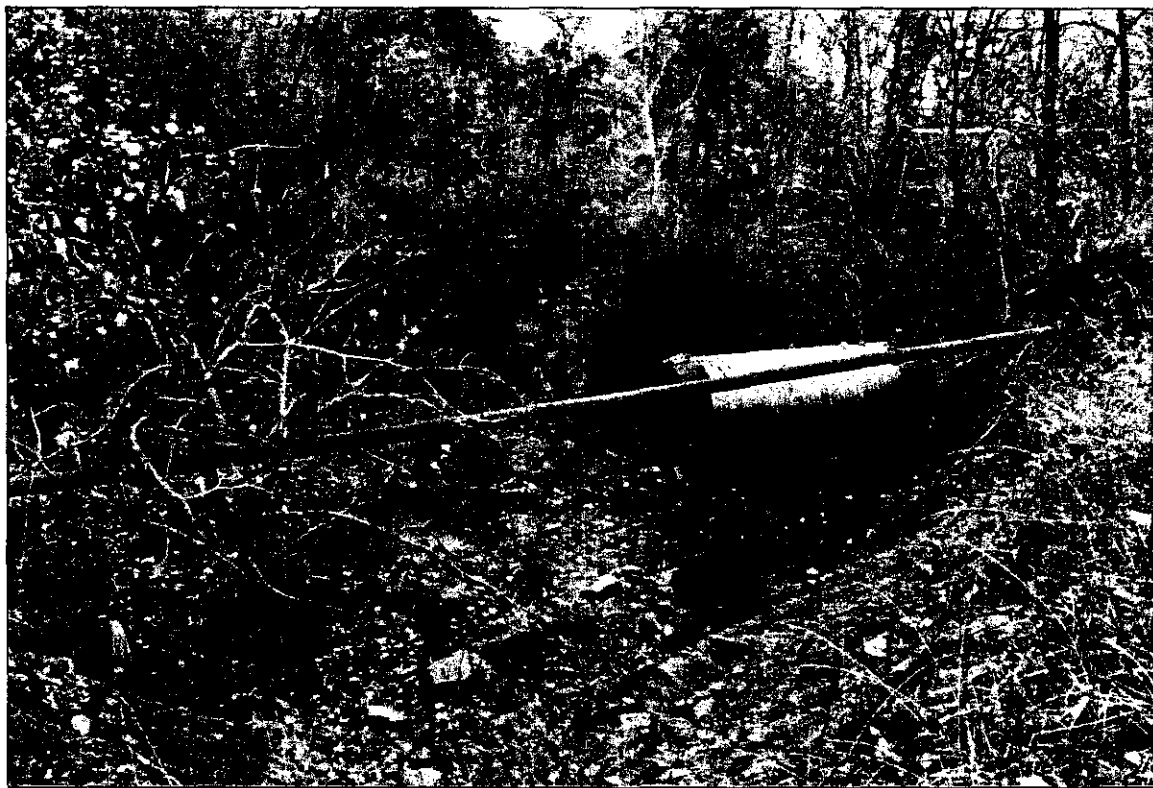


Figure 69. Culvert (000° orientation) (Waypoint 20).



Figure 70. Property view (320° orientation) (Waypoint 21).

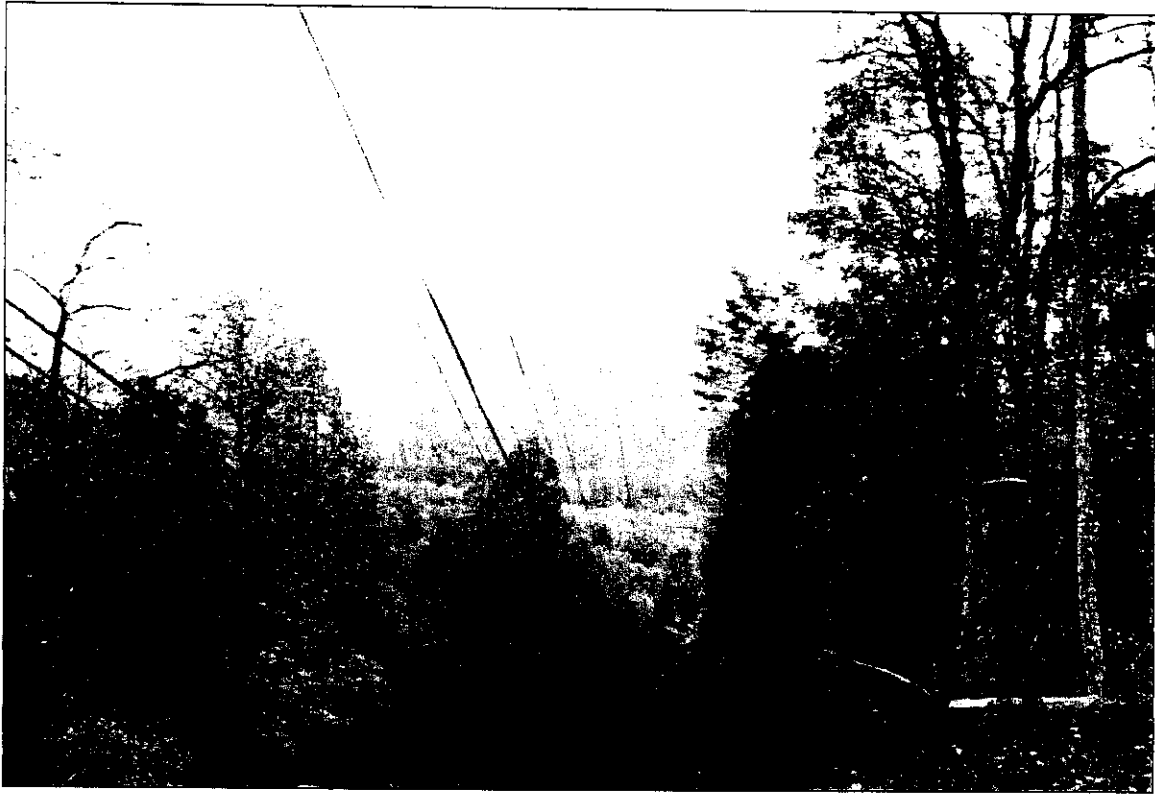


Figure 71. Property view (012° orientation) (Waypoint 21).



Figure 72. Property view (070° orientation) (Waypoint 21).



Figure 73. Property view (000° orientation) (Waypoint 22).



Figure 74. Property view (305° orientation) (Waypoint 22).



Figure 75. Property view (197° orientation) (Waypoint 22).



Figure 76. Property line (255° orientation) (Waypoint 23).

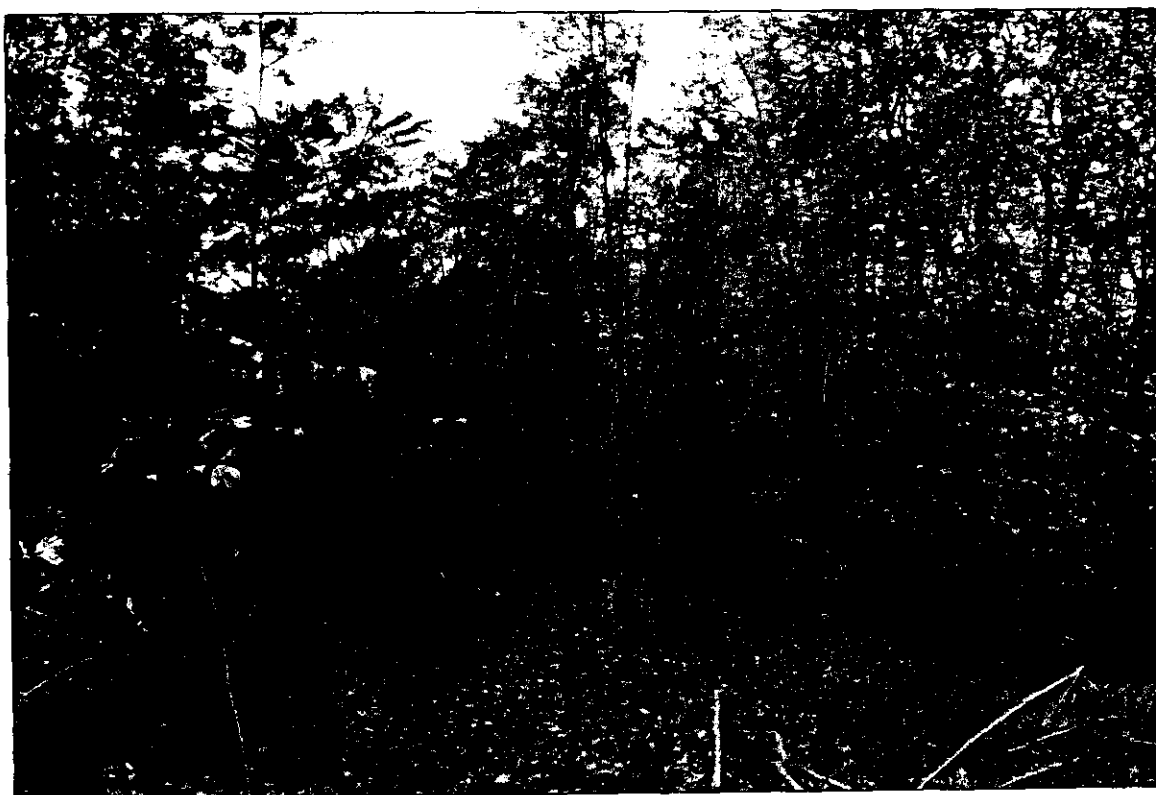


Figure 77. Internal view (235° orientation) (Waypoint 24).

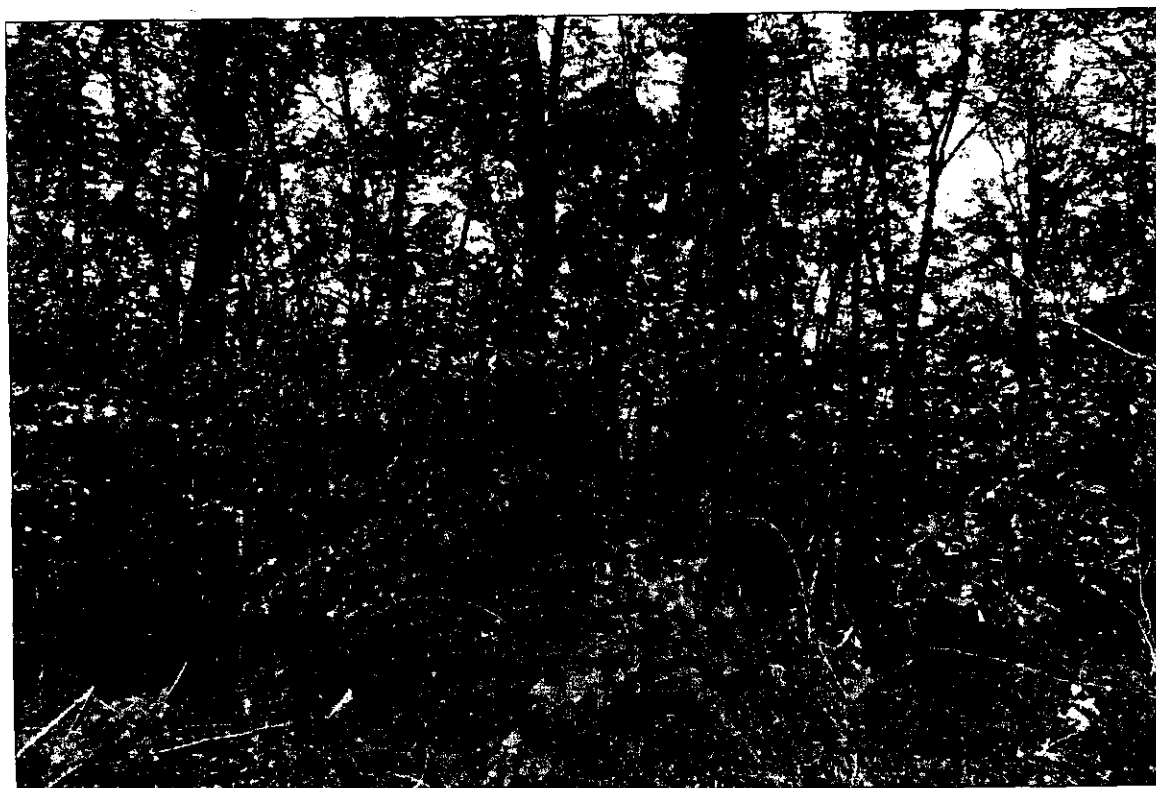


Figure 78. Internal view (320° orientation) (Waypoint 24).



Figure 79. View of property (340° orientation) (Waypoint 25).

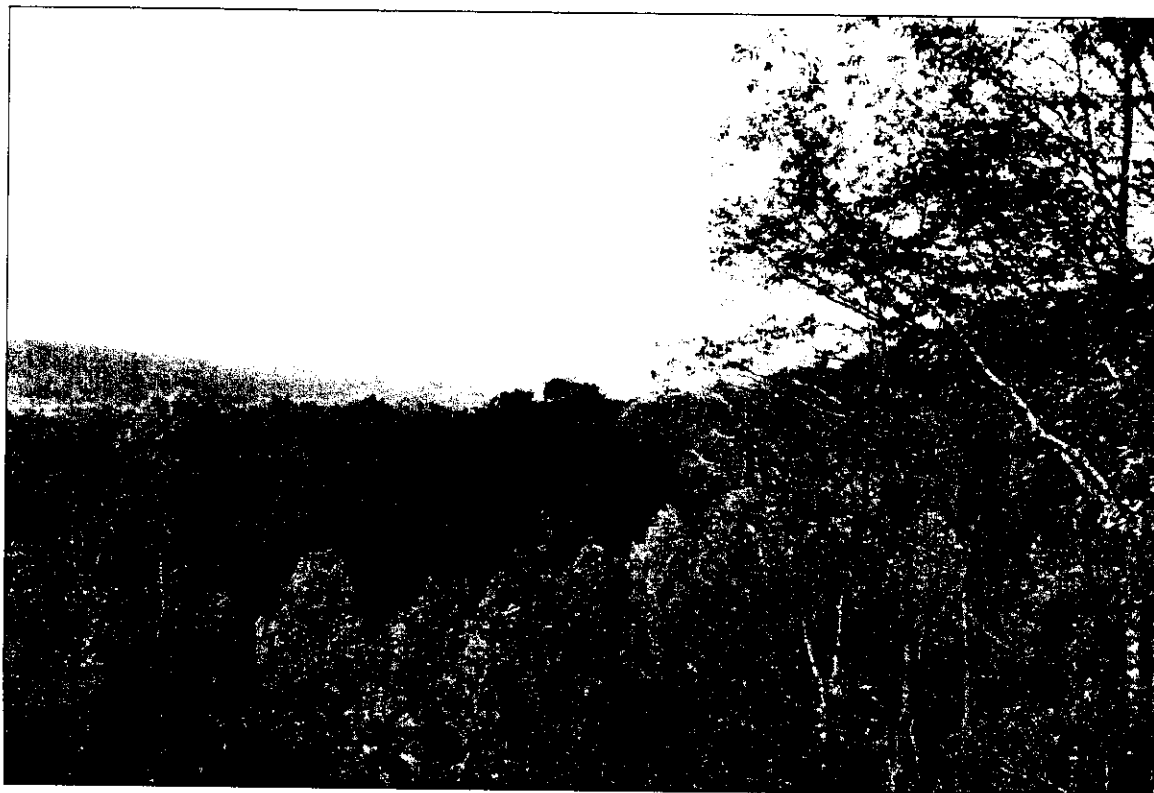


Figure 80. View of property (280° orientation) (Waypoint 25).



Figure 81. View of property (220° orientation) (Waypoint 25).

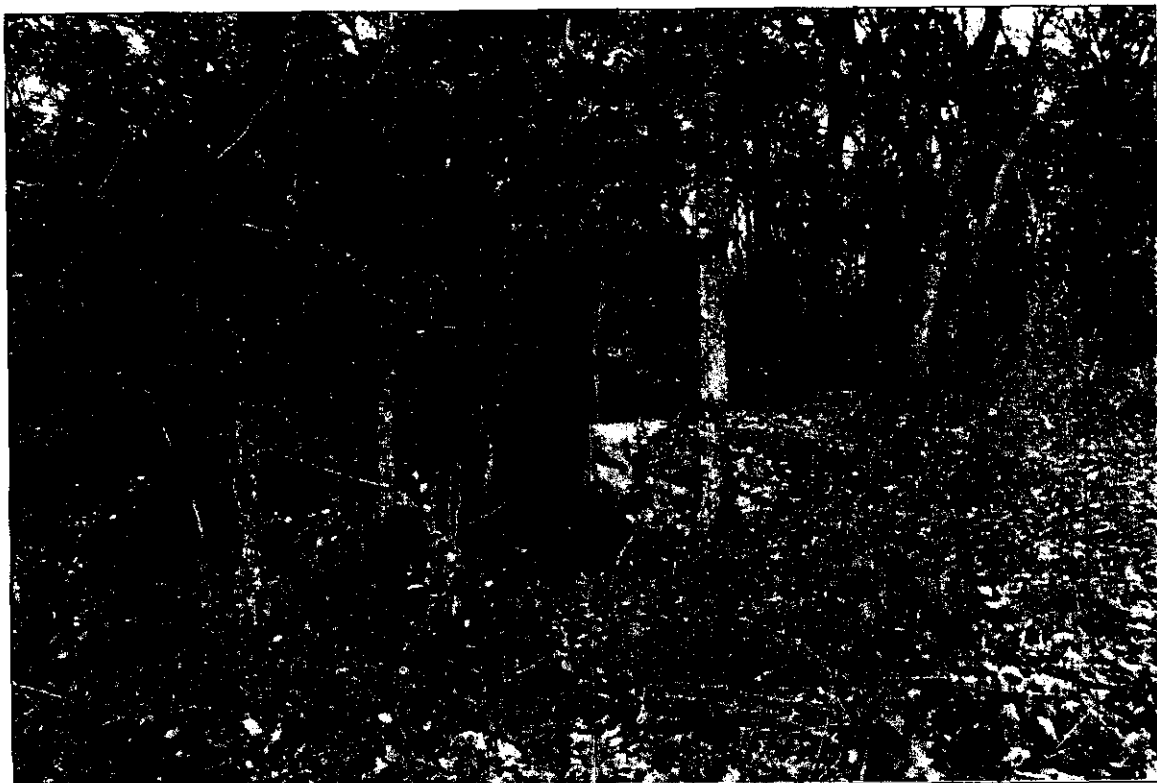


Figure 82. View of property (340° orientation) (Waypoint 26).



Figure 83. View of property (220° orientation) (Waypoint 26).



Figure 84. View of property (160° orientation) (Waypoint 27).

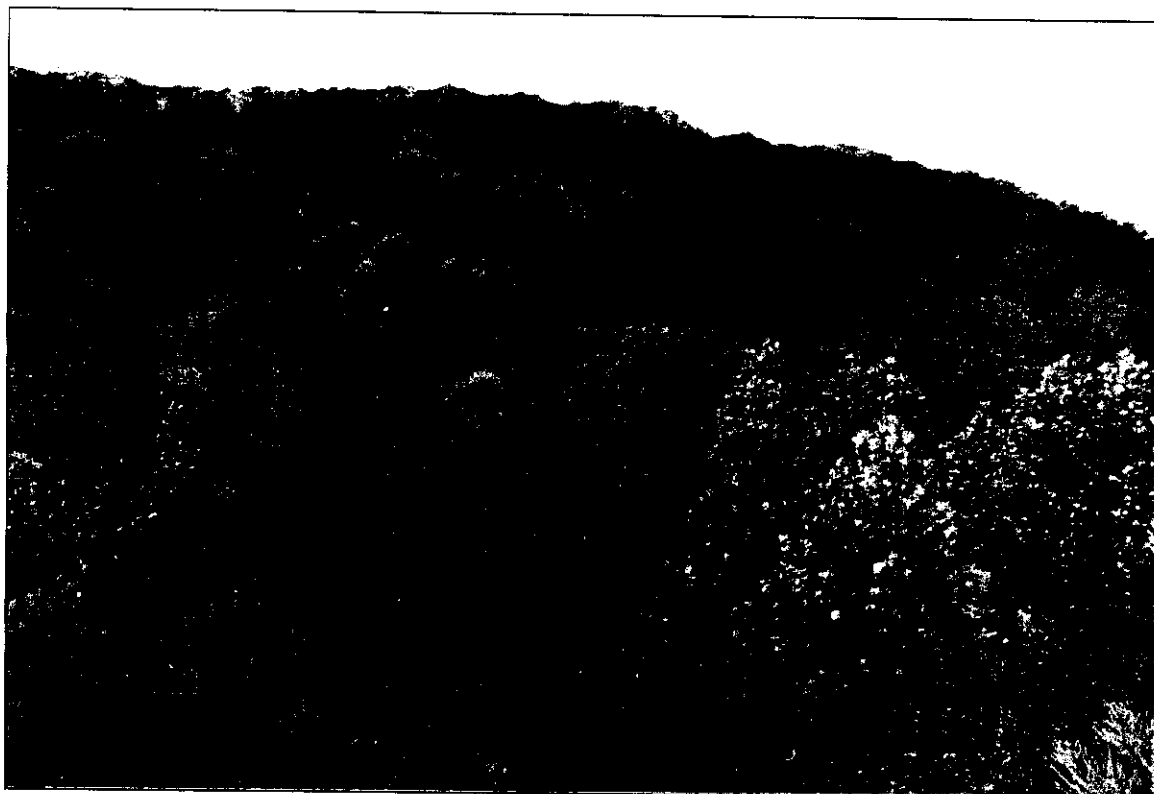


Figure 85. View of property (250° orientation) (Waypoint 27).



Figure 86. View of property (320° orientation) (Waypoint 27).



Figure 87. View of property (080° orientation) (Waypoint 27).



Figure 88. Open area (000° orientation) (Waypoint 27).

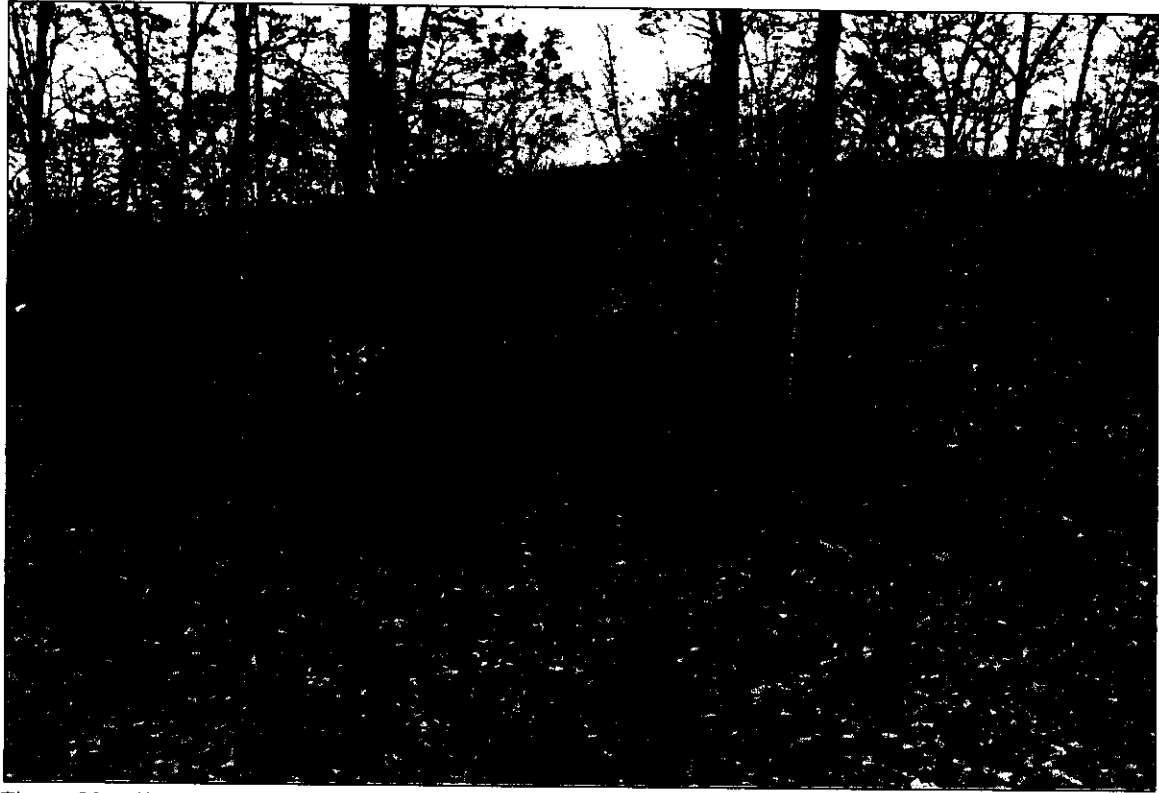


Figure 89. All-terrain vehicle (ATV) trail (220° orientation) (Waypoint 28).



Figure 90. Internal view (140° orientation) (Waypoint 28).



Figure 91. ATV trail (037° orientation) (Waypoint 28).



Figure 92. Trash (140° orientation) (Waypoint 29).

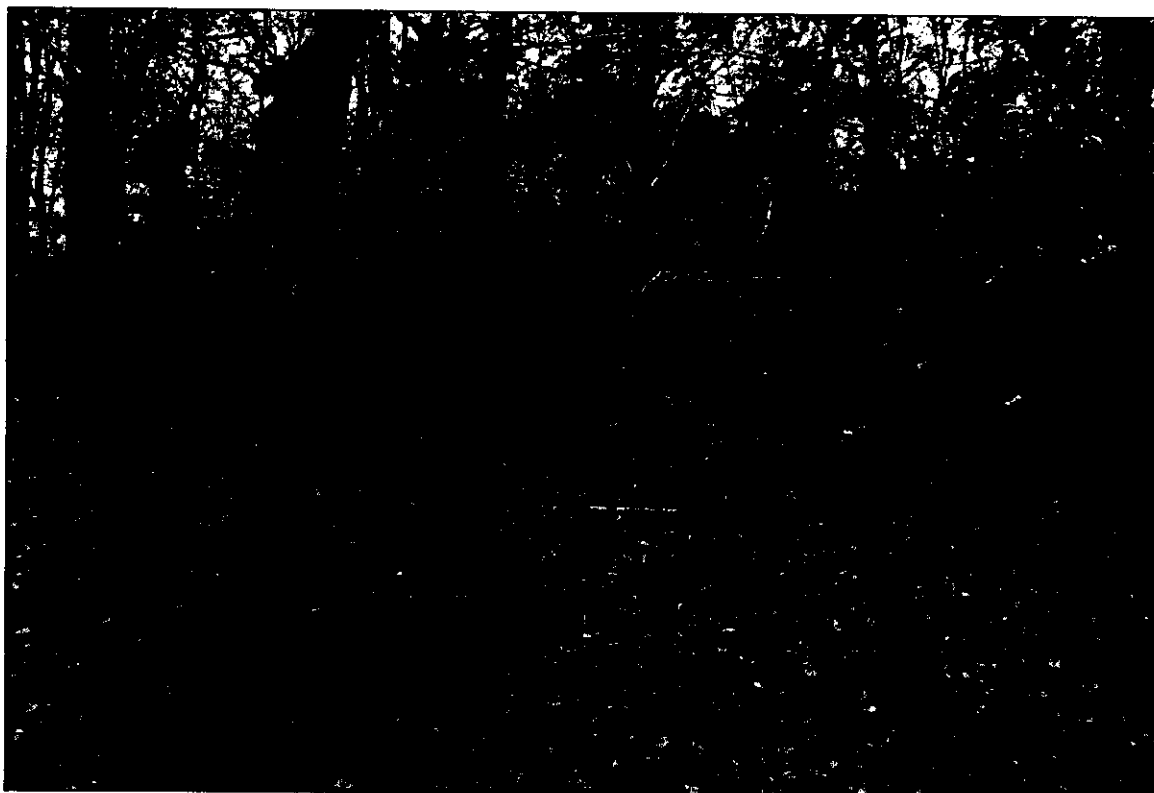


Figure 93. Trash (310° orientation) (Waypoint 30).

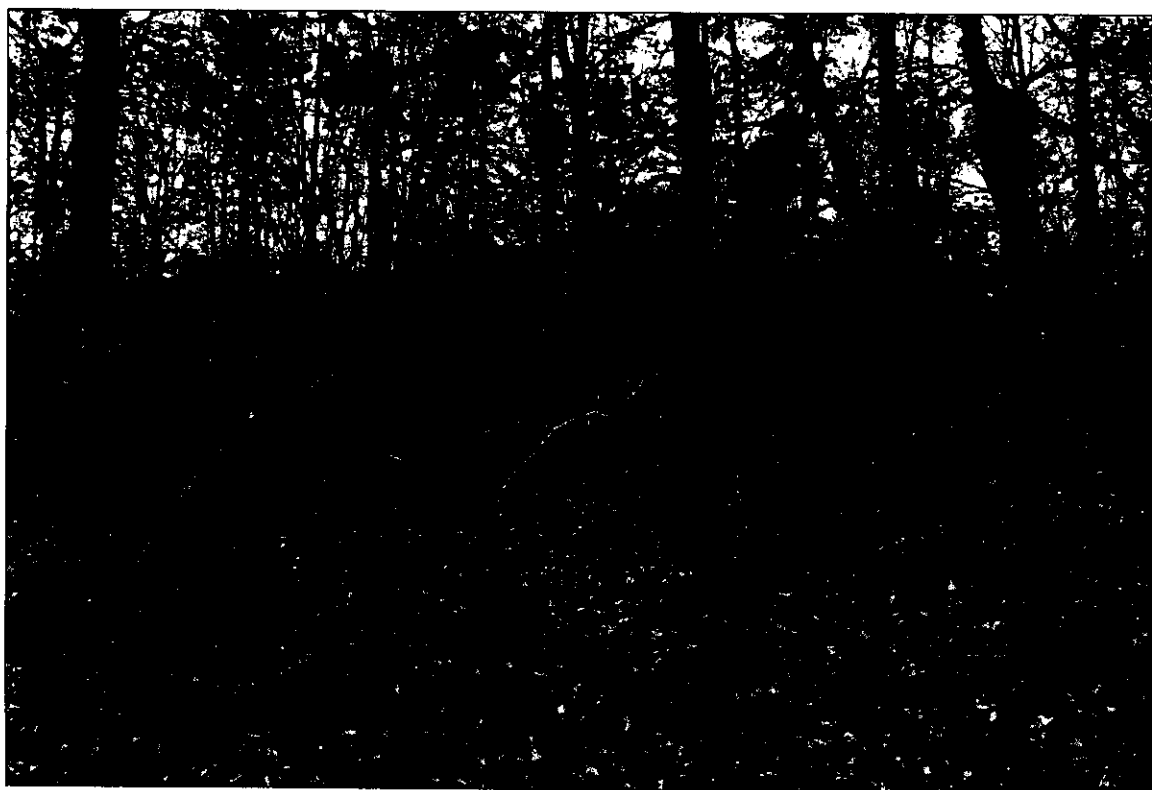


Figure 94. Trash (220° orientation) (Waypoint 30).

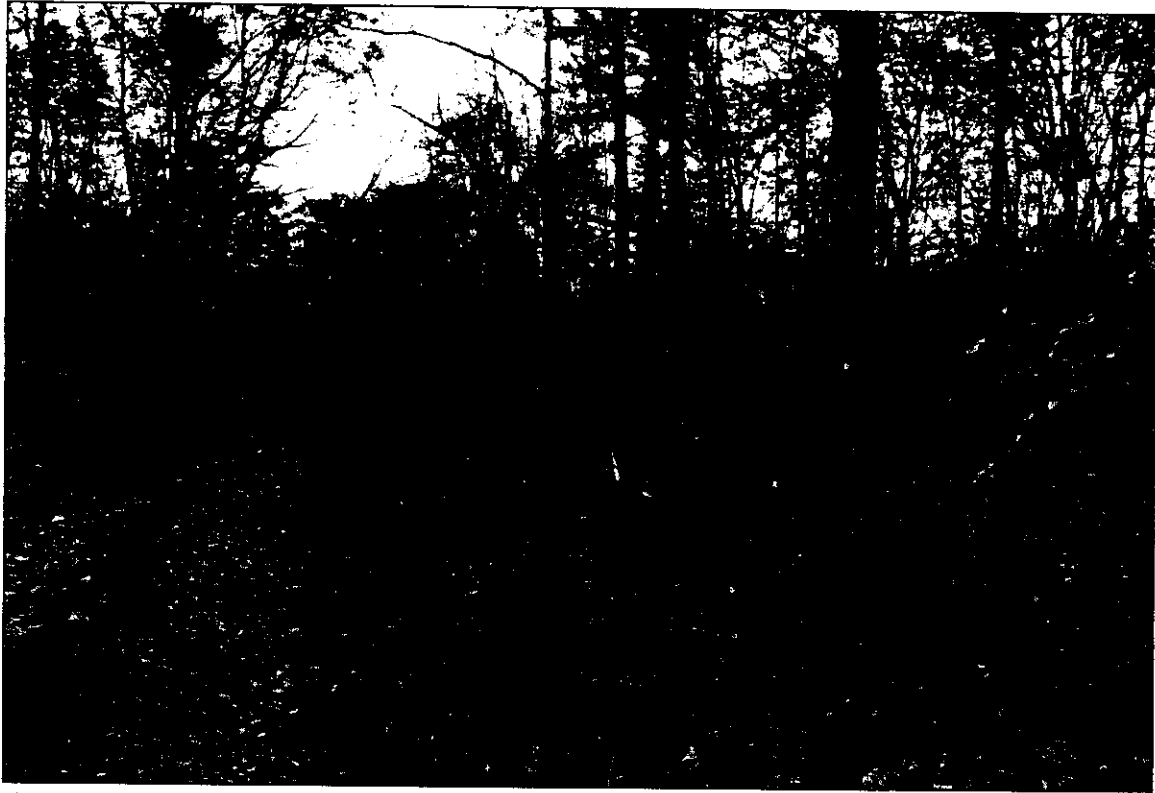


Figure 95. Access road/trash (170° orientation) (Waypoint 30).



Figure 96. Property view (127° orientation) (Waypoint 31).

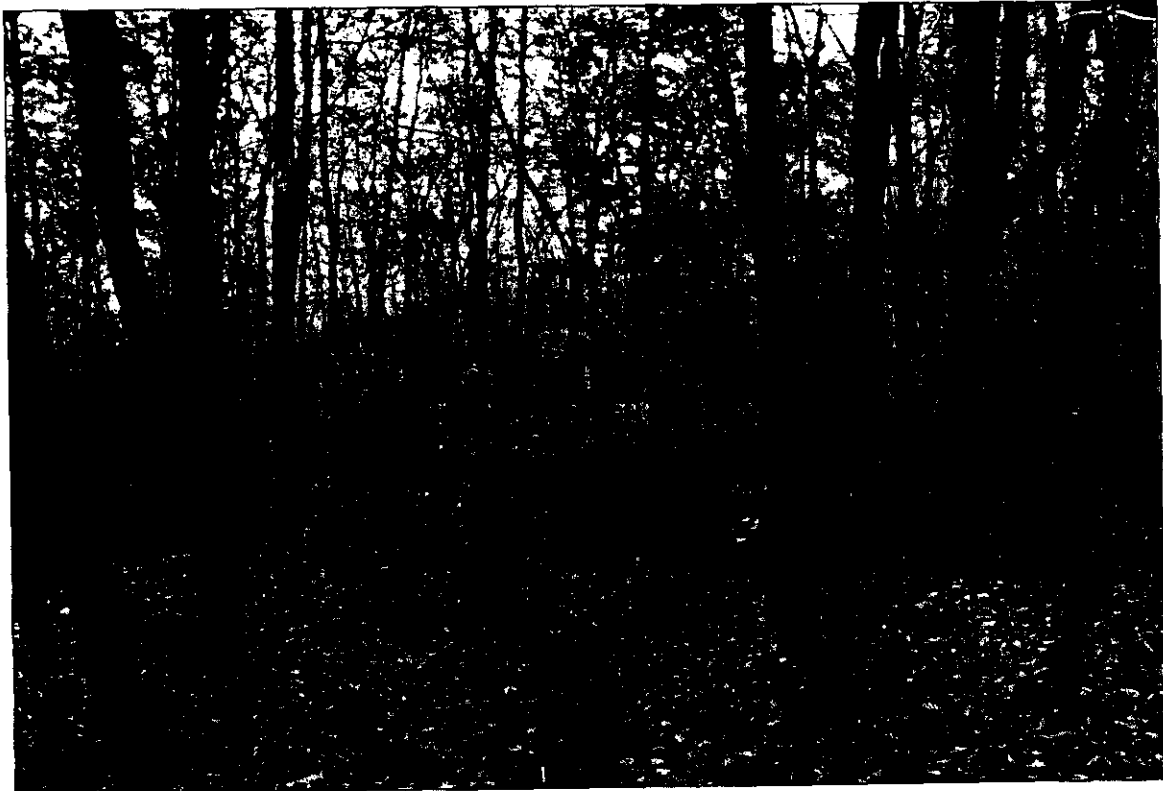


Figure 97. Property view (230° orientation) (Waypoint 31).

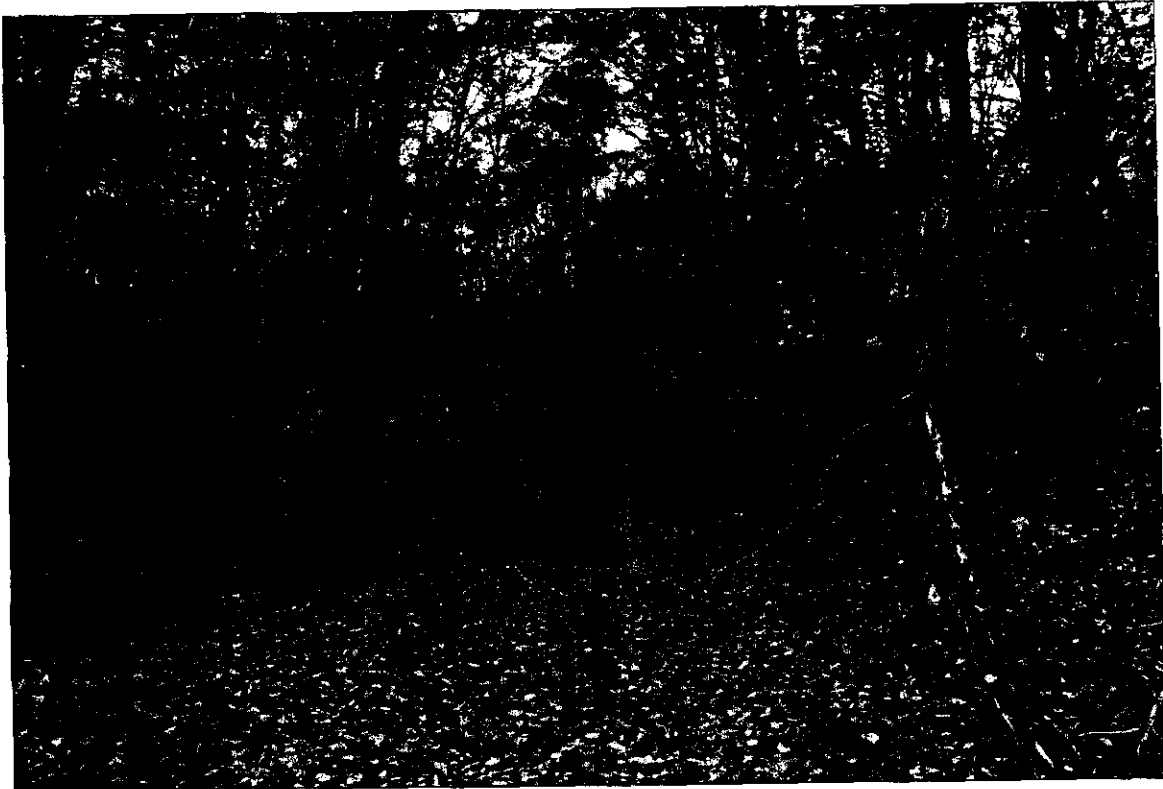


Figure 98. Property view (310° orientation) (Waypoint 31).



Figure 99. Property view (045° orientation) (Waypoint 31).



Figure 100. Property line (130° orientation) (Waypoint 32).



Figure 101. Property line (300° orientation) (Waypoint 32).

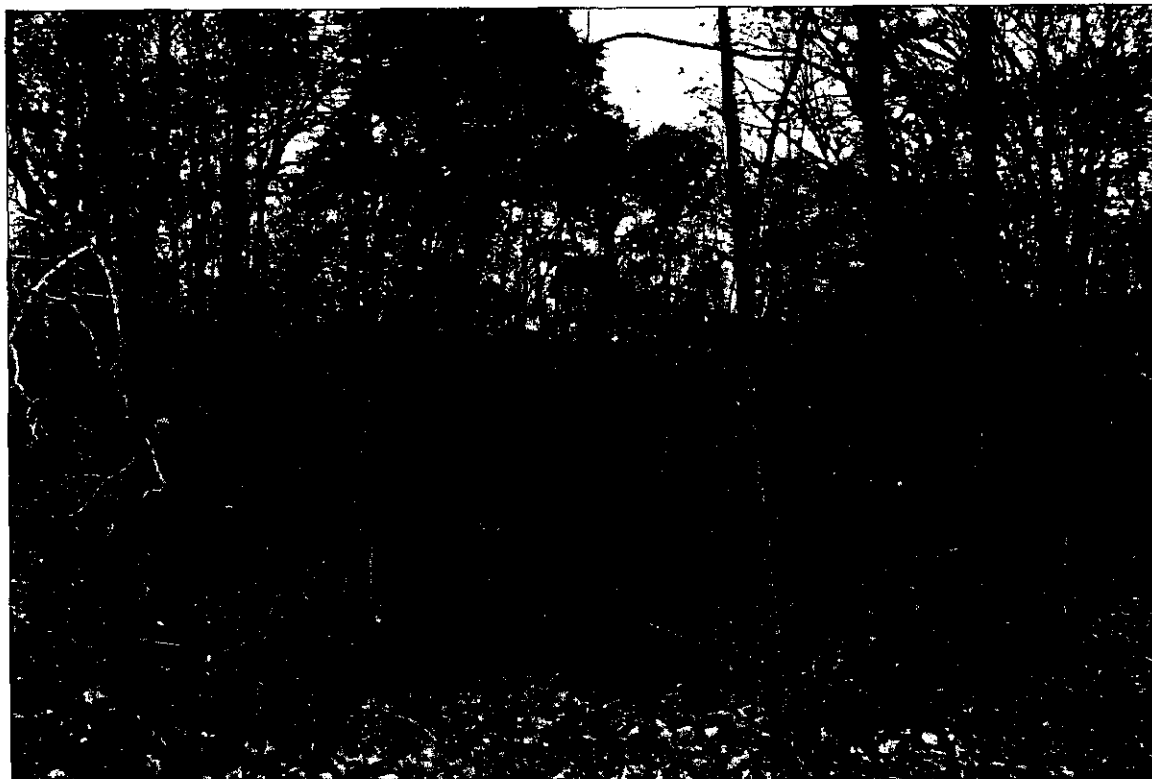


Figure 102. Property view (000° orientation) (Waypoint 33).

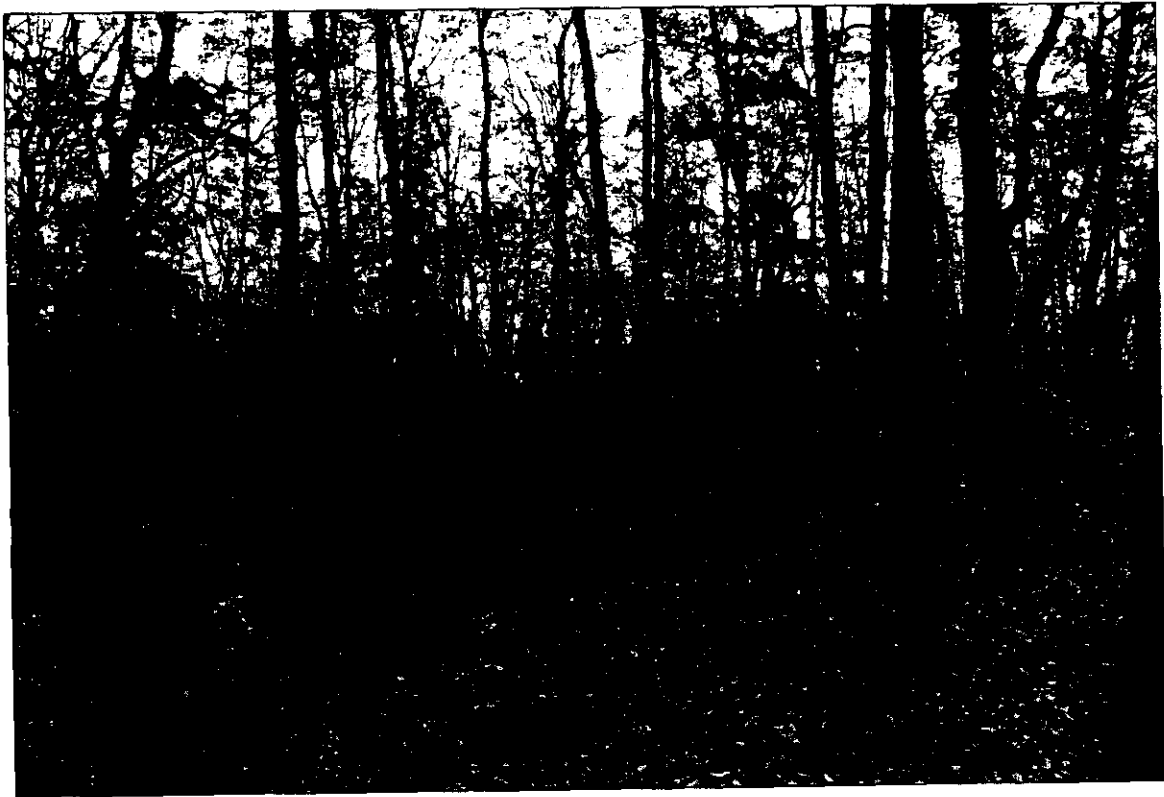


Figure 103. Property view (100° orientation) (Waypoint 33).

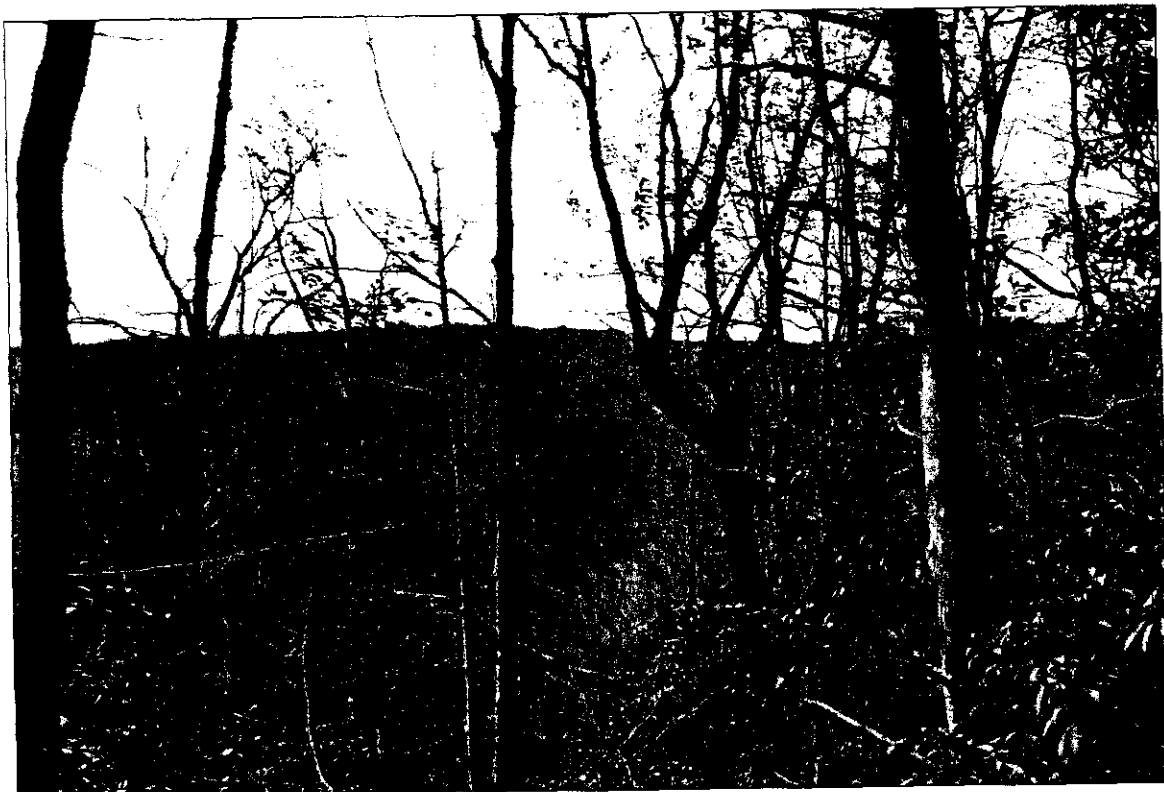


Figure 104. Property view (240° orientation) (Waypoint 34).



Figure 105. Property view (160° orientation) (Waypoint 34).

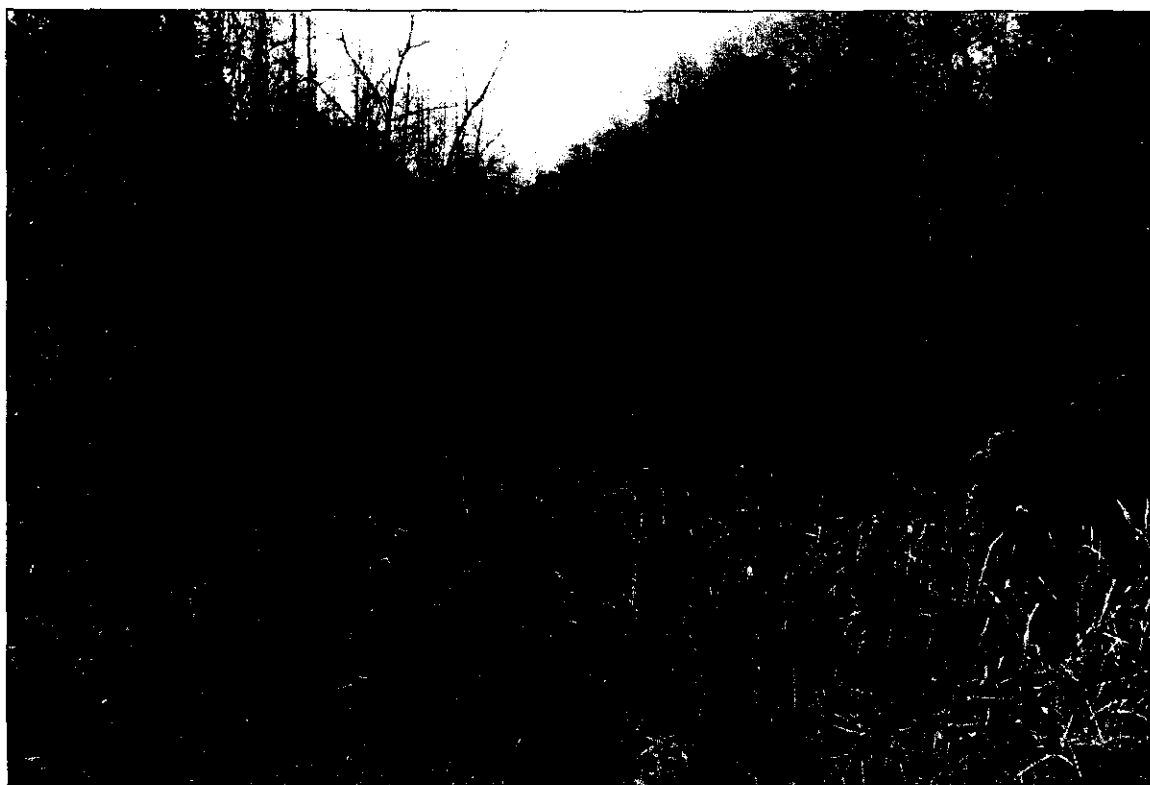


Figure 106. Pond (250° orientation) (Waypoint 35).

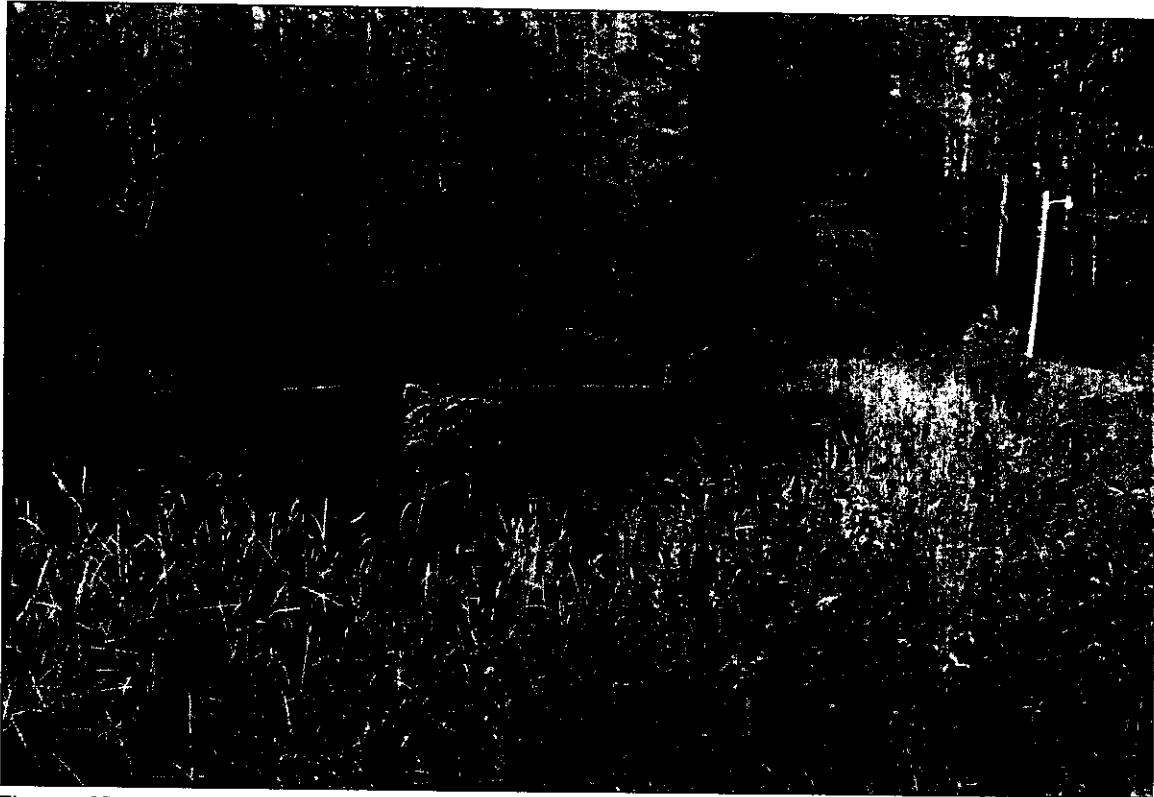


Figure 107. Pond (320° orientation) (Waypoint 35).

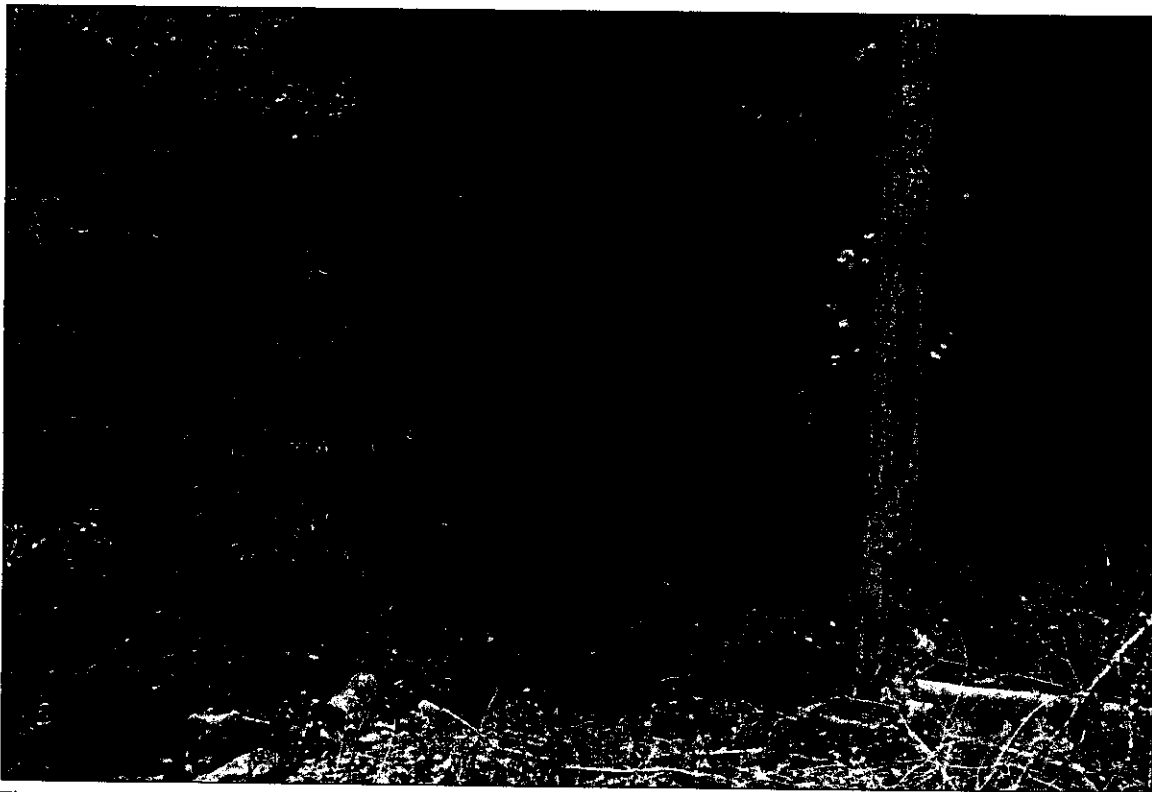


Figure 108. Property view (210° orientation) (Waypoint 36).



Figure 109. Property line (300° orientation) (Waypoint 36).

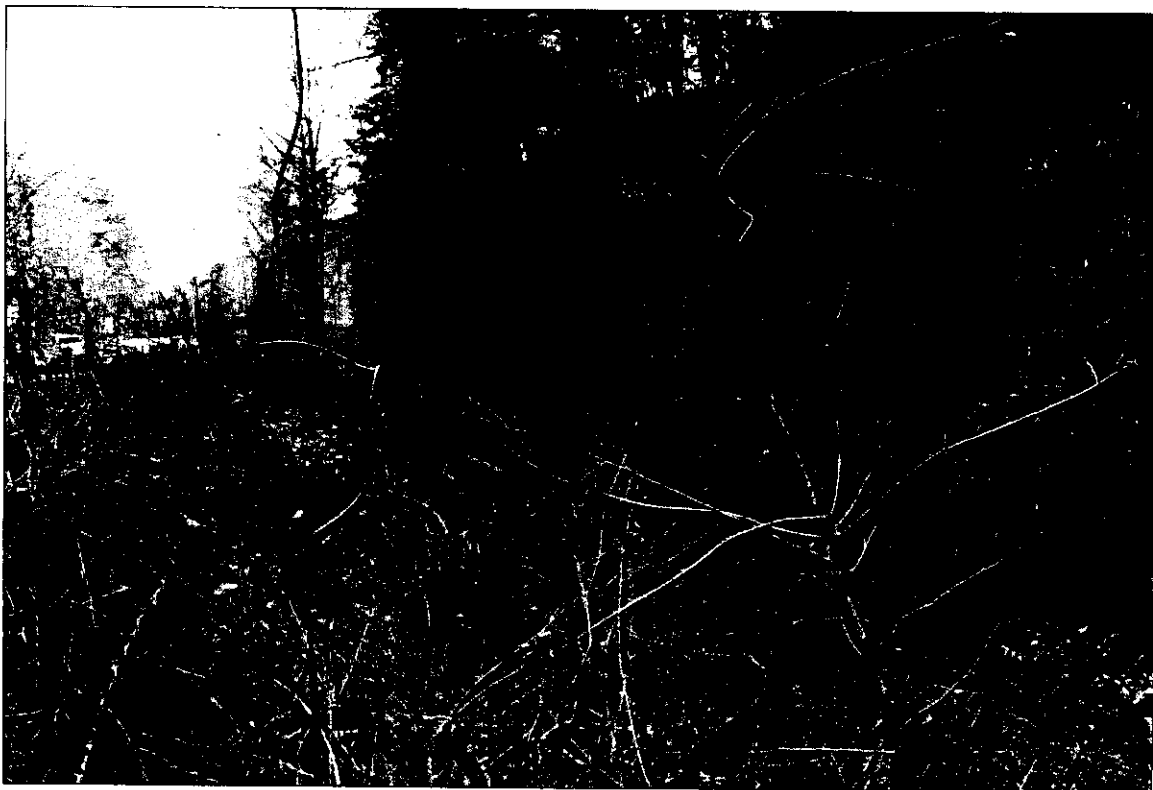


Figure 110. Property line (110° orientation) (Waypoint 36).

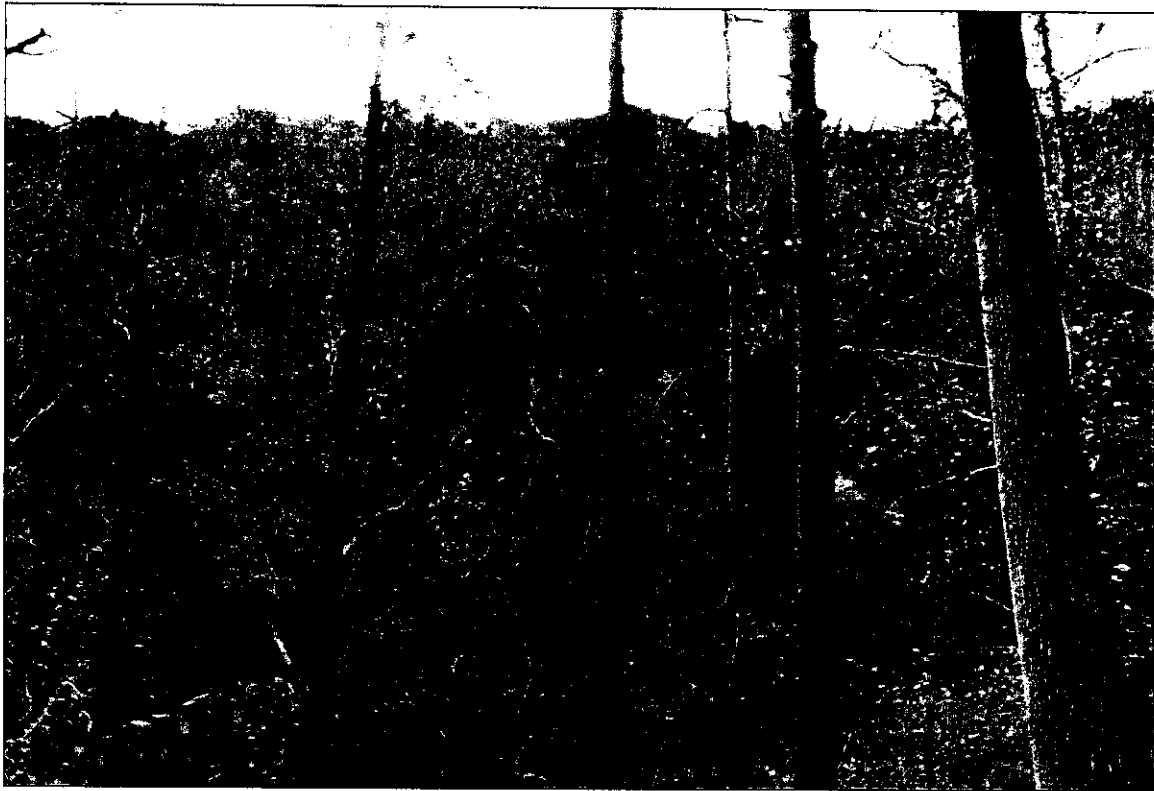


Figure 111. Property view (210° orientation) (Waypoint 37).



Figure 112. Property view (190° orientation) (Waypoint 38).



Figure 113. Property view (080° orientation) (Waypoint 38).



Figure 114. Property view (000° orientation) (Waypoint 39).

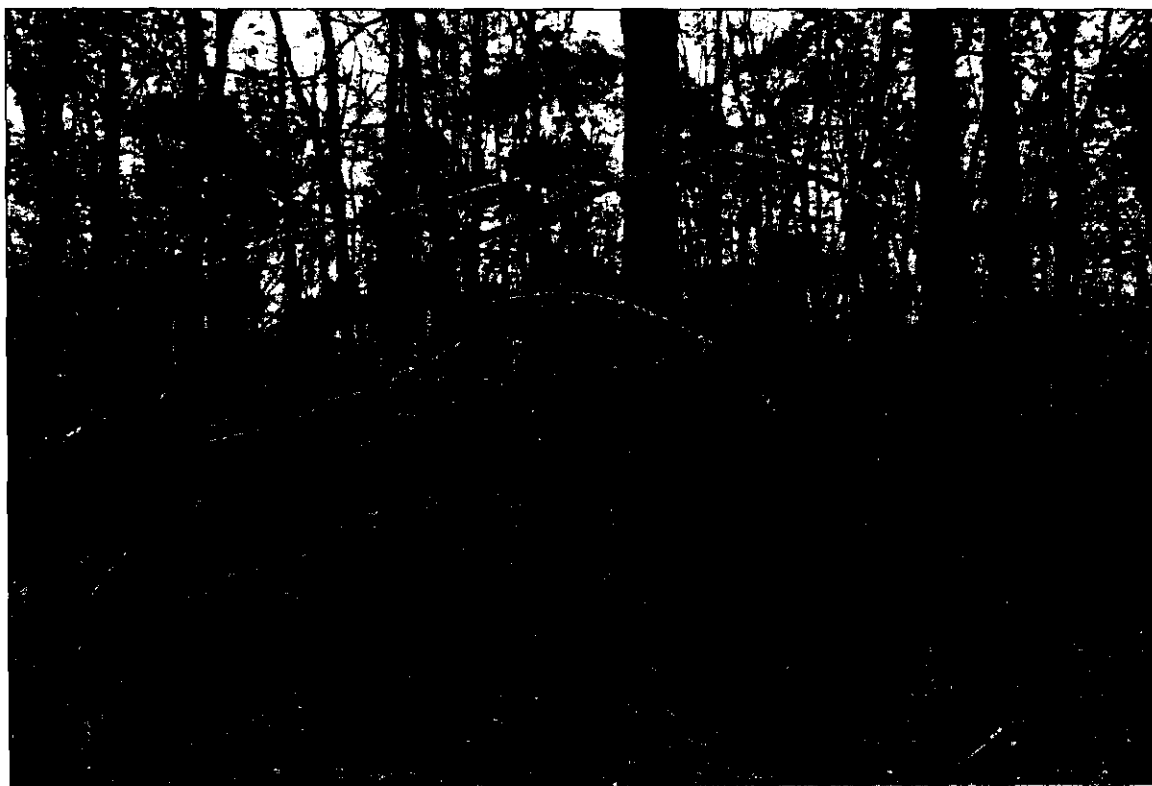


Figure 115. Property view (000° orientation) (Waypoint 40).

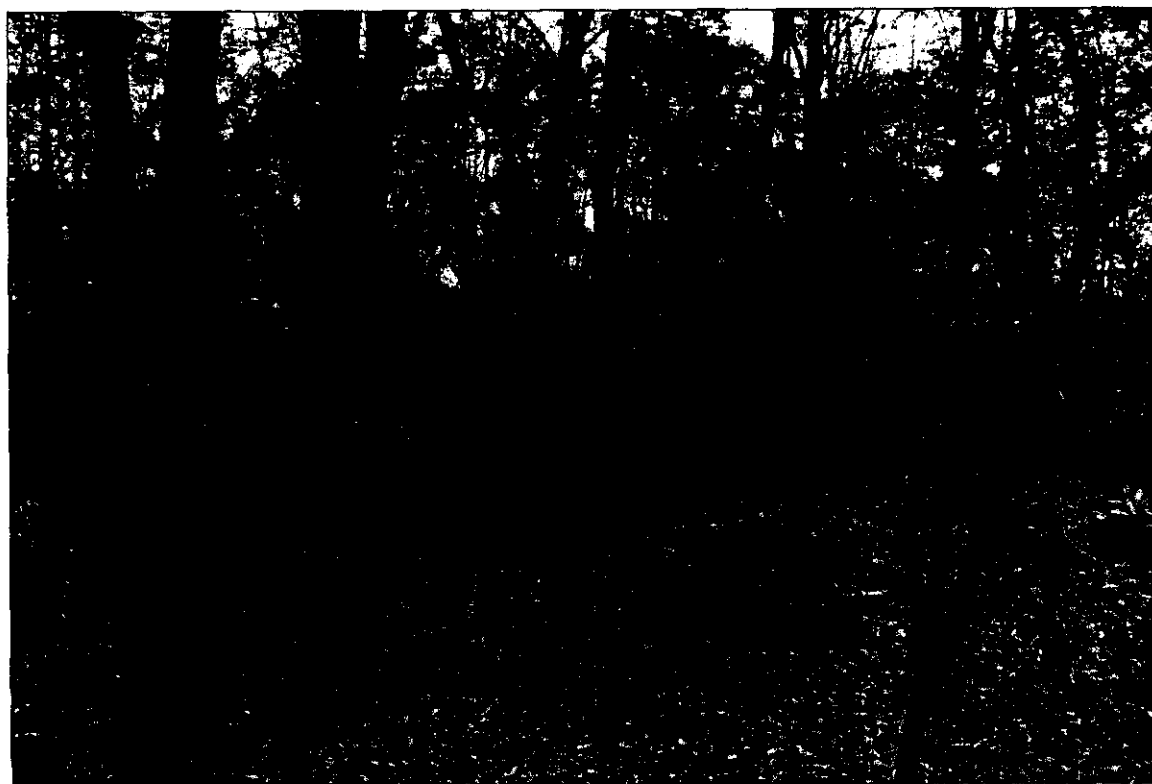


Figure 116. Property view (120° orientation) (Waypoint 40).



Figure 117. Property view (300° orientation) (Waypoint 41).



Figure 118. Property line (217° orientation) (Waypoint 41).



Figure 119. Property line (045° orientation) (Waypoint 41).

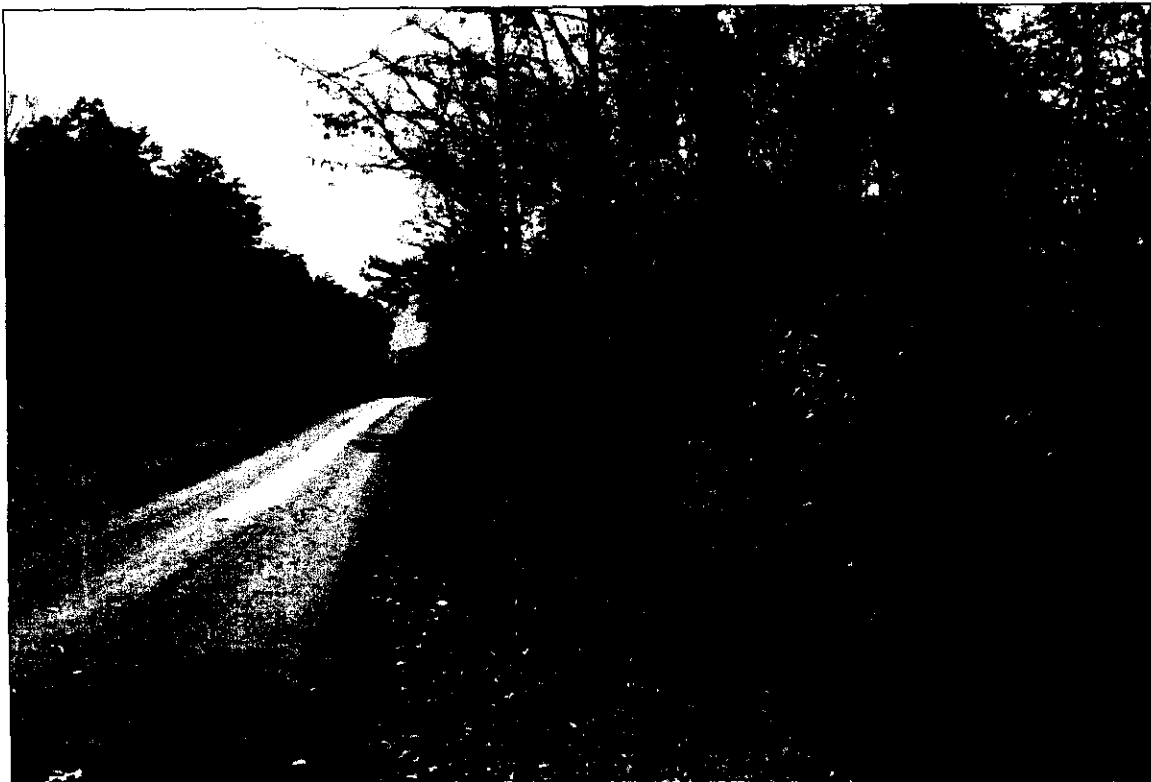


Figure 120. Property line (215° orientation) (Waypoint 42).



Figure 121. Property line (035° orientation) (Waypoint 42).

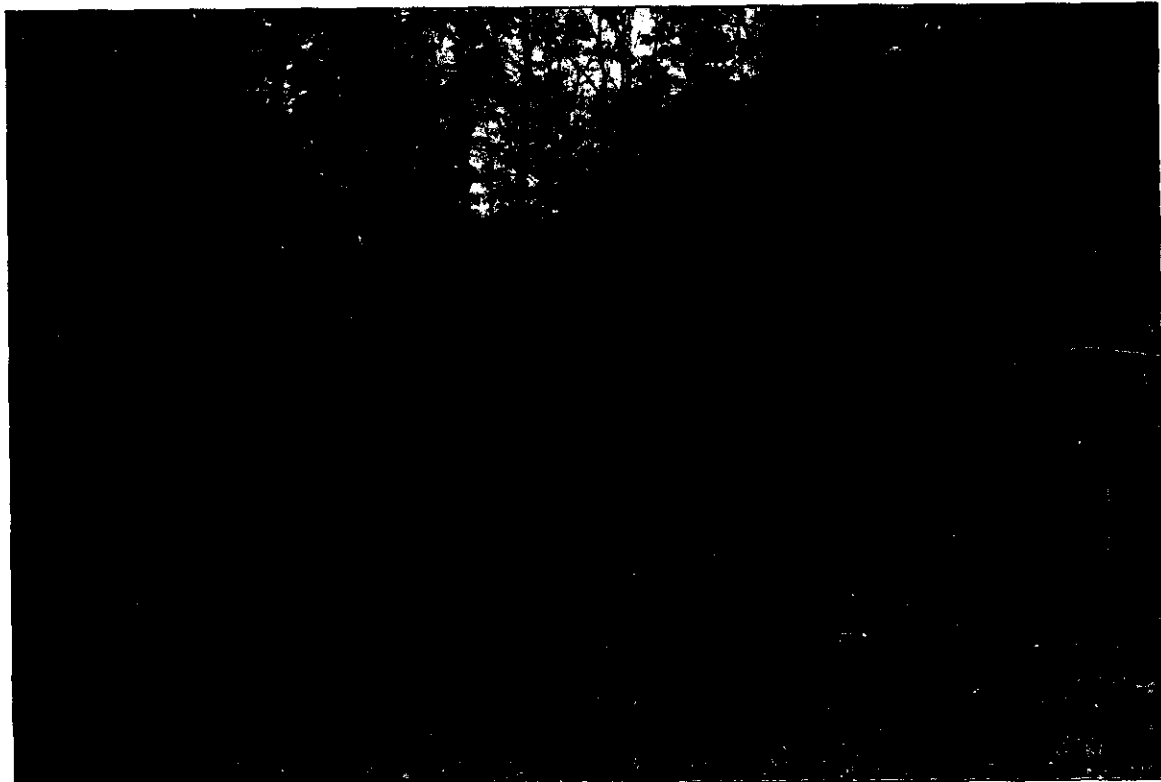


Figure 122. Property access road (320° orientation) (Waypoint 42).

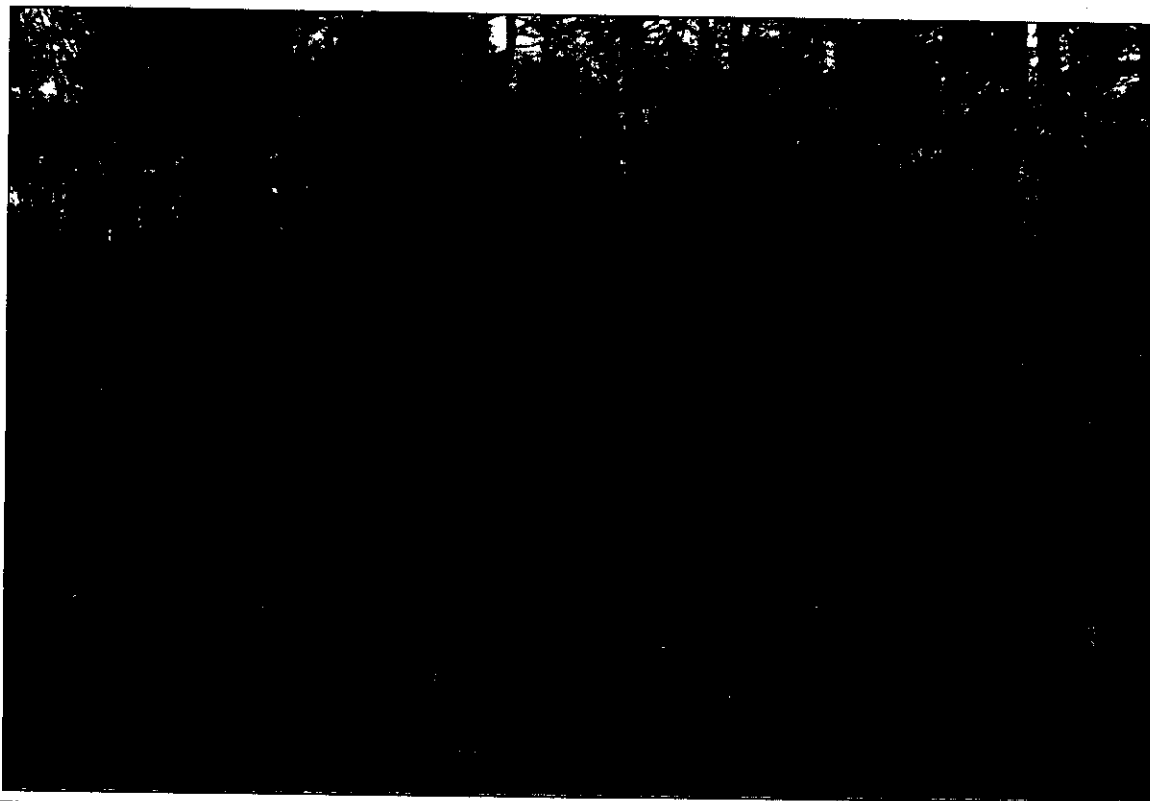


Figure 123. ATV trail (080° orientation) (Waypoint 43).

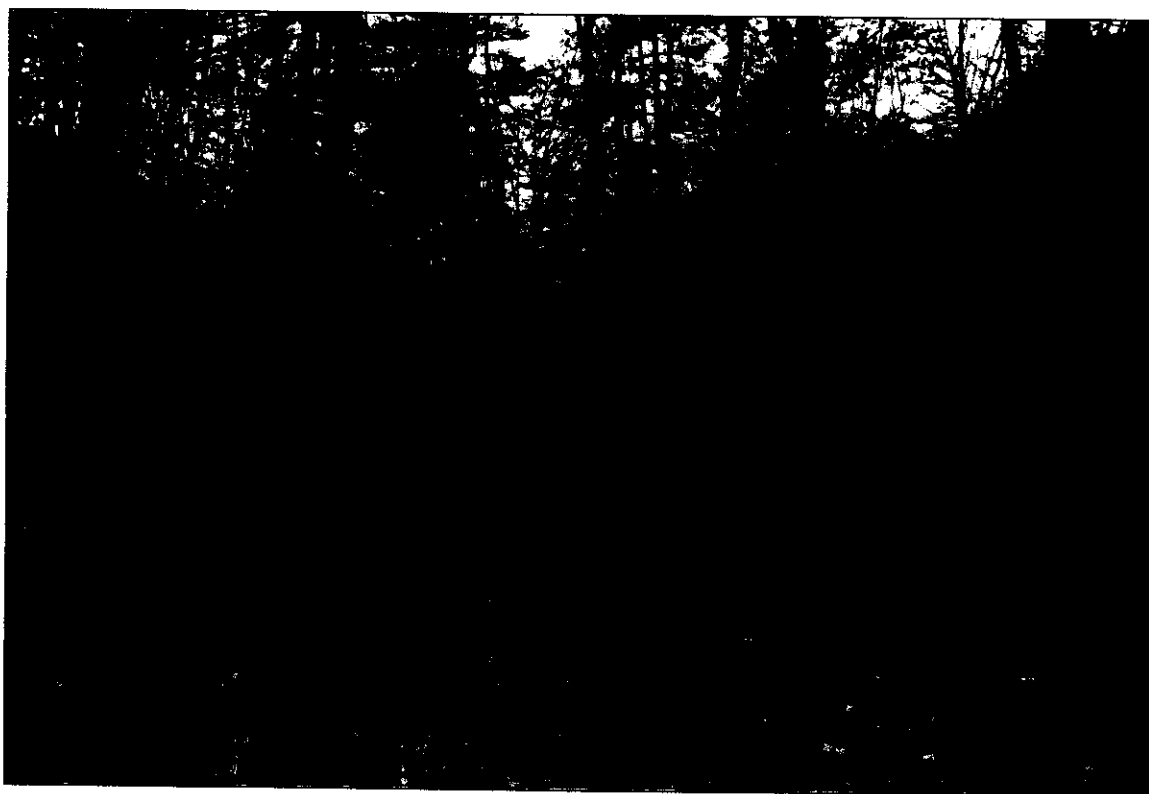


Figure 124. ATV trail (240° orientation) (Waypoint 43).

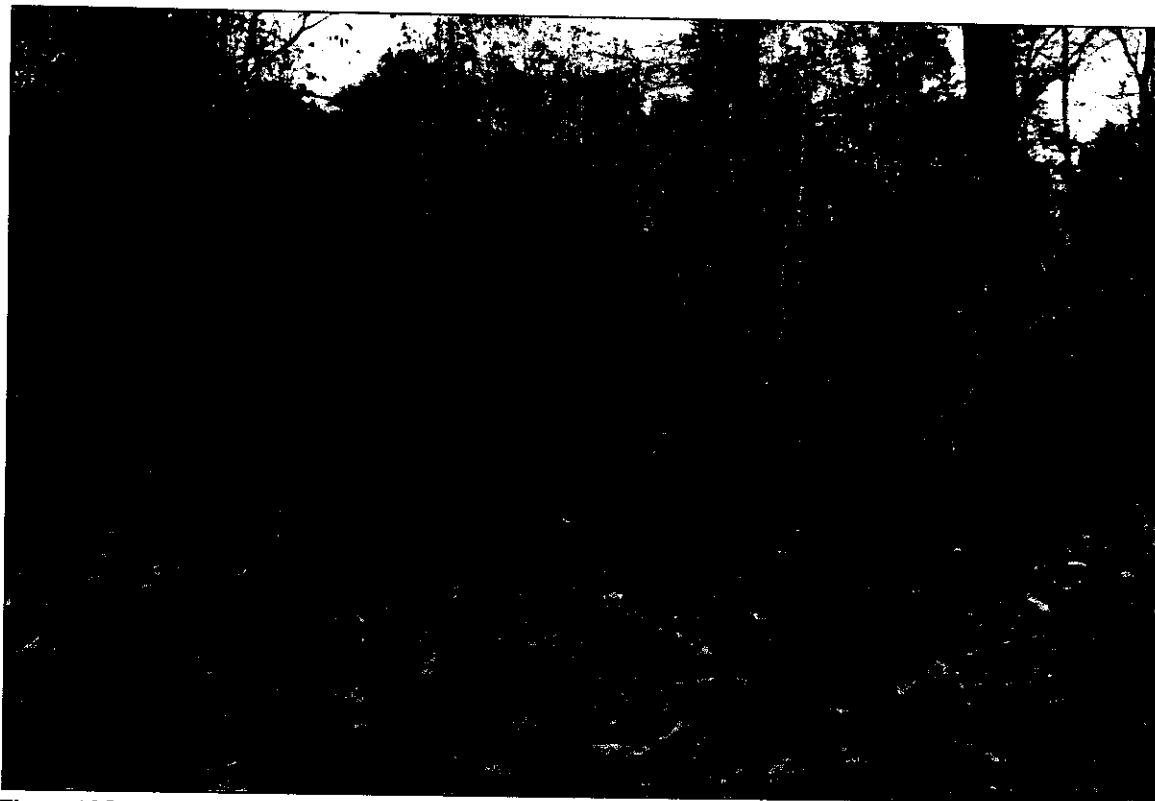


Figure 125. ATV trail (000° orientation) (Waypoint 43).

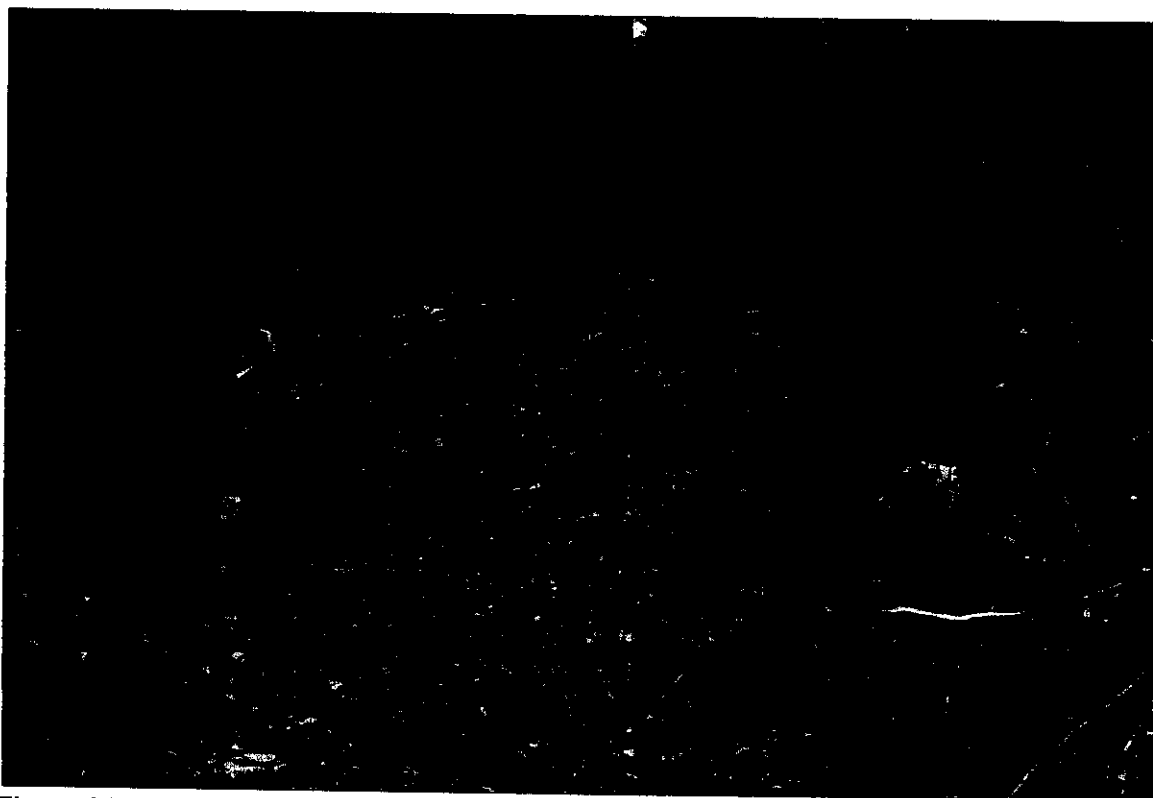


Figure 126. Creek crossing (020° orientation) (Waypoint 44).

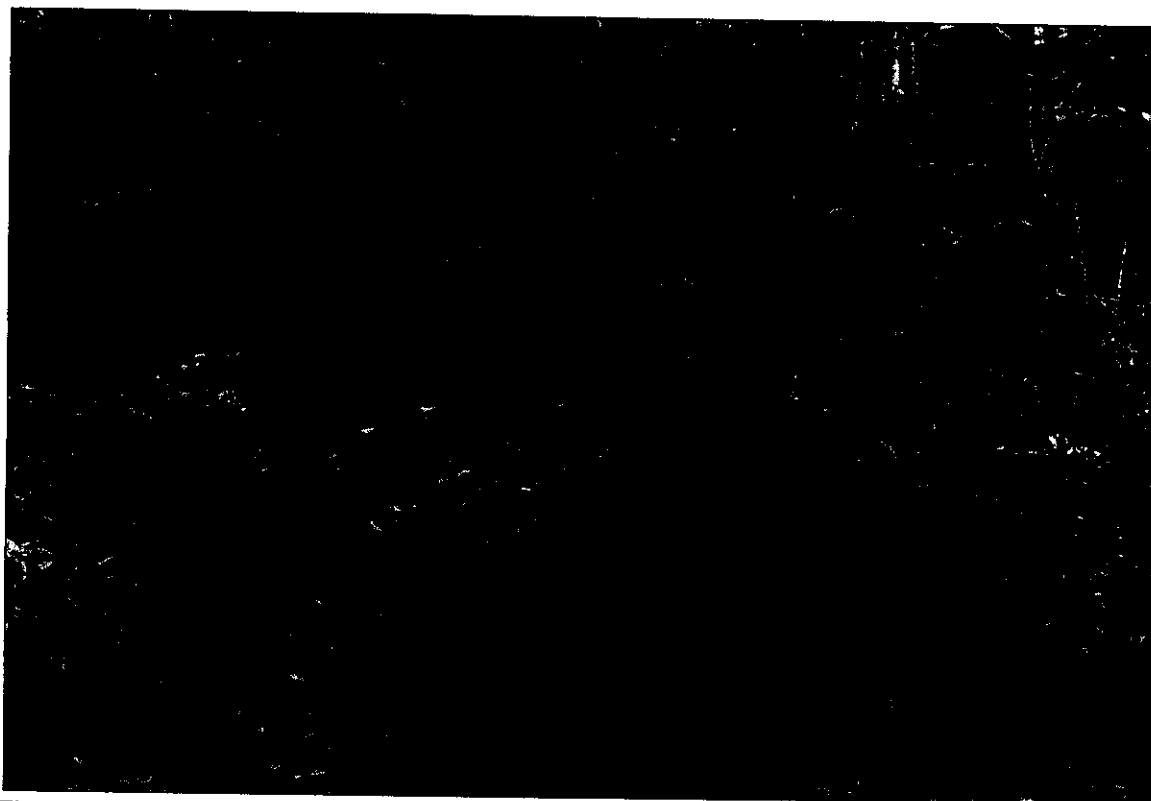


Figure 127. Little Sandy Branch Creek (110° orientation) (Waypoint 44).

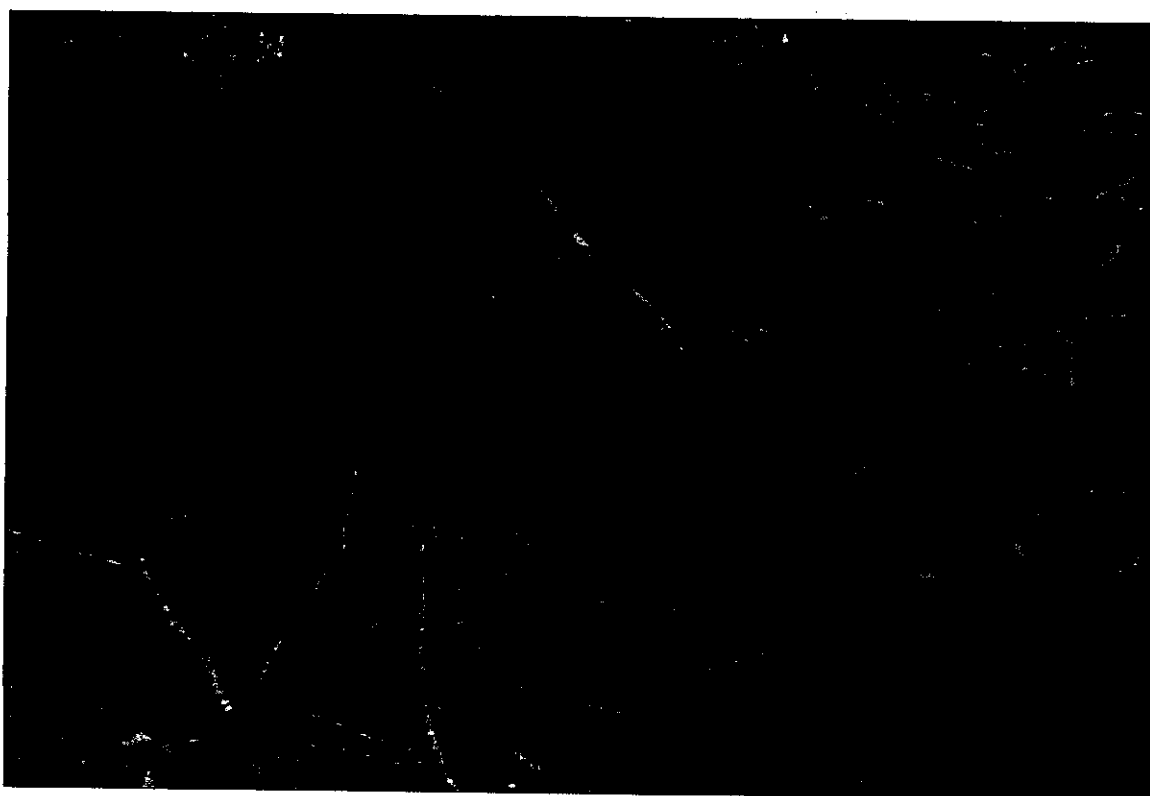


Figure 128. Little Sandy Branch Creek (270° orientation) (Waypoint 44).



Figure 129. Internal view (100° orientation) (Waypoint 45).

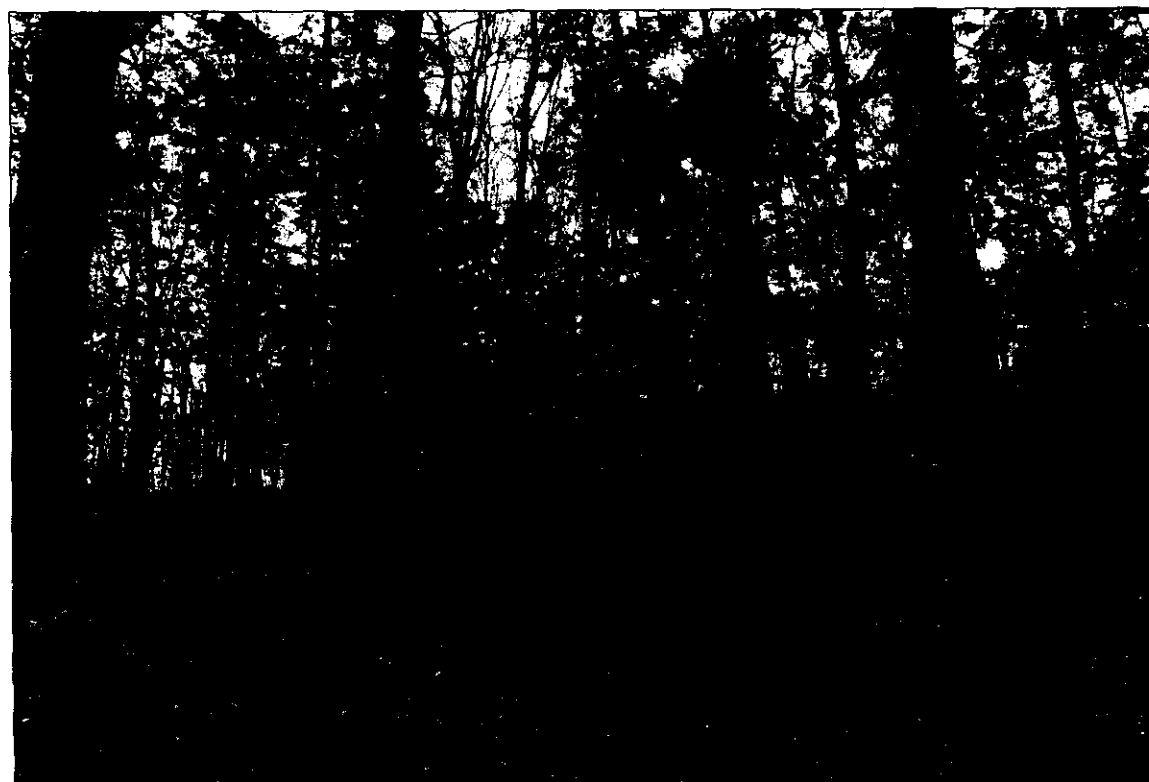


Figure 130. Internal view (330° orientation) (Waypoint 45).



Figure 131. Off property access (000° orientation) (Waypoint 46).



Figure 132. Property line (070° orientation) (Waypoint 46).



Figure 133. Property line (280° orientation) (Waypoint 46).



Figure 134. Tree stand (270° orientation) (Waypoint 47).

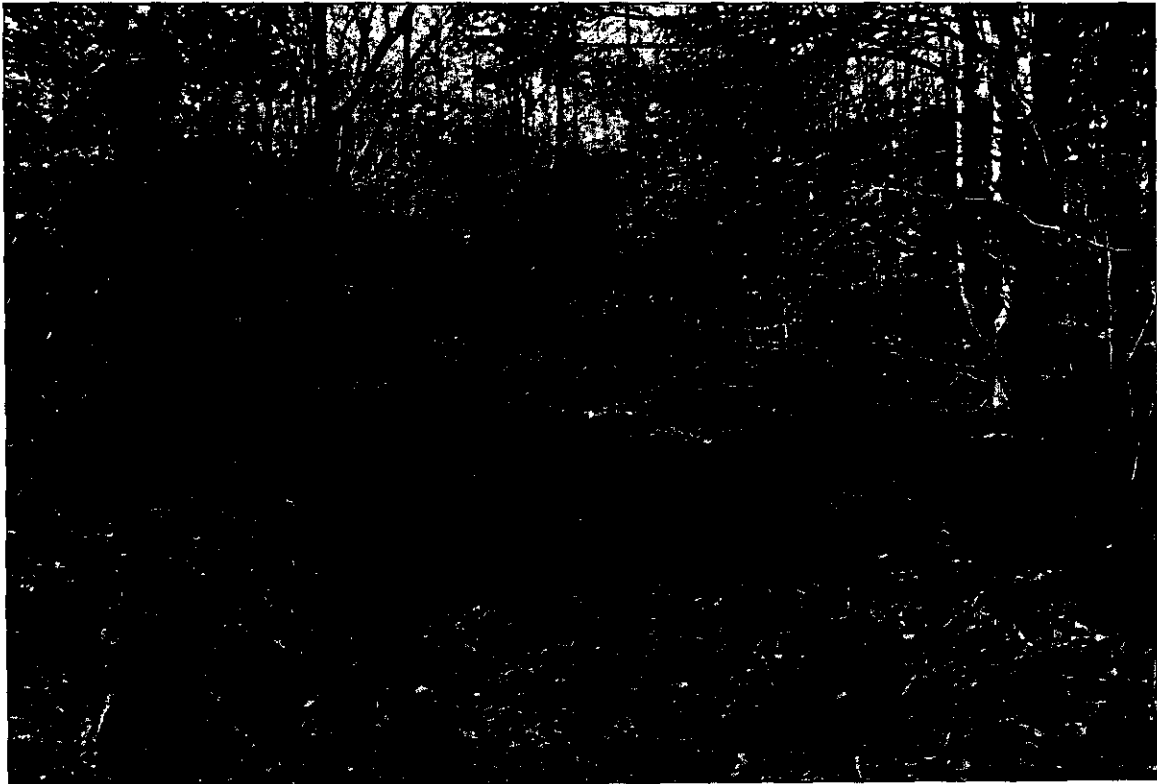


Figure 135. Creek crossing (290° orientation) (Waypoint 48).

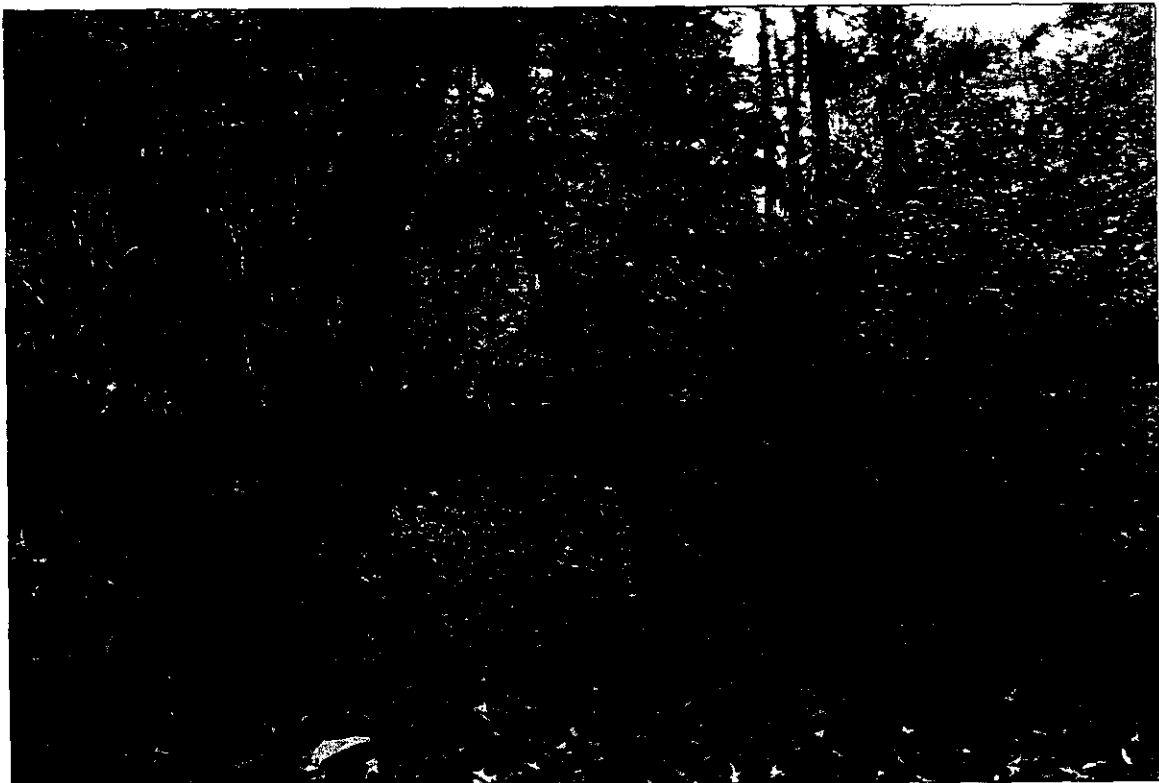


Figure 136. Little Sandy Branch Creek (210° orientation) (Waypoint 48).



Figure 137. Little Sandy Branch Creek (030° orientation) (Waypoint 48).

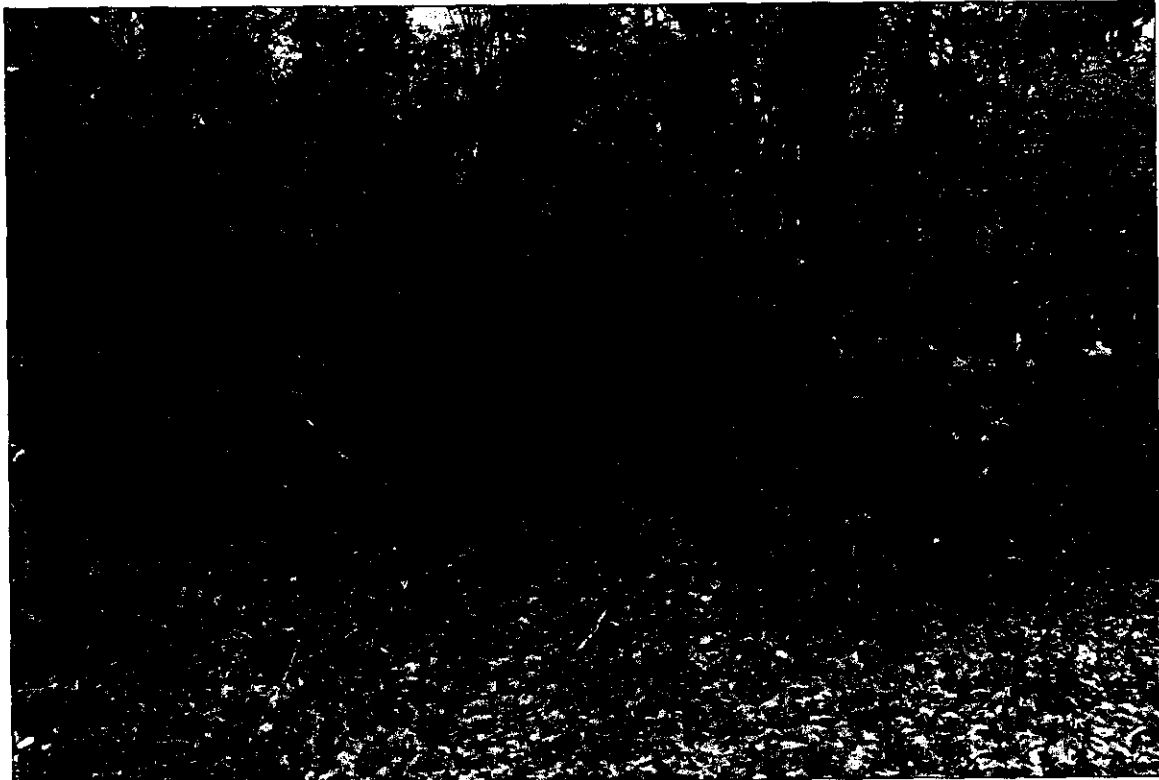


Figure 138. ATV access (350° orientation) (Waypoint 49).



Figure 139. Property line (260° orientation) (Waypoint 49).



Figure 140. Property line (040° orientation) (Waypoint 49).

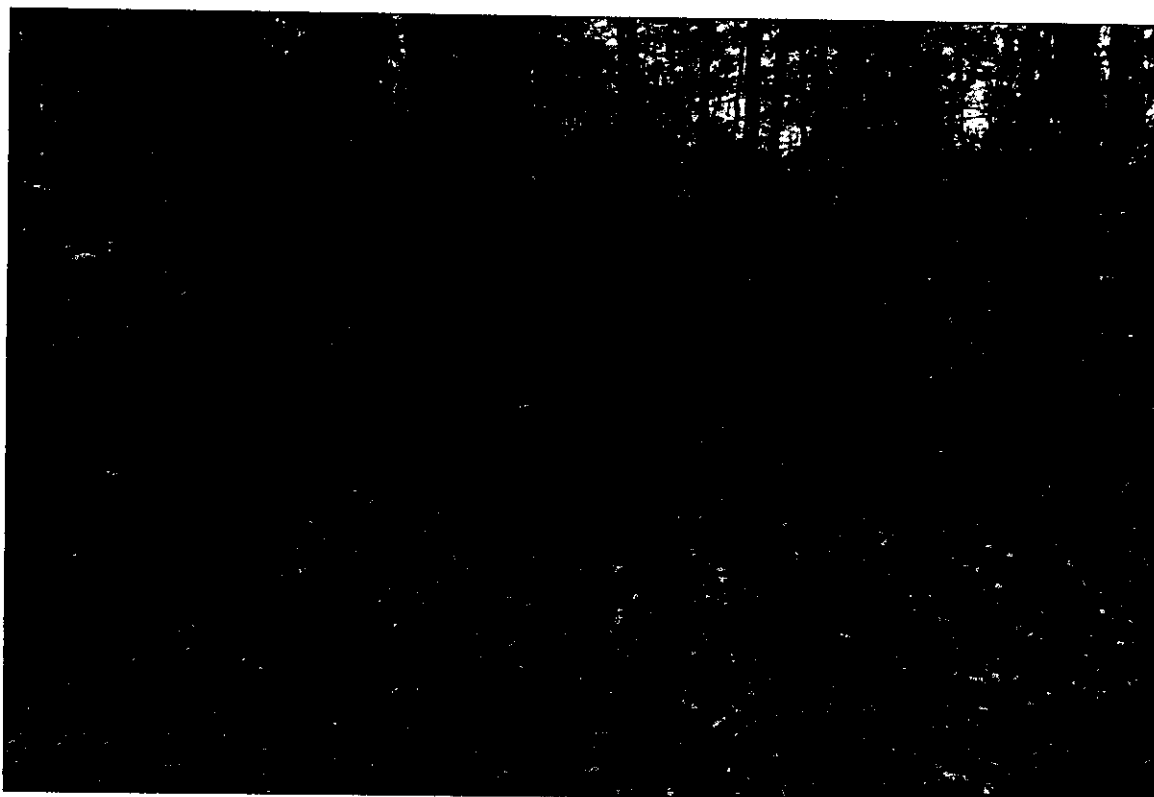


Figure 141. Tree stand (285° orientation) (Waypoint 50).

Map Certificate

Maps included in this baseline documentation report were compiled to meet United States National Map Accuracy Standards (NMAS). This map is not the result of a field survey and may not be used as such. These maps were compiled from information procured from the Tennessee GIS Clearinghouse. Users of these maps are hereby notified that the aforementioned primary information source should be consulted for verification of the information contained in these maps.

The boundaries depicted in this Baseline Document Report (Acceptable Development Areas, Agricultural Areas, Resource Protection Areas, Terra Mountain Holdings, LLC property) are approximate. It is the responsibility of the map user to verify boundaries with the appropriate persons.

The maps in this baseline documentation report are the property of Terra Mountain Holding, LLC and the Atlantic Coast Conservancy, Inc. The use of these maps is granted only on the condition that the map will not be sold, copied or printed for resale without the express written permission of the Atlantic Coast Conservancy, Inc. All maps, shapefiles, photographic points and correlated data reside on the GIS computer at the Atlantic Coast Conservancy, Inc. office at 72 South Main Street, Jasper, Georgia under the path of D:\ACC Properties\State of Tennessee\Terra Mountain Holdings, LLC Property.

Photography Disclaimer

The photographs in this document are depicted with reduced resolution and size to be appropriate for dissemination in paper form. The original, unedited photographs reside on the GIS computer at the Atlantic Coast Conservancy, Inc. office at 72 South Main Street, Jasper, Georgia under the path of D:\ACC Properties\State of Tennessee\Terra Mountain Holdings LLC Property\Photographs\Baseline Documentation Photographs\Original Photographs.

Credentials

Robert D. Keller, Ph.D is the Chief Executive Officer of the Atlantic Coast Conservancy, Inc. He received a Bachelor of Science degree with honors in Biology (*cum laude*) from The University of Tampa, and received his doctorate from Wake Forest University. His dissertation project concentrated on the effects of an exotic species (the European wild boar, *Sus scrofa*) on the oak/hickory forests of the Great Smoky Mountains National Park.

Dr. Keller has:

- 1) attended the following Environmental Research Systems Institute (ESRI) instructor-led classes: Introduction to GIS (ArcView 3.2), Advanced GIS (ArcView 3.2), Introduction to GIS I (ArcGIS 9.1), Introduction to GIS II

- (ArcGIS 9.1), Advanced Analysis (ArcGIS 9.1), Cartography with ArcGIS (ArcGIS 9.1), Creating and Editing Parcels in ArcGIS (ArcGIS 9.2))
- 2) attended the following Duke University graduate program class (GIS-Based Analysis for Conservation Management)
 - 3) created a geographic information systems (GIS) research laboratory, the Environmental Research and Mapping Facility (ERMF) while on faculty at the University of Tennessee – Chattanooga
 - 4) led the Mountain Conservation Trust of Georgia to become the first land trust in the State of Georgia to receive the prestigious Seal of Accreditation from the Land Trust Alliance Accreditation Commission.

EXHIBIT 3

Shiva Bozarth

From: zooskeeper@frontiernet.net
Sent: Tuesday, March 15, 2016 10:19 AM
To: Shiva Bozarth; Shiva Bozarth; Vance Broemel; Melanie Davis; Everett Sinor; Everett Sinor
Subject: Fw: Fwd: Filings with Tennessee Regulatory Authority
Attachments: 201603111216.pdf; Conservation Easement Complete.pdf

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

All, Be advised that the four tracts of land included in the Irrevocable License Agreement DO NOT include all pipes and appurtenances. It does not include some of the line coming up the mountain (now owned by Terra Mountain, see below), the water lines on Running Deer (north of block #1), and other portions of water lines outside of the existing platted blocks.

In addition, there is no easement to join the 555 lots in Blocks 10-12A with the water lines ending in Block 9 (owned by Terra Mountain, see below). Without this, 555 lots are landlocked from any development.

Finally, It will ultimately come out in subsequent litigation that Moy Toy does not own the roads, and therefore their ability to deliver a license agreement on property it does not own. The quit claim deed between Moy Toy and Terra Mountain Holdings dated December 2013 utilized a boundary survey and excluded all items that did not transfer by title. Moy Toy did not exclude whole platted blocks from transfer, just excluding the developed lots in specific platted blocks, therefore the roads, common areas, green areas and everything else within the platted blocks, except the specific lots listed, were transferred either intentionally (most likely) or unintentionally to Terra Mountain Holdings. Except for Renegade Mountain Parkway from the entrance to Block 9, no other roads, inside or outside the platted blocks, were discussed, defined or excluded from transfer. Terra Mountain Holdings, which Moy Toy, Guettler and McClung have an ownership interest in, placed the exact same property (by description) into a conservation easement. Technically, all roads now reside in and are subject to the conservation easement. This can be verified in the property description in the attached conservation easement document.

I believe when the timing is correct, and to their advantage, Moy Toy will announce that it does not have ownership of the roads, thereby complicating matters further.

Sorry to further muddy up the waters, I stand available to answer questions or provide additional documents.

John Moore

On Friday, March 11, 2016 2:42 PM, Everett Sinor <everett.sinor@gmail.com> wrote:

Ladies and Gentlemen,

Please find attached documents transmitted by Laurel Hills Water System in Receivership to the Tennessee Regulatory Authority earlier today for filing in docket nos. 16-00012, 12-00077 and 15-00118.

Everett Sinor

G. Everett Sinor, Jr.
Attorney at Law
3504 Robin Road
Nashville, Tennessee 37204
615.969.9027

----- Forwarded message -----

From: **Everett Sinor** <everett.sinor@gmail.com>

Date: Fri, Mar 11, 2016 at 12:22 PM
Subject: Fwd: Filings with Tennessee Regulatory Authority
To: sharla.dillon@tn.gov

Ms. Dillon, Please find attached a cover letter and three different documents that are being electronically filed today. An original with 4 copies will follow by the U.S. Mails. Please file these documents with the appropriate dockets. Thank you, and please let me know if you have any questions. Everett Sinor

G. Everett Sinor, Jr.
Attorney at Law
3504 Robin Road
Nashville, Tennessee 37204
[615.969.9027](tel:615.969.9027)