

ACCESS AGREEMENT

THIS ACCESS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 20__ (the "Effective Date"), by and between Mitigate Tennessee, LLC, a Nevada limited liability company, whose address is 140 E. Tyler Street, Suite 400, Longview, Texas 75601, hereinafter called "Grantee"; and _____, whose address is _____, hereinafter called "Grantor". The Grantor and Grantee may be collectively referred to as the "Parties" or individually as a "Party".

W I T N E S S E T H :

WHEREAS, Grantor is acquiring from Grantee, certain lands located in _____ County, Tennessee as described on Exhibit A, together with all buildings and improvements located thereon, hereinafter collectively called the "Property";

WHEREAS, Grantee requires to maintain unrestricted access over the Property to access the mitigation area of the Property as described on Exhibit B (the "Mitigation Area") for purposes of, including but not limited to, constructing, maintaining and monitoring stream buffers and channels and deforesting, planting and maintaining trees and vegetation thereon, and other work required to maintain the conservation easement in accordance with the mitigation banking instrument (the "Work"); and

WHEREAS, the Parties mutually wish to grant Grantee such access to the Property to enable Grantee to conduct the Work.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grantor hereby grants to Grantee the unrestricted right, commencing on the Effective Date, for Grantee and its agents, affiliates, contractors and invitees, to access the Property through the Access Easement and to use the surface and/or subsurface of the Mitigation Area and any structures, facilities, equipment, roadways, and other appurtenances installed thereon or thereunder by Grantor for the purpose of performing the Work. Grantor and Grantee agree that the Property shall be subject to the Access Easement and to comply with the terms of the Access Easement.
2. Grantee shall attempt to provide Grantor with reasonable notice prior to entering the Property for purposes of conducting the Work.
3. If Grantee damages any roads, trails, driveways, fences, gates, culverts, improvements, crops, or other property while accessing the site or performing the Work, Grantee shall, at its sole cost and expense, repair and restore all such

damaged property to a condition equal to or better than its condition as it existed immediately prior to the damage.

4. The term of the Agreement shall commence on the Effective Date and shall continue in effect for so long as the Grantee is actively managing the Mitigation Area in accordance with the mitigation banking instrument.
5. Grantor understands and acknowledges that the Mitigation Area is subject to a negative covenant deed restriction in substantially the form attached as Exhibit C (the "Conservation Easement").
6. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, executors, administrators, personal representatives, successors and assigns and shall be a covenant running with the land.
7. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

GRANTEE:

GRANTOR:

MITIGATE TENNESSEE, LLC

By: _____

By: _____

Name: Eric S. Anderson

Title: President

Name:

Title:

STATE OF _____)

COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named Eric S. Anderson, who acknowledged that he is the President for Mitigate Tennessee, LLC, a Nevada limited liability company, and that for and on behalf of said Company, and as its act and deed, he executed the above and foregoing instrument, after having been duly authorized by said Company to do so.

Given under my hand this the _____ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____)

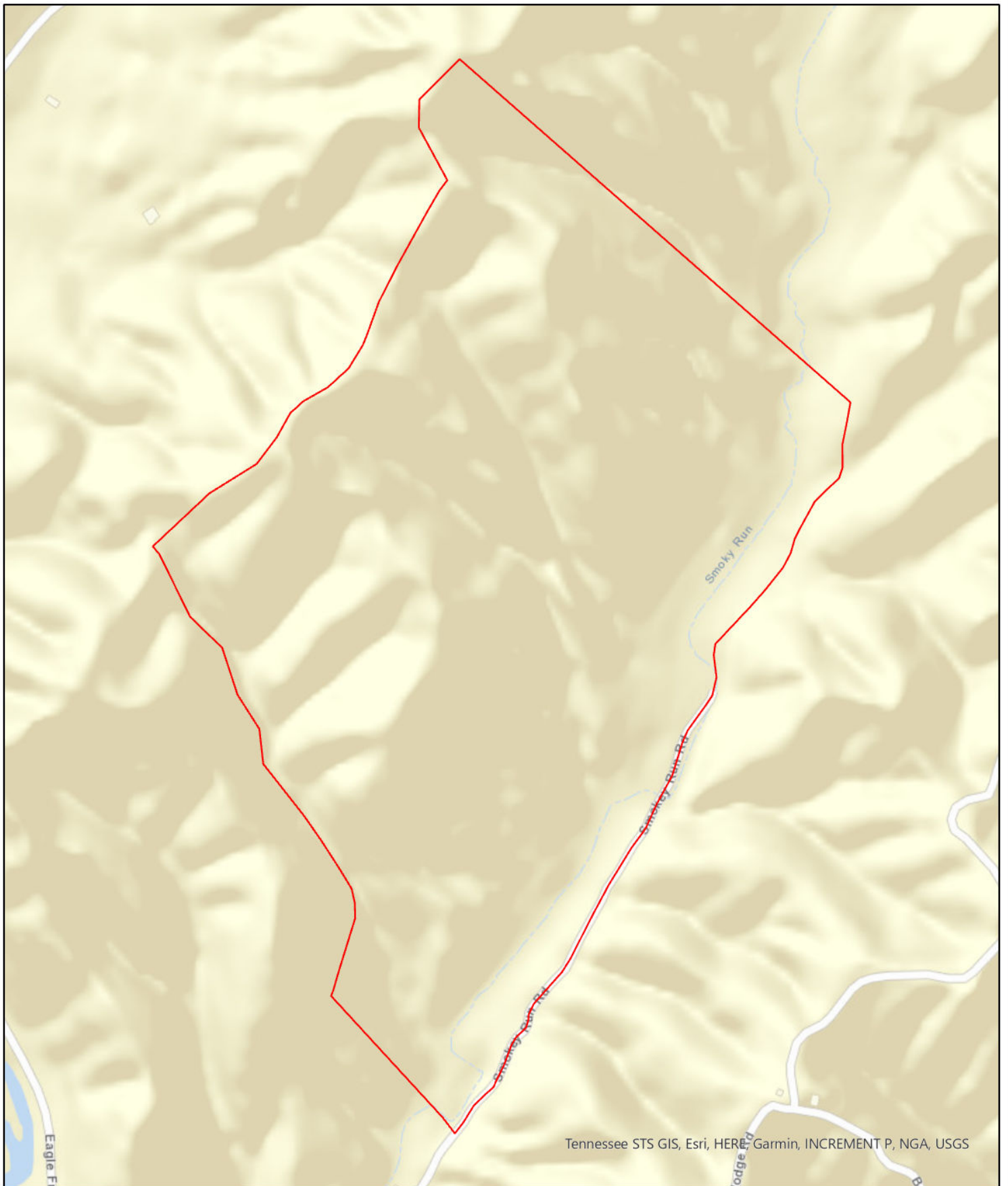
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named _____, who acknowledged that he executed the above and foregoing instrument.

Given under my hand this the _____ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires: _____



Tennessee STS GIS, Esri, HERE, Garmin, INCREMENT P, NGA, USGS



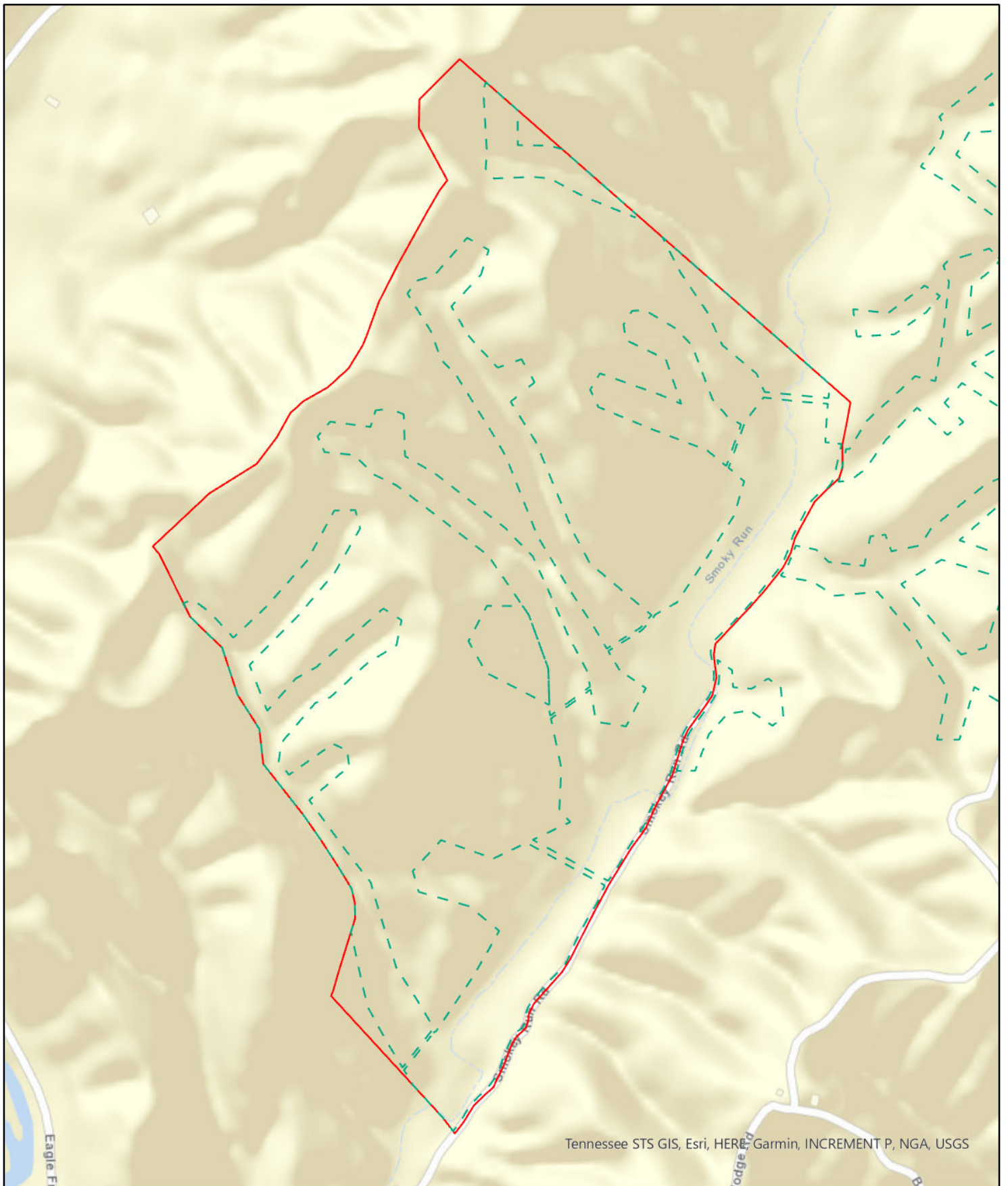
Legend

 Property Boundary

Smoky Run Exhibit A Property Map

 Feet
0 300 600 900 1,200





Tennessee STS GIS, Esri, HERE, Garmin, INCREMENT P, NGA, USGS



Legend

- Mitigation Area
- Property Boundary

Smoky Run Exhibit B Mitigation Area

0 300 600 900 1,200 Feet



Exhibit C

Form of Conservation Easement

This instrument prepared by:	Property owner/address:	Person or entity responsible for real property taxes:
George Asimos, Esq. North American Land Trust P.O. Box 467 Chadds Ford, PA 19317	209 Renaissance Drive Hallsville, Texas 75650	Mitigate Tennessee, LLC 209 Renaissance Drive Hallsville, Texas 75650

Map: 093 Parcel: 002.00

CONSERVATION EASEMENT DEED

THIS CONSERVATION EASEMENT DEED (“Conservation Easement”) is made this _____ day of _____, 20____, by MITIGATE TENNESSEE, LLC (“Grantor”), Nevada limited liability company, with an address of 209 Renaissance Drive, Hallsville, Texas 75650, in favor of NORTH AMERICAN LAND TRUST (“Grantee”), a Pennsylvania non-profit corporation with an address of 100 Hickory Hill Road, PO Box 467, Chadds Ford, PA 19317, with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property consisting of approximately 239.5 acres located in the Fifth Civil District, Map Parcel Number 094-PART OF 001.00, Roane County, Tennessee (the “Property”) as described in a deed to Grantor dated November 6, 2020 and recorded in Book 1766, page 890 in the Office of the Register of Deeds, Roane County, Tennessee.

B. Within the boundaries of the Property is located 94.19 acres of land (the “Protected Property”) consisting of nine tracts described by metes and bounds in **Exhibit A** to this Conservation Easement and on a survey plat entitled “Smokey Run Mitigation Easements” dated March 8, 2022 attached to this Conservation Easement as **Exhibit B**. The nine tracts are described in **Exhibit A** and depicted on **Exhibit B** as follows: Mitigation Easement 1 - 16.72 acres; Mitigation Easement 2 - 16.12 acres; Mitigation Easement 3 - 15.93 acres; Mitigation Easement 4 - 10.15 acres; Mitigation Easement 5 - 11.40 acres; Mitigation Easement 6 - 12.68 acres; Mitigation Easement 7 - 6.01 acres; Mitigation Easement 8 - 1.48 acres; and Mitigation Easement 9 – 3.70 acres.

C. The Protected Property is the subject of a Mitigation Banking Instrument dated _____ (the “MBI”) and a Permit No. _____ issued on _____ (the “DA Permit”) by the U.S. Army Corps of Engineers, Nashville District) (the “Corps”).

D. The Corps has approved use of the Protected Property for compensatory mitigation pursuant to and as defined in 33 C.F.R. Part 332.

E. The MBI has been issued by the Corps pursuant to section 404 of the Clean Water Act, by and between Mitigate Tennessee, LLC (“Bank Sponsor”), and the Corps, Region 4 of the U.S. Environmental Protection Agency (“USEPA”), the U.S. Fish and Wildlife Service (“USFWS”), the Natural Resources Conservation Service (“NRCS”), the Tennessee Valley Authority (“TVA”), the Tennessee Department of Environment and Conservation (“TDEC”), and the Tennessee Wildlife Resources Agency (“TWRA”), referred to jointly as the Interagency Review Team (“IRT”). The full MBI is incorporated into this Conservation Easement by this reference. A final, approved copy of the MBI and any amendments thereto approved by the IRT will be kept on file at the respective offices of the IRT members. The Corps and the TDEC shall be referred to in this Conservation Easement as the Third Parties.

F. The MBI requires the grant of this Conservation Easement.

G. Grantee, which has as its primary purpose promoting long-term stewardship of natural and cultural heritage by implementing successful private land conservation projects and promoting innovative land conservation techniques, is a charitable land trust, qualified as a tax-exempt non-profit organization under Sections 501 (c)(3) and 170 (h) of the Internal Revenue Code, as amended, is authorized to hold this Conservation Easement pursuant to the Conservation Easement Act of 1981, Tenn. Code Ann. §§ 66-9-301, *et seq.*, and has agreed to accept this grant.

H. The natural condition of the Protected Property has been or will be restored, established, enhanced, or preserved pursuant to the mitigation plan approved for the DA Permit (“Mitigation Plan”), incorporated into this Conservation Easement by reference, a copy of which will be kept on file at the offices of the Corps, Bank Sponsor and Grantee.

I. The Protected Property possesses natural resources of significant aquatic, ecological, environmental, aesthetic, educational, historical, recreational, and scientific value and importance to the Grantor and the Grantee, the people of Roane County, the State of Tennessee, and the United States. The Bank Sponsor proposes to increase and preserve the ecological functions and services by restoration and enhancement of all jurisdictional streams on the Protected Property according to the Preliminary Jurisdictional Determination report developed by the Corps and described in the Mitigation Plan. The Protected Property consists of over 6 miles of stream mitigation activities (i.e., restoration and enhancement) and the associated riparian corridors to provide uplift for the ecological functions of the streams on the Protected Property. The specific locations and amounts of stream restoration are described in the Mitigation Plan. Individually and collectively, these natural resources comprise the “Conservation Values” of the Protected Property. The result will improve, preserve, and permanently protect the ecological functions and services of the streams on the site, which will provide the following services to the downstream watershed: clean water, nutrient cycling, biological diversity, and organic matter supply including woody debris. Also, adjacent riparian wetlands that are a byproduct of the restoration and exist within the Protected Property will

provide habitat for amphibians and reptiles in addition to filtering pollutants prior to entering the stream.

J. The Conservation Values and the natural condition of the Protected Property are documented and included in or with the approved Mitigation Plan and the Baseline Documentation prepared by Grantee on or about the date of this Conservation Easement which consist of detailed site information, maps, baseline data, and monitoring and maintenance information, and other documentation. Grantor and Grantee agree that the Baseline Documentation provides an accurate representation of the Protected Property at the time of the grant of this Conservation Easement and is intended to serve as an objective information baseline for the monitoring of and compliance with the terms of this Conservation Easement by Grantor and all subsequent owners of all or part of the Protected Property and Grantor and Grantee have agreed to its reliability at the time of the signing of the Conservation Easement. However, the Baseline Documentation is not intended to preclude the use of other evidence to establish the condition of the Protected Property if and to the extent the Baseline Documentation may be incomplete and more accurate or complete evidence is available.

K. Grantor recognizes the Conservation Values of the Protected Property and agrees to the creation of these conservation-based limitations and affirmative obligations for the purpose of preserving and protecting the Conservation Values and natural condition of the Protected Property in perpetuity.

NOW, THEREFORE, in consideration of the above, pursuant to the laws of the State of Tennessee, including, but not limited to, Tennessee Code Annotated §§ 66-9-301, *et seq.*, Grantor hereby grants and conveys to Grantee a Conservation Easement in perpetuity over the Protected Property and a right of access and right of entry as provided in Section 2(c) over and on the Property, consisting of the following:

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

1. Purpose. The purpose of this Conservation Easement is to ensure the Protected Property will be retained forever in its natural, restored, or enhanced condition, as contemplated by the Mitigation Plan, and to prevent any use of the Protected Property that will impair or interfere with the Conservation Values of the Protected Property and the restoration and enhancement of the ecological natural conditions when completed in accordance with the Mitigation Plan. Grantor intends that the grant of this Conservation Easement will confine the use of the Protected Property to only those activities and uses that are consistent with the purpose of this Conservation Easement and will be implemented consistent with the DA Permit and Mitigation Plan.

2. Grantee's Rights. To accomplish the purpose of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

(a) To preserve and protect the Conservation Values of the Protected

Property;

(b) To conserve and protect all mineral, air, water and groundwater rights necessary to protect and sustain the biological resources of the Protected Property;

(c) To enter and go upon the Property at reasonable times, by vehicle or by foot, to allow Grantee access to and to inspect the Protected Property to monitor compliance with, and to otherwise enforce the terms of this Conservation Easement;

(d) To conduct aerial inspection on and of the Protected Property from, on or above the Protected Property by manned or unmanned aircraft;

(e) To make a photographic or videographic record of the condition of the Protected Property and relevant portions of the Property, and to own, keep and use such images and recordings;

(f) To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any act, failure to act, use or activity that is inconsistent with the purpose of this Conservation Easement; and

(g) To enforce the terms and conditions of this Conservation Easement by any lawful means including, without limitation, injunctive relief.

The grant of rights above shall not be construed as a limitation on other rights or remedies granted or available to Grantee or the Third Parties in other provisions of this Conservation Easement or under applicable law.

3. Prohibited Uses. Any activity on or use of the Protected Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, except as specifically provided in the Mitigation Plan, the following activities and uses are expressly prohibited in, on, over, or under the Protected Property:

(a) Commercial, industrial, residential, or institutional structures, uses, or activities.

(b) Construction, reconstruction, expansion, location, relocation, alteration, installation or placement of any building, road, utility line or facility, trail, walkway, pavement, bench, equipment storage, billboard or advertising sign, or any other structure or improvement of any kind, or any additions or improvements to existing structures.

(c) Filling, dumping, excavating, mining, drilling, grading, leveling, disturbing, removing, exploring or extracting minerals, loam, soil, peat, sand, gravel, rocks, gas, oil, or other material on or below the surface of the Protected Property, or any alteration to the

surface or general topography of the Protected Property or any portion of the Protected Property, including any discharges of dredged or fill material, or granting or authorizing surface entry to the Protected Property for any of these purposes.

(d) Draining, ditching, diking, dredging, channelizing, changing the grade or elevation, water withdrawals, underground injection wells, manipulating, impounding, or altering of any natural water course, body of water, or water circulation on the Protected Property, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters.

(e) The transfer, encumbrance, sale, lease, or other conveyance of the mineral, air or water rights for the Protected Property and any portion thereof separate from the surface rights, changing the place or purpose of use of the water rights, abandoning or allowing abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Protected Property, including, but not limited to, (i) riparian water rights, (ii) appropriative water rights, (iii) rights to water secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Protected Property, and (iv) any water from wells that exist or may be constructed in the future on the Protected Property.

(f) The placement, storage, accumulation, dumping, depositing, abandoning discharging, disposing or releasing of any gaseous, liquid, solid, or hazardous waste substance, yard waste, soil, ashes, trash, rubbish, refuse, grass clippings, cuttings, bio-solids, waste materials or debris of whatever nature, whether temporarily or permanently, on, in, over, or underground or into surface or ground water.

(g) The planting, introduction, or dispersal of non-native or exotic animal or plant species.

(h) Use of herbicides, insecticides, biocides, fungicides, pesticides, rodenticides, fertilizers or other agricultural chemicals, weed abatement activities, incompatible fire protection activities, or other biological controls.

(i) The mowing, cutting, clearing, burning, pruning, removal of any kind, disturbance, destruction, or collection of any natural trees, shrubs, or other vegetation, except for:

- (1) safety purposes;
- (2) control in accordance with accepted scientific forestry management practices for the treatment of diseased or dead vegetation;
- (3) control of non-native species and noxious weeds; or
- (4) scientific or natural study.

(j) Agricultural or grazing activities of any kind, except for vegetation

management activities as specifically provided in the Mitigation Plan.

(k) Use of all-terrain vehicles (ATVs), dirt bikes, motorcycles, off-road vehicles, or other motorized vehicle of any kind in such a manner as to cause erosion or sedimentation or damage to any of the ecological or hydrological features or conditions within the Protected Property, whether natural, restored or enhanced, that are required to be maintained by the Mitigation Plan.

(l) Any legal or de facto division, subdivision, partitioning or other division of the Protected Property.

4. Grantor's Duties. Grantor will undertake all reasonable actions to prevent unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Protected Property or that are otherwise inconsistent with this Conservation Easement. In addition, Grantor will undertake all necessary actions to perfect and defend Grantee's rights under this Conservation Easement.

5. Reserved Rights. Grantor reserves to itself, its representatives, heirs, successors and assigns, all rights accruing from Grantor's ownership of the Protected Property, including the right to engage in, or permit or invite others to engage in, all uses of the Protected Property that are not prohibited or limited by, and are consistent with the purpose of, this Conservation Easement. Grantor expressly reserves the following rights:

(a) Within the terms and conditions of their permits, agreements and the law, Grantor and any grantees of easements or other property rights for the operation and maintenance of pre-existing or project-related structures or infrastructure, such as roads, trails, walkways, utilities, drainage ditches, or stormwater facilities that are present on, over, or under the Protected Property on the date of this Conservation Easement, reserve the right to continue with such operation and maintenance.

(b) Landscaping by the Grantor to prevent severe erosion or damage to the Protected Property or portions thereof, or significant detriment to existing or permitted uses, is allowed, provided that such landscaping is generally consistent with preserving the natural condition of the Protected Property.

(c) The right to use the Protected Property for recreational uses not involving permanent improvements or structures, including, but not limited to, hunting, fishing, boating, camping, hiking, horseback riding, picnics, social events, tours, and nature interpretation and other educational programs (including the creation of limited, unpaved hiking and horseback trails), provided that such activities are consistent with the continuing natural condition of the Protected Property and do not adversely impact the Conservation Values of the Protected Property.

(d) Signs approved by the Corps in the Mitigation Plan may be erected

and remain on-site in legible condition, including boundary markers identifying the area as a protected compensatory mitigation property, no trespassing signs, signs identifying the Grantor as the owner of the Protected Property, or other signage conveying information on the restricted uses of the Protected Property.

(e) Grantor reserves the right for itself and for the Bank Sponsor and any Long Term Steward (as defined in the MBI) to perform restoration, enhancement, preservation or other mitigation activities in accordance with the Mitigation Plan and as required by the terms of the DA Permit, including the use of all equipment necessary to successfully complete any mitigation requirements contained therein.

6. Grantee's Remedies.

(a) If Grantee determines that a violation of this Conservation Easement has occurred or is threatened, Grantee will give written notice to the Grantor of such violation and demand corrective action sufficient to cure the violation. Where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement or otherwise in violation of this Conservation Easement, Grantee will demand corrective action sufficient to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by the Grantee. In addition to the notice provided to the Grantor, Grantee will provide concurrent written notice to the Third Parties of any non-compliance with the terms and conditions of this Conservation Easement.

(b) If Grantor fails to cure the violation within thirty (30) days after receipt of a notice of violation, or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing said violation within the thirty (30) day period, or fails to continue diligently to completely cure such violation, Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: (i) to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Protected Property, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values; (ii) to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; (iii) to pursue any other legal or equitable relief, including but not limited to, the restoration of the Protected Property to the condition in which it existed prior to any violation or injury; (iv) or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property.

(c) Notwithstanding the foregoing or any other provision to the contrary in this Conservation Easement, if Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for the cure to

expire. Grantee's rights under this section apply equally to actual or threatened violations of this Conservation Easement. Grantee will notify the Grantor and the Corps and TDEC as soon as possible but in no event later than thirty (30) days of such an occurrence.

(d) Grantor agrees that Grantee's remedies at law for any violation of this Conservation Easement are inadequate and that Grantee is entitled to seek the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's enforcement rights and remedies granted in this Conservation Easement are cumulative and in addition to all enforcement rights and remedies available to Grantee now or hereafter existing at law or in equity. The failure of Grantee to discover a breach or violation or to take immediate legal action will not bar Grantee from taking such action at a later time.

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

(f) Grantor agrees to the remedies for enforcement of this Conservation Easement without limiting other rights of Grantee set forth elsewhere in this Conservation Easement or granted by law.

7. Costs of Enforcement. Grantor will bear any and all costs reasonably incurred by the Grantee, where Grantee is the prevailing party, to enforce the terms and conditions of this Conservation Easement against the Grantor, including, but not limited to, the costs of suit and reasonable attorneys' and experts' fees, and any costs of restoration necessitated by the violation or breach of the terms of this Conservation Easement.

8. Third-Party Beneficiaries. Grantor and Grantee acknowledge that the Third Parties are third-party beneficiaries with the discretionary right to enforce all provisions of this Conservation Easement and with all rights and remedies conveyed to the Grantee under this Conservation Easement. These enforcement rights are in addition to, and do not limit, any rights available to the Corps under the DA Permit, any other applicable permit or certification, or other provisions of law or equity. The Corps reserves the right to be represented by the United States Department of Justice in any state or federal court action and to remove a legal action affecting jurisdictional waters of the United States or federally-listed species to the United States District Court of the district in which the Protected Property lies.

9. Access. Grantor conveys to the Corps, TDEC, and their successors, assigns, agents, representatives, invitees, and licensees, the right to access, enter and go upon any portions of the Protected Property to take actions necessary to verify or monitor compliance with the terms and conditions of this Conservation Easement, and conveys the right to go on and across the Property for access to the Protected Property. This Conservation Easement does not convey a right of access or entry to the general public to any portion of the Protected Property or Property.

10. Costs of Ownership. Grantor retains all responsibilities and will bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement. Grantor agrees that neither Grantee nor the Corps or TDEC have any duty or responsibility for the operation, upkeep or maintenance of the Protected Property, the monitoring of hazardous conditions on it, or the protection of Grantor, the public, or any third parties from risks related to conditions on the Protected Property.

11. Taxes and Liens. Grantor will pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority, including any taxes imposed on or incurred as a result of this Conservation Easement and will furnish Grantee with satisfactory evidence of payment upon request. Grantor will keep the Protected Property free from any liens (other than a security interest that is expressly subordinated to this Conservation Easement in a recorded document approved by the Corps), including liens arising out of work performed, materials furnished, or obligations incurred by the Grantor.

12. Liability and Indemnification.

(a) Grantor will hold harmless, protect, indemnify and defend the Corps and TDEC, and their members, directors, officers, employees, agents, representatives and contractors, and the heirs, personal representatives, successors, and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, orders, liens or judgments, including reasonable attorneys' fees and experts' fees, arising from or in any way connected with the existence or administration of this Conservation Easement, or other matter related to or occurring on or about the Protected Property, unless, the Corps or TDEC or any of their agents have committed a deliberate act that is determined by a court to be the sole cause of the injury or damage.

(b) Grantor covenants and agrees to indemnify, defend, reimburse and hold harmless Grantee, its directors, officers and employees from, for and against any Loss (hereinafter defined) to the extent such Loss arose from an Indemnified Cause (hereinafter defined). A "Loss" shall mean any loss, cost, liability, penalty, fine, or damage of any kind or nature whatsoever which Grantee or any of its directors, officers or employees may reasonably be concluded to have suffered, paid or incurred. The term "cost" shall include, but shall not be

limited to, reasonable attorneys' and reasonable witness fees and court fees. An "Indemnified Cause" shall mean any of the following: the violation or alleged violation of any law in, upon or involving the Protected Property by Grantor or anyone acting by, for, through or under the direction of Grantor, including but not limited to any tenant, contractor, agent, licensee or invitee of Grantor; any tax or assessment upon the Protected Property or upon this Conservation Easement or the rights it represents or that it grants to the Grantee; any death or injury to any person occurring on or about the Protected Property; any lien or attempts to enforce a lien asserted against the Protected Property; the costs of performing any work on the Protected Property; any loss or damage to any property on or about the Protected Property; or any lawsuit or governmental or administrative or law enforcement action which is commenced or threatened against Grantee or any of its directors, officers or employees or to which any of the foregoing are made a party or called as a witness, but notwithstanding the foregoing, "Indemnified Cause" shall not include any cause which results from a deliberate act of the Grantee, its directors, officers and employees or any of its agents that is determined by a court to be the sole cause of the injury or damage, or from Grantee's own acts which are finally determined by a court to have been the result of bad faith, negligence or willful misconduct of Grantee, or which is determined to have occurred as the result of Grantee's actions as set forth in Section 2(d). It is further agreed that no person shall have an indemnification obligation or liability under this Section as to any Indemnified Cause which arises entirely and solely from events which occurred after such person is no longer the legal owner of the Protected Property or any part thereof and is no longer in possession of the Protected Property or any part thereof (it being understood that one or more subsequent Grantors shall have such indemnification, defense, reimbursement, and holding harmless obligation).

(c) Grantor acknowledges that for the fulfillment of Grantor's purposes and intentions for this Conservation Easement, Grantor requires Grantee to accept perpetual obligations for the interpretation and enforcement of this Conservation Easement and that Grantee must maintain its reserve capacity to enforce this Conservation Easement. It is therefore agreed that, should Grantor or anyone acting by, through, under or on behalf of Grantor, commence litigation against Grantee to enforce any rights hereunder or to dispute any actions or inaction of Grantee, to enforce any alleged duty or obligation of Grantee hereunder or to seek damages or specific performance against Grantee, then unless Grantee is finally determined by a court of competent jurisdiction, beyond right of appeal, to have acted contrary to the terms of this Conservation Easement and to have failed to exercise reasonable judgment taking into account the purposes of this Conservation Easement, the natural features of the Protected Property and the circumstances of which Grantee had actual knowledge at the relevant time, then Grantor shall reimburse Grantee on demand for all reasonable costs and expenses, including attorney's fees, reasonably incurred by Grantee in its defense in such litigation. Grantee shall not be considered to have failed to exercise reasonable judgment as aforesaid solely based on the fact that Grantee did not or does not prevail in legal proceedings or that Grantee is determined to have adopted an interpretation of this Conservation Easement not accepted by the court.

(d) In consideration for Grantee accepting the perpetual

responsibility and obligation to review the proposed exercise of rights of Grantor, Grantor hereby waives, for Grantor, and Grantor's successors, legal representatives, and assigns, to the fullest extent allowed by law, any and all right to seek or recover damages from Grantee in any litigation or other legal action arising from a dispute or interpretation by Grantee, or compliance with covenants and restrictions in this Conservation Easement, regarding Grantor's use of or activities on the Protected Property under this Conservation Easement and agrees that the sole remedy or legal right to seek redress arising from any decision of Grantee pursuant to this Conservation Easement shall be to seek a declaratory judgment or other similar legal declaration by a court of competent jurisdiction as to the rights of the Grantor hereunder.

13. Role of Grantee as Regards Law and Permits. Notwithstanding anything in this Conservation Easement to the contrary, (1) unless Grantee is a governmental agency it shall have no duty or obligation to enforce any law, regulation or permit whether or not compliance is described or required in this Conservation Easement; (2) Grantee may, in its discretion, rely on determinations of the Third Parties or other government agency having jurisdiction when determining or weighing Grantor's compliance with any law or permit if and to the extent Grantee must, in its judgment, do so to determine compliance with other Restrictions; (3) Grantee may require Grantor to provide evidence of approval of any action or activity on the Protected Property by the Third Parties or other governmental agency that has jurisdiction over such action or activity; (4) nothing in this Conservation Easement confers or imposes on Grantee the role or responsibility of long term management or stewardship of the Protected Property except as expressly provided in this Conservation Easement; and (5) Grantee has no liability or obligation for performance or completion of, or compliance with, any of the restoration, maintenance, revegetation or other work (collectively the "Restoration Work") on the Protected Property that is required to be performed by Grantor, the Bank Sponsor, or either of their respective agents or contractors under the terms of the Restoration Plan or any permit issued by the U.S. Army Corps of Engineers or any other government agency, all of which is the responsibility of Grantor and of the U.S. Army Corps of Engineers or other government agency having jurisdiction, and accordingly the role and obligation of Grantee is limited to monitoring and enforcing compliance with this Easement, as set forth in this Easement, after completion of all Restoration Work which may be evidenced by Bank Closure or other affirmative determination of the U.S. Army Corps of Engineers or other government agency having jurisdiction.

14. Warranty of Title. Grantor represents and warrants that Grantor is the sole owner in fee simple of the Protected Property and has the right to grant and convey this Conservation Easement. Grantor also represents and warrants that the Protected Property is free and clear of any and all liens, loans, claims, restrictions, easements, encumbrances or other interests that may conflict or are inconsistent with this Conservation Easement. Grantor has identified all other parties that hold any interest in the Protected Property and notified such parties of Grantor's intent to grant this Conservation Easement. If any easement, right, interest, or lease on or to the Protected Property not listed in the Property Assessment and Warranty and prior in time and recording to this Conservation Easement, or unrecorded, is exercised in such a manner that conflicts with or voids the uses of the Protected Property set out in this Conservation

Easement, then the Grantor will be responsible for providing alternative compensatory mitigation in such amounts and of such resource type and function as the Corps or any enforcer of this Conservation Easement determines in accordance with the DA Permit.

15. Additional Interests. Grantor shall not create or suffer any lien or encumbrance upon the Protected Property, other than as set forth in the Property Assessment and Warranty which is an exhibit to the MBI, and the Grantor shall not execute, renew or extend any lien, lease, license, or similar recorded or unrecorded right or interest in the Protected Property without the prior written consent of the Corps and the Grantee. Grantor will not grant any additional easements, rights of way, or other interests in the Protected Property, other than a security interest expressly subordinated to this Conservation Easement, nor will Grantor grant, transfer, abandon or relinquish any mineral, air, or water right or any water associated with the Protected Property, without first obtaining the written consent of the Grantee and the Corps. Such consent may be withheld if Grantee or the Corps determines that the proposed interest or transfer is inconsistent with the purpose of this Conservation Easement or may impair or interfere with the Conservation Values of the Protected Property. Grantor will provide a copy of any approved recorded or unrecorded grant or transfer document to Grantee and the Corps and TDEC. This provision does not prohibit transfer of a fee or leasehold interest in the Protected Property that is subject to this Conservation Easement and complies with Section 22.

16. Environmental Matters.

(a) Grantor represents and warrants that it has no knowledge or notice of a material or threatened release of hazardous substances or wastes or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under or from the Protected Property, or transported to or from or affecting the Protected Property, or the Protected Property's use as a landfill or dump, in violation of federal, state or local laws, statutes, regulations or ordinances. The term "hazardous materials" includes, without limitation, (i) material that is flammable, explosive or radioactive; (ii) petroleum products, including by-products and fractions thereof; and (iii) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C Sections 6901, *et seq.*, the Hazardous Materials Transportation Act ("HTA"), 49 U.S.C. Sections 5101, *et seq.*, and in the regulations adopted and publications promulgated pursuant to them, or any other applicable environmental laws now in effect or enacted after the date of this Conservation Easement. The term "environmental laws" includes, without limitation, CERCLA, RCRA, HTA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment, or hazardous materials. Grantor represents, warrants, and covenants to Grantee and the Corps or TDEC that all activities upon and use of the Protected Property by Grantor, its agents, employees, invitees and contractors will comply with all environmental laws.

(b) Without limiting the obligations of the Grantor under Section 12, Grantor hereby releases and agrees to indemnify, protect and hold harmless Grantee, the Corps

and TDEC and any of their agents from and against all litigation, claims, demands, penalties and damages, including reasonable attorneys' and experts' fees, arising from or connected with any actual or alleged release of hazardous waste, presence of underground storage tanks, use of the Protected Property as a landfill or dump, or violation of or failure to comply with any federal, state or local environmental laws associated with the Protected Property. Notwithstanding the foregoing, Grantor has no obligation to defend or indemnify Grantee or the Corps or TDEC against litigation, claims, demands, penalties, damages or attorneys' fees arising out of or connected to releases of hazardous substances or wastes caused by Grantee, the Corps, TDEC, or any of their agents.

17. Notice of Legal Action. Grantor will provide Grantee and the Corps and TDEC written notice of any legal action affecting this Conservation Easement, including, but not limited to, foreclosure proceedings, tax sales, bankruptcy proceedings, zoning changes, adverse possession, abandonment, condemnation proceedings, and the exercise of the power of eminent domain. For any legal action that might result in this Conservation Easement being voided or modified, such notice will be provided at least sixty (60) days before such action would be taken. This Conservation Easement is intended to survive any legal actions affecting the Protected Property.

18. Eminent Domain. If the Protected Property is taken in whole or in part by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Conservation Easement, Grantor and Grantee will act jointly to recover the full value of the interests in the Protected Property subject to the taking or in lieu of purchase and all direct or incidental damages resulting therefrom. This Conservation Easement constitutes a real property interest immediately vested in Grantee. In the event that all or a portion of this Protected Property is sold, exchanged, or involuntarily converted following the extinguishment or the exercise of eminent domain, Grantee will be entitled to the fair market value of this Conservation Easement less Grantor's proportional share of the reasonable attorney fees and court costs incurred by the Grantor as a result of said eminent domain or condemnation action, if applicable. The consequential loss in the value of the Protected Property is the cost of the replacement of the conservation functions, services and value of the aquatic and terrestrial resources on the Protected Property with other property in the same watershed. Grantee will use all such proceeds in a manner consistent with the DA Permit and this Conservation Easement.

19. Duration. This Conservation Easement will constitute a servitude running in perpetuity with the Protected Property regardless of ownership or use, and will be binding on and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, representatives, devisees, assigns, lessees, or other occupiers and users, as the case may be, as long as said party has any interest in any part of the Protected Property. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Protected Property, except that liability for acts, omissions or breaches occurring prior to transfer will survive transfer.

20. Filing. Grantor will record this Conservation Easement in the official land records of the Register of Deeds in the County in which the Protected Property is located as soon as practicable after execution of the instrument and Grantee may re-record the Conservation Easement at any time as the Grantee deems necessary to preserve its rights in this Conservation Easement. Grantor will provide the Grantee and the Corps and TDEC with a copy of the recorded instrument within thirty (30) days of any recordation.

21. Amendment. This Conservation Easement may be amended or modified only by the written agreement of Grantor and Grantee and with the written approval of the Corps or TDEC. The party seeking to amend or modify the Conservation Easement must give written notice to the Corps and TDEC of the intent to amend or modify the Conservation Easement at least sixty (60) days prior to the effective date of the amendment. Any such amendment will be recorded in the official land records of the county in which the Protected Property is located, will be consistent with the purpose of this Conservation Easement, will not affect its perpetual duration, and will not permit impairment of the Conservation Values of the Protected Property. The Corps has no obligation to allow any amendment. Amendments to the Conservation Easement for the purpose of proposing additional impacts are not favored and will be considered only in rare circumstances following Corps regulations, policy, and procedures. Additional compensatory mitigation may be required for impacts resulting from the amendment.

22. Subsequent Transfers or Conveyances by Grantor. Grantor agrees to incorporate the terms and conditions of this Conservation Easement by reference in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Protected Property, including, without limitation, a leasehold or possessory interest in any portion of the Protected Property. Grantor further agrees to give written notice to Grantee and the Corps and TDEC of the intent to transfer or convey title or any interest in or on the Protected Property at least sixty (60) days prior to the date of such transfer. The notice will include the name, address, and telephone number of the prospective transferee, a copy of the proposed deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the portion of the Protected Property affected by the transfer. The new transferee will provide the Corps and TDEC a letter acknowledging the terms and conditions of the MBI and recorded Conservation Easement. Grantee and the Corps or TDEC have the right to prevent any transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement, including the exhibits and documents incorporated by reference in it. The failure of Grantor to perform any act provided in this section will not impair the validity of this Conservation Easement or limit its enforceability in any way.

23. Assignment or Transfer by Grantee. Grantee may assign or transfer the benefits of this Conservation Easement only upon the following conditions: (i) Grantee must require that the purpose of this Conservation Easement continues to be carried out; (ii) the assignee or transferee, at the time of assignment or transfer, must be qualified and authorized to acquire and hold conservation easements under Tennessee Code Annotated §§ 66-9-301, *et seq.*, and the laws of the United States; (iii) Grantee must give Grantor and the Corps at least sixty

(60) days prior written notice of the proposed assignment or transfer; and (iv) the assignment or transfer of the Conservation Easement is subject to the written approval of the Corps or TDEC. Grantee will require the assignee or transferee to record the assignment in the land records of the county in which the Protected Property is located. As a condition of such assignment or transfer, the assignee or transferee must agree in writing that the conservation purpose this Conservation Easement is intended to advance will continue to be fulfilled. The failure of Grantee to perform any act provided in this section will not impair the validity of this Conservation Easement or limit its enforceability in any way. In the event of the termination of Grantee's existence without advance notice, the rights and obligations of the Grantee will, without any further action on part of any entity, be deemed assigned or transferred to an entity approved by the Corps or through judicial proceedings in a court of competent jurisdiction.

24. Merger. The doctrine of merger will not operate to extinguish this Conservation Easement if the Conservation Easement and Protected Property become vested in the same party. If despite this intent, the doctrine of merger applies to extinguish the Conservation Easement, then, unless Grantor, Grantee and the Corps or TDEC otherwise agree in writing, a replacement conservation easement containing the same protections embodied in this Conservation Easement will be recorded against the Protected Property.

25. Other Permits. Any permit application, or request for certification or modification, which may affect the Protected Property made to any governmental entity with authority over waters of the United States must expressly reference and include a copy, with the recording stamp, of the terms of this Conservation Easement.

26. Notices. Any notices, demands, requests, consent, approval, or other communication required under this Conservation Easement will be sent in writing by certified mail, by personal delivery or by overnight courier (e.g., FedEx, UPS, USPS Express Mail) to the following addresses or to such addresses as hereafter may be specified by written notice. Copies of a communication sent to one party must be sent to all other parties. Notice will be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or upon three (3) days after deposit into the United States mail in the case of mailing by certified mail.

TO GRANTOR: Mitigate Tennessee, LLC
209 Renaissance Drive
Hallsville, Texas 75650

TO GRANTEE: North American Land Trust
100 Hickory Hill Road
P.O. Box 467
Chadds Ford, PA 19317

TO CORPS: U.S. Army Corps of Engineers
Nashville District

3701 Bell Road
Nashville, TN 37214
Attn: Chief, Technical Services Branch

TO TDEC: Tennessee Department of Environment and Conservation
Division of Water Resources
711 R.S. Gass Blvd.
Nashville, TN 37216
Attn: Natural Resources Unit Manager

27. No Waiver. Enforcement of the terms of this Conservation Easement is at the discretion of Grantee, the Corps or the TDEC. The failure, delay, omission, or forbearance of Grantee, the Corps or TDEC, for any reason whatsoever, to exercise any right or remedy under this Conservation Easement in the event of any breach or violation of any term of this Conservation Easement will not be construed a waiver or estoppel of such term, any subsequent breach of the same or any other term of this Conservation Easement, or impair any rights or remedies of Grantee, the Corps or TDEC under this Conservation Easement.

28. Severability. Should any portion of this Conservation Easement or the application thereof to any person or circumstance be found invalid or unenforceable, the remainder of the provisions of this instrument, or application of such provisions to persons or circumstances other than those as to which they are found to be invalid or unenforceable, as the case may be, will continue in full force and effect.

29. Extinguishment. If circumstances arise in the future that render the preservation of Conservation Values or the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement may be terminated or extinguished, in whole or in part, by mutual agreement of Grantor and Grantee and with the written approval of the Corps and TDEC or by judicial proceedings in a court of competent jurisdiction.

30. Controlling Law. The interpretation and performance of this Conservation Easement will be governed by the laws of the United States and the State of Tennessee, disregarding the conflicts of law principles of the state.

31. Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement will be liberally construed to accomplish the purpose of this Conservation Easement and the policy and purpose of Tennessee Code Annotated §§ 66-9-301, *et seq.* If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid will be favored over any interpretation that would render it invalid.

32. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not part of this instrument and will have no effect upon its construction or interpretation.

33. Jurisdictional Waters. The Protected Property will remain protected even though it may later be determined, through case law decisions or otherwise, not to have jurisdictional waters of the United States.

34. Entire Agreement. This instrument, including its exhibits and documents incorporated herein by reference in the instrument, together set forth the entire agreement of Grantor, Grantee, and the Corps or TDEC with respect to the Conservation Easement and supersede all prior discussions, negotiations, understandings, or agreements of such parties relating to the Conservation Easement. No alteration or variation of this Conservation Easement will be valid or binding unless contained in an amendment in accordance with Section 21.

35. General Disclaimer. The Corps, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Conservation Easement, or violations of any federal, state, or local laws, including all environmental laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature, and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantor or Grantee may be subject to or incur relating to the Protected Property.

36. Exhibits. The following exhibits referenced in this Conservation Easement are attached to and incorporated by reference herein:

Exhibit A – Description of Protected Property

Exhibit B – Survey Plat of Protected Property

TO HAVE AND TO HOLD this Conservation Easement together with all and singular the appurtenances and privileges belonging or in any way pertaining thereto, either in law or in equity, either in possession or expectancy, for the proper use and benefit of the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement as of the day, month and year first above written.

GRANTOR:

MITIGATE TENNESSEE, LLC

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE)

COUNTY OF _____)

Personally appeared before me, _____, a Notary Public of said County and State, _____, the _____ of Mitigate Tennessee, LLC, a Nevada limited liability company, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument in the capacity therein described and for the purposes therein contained.

Witness my hand and seal, at Office in _____, _____, this _____ day of _____, 20____.

Notary Public
My Commission Expires: _____
NOTARY NUMBER: _____

Grantee, the North American Land Trust, does hereby accept the above Conservation Easement Deed.

GRANTEE:

NORTH AMERICAN LAND TRUST

By: _____
Steven W. Carter, President

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CHESTER)

On this, the _____ day of _____, _____, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Steven W. Carter, who acknowledged himself to be the President of North American Land Trust, a Pennsylvania Non-Profit Corporation, and that he as such officer, being authorized to do so, executed the foregoing conservation easement for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

Smokey Run

Lying and situated in the 5th Civil District of Roane County Tennessee and being more particularly bounded and described as follows:

MITIGATION EASEMENT 1

BEGINNING at a point in the line Parcel 002.00 and property now or formerly belonging to Bennie S. Goins & David C. Williams (Deed Book 1668 Page 950) located North 37 Degrees 15 Minutes 55 Seconds West, a distance of 16.06 from a point in the center of a gravel road being the most Southern point of Parcel 002.00 located North 37 Degrees 55 Minutes 14 Seconds East, a distance of 2556.99 feet from the intersection of Smokey Run Road and Eagle Furnace Road; thence with the line of Goins & Williams the following two calls: 1) North 37 Degrees 15 Minutes 55 Seconds West, a distance of 92.10 feet to a 5/8" iron rod (MBI); 2) North 42 Degrees 31 Minutes 47 Seconds West, a distance of 238.91 feet to a point; thence leaving the line of Goins & Williams within the bounds of Parcel 002.00 the following twenty seven calls: 1) North 32 Degrees 26 Minutes 05 Seconds East, a distance of 127.20 feet to a point; 2) North 16 Degrees 03 Minutes 34 Seconds East, a distance of 181.97 feet to a point; 3) North 34 Degrees 52 Minutes 32 Seconds East, a distance of 372.08 feet to a point; 4) North 29 Degrees 26 Minutes 57 Seconds East, a distance of 269.25 feet to a point; 5) North 50 Degrees 33 Minutes 04 Seconds West, a distance of 205.90 feet to a point; 6) North 74 Degrees 01 Minutes 20 Seconds West, a distance of 281.57 feet to a point; 7) North 15 Degrees 52 Minutes 46 Seconds West, a distance of 115.79 feet to a point; 8) North 42 Degrees 28 Minutes 59 Seconds East, a distance of 223.64 feet to a point; 9) South 70 Degrees 38 Minutes 33 Seconds East, a distance of 296.72 feet to a point; 10) North 64 Degrees 32 Minutes 12 Seconds East, a distance of 195.52 feet to a point; 11) South 61 Degrees 25 Minutes 59 Seconds East, a distance of 478.17 feet to a point on the Western side of a gravel road; 12) with the Western side of the gravel road South 28 Degrees 10 Minutes 09 Seconds West, a distance of 176.12 feet to a point; 13) South 26 Degrees 51 Minutes 19 Seconds West, a distance of 254.57 feet to a point; 14) South 32 Degrees 11 Minutes 10

Exhibit A

Seconds West, a distance of 83.29 feet to a point; 15) South 41 Degrees 35 Minutes 03 Seconds West, a distance of 229.78 feet to a point; 16) South 24 Degrees 52 Minutes 19 Seconds West, a distance of 71.69 feet to a point; 17) South 00 Degrees 35 Minutes 05 Seconds East, a distance of 23.04 feet to a point; 18) South 15 Degrees 38 Minutes 56 Seconds West, a distance of 39.84 feet to a point; 19) South 46 Degrees 22 Minutes 17 Seconds West, a distance of 69.11 feet to a point; 20) South 31 Degrees 44 Minutes 45 Seconds West, a distance of 53.36 feet to a point; 21) South 20 Degrees 22 Minutes 28 Seconds West, a distance of 115.22 feet to a point; 22) South 26 Degrees 01 Minutes 36 Seconds West, a distance of 106.25 feet to a point; 23) South 20 Degrees 10 Minutes 43 Seconds West, a distance of 19.94 feet to a point; 24) South 47 Degrees 37 Minutes 49 Seconds West, a distance of 82.35 feet to a point; 25) South 45 Degrees 47 Minutes 10 Seconds West, a distance of 62.38 feet to a point; 26) South 31 Degrees 42 Minutes 35 Seconds West, a distance of 108.25 feet to a point; 27) South 37 Degrees 35 Minutes 05 Seconds West a distance of 69.97 feet to **the POINT OF BEGINNING** and containing 16.72 acres.

MITIGATION EASEMENT 2

BEGINNING at a point within the bounds of Parcel 002.00 located North 40 Degrees 09 Minutes 09 Seconds West, a distance of 362.97 feet from a point in the center of a gravel road being the most Southern point of Parcel 002.00; thence within the bounds of Parcel 002.00 the following forty seven calls: 1) North 31 Degrees 14 Minutes 21 Seconds West, a distance of 256.92 feet to a point; 2) North 28 Degrees 31 Minutes 57 Seconds West, a distance of 203.54 feet to a point; 3) North 12 Degrees 51 Minutes 55 Seconds West, a distance of 409.59 feet to a point in the line of Parcel 002.00 and property now or formerly belonging to Bennie S. Goins & David C. Williams (Deed Book 1668 Page 950); 4) with the line of Goins & Williams North 17 Degrees 12 Minutes 08 Seconds East, a distance of 78.34 feet to a nail on a fence post; thence North 01 Degrees 20 Minutes 14 Seconds West, a distance of 81.54 feet to a nail on a fence post; thence North 12 Degrees 25 Minutes 15 Seconds West, a distance of 78.51 feet to a 22" poplar tree; thence North 31 Degrees 15 Minutes 31 Seconds West, a distance of 124.18 feet to a tree stump; thence North 32 Degrees 50 Minutes 56 Seconds West, a distance of 182.53 feet to a 6" maple tree; thence North 34 Degrees 52 Minutes 23 Seconds West, a distance of 161.56 feet to a fence post; thence North 38 Degrees 11 Minutes 17 Seconds West, a distance of 349.72 feet to a fence post; thence North 06 Degrees 25 Minutes 01 Seconds West, a distance of 188.41 feet to a fence post; thence North 32 Degrees 28 Minutes 24 Seconds West, a distance of 216.76 feet to a fence post; thence North 18 Degrees 04 Minutes 17 Seconds West, a distance of 263.79 feet to a 20" white oak tree; thence North 45 Degrees 54 Minutes 55 Seconds West, a distance of 239.14 feet to a 15" poplar tree; thence North 26 Degrees 06 Minutes 22 Seconds West, a distance of 80.89 feet to a point; thence leaving the line of Goins & Williams within the bounds of Parcel 002.00 the following thirty three calls: 1) North 68 Degrees 03 Minutes 12 Seconds East, a distance of 53.93 feet to a point; 2) South 53 Degrees 12 Minutes 13

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Seconds East, a distance of 112.19 feet to a point; 3) South 42 Degrees 49 Minutes 21 Seconds East, a distance of 186.32 feet to a point; 4) North 46 Degrees 59 Minutes 03 Seconds East, a distance of 233.17 feet to a point; 5) North 41 Degrees 39 Minutes 47 Seconds East, a distance of 336.47 feet to a point; 6) North 28 Degrees 25 Minutes 37 Seconds East, a distance of 305.64 feet to a point; 7) North 88 Degrees 40 Minutes 04 Seconds East, a distance of 112.01 feet to a point; 8) South 14 Degrees 55 Minutes 54 Seconds East, a distance of 101.07 feet to a point; 9) South 29 Degrees 44 Minutes 41 Seconds West, a distance of 272.94 feet to a point; 10) South 40 Degrees 28 Minutes 04 Seconds West, a distance of 302.94 feet to a point; 11) South 44 Degrees 34 Minutes 17 Seconds West, a distance of 369.22 feet to a point; 12) South 21 Degrees 07 Minutes 30 Seconds East, a distance of 262.82 feet to a point; 13) North 41 Degrees 34 Minutes 49 Seconds East, a distance of 232.01 feet to a point; 14) North 61 Degrees 00 Minutes 14 Seconds East, a distance of 123.56 feet to a point; 15) North 48 Degrees 46 Minutes 11 Seconds East, a distance of 476.12 feet to a point; 16) South 57 Degrees 22 Minutes 51 Seconds East, a distance of 115.94 feet to a point; 17) South 11 Degrees 31 Minutes 25 Seconds West, a distance of 136.87 feet to a point; 18) South 58 Degrees 20 Minutes 21 Seconds West, a distance of 183.57 feet to a point; 19) South 47 Degrees 22 Minutes 10 Seconds West, a distance of 267.24 feet to a point; 20) South 68 Degrees 50 Minutes 20 Seconds West, a distance of 86.57 feet to a point; 21) South 40 Degrees 29 Minutes 10 Seconds West, a distance of 280.77 feet to a point; 22) South 07 Degrees 23 Minutes 59 Seconds West, a distance of 101.10 feet to a point; 23) South 37 Degrees 52 Minutes 30 Seconds East, a distance of 89.08 feet to a point; 24) North 54 Degrees 47 Minutes 42 Seconds East, a distance of 286.84 feet to a point; 25) South 66 Degrees 13 Minutes 04 Seconds East, a distance of 83.95 feet to a point; 26) South 06 Degrees 54 Minutes 41 Seconds East, a distance of 86.57 feet to a point; 27) South 49 Degrees 43 Minutes 00 Seconds West, a distance of 279.92 feet to a point; 28) South 36 Degrees 02 Minutes 36 Seconds East, a distance of 343.00 feet to a point; 29) South 37 Degrees 58 Minutes 05 Seconds East, a distance of 206.54 feet to a point; 30) South 16 Degrees 40 Minutes 35 Seconds East, a distance of 475.90 feet to a point; 31) South 31 Degrees 57 Minutes 59 Seconds East, a distance of 370.54 feet to a point; 32) South 15 Degrees 59 Minutes 45 Seconds West, a distance of 205.31 feet to a point; 33) South 32 Degrees 10 Minutes 41 Seconds West a distance of 114.84 feet to the **POINT OF BEGINNING** and containing 16.12 acres.

MITIGATION EASEMENT 3

BEGINNING at a point within the bounds of Parcel 002.00 located North 31 Degrees 10 Minutes 41 Seconds, a distance of 1579.86 feet from a point in the center of a gravel road being the most Southern corner of Parcel 002.00; thence within the bounds of Parcel 002.00 the following thirty two calls: 1) North 61 Degrees 26 Minutes 32 Seconds West, a distance of 457.21 feet to a point; 2) North 64 Degrees 32 Minutes 12 Seconds East, a distance of 221.82 feet to a point; 3) North 43 Degrees 27 Minutes 19 Seconds West, a distance of 84.83 feet to a point; 4) North 02 Degrees 40 Minutes 27 Seconds East, a distance of 181.10 feet to a point; 5) North 36 Degrees 04 Minutes 04 Seconds East, a distance of 58.14 feet to a point; 6) North 19 Degrees 08 Minutes 03 Seconds East, a distance of 70.95 feet to a point; 7) North 36 Degrees 23 Minutes 55 Seconds East, a distance of 34.84 feet to a point; 8) North 46 Degrees 57 Minutes 53 Seconds East, a distance of 55.54 feet to a point; 9) North 34 Degrees 30 Minutes 11 Seconds East, a distance of 135.73 feet to a point; 10) South 81 Degrees 29 Minutes 42 Seconds East, a distance of 154.21 feet to a point; 11) North 27 Degrees 14 Minutes 50 Seconds East, a distance of 230.19 feet to a point; 12) North 56 Degrees 06 Minutes 14 Seconds West, a distance of 167.33 feet to a point; 13) North 30 Degrees 35 Minutes 04 Seconds West, a distance of 121.60 feet to a point; 14) North 58 Degrees 15 Minutes 09 Seconds East, a distance of 213.21 feet to a point; 15) North 40 Degrees 02 Minutes 11 Seconds East, a distance of 107.36 feet to a point; 16) North 60 Degrees 47 Minutes 12 Seconds East, a distance of 133.14 feet to a point; 17) North 33 Degrees 47 Minutes 27 Seconds East, a distance of 205.74 feet to a point; 18) South 63 Degrees 15 Minutes 46 Seconds East, a distance of 332.55 feet to a point; 19) South 41 Degrees 26 Minutes 35 Seconds West, a distance of 42.65 feet to a point; 20) South 43 Degrees 12 Minutes 43 Seconds West, a distance of 280.50 feet to a point; 21) South 08 Degrees 26 Minutes 01 Seconds West, a distance of 66.96 feet to a point; 22) South 07 Degrees 04 Minutes 06 Seconds East, a distance of

Exhibit A

119.18 feet to a point; 23) South 12 Degrees 57 Minutes 12 Seconds West, a distance of 94.45 feet to a point; 24) South 33 Degrees 34 Minutes 31 Seconds West, a distance of 55.28 feet to a point; 25) South 35 Degrees 42 Minutes 42 Seconds West, a distance of 171.74 feet to a point; 26) South 23 Degrees 40 Minutes 20 Seconds West, a distance of 70.24 feet to a point; 27) South 17 Degrees 05 Minutes 58 Seconds West, a distance of 188.06 feet to a point; 28) South 28 Degrees 38 Minutes 54 Seconds West, a distance of 172.99 feet to a point; 29) South 24 Degrees 26 Minutes 53 Seconds West, a distance of 135.13 feet to a point; 30) South 33 Degrees 15 Minutes 15 Seconds West, a distance of 32.79 feet to a point; 31) South 36 Degrees 26 Minutes 18 Seconds West, a distance of 97.68 feet to a point; 32) South 31 Degrees 32 Minutes 01 Seconds West a distance of 217.55 feet to the **POINT OF BEGINNING** and containing 15.93 acres.

MITIGATION EASEMENT 4

BEGINNING at a point within the bounds of Parcel 002.00 located North 16 Degrees 21 Minutes 13 Seconds, a distance of 2016.74 feet from a point in the center of a gravel road, being the most Southern point in Parcel 002.00; thence within the bounds of Parcel 002.00 the following twenty seven calls: 1) North 11 Degrees 01 Minutes 05 Seconds West, a distance of 324.61 feet to a point; 2) North 01 Degrees 36 Minutes 22 Seconds West, a distance of 232.30 feet to a point; 3) North 19 Degrees 58 Minutes 59 Seconds West, a distance of 304.81 feet to a point; 4) North 34 Degrees 17 Minutes 46 Seconds West, a distance of 383.99 feet to a point; 5) North 52 Degrees 15 Minutes 48 Seconds West, a distance of 315.57 feet to a point; 6) North 52 Degrees 52 Minutes 59 Seconds West, a distance of 302.09 feet to a point; 7) North 64 Degrees 17 Minutes 24 Seconds West, a distance of 130.06 feet to a point; 8) North 46 Degrees 08 Minutes 45 Seconds West, a distance of 153.48 feet to a point; 9) North 84 Degrees 26 Minutes 49 Seconds West, a distance of 156.99 feet to a point; 10) North 24 Degrees 01 Minutes 02 Seconds West, a distance of 92.23 feet to a point; 11) North 40 Degrees 51 Minutes 44 Seconds East, a distance of 103.82 feet to a point; 12) South 82 Degrees 31 Minutes 09 Seconds East, a distance of 216.69 feet to a point; 13) North 17 Degrees 17 Minutes 03 Seconds East, a distance of 92.78 feet to a point; 14) North 83 Degrees 14 Minutes 50 Seconds East, a distance of 77.14 feet to a point; 15) South 67 Degrees 37 Minutes 11 Seconds East, a distance of 79.80 feet to a point; 16) South 01 Degrees 40 Minutes 06 Seconds East, a distance of 223.62 feet to a point; 17) South 60 Degrees 05 Minutes 11 Seconds East, a distance of 182.77 feet to a point; 18) South 52 Degrees 09 Minutes 17 Seconds East, a distance of 474.61 feet to a point; 19) South 44 Degrees 10 Minutes 54 Seconds East, a distance of 214.85 feet to a point; 20) South 24 Degrees 02 Minutes 39 Seconds East, a distance of 463.38 feet to a point; 21) South 28 Degrees 06 Minutes 37 Seconds East, a distance of 219.23 feet to a point; 22) South 09 Degrees 34 Minutes 59 Seconds East, a

Exhibit A

distance of 262.21 feet to a point; 23) South 35 Degrees 06 Minutes 43 Seconds West, a distance of 137.56 feet to a point; 24) South 47 Degrees 05 Minutes 20 Seconds West, a distance of 54.72 feet to a point; 25) South 36 Degrees 21 Minutes 02 Seconds West, a distance of 37.99 feet to a point; 26) South 19 Degrees 14 Minutes 24 Seconds West, a distance of 72.31 feet to a point; 27) South 36 Degrees 23 Minutes 03 Seconds West a distance of 32.35 feet to the **POINT OF BEGINNING** and containing 10.15 acres.

MITIGATION EASEMENT 5

BEGINNING at a point within the bounds of Parcel 002.00 located North 17 Degrees 22 Minutes 56 Seconds, a distance of 2716.71 feet from a point in the center of a gravel road, being the most Southern point in Parcel 002.00; thence within the bounds of Parcel 002.00 the following twenty five calls: 1) North 30 Degrees 39 Minutes 03 Seconds West, a distance of 135.84 feet to a point; 2) North 33 Degrees 07 Minutes 47 Seconds West, a distance of 246.18 feet to a point; 3) North 30 Degrees 49 Minutes 59 Seconds West, a distance of 326.03 feet to a point; 4) North 21 Degrees 36 Minutes 27 Seconds West, a distance of 457.92 feet to a point; 5) North 31 Degrees 27 Minutes 51 Seconds West, a distance of 511.39 feet to a point; 6) North 45 Degrees 00 Minutes 00 Seconds West, a distance of 110.49 feet to a point; 7) North 19 Degrees 39 Minutes 14 Seconds West, a distance of 161.31 feet to a point; 8) North 31 Degrees 51 Minutes 21 Seconds West, a distance of 239.71 feet to a point; 9) North 38 Degrees 10 Minutes 22 Seconds East, a distance of 88.83 feet to a point; 10) North 73 Degrees 48 Minutes 21 Seconds East, a distance of 91.98 feet to a point; 11) North 41 Degrees 06 Minutes 15 Seconds East, a distance of 268.36 feet to a point; 12) South 60 Degrees 29 Minutes 18 Seconds East, a distance of 132.16 feet to a point; 13) South 17 Degrees 18 Minutes 02 Seconds West, a distance of 138.65 feet to a point; 14) South 43 Degrees 06 Minutes 12 Seconds West, a distance of 231.84 feet to a point; 15) South 30 Degrees 01 Minutes 03 Seconds East, a distance of 180.90 feet to a point; 16) South 42 Degrees 20 Minutes 45 Seconds East, a distance of 231.96 feet to a point; 17) North 70 Degrees 24 Minutes 28 Seconds East, a distance of 135.91 feet to a point; 18) South 29 Degrees 36 Minutes 54 Seconds East, a distance of 141.84 feet to a point; 19) South 50 Degrees 52 Minutes 10 Seconds West, a distance of 165.06 feet to a point; 20) South 32 Degrees 03 Minutes 27 Seconds East, a distance of 253.50 feet to a point; 21) South 22 Degrees 28 Minutes 18 Seconds East, a distance of 516.66 feet to a point; 22) South 27 Degrees 59 Minutes 50

Exhibit A

Seconds East, a distance of 194.16 feet to a point; 23) South 49 Degrees 55 Minutes 21 Seconds East, a distance of 430.20 feet to a point; 24) South 41 Degrees 13 Minutes 19 Seconds West, a distance of 90.31 feet to a point; 25) South 58 Degrees 16 Minutes 25 Seconds West a distance of 210.87 feet to the **POINT OF BEGINNING** and containing 11.40 acres.

MITIGATION EASEMENT 6

BEGINNING at a point within the bounds of Parcel 002.00 located North 29 Degrees 19 Minutes 28 Seconds, a distance of 3306.25 feet from a point in the center of a gravel road, being the most Southern point in Parcel 002.00; thence within the bounds of Parcel 002.00 the following nine calls: 1) North 63 Degrees 12 Minutes 06 Seconds West, a distance of 338.48 feet to a point; 2) North 33 Degrees 00 Minutes 03 Seconds East, a distance of 320.91 feet to a point; 3) North 16 Degrees 26 Minutes 35 Seconds East, a distance of 189.85 feet to a point; 4) North 48 Degrees 59 Minutes 13 Seconds West, a distance of 110.30 feet to a point; 5) North 19 Degrees 36 Minutes 26 Seconds East, a distance of 264.20 feet to a point; 6) North 37 Degrees 51 Minutes 32 Seconds East, a distance of 178.56 feet to a point; 7) North 23 Degrees 11 Minutes 21 Seconds West, a distance of 123.47 feet to a point; 8) North 51 Degrees 04 Minutes 36 Seconds West, a distance of 222.90 feet to a point; 9) North 35 Degrees 20 Minutes 45 Seconds East, a distance of 226.17 feet to a point in the line of property now or formerly belonging to Collins (Deed Book 1627 Page 201); thence South 48 Degrees 41 Minutes 53 Seconds East, a distance of 577.53 feet to a point; thence leaving the line of Collins within the bounds of Parcel 002.00 the following twelve calls: 1) South 05 Degrees 44 Minutes 12 Seconds West, a distance of 153.38 feet to a point; 2) South 03 Degrees 16 Minutes 17 Seconds West, a distance of 157.14 feet to a point; 3) South 83 Degrees 25 Minutes 56 Seconds East, a distance of 76.52 feet to a point; 4) South 00 Degrees 04 Minutes 46 Seconds East, a distance of 126.38 feet to a point; 5) South 18 Degrees 26 Minutes 31 Seconds West, a distance of 51.25 feet to a point; 6) South 46 Degrees 27 Minutes 55 Seconds West, a distance of 108.93 feet to a point; 7) South 44 Degrees 47 Minutes 11 Seconds West, a distance of 72.66 feet to a point; 8) South 28 Degrees 43 Minutes 01 Seconds West, a distance of 182.57 feet to a point; 9) South 26 Degrees 06 Minutes 13 Seconds West, a distance of 44.17 feet to a point; 10) South 16 Degrees 11 Minutes 59 Seconds West, a distance of 81.65 feet to a point; 11) South 27 Degrees 50 Minutes 29 Seconds West, a distance of 83.73 feet to a point; 12) South 38 Degrees 38 Minutes 31

Seconds West a distance of 193.08 feet to the **POINT OF BEGINNING** and containing 12.68 acres.

MITIGATION EASEMENT 7

BEGINNING at a point within the bounds of Parcel 002.00 located North 22 Degrees 07 Minutes 08 Seconds, a distance of 3852.05 feet from a point in the center of a gravel road, being the most Southern point in Parcel 002.00; thence within the bounds of Parcel 002.00 the following eighteen calls: 1) North 50 Degrees 52 Minutes 11 Seconds West, a distance of 134.62 feet to a point; 2) North 69 Degrees 06 Minutes 33 Seconds West, a distance of 304.29 feet to a point; 3) North 67 Degrees 37 Minutes 12 Seconds West, a distance of 319.18 feet to a point; 4) North 24 Degrees 56 Minutes 38 Seconds West, a distance of 102.92 feet to a point; 5) North 30 Degrees 57 Minutes 49 Seconds East, a distance of 101.23 feet to a point; 6) South 70 Degrees 29 Minutes 51 Seconds East, a distance of 331.52 feet to a point; 7) South 66 Degrees 48 Minutes 05 Seconds East, a distance of 132.22 feet to a point; 8) North 19 Degrees 03 Minutes 28 Seconds West, a distance of 252.56 feet to a point; 9) North 64 Degrees 22 Minutes 41 Seconds West, a distance of 235.87 feet to a point; 10) North 08 Degrees 58 Minutes 21 Seconds West, a distance of 83.49 feet to a point; 11) North 31 Degrees 42 Minutes 05 Seconds East, a distance of 86.72 feet to a point; 12) North 86 Degrees 18 Minutes 30 Seconds East, a distance of 67.41 feet to a point; 13) South 59 Degrees 28 Minutes 13 Seconds East, a distance of 196.51 feet to a point; 14) South 42 Degrees 52 Minutes 44 Seconds East, a distance of 124.38 feet to a point; 15) South 20 Degrees 44 Minutes 46 Seconds East, a distance of 306.32 feet to a point; 16) South 41 Degrees 01 Minutes 28 Seconds East, a distance of 126.29 feet to a point; 17) South 61 Degrees 23 Minutes 22 Seconds East, a distance of 79.51 feet to a point; 18) South 19 Degrees 26 Minutes 16 Seconds West a distance of 236.35 feet to the **POINT OF BEGINNING** and containing 6.01 acres.

MITIGATION EASEMENT 8

BEGINNING at a point within the bounds of Parcel 002.00 located North 18 Degrees 43 Minutes 52 Seconds, a distance of 4450.49 feet from a point in the center of a gravel road, being the most Southern point in Parcel 002.00; thence within the bounds of Parcel 002.00 the following three calls: 1) North 24 Degrees 38 Minutes 49 Seconds West, a distance of 194.29 feet to a point; 2) North 33 Degrees 57 Minutes 33 Seconds West, a distance of 256.41 feet to a point; 3) North 27 Degrees 13 Minutes 01 Seconds West, a distance of 211.11 feet to a point in the line of property now or formerly belonging to Collins (Deed Book 1627 Page 210); thence South 48 Degrees 41 Minutes 53 Seconds East, a distance of 598.77 feet to a point; thence leaving the line of Collins within the bounds of Parcel 002.00 South 35 Degrees 21 Minutes 44 Seconds West a distance of 222.92 feet to the **POINT OF BEGINNING** and containing 1.48 acres.

MITIGATION EASEMENT 9

BEGINNING at a point within the bounds of Parcel 002.00 located North 11 Degrees 07 Minutes 15 Seconds, a distance of 4991.46 feet from a point in the center of a gravel road, being the most Southern point in Parcel 002.00; thence within the bounds of Parcel 002.00 the following seven calls: 1) North 67 Degrees 55 Minutes 05 Seconds West, a distance of 287.58 feet to a point; 2) North 62 Degrees 07 Minutes 58 Seconds West, a distance of 213.57 feet to a point; 3) North 90 Degrees 00 Minutes 00 Seconds West, a distance of 299.48 feet to a point; 4) North 39 Degrees 48 Minutes 20 Seconds West, a distance of 67.80 feet to a point; 5) North 04 Degrees 11 Minutes 06 Seconds East, a distance of 89.21 feet to a point; 6) North 03 Degrees 14 Minutes 23 Seconds West, a distance of 336.58 feet to a point; 7) North 21 Degrees 09 Minutes 42 Seconds East, a distance of 39.37 feet to a point in the line of property now or formerly belonging to Collins (Deed Book 1627 Page 210); thence South 48 Degrees 41 Minutes 53 Seconds East, a distance of 225.32 feet to a point; thence leaving the line of Collins within the bounds of Parcel 002.00 the following three calls: 1) South 00 Degrees 08 Minutes 37 Seconds East, a distance of 187.14 feet to a point; 2) South 89 Degrees 15 Minutes 21 Seconds East, a distance of 167.11 feet to a point; 3) South 75 Degrees 01 Minutes 03 Seconds East, a distance of 71.32 feet to a point in the line of property now or formerly belonging to Collins (Deed Book 1627 Page 210); thence South 48 Degrees 41 Minutes 53 Seconds East, a distance of 526.12 feet to a point; thence leaving the line of Collins within the bounds of Parcel 002.00 South 14 Degrees 02 Minutes 11 Seconds West a distance of 18.58 feet to the **POINT OF BEGINNING** and containing 3.70 acres.

ROCKWOOD, TENNESSEE

Chris Chait	L. Phillips
Dawn By	L. Phillips
Appet. By:	W. Loom
Field date:	9-9-20
Drawing date:	3-8-22
Last Rev date:	
Scale: 1" = 20'	
Job No. 200596	

1 OF 2



20. Verify current zoning with appropriate government planning agency prior to any site designations or construction.

21. The survey plat does not warrant title.

22. Horizontal coordinates are on TN State Grid NAD83-2011, with elevations on NAVD83. Distances have not been reduced to grid.

23. By graphic plotting, this property lies in Zone X on FEMA Panel 4271-4500-1000, which bears an effective date of November 11, 2009, and is not in a special flood hazard area.

24. As live stream & wetter, ditch locations taken from USGS Quail Map for Rockwood, TN and its Tennessee Lateral Division 1010.

PERCENTAGE OF ACCURACY
 Twenty percent, but this is a Category 1 survey and the ratio of precision of the survey is 1:10,000 as shown herein. No title opinion was furnished to this survey and easements shown and/or not apparent in the field may or may not be discovered by a title search by a title attorney.

A portion of the subject property was surveyed with RTK GPS observations using Trimble R10-2 GPS receivers and conforms to redundancy and accuracy required to comply with rules set forth by Tennessee Board for Land Surveyors and Tennessee Code Annotated chapter 62.

2/1 Wood Li 3/22/22

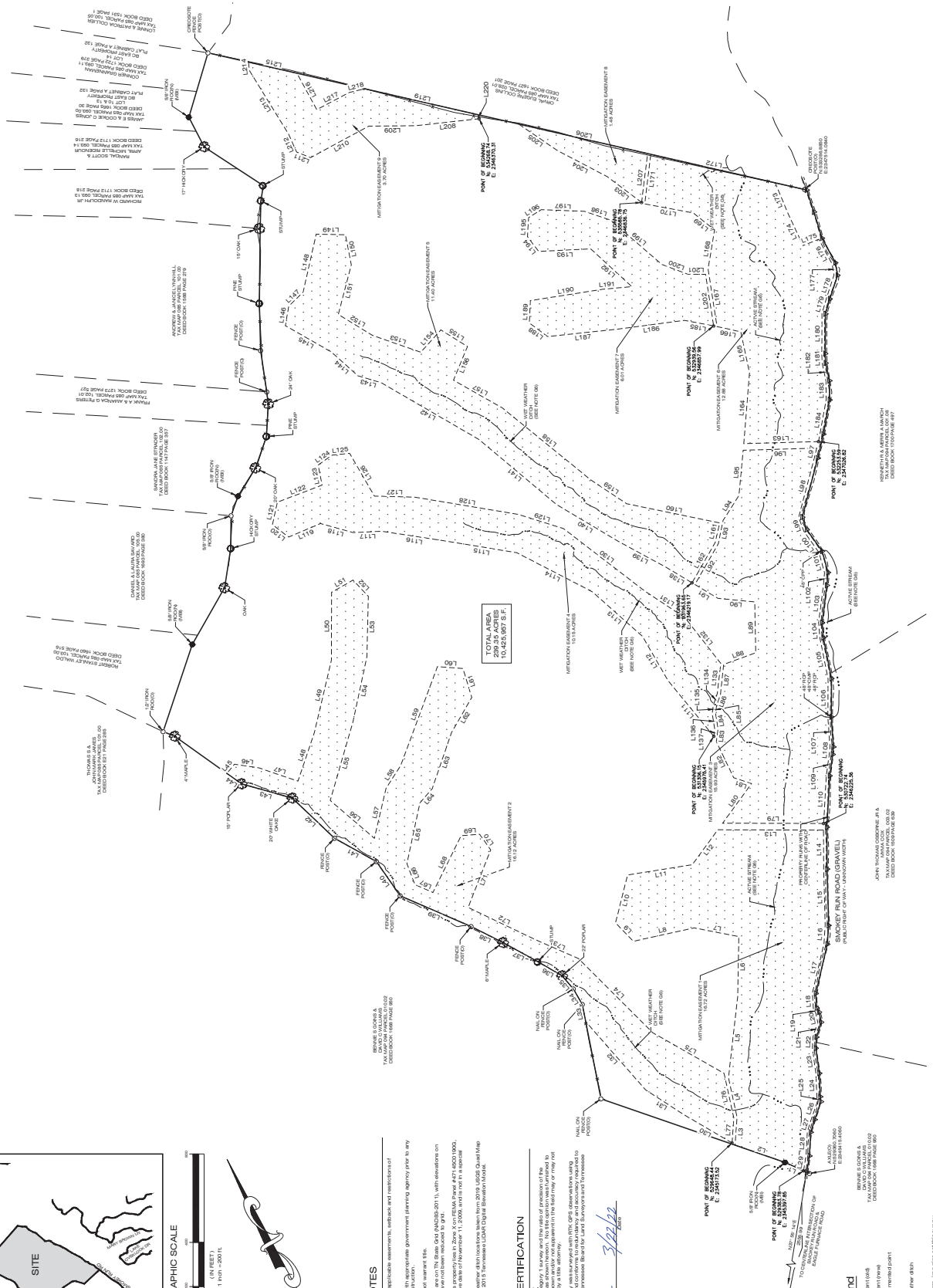


Exhibit B

Line Table Detail

LINE TABLE		
LINE	LENGTH	BEARING
L1	92.10	N37°15'55"W
L2	238.91	N42°31'47"W
L3	127.20	N32°26'05"E
L4	181.97	N16°03'34"E
L5	372.08	N34°52'32"E
L6	269.25	N29°26'57"E
L7	205.90	N50°33'04"W
L8	281.57	N74°01'20"W
L9	115.79	N15°52'46"W
L10	223.64	N42°28'59"E
L11	296.72	S70°38'33"E
L12	195.52	N64°32'12"E
L13	478.17	N61°25'59"W
L14	176.12	S28°10'09"W
L15	254.57	S26°51'19"W
L16	83.29	S32°11'10"W
L17	229.78	S41°35'03"W
L18	71.69	S24°52'19"W
L19	23.04	S00°35'05"E
L20	39.84	S15°38'56"W

LINE TABLE		
LINE	LENGTH	BEARING
L21	69.11	S46°22'17"W
L22	53.36	S31°44'45"W
L23	115.22	S20°22'28"W
L24	106.25	S26°01'36"W
L25	19.94	S20°10'43"W
L26	82.35	S47°37'49"W
L27	62.38	S45°47'10"W
L28	108.25	S31°42'35"W
L29	69.97	S37°35'05"W
L30	256.92	N31°14'21"W
L31	203.54	N28°31'57"W
L32	409.59	N12°51'55"W
L33	78.34	N17°12'08"E
L34	81.54	N01°20'14"W
L35	78.51	N12°25'15"W
L36	124.18	N31°15'31"W
L37	182.53	N32°50'56"W
L38	161.56	N34°52'23"W
L39	349.72	N38°11'17"W
L40	188.41	N06°25'01"W

LINE TABLE		
LINE	LENGTH	BEARING
L41	216.76	N32°28'24"W
L42	263.79	N18°04'17"W
L43	239.14	N45°54'55"W
L44	80.89	N26°06'22"W
L45	53.93	N68°03'12"E
L46	112.19	S53°12'13"E
L47	186.32	S42°49'21"E
L48	233.17	N46°59'03"E
L49	336.47	N41°39'47"E
L50	305.64	N28°25'37"E
L51	112.01	N88°40'04"E
L52	101.07	S14°55'54"E
L53	272.94	S29°44'41"W
L54	302.94	S40°28'04"W
L55	369.22	S44°34'17"W
L56	262.82	S21°07'30"E
L57	232.01	N41°34'49"E
L58	123.56	N61°00'14"E
L59	476.12	N48°46'11"E
L60	115.94	S57°22'51"E

LINE TABLE		
LINE	LENGTH	BEARING
L61	136.87	S11°31'25"W
L62	183.57	S58°20'21"W
L63	267.24	S47°22'10"W
L64	86.57	S68°50'20"W
L65	280.77	S40°29'10"W
L66	101.10	S07°23'59"W
L67	89.08	S37°52'30"E
L68	286.84	N54°47'42"E
L69	83.95	S66°13'04"E
L70	86.57	S06°54'41"E
L71	279.92	S49°43'00"W
L72	343.00	S36°02'36"E
L73	206.54	S37°58'05"E
L74	475.90	S16°40'35"E
L75	370.54	S31°57'59"E
L76	205.31	S15°59'45"W
L77	114.84	S32°10'41"W
L79	457.21	N61°26'32"W
L80	221.82	N64°32'12"E
L81	84.83	N43°27'19"W

LINE TABLE		
LINE	LENGTH	BEARING
L82	181.10	N02°40'27"E
L83	58.14	N36°04'04"E
L84	70.95	N19°08'03"E
L85	34.84	N36°23'55"E
L86	55.54	N46°57'53"E
L87	135.73	N34°30'11"E
L88	154.21	S81°29'42"E
L89	230.19	N27°14'50"E
L90	167.33	N56°06'14"W
L91	121.60	N30°35'04"W
L92	213.21	N58°15'09"E
L93	107.36	N40°02'11"E
L94	133.14	N60°47'12"E
L95	205.74	N33°47'27"E
L96	332.55	S63°15'46"E
L97	42.65	S41°26'35"W
L98	280.50	S43°12'43"W
L99	66.96	S08°26'01"W
L100	119.18	S07°04'06"E
L101	94.45	S12°57'12"W

LINE TABLE		
LINE	LENGTH	BEARING
L102	55.28	S33°34'31"W
L103	171.74	S35°42'42"W
L104	70.24	S23°40'20"W
L105	188.06	S17°05'58"W
L106	172.99	S28°38'54"W
L107	135.13	S24°26'53"W
L108	32.79	S33°15'15"W
L109	97.68	S36°26'18"W
L110	217.55	S31°32'01"W
L111	324.61	N11°01'05"W
L112	232.30	N01°36'22"W
L113	304.81	N19°58'59"W
L114	383.99	N34°17'46"W
L115	315.57	N52°15'48"W
L116	302.09	N52°52'59"W
L117	130.06	N64°17'24"W
L118	153.48	N46°08'45"W
L119	156.99	N84°26'49"W
L120	92.23	N24°01'02"W
L121	103.82	N40°51'44"E

LINE TABLE		
LINE	LENGTH	BEARING
L122	216.69	S82°31'09"E
L123	92.78	N17°17'03"E
L124	77.14	N83°14'50"E
L125	79.80	S67°37'11"E
L126	223.62	S01°40'06"E
L127	182.77	S60°05'11"E
L128	474.61	S52°09'17"E
L129	214.85	S44°10'54"E
L130	463.38	S24°02'39"E
L131	219.23	S28°06'37"E
L132	262.21	S09°34'59"E
L133	137.56	S35°06'43"W
L134	54.72	S47°05'20"W
L135	37.99	S36°21'02"W
L136	72.31	S19°14'24"W
L137	32.35	S36°23'03"W
L138	135.84	N30°39'03"W
L139	246.18	N33°07'47"W
L140	326.03	N30°49'59"W
L141	457.92	N21°36'27"W

LINE TABLE		
LINE	LENGTH	BEARING
L142	511.39	N31°27'51"W
L143	110.49	N45°00'00"W
L144	161.31	N19°39'14"W
L145	239.71	N31°51'21"W
L146	88.83	N38°10'22"E
L147	91.98	N73°48'21"E
L148	268.36	N41°06'15"E
L149	132.16	S60°29'18"E
L150	138.65	S17°18'02"W
L151	231.84	S43°06'12"W
L152	180.90	S30°01'03"E
L153	231.96	S42°20'45"E
L154	135.91	N70°24'28"E
L155	141.84	S29°36'54"E
L156	165.06	S50°52'10"W
L157	253.50	S32°03'27"E
L158	516.66	S22°28'18"E
L159	194.16	S27°59'50"E
L160	430.20	S49°55'21"E
L161	90.31	S41°13'19"W

LINE TABLE		
LINE	LENGTH	BEARING
L162	210.87	S58°16'25"W
L163	338.48	N63°12'06"W
L164	320.91	N33°00'03"E
L165	189.85	N16°26'35"E
L166	110.30	N48°59'13"W
L167	264.20	N19°36'26"E
L168	178.56	N37°51'32"E
L169	123.47	N23°11'21"W
L170	222.90	N51°04'36"W
L171	226.17	N35°20'45"E
L172	577.53	S48°41'53"E
L173	153.38	S05°44'12"W
L174	157.14	S03°16'17"W
L175	76.52	S83°25'56"E
L176	126.38	S00°04'46"E
L177	51.25	S18°26'31"W
L178	108.93	S46°27'55"W
L179	72.66	S44°47'11"W
L180	182.57	S28°43'01"W
L181	44.17	S26°06'13"W

LINE TABLE		
LINE	LENGTH	BEARING
L182	81.65	S16°11'59"W
L183	83.73	S27°50'29"W
L184	193.08	S38°38'31"W
L185	134.62	N50°52'11"W
L186	304.29	N69°06'33"W
L187	319.18	N67°37'12"W
L188	102.92	N24°56'38"W
L189	101.23	N30°57'49"E
L190	331.52	S70°29'51"E
L191	132.22	S66°48'05"E
L192	252.56	N19°03'28"W
L193	235.87	N64°22'41"W
L194	83.49	N08°58'21"W
L195	86.72	N31°42'05"E
L196	67.41	N86°18'30"E
L197	196.51	S59°28'13"E
L198	124.38	S42°52'44"E
L199	306.32	S20°44'46"E
L200	126.29	S41°01'28"E
L201	79.51	S61°23'22"E

LINE TABLE		
LINE	LENGTH	BEARING
L202	236.35	S19°26'16"W
L203	194.29	N24°38'49"W
L204	256.41	N33°57'33"W
L205	211.11	N27°13'01"W
L206	598.77	S48°41'53"E
L207	222.92	S35°21'44"W
L208	287.58	N67°55'05"W
L209	213.57	N62°07'58"W
L210	299.48	N90°00'00"W
L211	67.80	N39°48'20"W
L212	89.21	N04°11'06"E
L213	336.58	N03°14'23"W
L214	39.37	N21°09'42"E
L215	225.32	S48°41'53"E
L216	187.14	S00°08'37"E
L217	167.11	S89°15'21"E
L218	71.32	S75°01'03"E
L219	526.12	S48°41'53"E
L220	18.58	S14°02'11"W