



St Elmo Trail Preservation Project Project Design Document List

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- Declaration of Conservation Restrictions and Covenants
- Carbon Quantification
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- Historical Imagery
- Stand Type Report
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St. Elmo Preservation Project Design Document

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PROJECT OVERVIEW

Basic Project Details

Project Name: St. Elmo Preservation

Project Number: 012

Project Type: Preservation Project (under the Tree Preservation Protocol – version 9.40, dated September 6, 2020)

Project Start Date: February 16, 2021

Project Location: Chattanooga, TN

Project Operator Name: Lookout Mountain Conservancy

Project Operator Contact: Holly Odell - Community Engagement Coordinator,
holly@lookoutmountainconservancy.org

Project Area Parcels

List of parcel or parcels covered by the Preservation Commitment(s), collectively defining the Properties, noting which ones contain the Project Area, each with a unique identifier.

Jurisdiction / Location	Property Name	Property Parcel Number	Description / Notes
Chattanooga, TN	St. Elmo Preservation Project: Tract 1	167G-A-006	Forested project area is 58.1 acres
		167G-A-009	
	St. Elmo Preservation Project: Tract 2	167G-B-018	
		167G-B-017	
		167G-B-016	
		167G-B-002	
		167G-B-003	
		167G-B-005	
		167G-B-006	
	St. Elmo Preservation Project: Tract 3	167J-A-027	
		167J-A-028	
		167J-A-029	
		167J-A-030	
		167J-A-031	
		167J-A-032	
	St. Elmo Preservation Project: Tract 4	167J-A-016	
	St. Elmo Preservation Project: Tract 5	167G-A-012	
		167G-A-013	
	St. Elmo Preservation Project: Tract 6	167P-A-002	
		167P-A-003	
St. Elmo Preservation Project: Tract 7	167J-A-006		
St. Elmo Preservation Project: Tract 8	167J-A-002		
	167J-A-003		
	167J-A-004		
	167J-A-005		
St. Elmo Preservation Project: Tract 9	167J-A-001		

	St. Elmo Preservation Project: Tract 10	167G-B-001	
		167G-A-023	
		167G-A-022	
		167G-A-021	
		167G-A-020	
		167G-A-019	
		167G-A-018	
		167G-A-007	
		167G-A-008	
		167G-A-010	
		167G-A-011	
		167G-A-014	
	167G-A-015		
	St. Elmo Preservation Project: Tract 11	167G-B-021	
	St. Elmo Preservation Project: Newly purchased parcels (2/15/2021)	167G-B-015	
167G-B-019			
167G-B-020			
		167G-B-022	

Project Area Ownership

Project Operator must demonstrate ownership of potential credits or eligibility to receive potential credits. If the Project Operator is not the same as the landowner, provide agreement(s) between Project Operator and landowner authorizing Project Operator to execute this project. Include documentation including title/filename as an attachment.

Project Owner: Lookout Mountain Conservancy

Additional Notes: Lookout Mountain Conservancy purchased the first 40 parcels of the St. Elmo property June 19, 2020. An additional four adjacent parcels were later purchased on February 8, 2021. See attached deeds for proof of ownership.

St. Elmo Trail Preservation began as an effort to simply connect trails from St. Elmo to Lookout Mountain but turned into a community wide effort to preserve forested land at risk of development. Due to the proximity of the area to rapidly developing land, it was important to preserve and protect this forest before it was lost forever. LMC’s goal is to protect mature forest of historical and ecological importance, improve water quality, and expand the Lookout Mountain trail system while earning Carbon+ Credits that will be used to generate much needed revenue to support stewardship and education efforts.

Title/filename of relevant attachment(s):

- 1_LMC_StElmo_WarrantyDeed_1.pdf
- 2_LMC_StElmo_WarrantyDeed_2.pdf
- 3_LMC_StElmo_RoadAbandonment.pdf

LOCATION OF PROJECT AREA (Section 1.3, 1.4)

Location Eligibility

Project Areas must be located in parcels within or along the boundary of at least one of the following criteria. Describe how the Project Area(s) meet the location criteria.

- A) The Urban Area boundary (“Urban Area”), defined by the most recent publication of the United States Census Bureau*
- B) The boundary of any incorporated city or town created under the law of its state;*
- C) The boundary of any unincorporated city, town, or unincorporated urban area created or designated under the law of its state;*
- D) The boundary of land owned, designated, and used by a municipal or quasi-municipal entity such as a utility for source water or water shed protection;*
- E) A transportation, power transmission, or utility right of way, provided the right of way begins, ends, or passes through some portion of A through D above.*

Project Area location eligibility description. *Include title/filename of relevant attachments.*

The project area meets the location eligibility for criteria B by being contained within the boundary of the City of Chattanooga, TN. The property is situated between the Chickamauga & Chattanooga National Military Park and St. Elmo, a historic neighborhood. The project area is comprised of 44 parcels and is a total of approximately 58.1 acres.

Maps

Provide a map of the Project Area with geospatial location vector data in 1) pdf form and 2) any file type that can be imported and read by Google Earth Pro (example KML, KMZ, or Shapefile format). Map should include relevant urban/town boundaries, legend, and project area. Include title/filename of relevant attachments.

Geospatial location (boundaries) of Project Area

Title/filename of relevant attachment(s):

4_LMC_StElmo_GeospatialMap_Shapefile.zip

Regional-scale map of Project Area

Title/filename of relevant attachment(s):

City of Chattanooga Reference Map:

5_LMC_StElmo_Chattanooga_ReferenceMap_2010CensusUrbanizedArea.pdf

Regional Map:

6_LMC_StElmo_RegionalMap_ChattanoogaCityLimits.pdf

Map(s) of Project Area

Title/filename of relevant attachment(s):

7_LMC_StElmo_ProjectAreaMap.pdf

DEMONSTRATION OF THREAT OF LOSS (Section 4.2, 4.3)

Project Operator must demonstrate that the Project Area is eligible per existing land use designations. Provide evidence to support the following statement: "Prior to the Preservation Commitment(s), the Project Trees were not preserved from removal through a Recorded Encumbrance, Governmental Preservation of Trees on Public Land, or other prohibitions on their removal."

Describe all "overlay zones", critical areas and their protection buffers, legal encumbrances, and any other pre-existing tree/forest restrictions that may have hindered removal of the Project Trees (in the pre-Preservation Commitment condition). If such pre-existing tree/forest restrictions cover any portion of the Project Area, explain how such restrictions still permitted development and tree removal (such that there was a verifiable threat of loss consistent with your Quantification) and provide supporting evidence including a map.

Land use designation(s) for the Project Area:

City of Chattanooga and Hamilton County zoning classification R1 (low density residential, 7,500 square foot minimum lot size and intended for single-family dwellings).

Overall Explanation:

The project area is in the historic St. Elmo neighborhood of Chattanooga, TN. There are no pre-existing easements or restrictions that protect the project area trees.

The St. Elmo property is zoned for low density residential development. Over 60% of the surrounding property is zoned for residential use and 33.58% of the properties touching the perimeter of the project area have been developed and currently have residential structures on them. Current use zoning codes and visual confirmation using GIS were utilized to determine this percentage. Please refer to the attached Improved Use Perimeter Analysis.

Title/filename of relevant attachment(s):

8_LMC_StElmo_ImprovedUsePerimeterAnalysis.pdf

PRESERVATION COMMITMENT

Provide a complete copy of the written Preservation Commitment. Include title/filename, date, and term. If the Project Operator (PO) is not the same as the landowner and the carbon rights (right of PO to receipt and disposal of credits) are not established in the Preservation Commitment itself, then attach the agreement establishing these rights. If Project Area does not have the same boundaries as Preservation Commitment, please state the reasons why, and reference the PDD section(s) where those reasons are discussed in detail.

Title/filename of relevant attachment(s):

9_LMC_StElmo_Declaration_of_Conservation_Restrictions_and_Covenants

Date: 2/16/2021

Preservation Term (years applicable): in perpetuity

Additional Notes:

The Declaration of Conservation Easement delineates the prohibited and permitted uses for the St. Elmo property, assigns responsibility to Lookout Mountain Conservancy for the protection and maintenance of the area, and strictly prohibits the removal of any trees that do not meet the standards of required maintenance on unpaved trails. The details related to these activities may be found on p.5 Section 3. PROHIBITED USES; RESERVED RIGHTS OF GRANTOR and p.6-7 Section 4. RESERVED RIGHTS OF OWNER.

MONITORING AND REPORTING

Describe your plans for continuity of operation of this Carbon+ Project, including monitoring and reporting. If Project Operator plans to claim credits for future growth, describe methods that will be used to quantify future growth.

As an accredited land trust through the Land Trust Alliance, Lookout Mountain Conservancy adheres to the highest standards for land conservation. Monitoring and reporting will be conducted by the Lookout Mountain Conservancy staff.

All project properties will be managed and cared for in accordance with the terms and conditions set forth by the conservation easement that has been established to protect them. The planned activities for the property include recreational hiking, biking, and horseback riding on the established trail.

In case Lookout Mountain Conservancy were to dissolve for any reason in the future there is a contingency plan to have Reflection Riding, another local nonprofit in Chattanooga, take over all lands owned by or under easements currently managed by the conservancy. This contingency plan ensures that the preservation project would continue, and the trees would remain protected.

QUANTIFICATION DOCUMENTATION (Section 10)

Follow detailed instructions in the Protocol for conducting quantification and utilize the Carbon Quantification Spreadsheet to show calculations. Ensure that your requested credit issuance schedule (issuance dates) is accurate and complete in the spreadsheet. Project Operators should describe and appropriately reflect in their carbon quantification any and all planned future activities that may affect the % canopy or carbon stocking in any way.

Method for determining canopy cover (e.g. i-Tree, inventory, other):

A combination of methods was used to determine canopy cover. First, the i-Tree Canopy tool was used to plot points and determine a baseline for the canopy cover however, the imagery currently available through i-Tree was taken during the winter months and not sufficient to determine accurate canopy cover. Next, the random points generated by i-Tree were uploaded to Google Earth Pro where more recent leaf-on imagery demonstrated a full canopy was available. Each point was then visually assessed and determined to fall on either a tree or bare ground/soil.

Brief description of approach to quantifying carbon (e.g. Forest Service tables, inventory, other):

We used approach 10.1.A in the Protocol, which includes referencing the afforestation table from Appendix B of the US Forest Service General Technical Report (GTR) NE-343. We used Table B50 for South Central, oak-hickory stands.

The stand age was determined by referencing historical aerial photos and imagery to be at least 90 years old, as described in section below. The percent canopy was determined to be 100% via iTree Canopy, as described in the section below.

Title and filename of attached Excel version of your completed Carbon Quantification Spreadsheet:
10_LMC_StElmo_CarbonQuantification_20210203.xlsx

Summary numbers from Carbon Quantification Spreadsheet

Project Area (acres)	58.1
Does carbon quantification use stratification (yes or no)?	no
Percent tree canopy cover within Project Area	100
Project stock / acre (tCO ₂ e/acre)	14,998
Accounting Stock / acre (tCO ₂ e/acre)	11,998
On-site avoided biomass emissions (tCO ₂ e / acre)	10,798
On-site avoided soil carbon emissions (tCO ₂ e / acre)	3,486
Deduction for displaced biomass emissions (tCO ₂ e / acre)	1,976
Deduction for displaced soil emissions (tCO ₂ e / acre)	1,056
Credits from avoided biomass emissions (tCO ₂ e / acre)	8,822
Credits from avoided soil emissions (tCO ₂ e / acre)	2,430
Total credits from avoided biomass and soil emissions (tCO ₂ / acre)	11,252
Credits attributed to the project (tCO ₂), excluding future growth	11,252
Contribution to Registry reversal pool	1,125
Total credits to be issued to the Project Operator (tCO₂) (excluding future growth)	10,127

Data Sources & Filenames Referenced in Carbon Quantification Spreadsheet (Section 10)

The following list of information is only a summary for ease of navigation of your PDD.

Accounting Stock Measurement Method

Description of quantification, including methods, forest type, and data sources.

We used method 10.1.A with iTree to determine Project Stock (Project Stock = Stock * Percent) and then multiplied by 100% to determine Accounting Stock.

Title/ filename of relevant attachment(s):

10_LMC_StElmo_CarbonQuantification_20210203.xlsx

If stratification is used, maps of strata and stratum definitions

Stratification was not used for carbon quantification.

Stand Maps

Explanation / statement of method(s) used:

A map of the project area was created using Google Earth Pro to delineate the existing forest stands within the project area.

Title/ filename of relevant attachment(s):

11_LMC_StElmo_CanopyCover.pdf

Forest Age

Age and Explanation / statement of method(s) used:

Historical aerial imagery was used to establish the presence and age of the forest. Based on the oldest available imagery and current imagery, that together show that the forest has remained untouched, the age of 90 years was used for all quantification.

Title/ filename of relevant attachment(s):

12_LMC_StElmo_HistoricalImagery_TVA1939.pdf

Forest Composition

Composition and explanation / statement of method(s) used:

We used i-Tree Landscape to determine forest composition. The census block that contains the project area was assessed based on forest type and the results were as follows: Loblolly/shortleaf pine (5.08%), oak/hickory (89.83%), and oak/pine (5.08%). Since the vast majority of the area is composed of oak/hickory, this forest type was used for quantification purposes.

Title/ filename of relevant attachment(s):

<http://landscape.itreetools.org/report/375de66a-8a99-483e-8216-f2ca07eff70d/>
13_LMC_StElmo_StandTypeReport.pdf

Canopy Cover

Percent cover and explanation / statement of method(s) used:

We used a combination of methods to determine canopy cover. First, the i-Tree Canopy tool was used to plot points and determine a baseline for the canopy cover however, the imagery currently available through i-Tree was taken during the winter months and not sufficient to determine accurate canopy cover for deciduous trees. Next, the random points generated by i-Tree were uploaded to Google Earth Pro where more recent leaf-on imagery that demonstrated a full canopy was available. Each point was then visually assessed and determined to fall on either a tree or bare ground/soil. This process determined that there is 100% canopy coverage in the project area based on 100 unique points.

Title/ filename of relevant attachment(s):

11_LMC_StElmo_CanopyCover.pdf

14_LMC_StElmo_Image_ITreePoints.pdf

15_LMC_StElmo_ITree_ManualIdentification_100points.csv

Fraction of Biomass at Risk

Fraction at risk and explanation / statement of method(s) used:

It is estimated that 90% of total biomass is at risk of removal based on the average amount of biomass removed during development of single-family residential properties. The zoning is R1 (low density residential, 7,500 square foot minimum lot size and intended for single-family dwellings).

Title/ filename of relevant attachment(s):

10_LMC_StElmo_CarbonQuantification_20210203.xlsx

Impervious Limits

Maximum fraction impervious cover and explanation / statement of method(s) used:

We used Section 10.4.B.

Title/ filename of relevant attachment(s):

10_LMC_StElmo_CarbonQuantification_20210203.xlsx

Existing Impervious Area

Existing impervious cover fraction and explanation / statement of method(s) used:

Using available imagery on ArcGIS online, i-Tree, Google Earth Pro, and ground truthing it was determined that there is no impervious surface within the project area. On p. 25 of the property appraisal the site is described as “vacant, undeveloped land.”

Title/ filename of relevant attachment(s):

10_LMC_StElmo_CarbonQuantification_20210203.xlsx

Planned Project Activities

Description / statement of method(s) used:

There are no future plans for any site improvements or development. Passive recreation is permitted on the trails that run through parts of the project area including hiking, biking, and horseback riding. No motorized vehicles are permitted on the property.

Title/ filename of relevant attachment(s):

9_LMC_StElmo_Declaration_of_Conservation_Restrictions_and_Covenants

Additional Notes

CO-BENEFITS QUANTIFICATION DOCUMENTATION

Optional: If Project Operators has conducted co-benefits quantification for this Project, please summarize results and list source / supporting files here.

The Co-Benefits quantification for the Project Area was based on 90% deciduous tree cover and 10% coniferous tree cover for 58.1 acres in the South Climate Zone.

\$34,511.91*40 = \$1,380,476.23 in avoided costs from co-benefits with current tree canopy over 40 years.

Title/filename of attachment:

16_LMC_StElmo_CoBenefits_20210210

Table 2. Co-Benefits per year with current tree canopy cover.

Ecosystem Services	Resource Units Totals	Resource Units /Acre Tree Canopy	Total Value (\$)	Value (\$) /Acre Tree Canopy
Rain Interception (m3/yr)	9,161.0	157.7	\$23,961.38	\$ 412.42
CO2 Avoided (t, \$20/t/yr)	32.9	0.6	\$657.10	\$ 11.31
Air Quality (t/yr)				
O3	0.9337	0.0161	\$2,774.13	\$ 47.75
NOx	0.2370	0.0041	\$704.22	\$ 12.12
PM10	0.5283	0.0091	\$596.73	\$ 10.27
Net VOCs	-0.1489	-0.0026	-\$422.72	\$ (7.28)
Air Quality Total	1.5502	0.0267	\$3,652.37	\$62.86
Energy (kWh/yr & kBtu/yr)				
Cooling - Electricity	77,086	1,327	\$5,850.80	\$ 100.70
Heating - Natural Gas	37,559	646	\$390.25	\$ 6.72
Energy Total (\$/yr)			\$6,241.06	\$107.42
Grand Total (\$/yr)			\$34,511.91	\$594.01

ATTACHMENTS

Ownership

- 1 – LMC_StElmo_WarrantyDeed_1.pdf
- 2 – LMC_StElmo_WarrantyDeed_2.pdf
- 3 – LMC_StElmo_RoadAbandonment.pdf

Maps

- 4 – LMC_StElmo_GeospatialMap_Shapefile.zip
- 5 – LMC_StElmo_Chattanooga_ReferenceMap_2010CensusUrbanizedArea.pdf
- 6 – LMC_StElmo_RegionalMap_ChattanoogaCityLimits.pdf
- 7 – LMC_StElmo_ProjectAreaMap.pdf

Demonstration of Threat of Loss

- 8 – LMC_StElmo_ImprovedUsePerimeterAnalysis.pdf

Preservation Commitment

- 9 – LMC_StElmo_Declaration_of_Conservation_Restrictions_and_Covenants

Carbon Quantification

- 10 – LMC_StElmo_CarbonQuantification_20210210.xlsx
- 11 – LMC_StElmo_CanopyCover.pdf
- 12 - LMC_StElmo_HistoricalImagery_TVA1939.pdf
- 13 - LMC_StElmo_StandTypeReport.pdf
- 14 - LMC_StElmo_Image_ITreePoints.pdf
- 15 - LMC_StElmo_ITree_ManualIdentification_100points.csv

Co-Benefit Quantification

- 16 - LMC_StElmo_CoBenefits_20210210

THIS INSTRUMENT PREPARED BY
First Choice Title, Inc.
803 Cherry Street
Chattanooga, TN 37402
FCT 2002056

Owner	Send Tax Bills To	Map Parcel No.
Lookout Mountain Conservancy P.O. Box 76 Lookout Mountain, TN 37350	Same as Owner	See below

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) CASH, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **I, JAMES T. LEA, MARRIED, hereby declaring that my spouse is not required to join in this conveyance, as the herein described property has been held solely for investment purposes and has not been occupied as a marital residence, Grantor, do hereby sell, transfer, and convey to LOOKOUT MOUNTAIN CONSERVANCY, A TENNESSEE NONPROFIT CORPORATION, Grantees, its successors and assigns, the following described real estate, to-wit:**

SITUATE IN THE FIRST CIVIL DISTRICT, HAMILTON COUNTY, TENNESSEE:

TRACT ONE (1): Map Parcel Nos. 167G-A-006 and 167G-A-009: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lots 130 and 133, First Addition to St. Elmo, Beulah Ruoff Tract, as shown by plat of record in Plat Book 2, Page 44, in the Register's Office of Hamilton County, Tennessee.

TRACT TWO (2): Map Parcel Nos. 167G-B-018, 167G-B-017, 167G-B-016, 167G-B-002, 167G-B-003, 167G-B-005, 167G-B-006: All those tracts or parcels of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lots 92, 93, 94, 100, 101, 103, and 104, of the Beulah Ruoff Tract first Addition to St. Elmo as shown on plat recorded in Plat Book 2, Page 44, in the Register's Office of Hamilton County, Tennessee.

TRACT THREE (3): Map Parcel Nos. 167J-A-027, 167J-A-028, 167J-A-029, 167J-A-030, 167J-A-031, and 167J-A-032: All those tracts or parcels of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lot Nos. 13 through 53, inclusive, Glen Gary, J.V. Trotter Subdivision, excepting Lot Nos. 19, 20 and 21, as shown on the plat of said Subdivision recorded in Plat Book 11, Page 35, in the Register's Office of Hamilton County, Tennessee, there being conveyed hereby 38 Lots.

TRACT FOUR (4): Map Parcel No. 167J-A-016: Being a part of what is sometimes referred to as Lot 111, Scholtz Addition, as shown by plat recorded in Plat Book 5, Page 50, in the Register's Office of Hamilton County, Tennessee and being also a part of the property conveyed to M. C. Lambert on March 12, 1952, described as follows: BEGINNING on the Southern line of said tract in the Northern line of the Southern Bell Telephone and Telegraph Company's right-of-way at a stone monument, it being North 89 degrees 4 minutes West 150 feet along said line from the Western line of Alabama Avenue, said BEGINNING point being also the Southwestern corner of Lot 1, M. C. Lambert Subdivision, as shown by plat of record in Plat Book 18, Page 18, in the Register's Office of Hamilton County, Tennessee; thence about North 89 degrees 4 minutes West along the Northern line of said Southern Bell Telephone and Telegraph Company's right-of-way, 1250 feet, more or less, to the line dividing Sections 16 and 17, Township 3, Range 4, West of the Basis Line of the Ocoee District;

thence about North 21 degrees East along the said line 726 feet, more or less, to the Northwestern corner of the said Lambert tract in the Old Cooks Line; thence Eastwardly along said line (being Lambert's Northern line) 818 feet, more or less, to a stake at the Northwestern corner of Lot 6, M.C. Lambert's Subdivision, as shown by plat of record in Plat Book 18, Page 63, in the said Register's Office; thence South 4 degrees 8 minutes West along the Western line of Lots 6 and 5 of said subdivision, passing the Southwestern corner of Lot 5 at 156 feet and continuing across a private road in all 206 feet, more or less, to the Southern line of said private road; thence Southeastwardly along the line of said private road 195 feet, more or less, to a Northwestern corner of Lot 4-A, shown on said plat registered in Plat Book 18, Page 63, in the said Register's Office; thence South 2 degrees 20 minutes East along the Western line of said Lot 4-A, 90 feet to the Northwestern corner of Lot 4, as shown by plat of record in Plat Book 18, Page 18, in the said Register's Office; thence South 2 degrees 20 minutes East 87 feet to an iron pipe in the Northwestern corner of Lot 3, as shown by plat of record in Plat Book 18, Page 18, in the said Register's Office; thence South 9 degrees 11 minutes East along the Western line of Lot 3, 87 feet to the Northwestern corner of Lot 2 of said subdivision; thence South 11 degrees 49 minutes East 87 feet to another iron pipe stake at the Northwestern corner of Lot 3 of said subdivision; thence South 11 degrees 49 minutes East along the Western line of said Lot 2 passing its corner at 87 feet, being marked by an iron stake, in all 175 feet to the point of BEGINNING.

TRACT FIVE (5): Map Parcel Nos. 167G-A-012 and 167G-A-013: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lots 136 and 137, of the Beulah Ruoff Subdivision of St. Elmo, as per plat recorded in Plat Book 2, Page 44, in the Register's Office of Hamilton County, Tennessee.

TRACT SIX (6): Map Parcel Nos. 167P-A-003 and 167P-A-002: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lots 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, and 42, Ward, Bates and Bradford Subdivision, as shown by plat recorded in Plat Book 8, Page 51, in the Register's Office of Hamilton County, Tennessee.

TRACT SEVEN (7): Map Parcel No. 167J-A-006: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lot 68 and that portion of Lot 76 lying South of the north line of Lot 65, if extended westwardly, Wallace's Amended Addition to St. Elmo, as shown by plat of record in Plat Book 4, Page 11, in the Register's Office of Hamilton County, Tennessee.

LESS AND EXCEPT that portion of Lot 68 conveyed by Deed recorded in Book 1229, Page 358, in the said Register's Office.

TRACT EIGHT (8): Map Parcel Nos. 167J-A-005, 167J-A-004, 167J-A-003, and 167J-A-002: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lots 77, 78, 79, and part of Lot 76, lying North of the North line of Lot 65, if extended Westwardly, Wallace amended Addition to St. Elmo, as shown by plat recorded in Plat Book 4, Page 11, in the Register's Office of Hamilton County, Tennessee.

TRACT NINE (9): Map Parcel No. 167J-A-001: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lot 10 of the Cooks Farm, as shown on the plat of the Cooks Farm recorded in Book F, Volume 2, Page 255, in the Register's Office of Hamilton County, Tennessee, except the east 97 poles thereof. Said parcel of land is bounded on the north by what is known as the Beulah Ruoff Tract, on the south by Scholtze or Scholts land, on the east by Wallace's Amended Addition to St. Elmo, and on the West by the West line of the aforesaid Section 16, which is also the east line of the A.M. Johnson heirs tract.

TRACT TEN (10): Map Parcel Nos. 167G-B-001, 167G-A-023, 167G-A-022, 167G-A-021, 167G-A-020, 167G-A-019, 167G-A-018, 167G-A-007, 167G-A-008, 167G-A-010, 167G-A-011, 167G-A-014, 167G-A-015: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lots 99, 113, 114, 115, 116, 117, 118, 131, 132, 134, 135, 138 and 139, in the Beulah Ruoff Tract First Addition to St. Elmo as shown on plat recorded in Plat Book 2, Page 44, in the Register's Office of Hamilton County, Tennessee.

TRACT ELEVEN (11): Map Parcel No. 167G-B-021: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lot 89, of the Beulah Ruoff Tract first

Addition to St. Elmo as shown on plat of record in Plat Book 2, Page 44, in the Register's Office of Hamilton County, Tennessee.

Being a portion of that property conveyed by Warranty Deed recorded in Book 11873, Page 706, in the Register's Office of Hamilton County, Tennessee.

TOGETHER WITH all rights appurtenant to said property to Grantee forever in FEE SIMPLE.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

Any and all matters, including but not limited to Conditions, Restrictions, Reservations, Limitations, Easements, Stipulations, Notes, etc., as set out on the recorded plats.

Conditions and Easements contained in document of record in Book 2116, Page 186, in the Register's Office of Hamilton County, Tennessee.

Loss or damage occasioned by reason of the lack of a right of access to and from the land, due to the fact that Glen Gary Road is not an open and public road. (As to Tracts 3 and 4)

Declaration of Sewer Easement recorded in Book _____, Page _____, in the Register's Office of Hamilton County, Tennessee.

Any and all matters, including but not limited to Conditions, Restrictions, Reservations, Limitations, Easements, Stipulations, Notes, etc., as set out on ALTA Land Survey prepared by Hopkins Surveying Group, David L. Hopkins, TNRLS No. 120, dated May 27, 2020, bearing Drawing No. 2020-69-3.

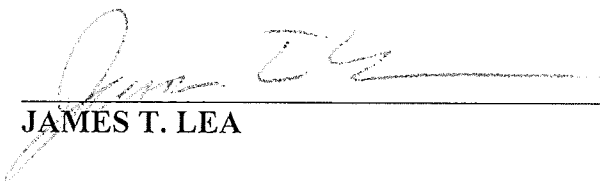
Any governmental zoning and subdivision ordinances or regulations in effect thereon.

TAXES for the year 2020 are prorated between the parties hereto as of the date of this instrument and will be paid by the Grantee herein.

TO HAVE AND TO HOLD said real estate unto **LOOKOUT MOUNTAIN**

CONSERVANCY, A TENNESSEE NONPROFIT CORPORATION, Grantee, its successors and assigns, forever in fee simple. Grantor covenants and represents that he is lawfully seized and possessed of said real estate, that he has full power and lawful authority to sell and convey the same, that title to said property is free, clear, and unencumbered, except as herein set forth, and that Grantor will forever warrant and defend the same against all lawful claims.

IN WITNESS WHEREOF, Grantor has executed this deed on the 19th day of June, 2020.

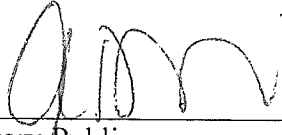


JAMES T. LEA

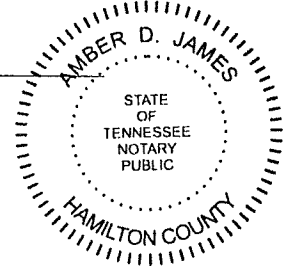
STATE OF TENNESSEE
COUNTY OF HAMILTON

On this the 19th day of June, 2020, before me personally appeared **JAMES T. LEA**, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on behalf of himself and who acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal.



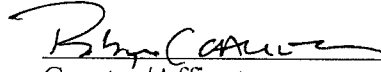
Notary Public



My commission expires: 12/13/2020

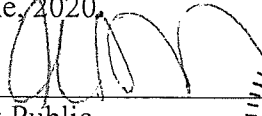
STATE OF TENNESSEE
COUNTY OF HAMILTON

I hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is \$275,000.00.

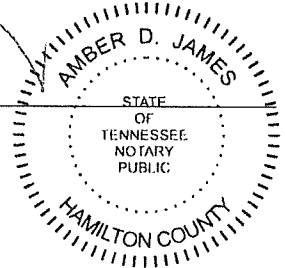


Grantee/Affiant

Subscribed and sworn to before me this the 19th day of June, 2020.



Notary Public



My commission expires: 12/13/2020

ACKNOWLEDGMENT

The undersigned parties say that they are aware of and/or will abide by the following:

1. They are the owner(s) and or mortgagor(s) of the following described property:

TRACT ONE (1): Map Parcel Nos. 167G-A-006 and 167G-A-009: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lots 130 and 133, First Addition to St. Elmo, Beulah Ruoff Tract, as shown by plat of record in Plat Book 2, Page 44, in the Register's Office of Hamilton County, Tennessee.

TRACT TWO (2): Map Parcel Nos. 167G-B-018, 167G-B-017, 167G-B-016, 167G-B-002, 167G-B-003, 167G-B-005, 167G-B-006: All those tracts or parcels of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lots 92, 93, 94, 100, 101, 103, and 104, of the Beulah Ruoff Tract first Addition to St. Elmo as shown on plat recorded in Plat Book 2, Page 44, in the Register's Office of Hamilton County, Tennessee.

TRACT THREE (3): Map Parcel Nos. 167J-A-027, 167J-A-028, 167J-A-029, 167J-A-030, 167J-A-031, and 167J-A-032: All those tracts or parcels of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lot Nos. 13 through 53, inclusive, Glen Gary, J.V. Trotter Subdivision, excepting Lot Nos. 19, 20 and 21, as shown on the plat of said Subdivision recorded in Plat Book 11, Page 35, in the Register's Office of Hamilton County, Tennessee, there being conveyed hereby 38 Lots.

TRACT FOUR (4): Map Parcel No. 167J-A-016: Being a part of what is sometimes referred to as Lot 111, Scholtz Addition, as shown by plat recorded in Plat Book 5, Page 50, in the Register's Office of Hamilton County, Tennessee and being also a part of the property conveyed to M. C. Lambert on March 12, 1952, described as follows: BEGINNING on the Southern line of said tract in the Northern line of the Southern Bell Telephone and Telegraph Company's right-of-way at a stone monument, it being North 89 degrees 4 minutes West 150 feet along said line from the Western line of Alabama Avenue, said BEGINNING point being also the Southwestern corner of Lot 1, M. C. Lambert Subdivision, as shown by plat of record in Plat Book 18, Page 18, in the Register's Office of Hamilton County, Tennessee; thence about North 89 degrees 4 minutes West along the Northern line of said Southern Bell Telephone and Telegraph Company's right-of-way, 1250 feet, more or less, to the line dividing Sections 16 and 17, Township 3, Range 4, West of the Basis Line of the Ocoee District; thence about North 21 degrees East along the said line 726 feet, more or less, to the Northwestern corner of the said Lambert tract in the Old Cooks Line; thence Eastwardly along said line (being Lambert's Northern line) 818 feet, more or less, to a stake at the Northwestern corner of Lot 6, M.C. Lambert's Subdivision, as shown by plat of record in Plat Book 18, Page 63, in the said Register's Office; thence South 4 degrees 8 minutes West along the Western line of Lots 6 and 5 of said subdivision, passing the Southwestern corner of Lot 5 at 156 feet and continuing across a private road in all 206 feet, more or less, to the Southern line of said private road; thence Southeastwardly along the line of said private road 195 feet, more or less, to a Northwestern corner of Lot 4-A, shown on said plat registered in Plat Book 18, Page 63, in the said Register's Office; thence South 2 degrees 20 minutes East along the Western line of said Lot 4-A, 90 feet to the Northwestern corner of Lot 4, as shown by plat of record in Plat Book 18, Page 18, in the said Register's Office; thence South 2 degrees 20 minutes East 87 feet to an iron pipe in the Northwestern corner of Lot 3, as shown by plat of record in Plat Book 18, Page 18, in the said Register's Office; thence South 9 degrees 11 minutes East along the Western line of Lot 3, 87 feet to the Northwestern corner of Lot 2 of said subdivision; thence South 11 degrees 49 minutes East 87 feet to another iron pipe stake at the Northwestern corner of Lot 3 of said subdivision; thence South 11 degrees 49 minutes East along the Western line of said Lot 2 passing its corner at 87 feet, being marked by an iron stake, in all 175 feet to the point of BEGINNING.

TRACT FIVE (5): Map Parcel Nos. 167G-A-012 and 167G-A-013: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lots 136 and 137, of the Beulah Ruoff Subdivision of St. Elmo, as per plat recorded in Plat Book 2, Page 44, in the Register's Office of Hamilton County, Tennessee.

TRACT SIX (6): Map Parcel Nos. 167P-A-003 and 167P-A-002: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lots 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, and 42, Ward, Bates and Bradford Subdivision, as shown by plat recorded in Plat Book 8, Page 51, in the Register's Office of Hamilton County, Tennessee.

TRACT SEVEN (7): Map Parcel No. 167J-A-006: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lot 68 and that portion of Lot 76 lying South of the north line of Lot 65, if extended westwardly, Wallace's Amended Addition to St. Elmo, as shown by plat of record in Plat Book 4, Page 11, in the Register's Office of Hamilton County, Tennessee.
LESS AND EXCEPT that portion of Lot 68 conveyed by Deed recorded in Book 1229, Page 358, in the said Register's Office.

TRACT EIGHT (8): Map Parcel Nos. 167J-A-005, 167J-A-004, 167J-A-003, and 167J-A-002: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lots 77, 78, 79, and part of Lot 76, lying North of the North line of Lot 65, if extended Westwardly, Wallace amended Addition to St. Elmo, as shown by plat recorded in Plat Book 4, Page 11, in the Register's Office of Hamilton County, Tennessee.

TRACT NINE (9): Map Parcel No. 167J-A-001: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lot 10 of the Cooks Farm, as shown on the plat of the Cooks Farm recorded in Book F, Volume 2, Page 255, in the Register's Office of Hamilton County, Tennessee, except the east 97 poles thereof. Said parcel of land is bounded on the north by what is known as the Beulah Ruoff Tract, on the south by Scholtze or Scholts land, on the east by Wallace's Amended Addition to St. Elmo, and on the West by the West line of the aforesaid Section 16, which is also the east line of the A.M. Johnson heirs tract.

TRACT TEN (10): Map Parcel Nos. 167G-B-001, 167G-A-023, 167G-A-022, 167G-A-021, 167G-A-020, 167G-A-019, 167G-A-018, 167G-A-007, 167G-A-008, 167G-A-010, 167G-A-011, 167G-A-014, 167G-A-015: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lots 99, 113, 114, 115, 116, 117, 118, 131, 132, 134, 135, 138 and 139, in the Beulah Ruoff Tract First Addition to St. Elmo as shown on plat recorded in Plat Book 2, Page 44, in the Register's Office of Hamilton County, Tennessee.

TRACT ELEVEN (11): Map Parcel No. 167G-B-021: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lot 89, of the Beulah Ruoff Tract first Addition to St. Elmo as shown on plat of record in Plat Book 2, Page 44, in the Register's Office of Hamilton County, Tennessee.

2. **WHAT A TITLE COMPANY DOES:** The function of First Choice Title, Inc. is to insure the subject property through its underwriter and to insure the title for a lender. As a title insurer, First Choice Title, Inc. may examine title and prepare and record all documents necessary to close the mortgage transactions. First Choice Title, Inc. is concerned with the insurance of title insurance to the real property for the lender and cannot represent the interests of the borrower in this transaction. Notwithstanding any provisions of the loan commitment, First Choice Title, Inc. will obtain or perform such abstracting as it deems necessary to insure the title for the lender. Borrower was not coerced into using First Choice Title, Inc.

3. **INTEREST EARNED ON ESCROW FUNDS:** In consideration of First Choice Title, Inc. handling the escrowed funds and the liability incident thereto, the undersigned acknowledge and approve of interest earned by First Choice Title, Inc. on funds to be escrowed by it in connection with this transaction.

4. **ATTORNEY REPRESENTATION:** The employees of First Choice Title, Inc. are not attorneys and cannot give advice as to the legal content and interpretation of the closing documents. Amber James is an attorney licensed to practice law in the State of Tennessee, and is employed by First Choice Title, Inc. as a closing agent. The undersigned hereby acknowledge and understand that in conducting this closing, Amber James is acting solely as a closing agent for and on behalf of First Choice Title, Inc., and the Lender, if any. Amber James does not represent the undersigned. Since there is no attorney-client relationship with the undersigned, the rules and privileges normally associated with the attorney-client relationships (such as confidentiality, etc.) do not apply with regard to this transaction. Any explanations provided by the employees of First Choice Title, Inc. are strictly personal opinions and should in no way be construed as legal advice. The undersigned understand their right to seek independent legal counsel to represent them in this transaction if they desire to do so. The undersigned further acknowledge that they have read and understand all of the closing documents before signing them.

5. **HAZARD INSURANCE:** The borrower should rely on the insurance policy regarding the coverage for the homeowners and/or flood insurance. First Choice Title, Inc. cannot give any advice regarding the adequacy of the coverage. Contact the agent who issued the policy for additional information. First Choice Title, Inc. is authorized to provide a copy of the HUD-1 Settlement Statement to the insurance agent providing hazard and/or flood insurance for the Property.

6. **PAYOFFS:** All figures on the settlement statement being sent for payment of mortgages, credit card accounts, car loans, or other unsecured loans are subject to verification and adjustment of interest to date of receipt of payment. In addition, the amounts remitted may be the current balance provided by the company, and may not include interest to date of receipt. This means you may receive, after closing, a statement indicating that you still owe an additional amount in order to completely pay the account in full. I understand that if any of the account payments are insufficient to pay the account in full, and the company requests our office to provide the amount necessary to pay the account in full, I will remit immediately to First Choice Title, Inc. the funds necessary to pay any and all accounts in full. AND FIRST CHOICE TITLE, INC. ASSUME NO RESPONSIBILITY FOR ACCURACY OF ANY FIGURES PROVIDED BY THE CREDIT CARD COMPANIES, CAR LOAN COMPANIES, BANKS, LENDING INSTITUTIONS, AND FINANCE COMPANIES, WHETHER WRITTEN OR VERBAL.


7. **COMPLIANCE AGREEMENT:** While care has been taken in the preparation of all documents and closing statements, the parties herein agree that they will cooperate in the correction of any error(s) (typo, math, omission, etc.) to bring the documents in compliance with the lender requirements and/or the title commitment in a timely manner. The undersigned further agree that they will immediately remit funds to pay any items (including association fees, property taxes, etc.) that were inadvertently omitted from the closing statement or that were incorrect because of reliance on incorrect statements received from third parties.

Lookout Mountain Conservancy, a Tennessee Non-Profit Corporation

BY:  _____

Printed name:

Title: COO


James T. Lea

FIRST CHOICE TITLE, INC.

PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. Title and settlement agents, like all providers of personal financial services and products such as title insurance policies, commitments, or real estate settlement services are now required to inform their customers of their policies regarding customer privacy. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of First Choice Title, Inc., and its affiliates.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications and other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to nonaffiliated companies that perform services on our behalf.


WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. In addition, we may disclose personal information about you to your lender, mortgage broker, attorney, real estate broker, or other third party contractors or service providers including but not limited to title examiners, surveyors, insurance agents, appraisers and pest inspectors, etc., to provide you with the services you have requested.

We will disclose your nonpublic personal information when you authorize or direct us to do so, or when we are required by law to do so.

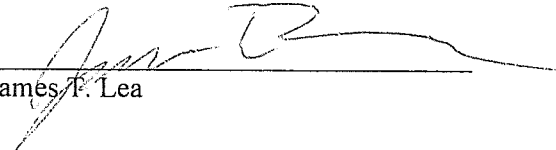
I/We hereby acknowledge review and receipt of one copy of this *Privacy Policy Notice* this 19th day of June, 2020.

Lookout Mountain Conservancy, a Tennessee Non-Profit Corporation

BY: 

Printed name: Robyn L Cannon

Title: COO


James P. Lea

NOTICE AND ACKNOWLEDGMENT
WITH RESPECT TO OWNER'S TITLE INSURANCE

RE: Multiple Parcels in St. Elmo, Chattanooga, TN 37409

Pursuant to Tennessee Code Annotated, Section 56-35-133, the undersigned purchaser(s) hereby acknowledge that they have received a notice that owner's title insurance may be available to them at their expense.


I/we hereby desire to obtain a standard owner's title insurance policy.

I/we hereby decline to obtain owner's title insurance.

We hereby acknowledge and agree that First Choice Title, Inc., and its title insurance underwriters, shall have no responsibility to the undersigned for the status of the title to the real estate we are purchasing in the event that we decline owner's title insurance.

Tennessee law requires that you sign this acknowledgment.

Lookout Mountain Conservancy

By: 

Printed Name: ROBYN CARLETON

Title: CEO

DATE 6/19/2020

Book/Page: **GI 12356 / 359**
 Instrument: 2021021600072
 2 Page WARRANTY DEED Value of \$75,000.00
 Recorded by KDS on 2/16/2021 at 10:35 AM

DEED RECORDING FEE	10.00
DATA PROCESSING FEE	2.00
CONVEYANCE TAX	277.50
PROBATE FEE	1.00
TOTAL FEES	\$290.50

State of Tennessee Hamilton County
 Register of Deeds **MARC GRAVITT**

5/12
 THIS INSTRUMENT PREPARED BY
 First Choice Title, Inc.
 803 Cherry Street
 Chattanooga, TN 37402
 FCT 2101146

Owner Lookout Mountain Conservancy PO Box 76 Lookout Mountain, TN 37350	Send Tax Bills To Same as Owner	Map Parcel No. 167G-B-015, 167G-B-019 167G-B-020, 167G-B-022
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WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) CASH,
 and other good and valuable considerations, the receipt and sufficiency of which are hereby
 acknowledged, **ALC HOLDINGS LLC, A TENNESSEE LIMITED LIABILITY COMPANY,**
Grantor, does hereby sell, transfer, and convey to **LOOKOUT MOUNTAIN CONSERVANCY, A**
TENNESSEE NON-PROFIT CORPORATION, Grantee, its successors and assigns, the following
 described real estate, to-wit:

OK-43991

SITUATE IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:
 BEING Lots 88, 90, 91 and 95, Beulah Ruoff Tract, as shown by plat recorded in Plat Book 2, Page
 44, in the Register's Office of Hamilton County, Tennessee.

Being a portion of that property conveyed by Special Warranty Deed recorded in Book 10455, Page
 784, in the Register's Office of Hamilton County, Tennessee.

TOGETHER WITH all rights appurtenant to said property to Grantee forever in FEE SIMPLE.

1/2

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

Any and all matters, including but not limited to Conditions, Restrictions, Reservations, Limitations,
 Easements, Stipulations, Notes, etc., as set out on the recorded plat.

Lack of right of access. (As to Lot 95)

Any governmental zoning and subdivision ordinances or regulations in effect thereon.

TAXES for the year 2021 are prorated between the parties hereto as of the date of this instrument and
 will be paid by the Grantee herein.

TO HAVE AND TO HOLD said real estate unto **LOOKOUT MOUNTAIN**
CONSERVANCY, A TENNESSEE NON-PROFIT CORPORATION, Grantee, its successors and
 assigns, forever in fee simple. Grantor covenants and represents that it is lawfully seized and
 possessed of said real estate, that it has full power and lawful authority to sell and convey the same,
 that title to said property is free, clear, and unencumbered, except as herein set forth, and that Grantor
 will forever warrant and defend the same against all lawful claims.

IN WITNESS WHEREOF, ALC HOLDINGS LLC, A TENNESSEE LIMITED LIABILITY COMPANY, has hereunto caused its company name to be signed by its duly authorized agent, who has hereunto set her hand, effective as of the 10th day of February, 2021.

ALC HOLDINGS LLC, A TENNESSEE LIMITED LIABILITY COMPANY

BY: [Signature]
Shannon Pierce, Authorized Agent

STATE OF South Carolina
COUNTY OF Richland

Before me, a Notary Public in and for said State and County, personally appeared Shannon Pierce, who is personally known to me (or proved to me by satisfactory evidence to be) the Authorized Agent of ALC HOLDINGS LLC, A TENNESSEE LIMITED LIABILITY COMPANY, the within named bargainer, a limited liability company, and that she, as such Authorized Agent, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by herself, as said Authorized Agent.

WITNESS my hand and seal of office this 9th day of February, 2021.

[Signature]
Notary Public

My commission expires:

STATE OF TENNESSEE
COUNTY OF HAMILTON

ANDREW A. AUN
Notary Public, State of South Carolina
My Commission Expires Sept. 18, 2025

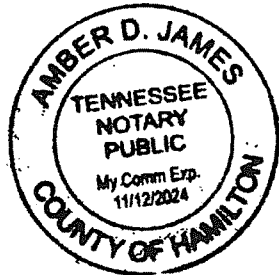
I hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is \$75,000.00.

[Signature]
Grantee/Affiant

Subscribed and sworn to before me this the 15th day of February, 2021

[Signature]
Notary Public

My commission expires:



First Reading: December 8, 2020
Second Reading: December 15, 2020

MR-2020-0148
Robyn Carlton on behalf of
Lookout Mountain Conservancy
District 7

ORDINANCE NO. 13635

AN ORDINANCE CLOSING AND ABANDONING SEVERAL UNOPENED, UNIMPROVED RIGHTS-OF-WAY WITHIN THE SOUTHERN PORTION OF THE ST. ELMO NEIGHBORHOOD, AS DETAILED ON THE ATTACHED MAP, SUBJECT TO CERTAIN CONDITIONS.

SECTION 1. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That several unopened, unimproved rights-of-way within the southern portion of the St. Elmo Neighborhood, as detailed on the attached map, be and are hereby closed and abandoned:

Abandonment of the unopened 1400 and 1500 blocks of 7th Street beginning at the northwest corner of Lot 12, First Addition to St. Elmo, Plat Book 2, Page 44, ROHC thence northwest some 640 feet to the east line of 118 thru 122 of said subdivision from Lot 37 of the A. M. Johnson Estate as shown in Book A, Volume 12, Page 51, ROHC. Tax Map Nos. 167B-A-027 and 167G-A-001, 017 and 018.

Abandonment of the unopened 1400 and 1500 blocks of 9th Street beginning at the southeast corner of Lot 133, First Addition to St. Elmo, Plat Book 2, Page 44, ROHC thence northwest some 440 feet to the east line of an unplatted tract of land being Tax Map 154-015. Said street separates Lots 132 and 133 of said subdivision from Lot 10, Daniel F. Cocke Subdivision, Book F, Volume 2, Page 255, ROHC. Tax Map Nos. 167G-A-008, 009 and 167J-A-001.

Abandonment of the unopened 4700 and 4800 blocks of High Street beginning at the south line of the unopened 1400 block of 7th Street thence southwestwardly some 1262 feet to the north line of the unopened 1400 block of 9th Street. Said street separates Lots 122 through 132 from Lots 121 and 133 thru 141, First Addition to St. Elmo, Plat Book 2, Page 44, ROHC. Tax Map Nos. 167G-A-001 thru 017.

Abandonment of the unopened 4700 block and part of the unopened 4800 block of Lookout Street beginning at the south line of the unopened 1500 block of 7th Street thence southwestwardly some 897 feet to the southwest corner of Lot 103, First Addition to St. Elmo, Plat Book 2, Page 44, ROHC. Said street separates 103 thru 112 from Lots 113 thru 118, 136 and 137 of said subdivision. Tax Map Nos. 167G-A-012 thru 014, 018 thru 023 and 167G-B-005 thru 011.

Abandonment of an unnamed and unopened street beginning on the east line of the unopened 4700 block of High Street thence southeastwardly some 578 feet to its intersection with the unopened 4900 block of Lookout Street. Said street separates Lots 113 thru 116, 119 thru 121 from Lots 138 thru 141, First Addition to St. Elmo, Plat Book 2, Page 44, ROHC. Tax Map Nos. 167G-A-014 thru 017 and 020 thru 023.

Abandonment of unopened and unaddressed Glen Gary Road beginning at the northwest corner of Tax Map 167J-A-026 and some 112 feet from the north most point of 167J-A-033 thence westwardly following the meandering road including two unnamed side cul-de-sacs to its intersection with the north line of the unopened 5400 block of Kentucky Avenue. Said Street separates Lots 13 thru 53, Glen Gary J. V. Trotter Subdivision St. Elmo, Plat Book 11, Page 35, ROHC. Tax Map Nos. 167J-A-027 thru 032.

Abandonment of the unopened 5400 block of Iowa Avenue beginning at the northeast corner of Lot 42, Subdivision of the Lands of Ward Bates and Bradford, Plat Book 8, Page 51, ROHC, thence southwest some 658 feet to the southeast corner of Lot 37 of said plat. Said street separates Lots 37 thru 42 from Lots 43 thru 45 of said subdivision. Tax Map Nos. 167P-A-002 and 007 thru 010.

SECTION 2. BE IT FURTHER ORDAINED, that this abandonment shall be subject to


the following conditions:

- 1) The applicant shall obtain necessary permits and approvals from the City of Chattanooga Land Development Office as required for any subsequent construction work. Please note Council action for this item does not constitute a permit for construction work;
- 2) Subject to the retention of full-width utility easement(s) as required by said utilities, including, but not limited to the City of Chattanooga, as attached and in the location specified on the utility cards attached with this Ordinance; and
- 3) Subject to revised plats being submitted to the City in order to consolidate and/or resubdivide parcels to avoid creation of any landlocked parcels.


SECTION 3. BE IT FURTHER ORDAINED, That this Ordinance shall take effect two

(2) weeks from and after its passage.

Passed on second and final reading: December 15, 2020



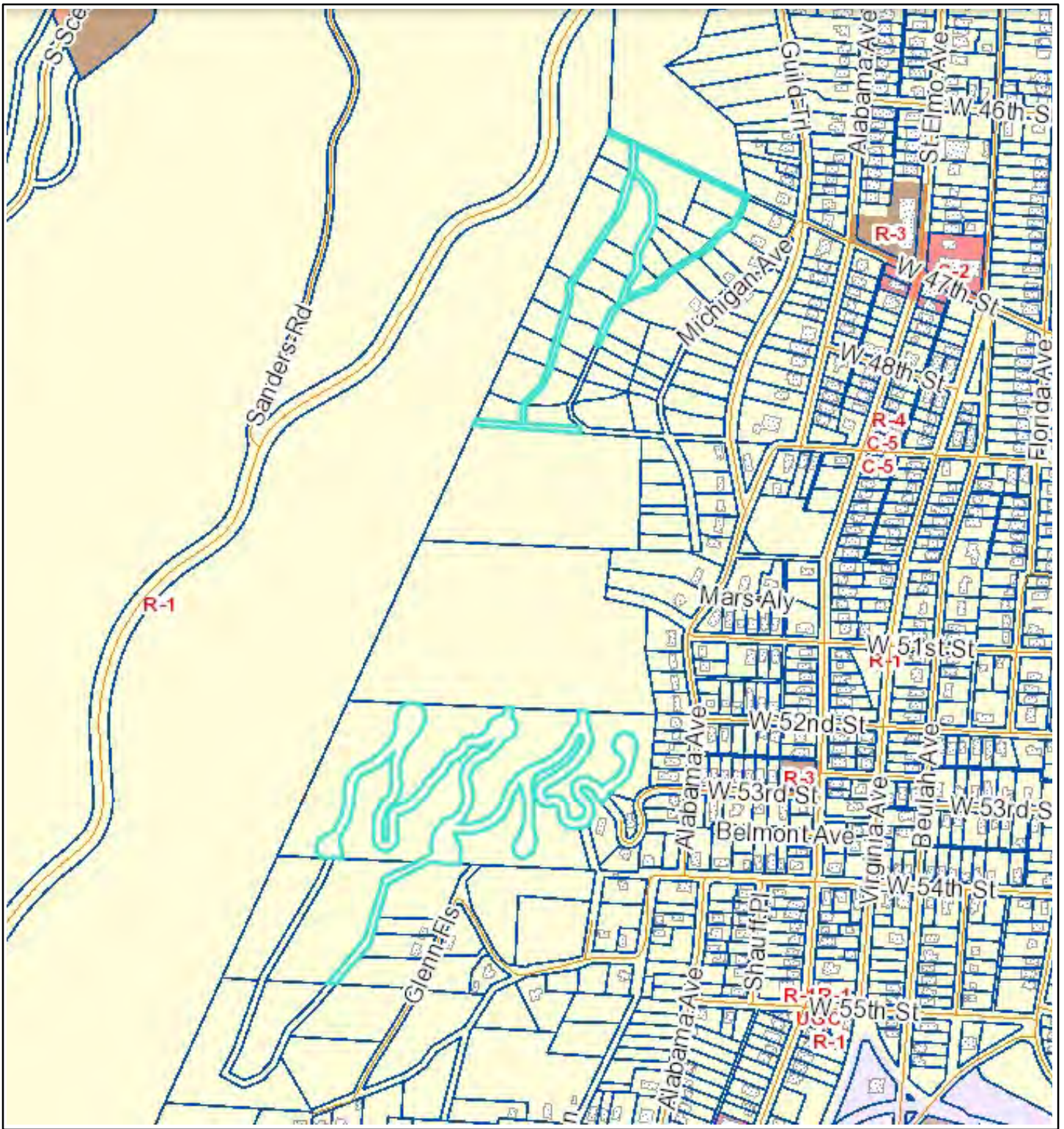
CHAIRPERSON
APPROVED: DISAPPROVED:



MAYOR

/mem

MR 2020-0148 Abandonment



PROPERTY DESCRIPTION FROM WESTCOOR LAND TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 2002056

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS: TRACT ONE (1): MAP PARCEL NOS. 1670-A-006 AND 1670-A-009, ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE, BEING LOTS 130 AND 133, FIRST ADDITION TO ST. ELMO, BEULAH RUOFF TRACT, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 2, PAGE 44, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

SURVEYOR'S CERTIFICATE TO: LOOKOUT MOUNTAIN CONSERVANCY, A TENNESSEE NONPROFIT CORPORATION; FIRST CHOICE TITLE INC.; WESTCOOR LAND TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7(A), 7(B)(1), 7(C), 8, 9, 11, 13, AND 16-19 OF TABLE A THEREOF.

DATE OF PLAT OR MAP: MAY 27, 2020

SIGNED NAME: DAVID L. HOPKINS, JR. PRINT NAME: DAVID L. HOPKINS, JR. REGISTRATION NO. 120

WESTCOOR LAND TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 2002056, DATE: APRIL 17, 2020 - SCHEDULE B - PART B EXCEPTIONS

11. ANY AND ALL MATTERS, INCLUDING BUT NOT LIMITED TO CONDITIONS, RESTRICTIONS, RESERVATIONS, LIMITATIONS, EASEMENTS, STIPULATIONS, NOTES, ETC., AS SET OUT ON THE RECORDED PLATS. 12. CONDITIONS AND EASEMENTS CONTAINED IN DOCUMENT OF RECORD IN BOOK 2116, PAGE 186, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

13. LOSS OR DAMAGE OCCASIONED BY REASON OF THE LACK OF A RIGHT OF ACCESS TO AND FROM THE LAND, DUE TO THE FACT THAT GLEN GARY ROAD IS NOT AN OPEN AND PUBLIC ROAD, (AS TO TRACTS 3 AND 4)

14. EASEMENTS TO BE GRANTED AND RETAINED AS SET FORTH IN THAT LOT/LAND PURCHASE AND SALE AGREEMENT BETWEEN LOOKOUT MOUNTAIN CONSERVANCY AND JAMES T. LEA DATED MARCH 9, 2020.

15. ANY GOVERNMENTAL ZONING AND SUBDIVISION ORDINANCES OR REGULATIONS IN EFFECT THEREON

16. ANY AND ALL MATTERS, INCLUDING BUT NOT LIMITED TO CONDITIONS, RESTRICTIONS, RESERVATIONS, LIMITATIONS, EASEMENTS, STIPULATIONS, NOTES, ETC., AS SET OUT ON THE RECORDED PLATS.

17. LOSS OR DAMAGE OCCASIONED BY REASON OF THE LACK OF A RIGHT OF ACCESS TO AND FROM THE LAND, DUE TO THE FACT THAT GLEN GARY ROAD IS NOT AN OPEN AND PUBLIC ROAD, (AS TO TRACTS 3 AND 4)

18. EASEMENTS TO BE GRANTED AND RETAINED AS SET FORTH IN THAT LOT/LAND PURCHASE AND SALE AGREEMENT BETWEEN LOOKOUT MOUNTAIN CONSERVANCY AND JAMES T. LEA DATED MARCH 9, 2020.

19. ANY GOVERNMENTAL ZONING AND SUBDIVISION ORDINANCES OR REGULATIONS IN EFFECT THEREON

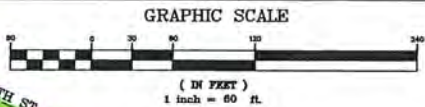
20. ANY AND ALL MATTERS, INCLUDING BUT NOT LIMITED TO CONDITIONS, RESTRICTIONS, RESERVATIONS, LIMITATIONS, EASEMENTS, STIPULATIONS, NOTES, ETC., AS SET OUT ON THE RECORDED PLATS.

21. LOSS OR DAMAGE OCCASIONED BY REASON OF THE LACK OF A RIGHT OF ACCESS TO AND FROM THE LAND, DUE TO THE FACT THAT GLEN GARY ROAD IS NOT AN OPEN AND PUBLIC ROAD, (AS TO TRACTS 3 AND 4)

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23. ANY GOVERNMENTAL ZONING AND SUBDIVISION ORDINANCES OR REGULATIONS IN EFFECT THEREON

24. ANY AND ALL MATTERS, INCLUDING BUT NOT LIMITED TO CONDITIONS, RESTRICTIONS, RESERVATIONS, LIMITATIONS, EASEMENTS, STIPULATIONS, NOTES, ETC., AS SET OUT ON THE RECORDED PLATS.



LEGEND OF SYMBOLS table with symbols for various utility features like manholes, water lines, and electric boxes.

NOTE: ALL SYMBOLS WILL NOT APPLY TO YOUR SURVEY. Roads to close (green line), Owned by LMK (yellow area), Other Owners (white area).

- NOTES: 1. ALL UTILITIES SHOWN ARE FROM ABOVE GROUND STRUCTURES ONLY. NO EXCAVATION WAS DONE. PLEASE CONTACT LOCAL UTILITY COMPANIES FOR MORE ACCURATE DATA. 2. NO ZONING INFORMATION PROVIDED TO SURVEYOR.

LOOKOUT MOUNTAIN CONSERVANCY ALTA/NSPS LAND TITLE SURVEY OF THE PROPERTY DESCRIBED IN DEED BOOK 11873, PAGE 706, R.O.H.C. CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE. HOPKINS SURVEYING GROUP 175 Hamm Road - P.O. Box 4366 Chattanooga, Tennessee 37405

LOOKOUT MOUNTAIN CONSERVANCY

ALTA/NSPS LAND TITLE SURVEY

OF THE PROPERTY DESCRIBED IN DEED BOOK 11873, PAGE 706, R.O.H.C., CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE



HOPKINS SURVEYING GROUP

175 Hamm Road - P.O. Box 4366
Chattanooga, Tennessee 37405
(423) 267-3751 Office
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DRAWN BY: A.J.ZA SHEET NO. 2 OF 3 DWG. NO. 2020-69-3
SCALE: 1" = 60' DATED: 5/27/2020 REF. DWG.
PROPERTY ADDRESS: MULTIPLE PARCELS IN ST. ELMO, CHATTANOOGA, TN 37409 TAX MAP No. SEE NOTE 10

NOTE: THIS SURVEY IS NOT TRANSFERABLE TO ANY OTHER OWNER OR LENDER, ATTORNEY, ENGINEER, ARCHITECT AND MAY NOT BE COPIED OR USED IN ANY WAY WITHOUT THE WRITTEN CONSENT TO THE SURVEYOR.



LOCATION MAP

N.T.S.

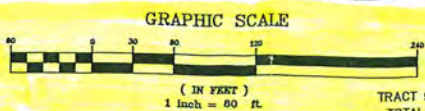
LEGEND OF SYMBOLS

- | | | | |
|---|------------------------|-------|----------------------|
| ○ | SCB MANHOLE | —DHV— | OVERHEAD WIRE |
| ○ | SANITARY/STORM MANHOLE | —V— | WATER LINE |
| ○ | WATER METER | —ST— | STORM SEWER LINE |
| ○ | POWER POLE | —SS— | SANITARY SEWER LINE |
| ○ | LIGHT POLE | —G— | GAS LINE |
| ○ | CLEANOUT | —UG— | UNDERGROUND ELECTRIC |
| ○ | CATCH BASIN | —CDH— | COMMUNICATION |
| ○ | GAS VALVE | □ | ELECTRIC BOX |
| ○ | GAS METER | | |
| ○ | FIRE HYDRANT | | |
| ○ | WATER VALVE | | |
| ○ | PHONE PEDESTAL | | |

* NOTE: ALL SYMBOLS WILL NOT APPLY TO YOUR SURVEY.

SEE SHEET 1 OF 3 FOR NOTES, ETC

UNITED STATES OF AMERICA
(NATIONAL PARK)
DEED BOOK 628, PAGE 65

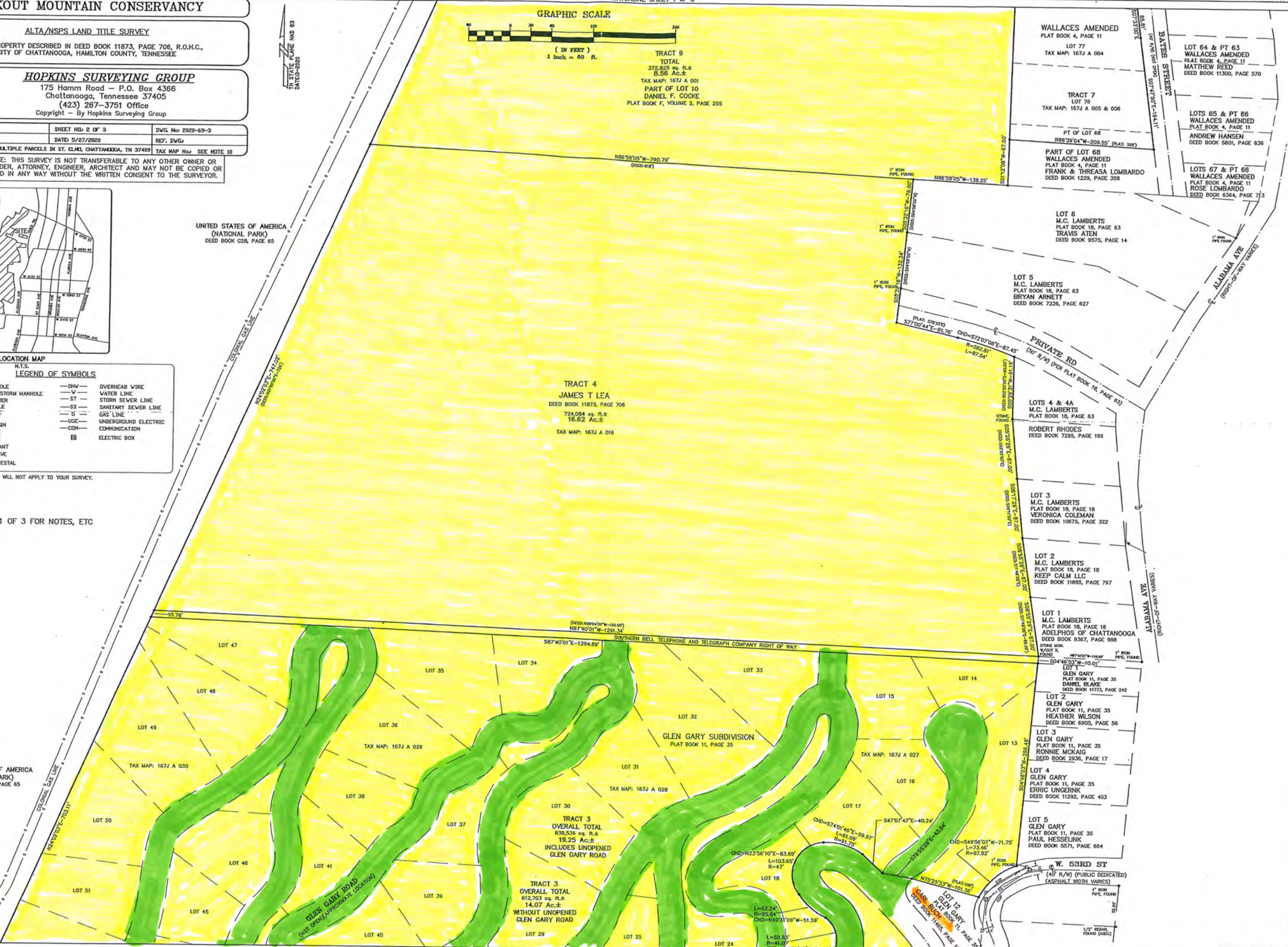


TRACT 9
TOTAL
372,825 sq. ft.±
8.56 Ac.±
TAX MAP: 167J A 001
PART OF LOT 10
DANIEL F. COCKE
PLAT BOOK F, VOLUME 2, PAGE 255

TRACT 4
JAMES T LEA
DEED BOOK 11873, PAGE 706
724,084 sq. ft.±
16.62 Ac.±
TAX MAP: 167J A 016

TRACT 3
OVERALL TOTAL
838,535 sq. ft.±
19.25 Ac.±
INCLUDES UNOPENED
GLEN GARY ROAD

TRACT 3
OVERALL TOTAL
612,703 sq. ft.±
14.07 Ac.±
WITHOUT UNOPENED
GLEN GARY ROAD



- WALLACES AMENDED
PLAT BOOK 4, PAGE 11
LOT 77
TAX MAP: 167J A 004
- TRACT 7
LOT 76
TAX MAP: 167J A 005 & 006
- PT OF LOT 68
N86°39'04"W-209.55' (PLAT 208)
- PART OF LOT 68
WALLACES AMENDED
PLAT BOOK 4, PAGE 11
FRANK & THREASA LOMBARDO
DEED BOOK 1229, PAGE 358
- LOT 6
M.C. LAMBERTS
PLAT BOOK 18, PAGE 63
TRAVIS ATEH
DEED BOOK 9575, PAGE 14
- LOT 5
M.C. LAMBERTS
PLAT BOOK 18, PAGE 63
BRYAN ARNETT
DEED BOOK 7226, PAGE 627
- LOTS 4 & 4A
M.C. LAMBERTS
PLAT BOOK 18, PAGE 63
- ROBERT RHODES
DEED BOOK 7295, PAGE 196
- LOT 3
M.C. LAMBERTS
PLAT BOOK 18, PAGE 18
VERONICA COLEMAN
DEED BOOK 10675, PAGE 322
- LOT 2
M.C. LAMBERTS
PLAT BOOK 18, PAGE 18
KEEP CALM LLC
DEED BOOK 11885, PAGE 797
- LOT 1
M.C. LAMBERTS
PLAT BOOK 18, PAGE 18
ADELPHOS OF CHATTANOOGA
DEED BOOK 9367, PAGE 988
- LOT 5
GLEN GARY
PLAT BOOK 11, PAGE 35
DANIEL BLAKE
DEED BOOK 11773, PAGE 242
- LOT 2
GLEN GARY
PLAT BOOK 11, PAGE 35
HEATHER WILSON
DEED BOOK 6905, PAGE 56
- LOT 3
GLEN GARY
PLAT BOOK 11, PAGE 35
RONNIE MCKAIG
DEED BOOK 2936, PAGE 17
- LOT 4
GLEN GARY
PLAT BOOK 11, PAGE 35
ERRIC UNGERN
DEED BOOK 11292, PAGE 403
- LOT 5
GLEN GARY
PLAT BOOK 11, PAGE 35
PAUL HESSELINK
DEED BOOK 5571, PAGE 664
- LOT 12
GLEN GARY
PLAT BOOK 11, PAGE 35
DEED BOOK 11865, PAGE 101
- LOT 64 & PT 63
WALLACES AMENDED
PLAT BOOK 4, PAGE 11
MATTHEW REED
DEED BOOK 11300, PAGE 570
- LOTS 65 & PT 66
WALLACES AMENDED
PLAT BOOK 4, PAGE 11
ANDREW HANSEN
DEED BOOK 5801, PAGE 636
- LOTS 67 & PT 66
WALLACES AMENDED
PLAT BOOK 4, PAGE 11
ROSE LOMBARDO
DEED BOOK 6364, PAGE 713

TN STATE PLANE NAD 83
DATE: 03-2020

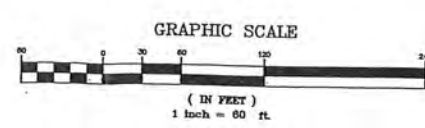
MATCHLINE SHEET 2 OF 3



LEGEND OF SYMBOLS

○	SCB MANHOLE	—DW—	OVERHEAD WIRE
○	SANITARY/STORM MANHOLE	—W—	WATER LINE
○	WATER METER	—ST—	STORM SEWER LINE
○	POWER POLE	—SS—	SANITARY SEWER LINE
○	CLEANOUT	—G—	GAS LINE
○	CATCH BASIN	—LGE—	UNDERGROUND ELECTRIC
○	GAS VALVE	—CUH—	COMMUNICATION
○	GAS METER	□	ELECTRIC BOX
○	FIRE HYDRANT		
○	WATER VALVE		
○	PHONE PEDESTAL		

* NOTE: ALL SYMBOLS WILL NOT APPLY TO YOUR SURVEY.



SEE SHEET 1 OF 3 FOR NOTES, ETC

NOTE: THIS SURVEY IS NOT TRANSFERABLE TO ANY OTHER OWNER OR LENDER, ATTORNEY, ENGINEER, ARCHITECT AND MAY NOT BE COPIED OR USED IN ANY WAY WITHOUT THE WRITTEN CONSENT TO THE SURVEYOR.

LOOKOUT MOUNTAIN CONSERVANCY

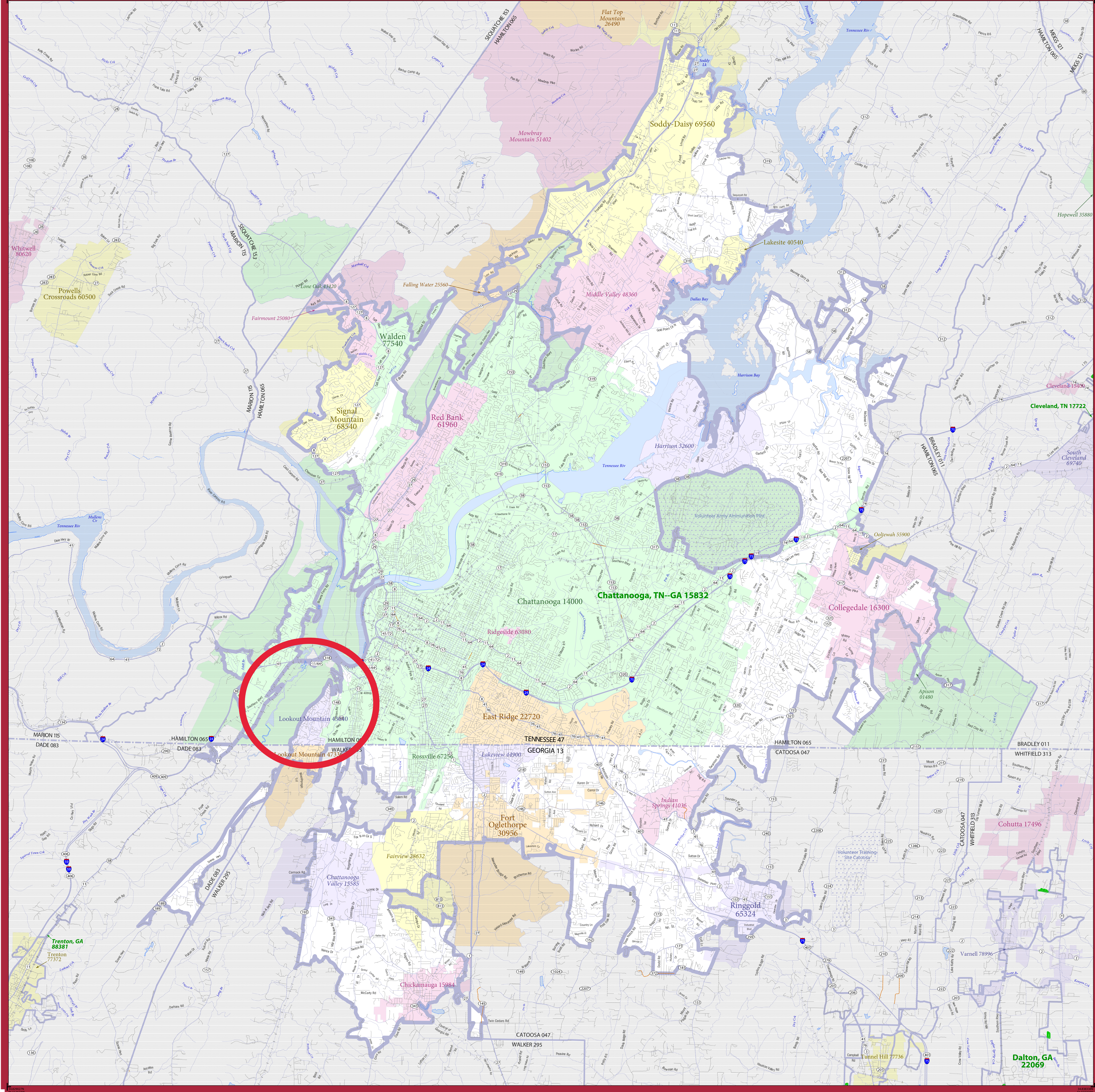
ALTA/NSPS LAND TITLE SURVEY
OF THE PROPERTY DESCRIBED IN DEED BOOK 11873, PAGE 706, R.O.H.C., CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE

HOPKINS SURVEYING GROUP
175 Hamm Road - P.O. Box 4366
Chattanooga, Tennessee 37405
(423) 267-3751 Office
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DRAWN BY: AJ/ZA	SHEET NO: 3 OF 3	DWG. NO: 2020-69-3
SCALE: 1" = 60'	DATE: 5/27/2020	REF. DWG.
PROPERTY ADDRESS: MULTIPLE PARCELS IN ST. ELMO, CHATTANOOGA, TN 37409	TAX MAP No.	SEE NOTE 10

DWG. NO.: 2020-69-3

2010 CENSUS - URBANIZED AREA REFERENCE MAP: Chattanooga, TN-GA



LEGEND

SYMBOL DESCRIPTION	SYMBOL	LABEL STYLE
International	--- ---	CANADA
Federal American Indian Reservation	L'ANSE RES 1880
Off-Reservation Trust Land	T1880
Urbanized Area	Dover, DE 24580
Urban Cluster	Toolee, VT 88057
State (or statistically equivalent entity)	--- ---	NEW YORK 36
County (or statistically equivalent entity)	--- ---	ERIE 029
Minor Civil Division (MCD) ^{1,2}	--- ---	Bristol town 07485
Consolidated City	MILFORD 47500
Incorporated Place ^{1,3}	Davis 18100
Census Designated Place (CDP) ²	Incline Village 35100

DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL
Interstate	Water Body
U.S. Highway	Military
State Highway	Outside Subject Area
Other Road		
Railroad		
Perennial Stream		
Intermittent Stream		

Where international, state, county, and/or MCD boundaries coincide, the map shows the boundary symbol for only the highest-ranking of these boundaries.

1 A ** following an MCD name denotes a false MCD. A *** following a place name indicates that a false MCD exists with the same name and FIPS code as the place; the false MCD label is not shown.

2 MCD boundaries are shown in the following states in which some or all MCDs function as general-purpose governmental units: Connecticut, Illinois, Indiana, Kansas, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, New Hampshire, New Jersey, New York, North Dakota, Ohio, Pennsylvania, Rhode Island, South Dakota, Vermont, and Wisconsin. (Note that Illinois and Nebraska have some counties covered by nongovernmental precincts and Missouri has most counties covered by nongovernmental townships.)

3 Place label color corresponds to the place fill color.
Label colors: Davis Davis Davis Davis Davis

SUBJECT AREA COUNTIES ON MAP SHEET

- 13047 Catoosa
- 13083 Dade
- 13295 Walker
- 47065 Hamilton
- 47153 Sequatchie

All legal boundaries and names are as of January 1, 2010. Urban areas are based on results from the 2010 Decennial Census. The boundaries shown on this map are for Census Bureau statistical data collection and tabulation purposes only; their depiction and designation for statistical purposes does not constitute a determination of jurisdictional authority or rights of ownership or entitlement.

Geographic Vintage: 2010 Census (reference date: January 1, 2010)
Data Source: U.S. Census Bureau's MA/TIGER database (TAB10)
Map Created by Geography Division: March 10, 2012

U.S. DEPARTMENT OF COMMERCE Economics and Statistics Administration U.S. Census Bureau

Projection: Albers Equal Area Conic
Datum: NAD 83
Spheroid: GRS 80
1st Standard Parallel: 31 07 46
2nd Standard Parallel: 34 13 35
Central Meridian: -83 10 26
Latitude of Projection's Origin: 30 21 19
False Easting: 0
False Northing: 0

The plotted map scale is 1:73163

0 2 4 6 8 10 kilometers

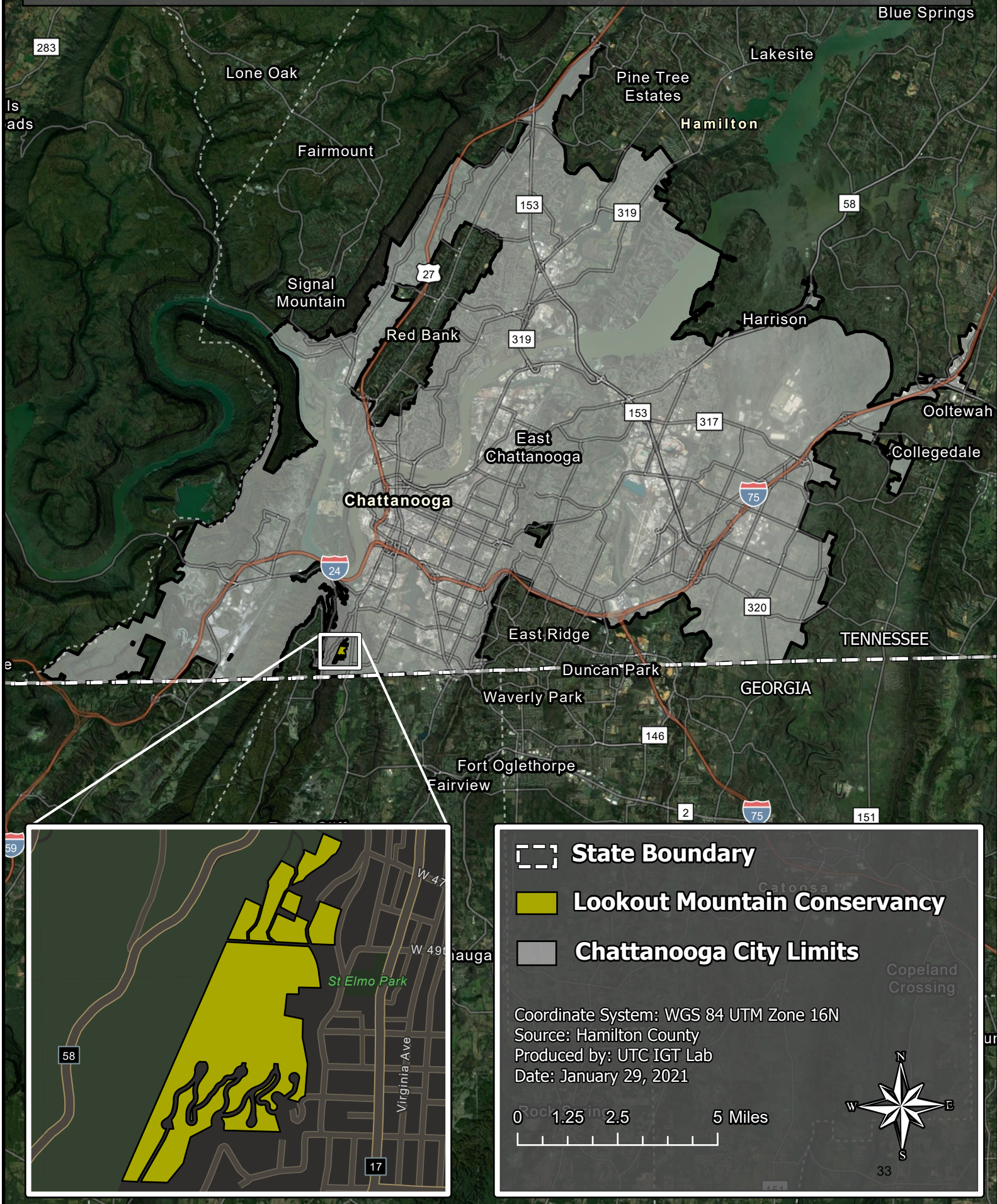
0 2 4 6 8 10 miles

PARENT SHEET 1
Total Sheets: 1
Index Sheets: 0
Parent Sheets: 1

UA NAME: Chattanooga, TN-GA
UA CODE: 15832
ENTITY TYPE: Urbanized Area (UA)
ST: Georgia (13), Tennessee (47)

2010 CENSUS UA REF MAP (PART 1)
2/10/10/0001

Lookout Mountain Conservancy Regional Map



State Boundary

Lookout Mountain Conservancy

Chattanooga City Limits

Coordinate System: WGS 84 UTM Zone 16N

Source: Hamilton County



Produced by: UTC IGT Lab

Date: January 29, 2021

0 1.25 2.5 5 Miles



Lookout Mountain Conservancy Project Area

-  LMC Project Area
-  Developed Parcels

Coordinate System: WGS 84 UTM Zone 16N
Source: Hamilton County
Produced by: UTC IGT Lab
Date: January 29, 2021

0 175 350 700 Feet



Lookout Mountain Conservancy Perimeter Analysis

Developed Perimeter 3,986.67 ft
LMC Tract Perimeter 11,873.16 ft

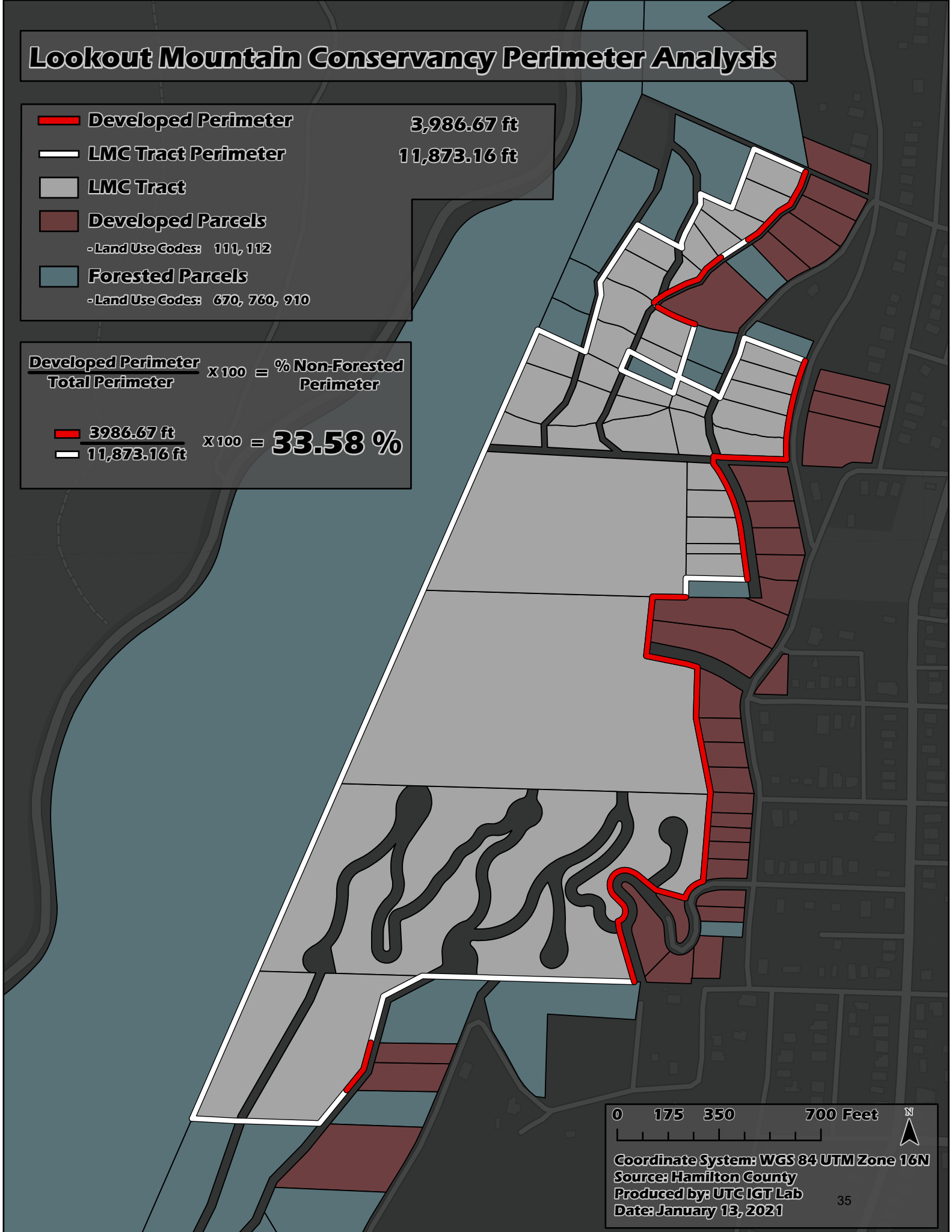
LMC Tract


Developed Parcels
- Land Use Codes: 111, 112

Forested Parcels
- Land Use Codes: 670, 760, 910

$\frac{\text{Developed Perimeter}}{\text{Total Perimeter}} \times 100 = \% \text{ Non-Forested Perimeter}$

$\frac{3986.67 \text{ ft}}{11873.16 \text{ ft}} \times 100 = \mathbf{33.58 \%}$



0 175 350 700 Feet 

Coordinate System: WGS 84 UTM Zone 16N
Source: Hamilton County
Produced by: UTC IGT Lab
Date: January 13, 2021

Book/Page	GI 12357 / 122
Instrument	2021021600262
15 Page	RESTRICTIONS
Recorded by	CLM on 2/16/2021 at 2:16 PM
MISC RECORDING FEE	75.00
DATA PROCESSING FEE	2.00
TOTAL FEES	\$77.00
State of Tennessee Hamilton County Register of Deeds, MARC GRAVITT	

This Instrument Prepared By
And After Recording Return To:

Robert L. Dann
Miller & Martin PLLC
Suite 1200, Volunteer Bldg.
832 Georgia Avenue
Chattanooga, TN 37402-2289

Send Tax Bill to:

Lookout Mountain Conservancy
P.O. Box 76
Lookout Mountain, TN 37350

Tax Parcel Nos.

167G-A-006, 007, 008, 009, 010,
011, 012, 013, 014, 015, 018, 019,
020, 021, 022, 023; 167G-B-001,
002, 003, 005, 006, 015, 016, 017,
018, 019, 020, 021, 022; 167J-A-001,
002, 003, 004, 005, 006, 016, 027,
028, 029, 030, 031, 032; 167P-A-
002, 003

DECLARATION OF CONSERVATION RESTRICTIONS AND COVENANTS

OB# 9445

THIS DECLARATION OF CONSERVATION RESTRICTIONS AND COVENANTS (this "Declaration") is made by **LOOKOUT MOUNTAIN CONSERVANCY**, a Tennessee non-profit corporation, (the "Declarant".)

WHEREAS, Declarant is the owner in fee simple of certain property comprising approximately 64 acres (including abandoned road area) of land in the City of Chattanooga, Hamilton County, Tennessee, and more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference, and hereinafter referred to as the "Property"; and

WHEREAS, the Property has been acquired by Declarant based on the following:

1. In addition to its efforts to acquire and conserve tracts of wildlife-filled forest, scenic mountains and streams on or near Lookout Mountain, Declarant has also focused on providing trails to the public for hiking, biking and horseback riding, as well as preserving trees and natural vegetation within these tracts.
2. The Property provides an essential step in connecting foot trails for residents of the St. Elmo neighborhood to other trails owned and maintained by Declarant.

3. The Property is entirely covered with significant trees and indigenous plant life (the “Natural Amenities”), which are of great importance to the citizens of Chattanooga, Hamilton County and the state of Tennessee and which Declarant desires to conserve in its natural state.

4. Much of the Property was platted long ago for roads and single-family residential lots, but was never actually developed for such, and Declarant desires to close such platted roads in order to prevent such development.

WHEREAS, unrestricted development of the Property would lead to or contribute to the degradation of the Natural Amenities; and

WHEREAS, the specific Natural Amenities of the Property are documented in a report (the “Baseline Report”) to be kept on file at the offices of Declarant and incorporated herein by this reference, which Baseline Report the Declarant confirms provides an accurate representation of the Natural Amenities on the Property at the time of this Declaration and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Declaration; and

WHEREAS, Declarant is a publicly-supported, tax-exempt, non-profit organization whose purposes include the conservation and/or preservation of natural resources, wildlife habitat, open space and woodland areas; and

WHEREAS, Declarant recognizes the values inherent in the open space, wooded, and scenic character of the Property, and is committed to the conservation and protection in perpetuity of the Property by voluntarily placing enforceable restrictions upon the use of the Property, and by the declaration of affirmative rights in this Declaration for the protection of the Property;

NOW, THEREFORE, in consideration of the above and the terms, conditions, and restrictions contained herein, Grantor hereby declares that the Property shall be held, transferred,

sold, conveyed, used, and occupied subject to the covenants, conditions, restrictions, and easements (the “Covenants”) hereinafter set forth, which Covenants, shall constitute restrictive covenants and shall be deemed to run with the land and burden the Property in perpetuity.

1. **PURPOSE.** It is the purpose of this Declaration both to assure that subject to the Permitted Uses described in Article 4.d. below, the Property will be retained forever predominantly in its scenic, natural, wooded condition for conservation purposes, and to prevent any other use of the Property that would significantly impair or interfere with the Natural Amenities of the Property.

2. **RIGHTS OF DECLARANT.**

a. **Affirmative Rights of Declarant.** Declarant hereby declares the following rights of Declarant relative to the Property, which rights shall be in addition to, and not in limitation of, any other rights and remedies available to Declarant:

i. to prevent any current or future owner, tenant or user (collectively an “Owner”) of all or part of the Property from conducting any activity on, or use of the Property that is inconsistent with the purpose of this Declaration and to require any Owner to restore such areas or features of the Property that may be damaged or negatively impacted by any inconsistent activity or use, or any failure to act;

ii. after reasonable notice to Owner (except that no notice shall be required in case of emergency), and without unreasonably interfering with Owner’s use and quiet enjoyment of the Property, as restricted by this Declaration, to enter upon the Property at reasonable times and in a reasonable manner in order to monitor Owner’s compliance with, and otherwise enforce the terms of, this Declaration, including but not limited to those monitoring rights more specifically set forth in Article 8, provided that in the absence of evidence which

gives Declarant a reasonable basis to believe there has been a violation by any Owner of the provisions of this Declaration, such entry shall typically occur quarterly, but may occur more frequently and with 24-hour notice during any Owner's development or construction activities on the Property, or in response to a request hereunder by any Owner;

iii. to further monitor any Owner's compliance with this Declaration, by conducting aerial photography or videotaping through the use of any lawful unmanned aerial vehicle or "drone," either operated directly by Declarant or by a service provider to Declarant expressly for the purposes of monitoring ongoing compliance with the Covenants set forth herein;

iv. after providing any Owner with at least thirty (30) days' notice and opportunity to cure (except that no notice or opportunity to cure shall apply in case of emergency), to enforce the Covenants set forth in this Declaration in the case of breaches by such Owner by appropriate legal proceedings in a local court of competent jurisdiction; and

v. if Declarant in good faith determines that circumstances require immediate action to prevent or mitigate damage, as determined in Declarant's judgment, to the Natural Amenities of the Property, to obtain legal or equitable relief against any violations in a local court of competent jurisdiction, including without limitation, orders to cease and desist any offending activities and otherwise requiring restoration of the Property to the condition that existed prior to any such violation.

b. **Forbearance Not a Waiver**. Any forbearance by Declarant to exercise its rights under this Declaration in the event of any breach of any term of this Declaration shall not be deemed or construed to be a waiver by Declarant of such term or of any subsequent breach of the same or any other term of this Declaration or of any of Declarant's rights under this

Declaration. No delay or omission by Declarant in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

c. **Acts Beyond Owner's Control.** Nothing contained in this Declaration shall be construed to entitle Declarant to bring any action against an Owner for any injury to or change in the Property resulting from causes beyond such Owner's control, and not caused by Owner, including, without limitation, acts of trespassers or the unauthorized or wrongful acts of third parties, fire, flood, storm, and natural earth movement, or major tree disease, or from any prudent action taken by such Owner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Notwithstanding the foregoing, nothing herein shall preclude Declarant's rights to pursue any third party for damages to the Property from vandalism, trespass, or any other violation of the terms of this Declaration.

d. **Costs.** In connection with any action to enforce the terms of this Declaration, Declarant shall be entitled to recover court costs and reasonable attorneys' fees from the violating Owner.

3. **PROHIBITED USES; RESERVED RIGHTS OF GRANTOR.** The following acts or uses are expressly forbidden on, over, or under the Restricted Property, except as provided in Article 4 below:

a. cutting, removing, or otherwise destroying shrubbery or trees (except as permitted in Article 4.b. below);

b. mining, excavating, dredging, or removing from the Property of soil, loam, peat, gravel, sand, hydrocarbons, rock, or other mineral resource or natural deposit;

c. commercial or industrial uses of the Property;

d. constructing or placing of any building, mobile home, energy facility, roadway (whether paved or unpaved), transmission line, receiving or transmitting tower for public utilities or other temporary or permanent structure or facility on, above, below the Property;

e. the installation of underground storage tanks or the placing, filling, storing, or dumping on the Property of soil, refuse, trash, garbage, vehicle bodies or parts, rubbish, debris, junk, waste, or other such substance, whether or not generated on the Property; and

f. any activity or use of the Property which would impair the Natural Amenities, unless such use or activity is necessary for the protection of the Natural Amenities that are the subject of this Declaration, in which case such use or activity shall be subject to the prior approval of Declarant as provided in Article 8.a. below.

g. subdividing the Property in violation of Article 14 below.

4. **RESERVED RIGHTS OF OWNER.** The provisions of this Article notwithstanding, the following rights, uses, and activities of or by an Owner shall be permitted by this Declaration:

a. To create and maintain unpaved trails for hiking, biking and horseback riding as long as such does not involve the removal of any existing tree with a trunk diameter of more than two (2) inches, and is not otherwise inconsistent with the purpose of this Declaration;

b. selective removal of fallen timber with prior written approval of Declarant for habitat enhancement and protection, fire protection, unpaved trail maintenance, or otherwise to preserve the present condition of the Property; and

c. the right to engage in outdoor non-commercial recreational activities, including, for example, hiking, biking, horseback-riding, birdwatching, and environmental education that are not disruptive of the natural environment, that are in compliance with all applicable federal, state and local statutes and regulations, and that are not otherwise inconsistent with the purpose of this Declaration (the “Permitted Uses”).

5. **ACCESS**. Declarant reserves the right to access any portion of the Property for the purposes set forth in Article 2 and Article 8 hereof.

6. **COSTS, LIABILITIES AND TAXES**. Each Owner of any portion of the Property shall have all responsibilities and shall bear all costs and liabilities of any kind, related to the ownership, operation, upkeep, and maintenance of such Owner’s portion of the Property, including the maintenance of general liability insurance coverage and any taxes assessed on such Owner’s interest in the Property, and shall indemnify, defend, and hold Declarant harmless from all such costs and expenses.

7. **HAZARDOUS MATERIAL**. Each Owner shall promptly remediate any hazardous materials released by such Owner or its agents or invitees on any portion of the Property and shall hold harmless, indemnify, and defend Declarant from and against all liabilities, penalties, costs, causes of action, claims, demands, or judgments, including without limitation reasonable attorneys’ fees, arising from or in any way connected with such release.

8. **NOTICE AND APPROVAL PRIOR TO CERTAIN ACTIONS BY OWNER**.

a. **Approval by Declarant of Certain Uses or Activities**. Except for the Permitted Uses in strict compliance with the provisions of Article 4(c) above, any activity or use of the Property shall be prohibited. Relative to Declarant’s approval of any Permitted Uses, an

Owner shall request such approval in writing and shall include therewith information identifying the proposed activity and the reasons for the proposed activity with reasonable specificity. Declarant's evaluation of the request shall take into account the criteria included in Article 4 above and the purposes of this Declaration, especially the preservation of the Natural Amenities.

b. **Timing of Declarant's Approval or Withholding of Approval.** When Declarant's approval is required prior to a proposed action by an Owner, Declarant shall grant or withhold its approval in writing within sixty (60) days after receipt of such Owner's written request therefor. Failure of Declarant to deliver a written response to the requesting Owner within such sixty (60) days shall be deemed to constitute written disapproval by Declarant.

c. **Notice to Declarant.** Following the receipt of Declarant's written approval when required under Article 8.a., and not less than thirty (30) days prior to the commencement of any use or activity approved under Article 8.a., the requesting Owner shall notify Declarant in writing of the intention to exercise such right, so that Declarant can monitor such Owner's compliance with the requirements of this Declaration. The notice shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Declarant to monitor such activity. When such information was not previously provided to Declarant under the requirements of this Article 8.c., the notice shall also include information evidencing the conformity of such activity with the requirements hereof. At Declarant's sole discretion, Declarant may permit commencement of the activity less than thirty (30) days after receiving an Owner's written notice.

d. **Breach.** Failure to secure such approval or give such notice as may be required by this Article 8 shall be a material breach of this Declaration notwithstanding any other

provision of this Declaration, shall entitle Declarant to such rights or remedies as may be available under Article 2.

9. **LIMITATIONS ON ASSIGNMENT BY DECLARANT.** The Declarant's rights and obligations hereunder may be assigned by Declarant by instrument recorded in the Register's Office of Hamilton County, Tennessee, identifying the name and address of the assignee. Declarant shall make reasonable attempts to notify each then-current Owner in writing within thirty (30) days after any such assignment of such assignee's name and address.

10. **EXTINGUISHMENT.** If circumstances arise in the future that render the purpose of this Declaration impossible to accomplish, this Declaration can only be terminated or extinguished, whether with respect to all or part of the Property, by judicial proceedings in a local court of competent jurisdiction.

11. **CONDEMNATION.** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, the applicable Owner(s) and Declarant may join in appropriate proceedings at the time of such taking to recover the full value of their respective interests in the Property subject to the taking and all incidental or direct damages resulting from the taking.

12. **PROHIBITION OF SUBDIVISION.** Except as required for the Permitted Uses, including any consolidation of the parcels of land making up the Property or the combination of the Property with any other parcels of land now or hereafter owned by Declarant and made subject to this Declaration by recorded amendment hereto, any further subdivision of the Property, whether by physical or legal process, is prohibited. Any such subdivision of the

Property, recording of a subdivision plan, partition of the Property, or any attempt to divide the Property without permission of the Declarant is prohibited.

13. **LIABILITY AND INDEMNIFICATION.** If Declarant is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property, and if such personal injury or property damage is held by the court to arise from the negligence or intentional misconduct of any Owner, such Owner shall indemnify and reimburse Declarant for these payments, as well as for reasonable attorneys' fees and other expenses of defending itself, unless Declarant or any of its agents have committed a deliberate act that is determined by a court to be the primary cause of the injury or damage.

17. **GENERAL PROVISIONS.**

a. **Controlling Law.** The interpretation and enforcement of this Declaration shall be governed by the laws of the State of Tennessee.

b. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Declaration shall be liberally construed in favor of the grant to effect the purpose of this Declaration. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Declaration that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. **Severability.** If any provision of this Declaration or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Declaration and their application to other persons and circumstances shall not be affected thereby.

d. **Successors.** The covenants, terms, conditions, and restrictions of this Declaration shall inure to the benefit of the Declarant and be binding upon all future Owners of

all or any portion of the Property, and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property, provided that (i) a person is not responsible for violations that occur on such person's land after that person ceases to be an Owner or have any interest therein; (ii) in the event of a breach of the terms hereof by the Owner or Owners of the Property, no Owner or Owners of any other interest in the Property shall be liable for such breach or for any costs associated therewith; and (iii) if the original Declarant assigns its rights hereunder in accordance with Article 9 above, the original Declarant shall not be liable or responsible for any obligations hereunder or actions taken by the assignee after such assignment.

e. **Notices.** Any notice, demand, request, consent, approval, or communication that is required to be given to the Declarant shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

Lookout Mountain Conservancy
P.O. Box 76
Lookout Mountain, TN 37350

or to such other address as Declarant from time to time shall designate by written notice to the Owner(s).

Any notice, demand, request, consent, approval, or communication that is required to be given to an Owner shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed to such Owner as set forth on the latest vesting deed for the applicable portion(s) of the Property recorded in Hamilton County, Tennessee, or to such other address as the applicable Owner from time to time shall designate by written notice to the Declarant as set forth above.

h. **Effective Date.** The restrictions arising hereunder take effect on the date this Declaration is recorded in the Register's Office of Hamilton County, Tennessee.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized officer on the date set forth below.

LOOKOUT MOUNTAIN CONSERVANCY

FEB 16, 2021
Date

By: [Signature]
Title: CEO

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Robyn L Carlton, to me known (or proved to me on the basis of satisfactory evidence) to be the CEO of Lookout Mountain Conservancy, a non-profit, the within named bargainer, who acknowledged that he/she executed the foregoing instrument for the purposes therein contained by signing the name of the entity by him/herself as CEO.

WITNESS my hand, at office, this 16 day of February, 2021.

[Signature]
NOTARY PUBLIC

My commission expires: 11-22-2023

NOTARY PUBLIC

My commission expires: _____

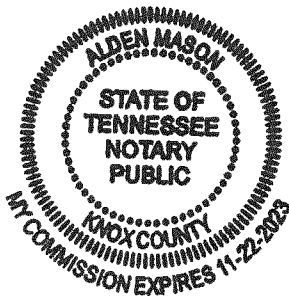


EXHIBIT A

Description of Property

TRACT ONE (1): Map Parcel Nos. 167G-A-006 and 167G-A-009: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lots 130 and 133, First Addition to St. Elmo, Beulah Ruoff Tract, as shown by plat of record in Plat Book 2, Page 44, in the Register's Office of Hamilton County, Tennessee.

TRACT TWO (2): Map Parcel Nos. 167G-B-018, 167G-B-017, 167G-B-016, 167G-B-002, 167G-B-003, 1670-B-005, 167G-B-006: All those tracts or parcels of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lots 92, 93, 94, 100, 101, 103, and 104, of the Beulah Ruoff Tract first Addition to St. Elmo as shown on plat recorded in Plat Book 2, Page 44, in the Register's Office of Hamilton County, Tennessee.

TRACT THREE (3): Map Parcel Nos. 167J-A-027, 167J-A-028, 167J-A-029, 1671-A-030, 1671-A-031, and 167J-A-032: All those tracts or parcels of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lot Nos. 13 through 53, inclusive, Glen Gary, J.V. Trotter Subdivision, excepting Lot Nos. 19, 20 and 21, as shown on the plat of said Subdivision recorded in Plat Book 11, Page 35, in the Register's Office of Hamilton County, Tennessee, there being conveyed hereby 38 Lots.

TRACT FOUR (4): Map Parcel No. 1671-A-016: Being a part of what is sometimes referred to as Lot 111, Scholtz Addition, as shown by plat recorded in Plat Book 5, Page 50, in the Register's Office of Hamilton County, Tennessee and being also a part of the property conveyed to M. C. Lambert on March 12, 1952, described as follows: BEGINNING on the Southern line of said tract in the Northern line of the Southern Bell Telephone and Telegraph Company's right-of-way at a stone monument, it being North 89 degrees 4 minutes West 150 feet along said line from the Western line of Alabama Avenue, said BEGINNING point being also the Southwestern corner of Lot 1, M. C. Lambert Subdivision, as shown by plat of record in Plat Book 18, Page 18, in the Register's Office of Hamilton County, Tennessee; thence about North 89 degrees 4 minutes West along the Northern line of said Southern Bell Telephone and Telegraph Company's right-of-way, 1250 feet, more or less, to the line dividing Sections 16 and 17, Township 3, Range 4, West of the Basis Line of the Ocoee District; thence about North 21 degrees East along the said line 726 feet, more or less, to the Northwestern corner of the said Lambert tract in the Old Cooks Line; thence Eastwardly along said line (being Lambert's Northern line) 818 feet, more or less, to a stake at the Northwestern corner of Lot 6, M.C. Lambert's Subdivision, as shown by plat of record in Plat Book 18, Page 63, in the said Register's Office; thence South 4 degrees 8 minutes West along the Western line of Lots 6 and 5 of said subdivision, passing the Southwestern corner of Lot 5 at 156 feet and continuing across a private road in all 206 feet, more or less, to the Southern line of said private road; thence Southeastwardly along the line of said private road 195 feet, more or less, to a Northwestern corner of Lot 4-A, shown on said plat

registered in Plat Book 18, Page 63, in the said Register's Office; thence South 2 degrees 20 minutes East along the Western line of said Lot 4-A, 90 feet to the Northwestern corner of Lot 4, as shown by plat of record in Plat Book 18, Page 18, in the said Register's Office; thence South 2 degrees 20 minutes East 87 feet to an iron pipe in the Northwestern corner of Lot 3, as shown by plat of record in Plat Book 18, Page 18, in the said Register's Office; thence South 9 degrees 11 minutes East along the Western line of Lot 3, 87 feet to the Northwestern corner of Lot 2 of said subdivision; thence South 11 degrees 49 minutes East 87 feet to another iron pipe stake at the Northwestern corner of Lot 3 of said subdivision; thence South 11 degrees 49 minutes East along the Western line of said Lot 2 passing its corner at 87 feet, being marked by an iron stake, in all 175 feet to the point of BEGINNING.

TRACT FIVE (5): Map Parcel Nos. 167G-A-012 and 167G-A-013: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lots 136 and 137~ of the Beulah Ruoff Subdivision of St. Elmo, as per plat recorded in Plat Book 2, Page 44, in the Register's Office of Hamilton County, Tennessee.

TRACT SIX (6): Map Parcel Nos. 167P-A-003 and 167P-A-002: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lots 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, and 42, Ward, Bates and Bradford Subdivision, as shown by plat recorded in Plat Book 8, Page 51, in the Register's Office of Hamilton County, Tennessee

TRACT SEVEN (7): Map Parcel No. 167J-A-006: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lot 68 and that portion of Lot 76 lying South of the north line of Lot 65, if extended westwardly, Wallace's Amended Addition to St. Elmo, as shown by plat of record in Plat Book 4, Page 11, in the Register's Office of Hamilton County, Tennessee. LESS AND EXCEPT that portion of Lot 68 conveyed by Deed recorded in Book 1229, Page 358, in the said Register's Office.

TRACT EIGHT (8): Map Parcel Nos. 1671-A-005, 1671-A-004, 1671-A-003, and 1671-A-002: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lots 77, 78, 79, and part of Lot 76, lying North of the North line of Lot 65, if extended Westwardly, Wallace amended Addition to St. Elmo, as shown by plat recorded in Plat Book 4, Page 11, in the Register's Office of Hamilton County, Tennessee.

TRACT NINE (9): Map Parcel No. 1671-A-001: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lot 10 of the Cooks Farm, as shown on the plat of the Cooks Farm recorded in Book F, Volume 2, Page 255, in the Register's Office of Hamilton County, Tennessee, except the east 97 poles thereof. Said parcel of land is bounded on the north by what is known as the Beulah Ruoff Tract, on the south by Scholtze or Scholts land, on the east by Wallace's Amended Addition to St. Elmo, and on the West by the West line of the aforesaid Section 16, which is also the east line of the A.M. Johnson heirs tract.

TRACT TEN (10): Map Parcel Nos. 1670-B-001, 167G-A-023, 1670-A-022, 167G-A-021, 167G-A-020, 167G-A-019, 1670-A-018, 167G-A-007, 167G-A-008, 167G-A-010, 1670-A-011, 167G-A-014,

167G-A-015: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lots 99, 113, 114, 115, 116, 117, 118, 131, 132, 134, 135, 138 and 139, in the Beulah Ruoff Tract First Addition to St. Elmo as shown on plat recorded in Plat Book 2, Page 44, in the Register's Office of Hamilton County, Tennessee.

TRACT ELEVEN (11): Map Parcel No. 167G-B-021: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lot 89, of the Beulah Ruoff Tract first Addition to St. Elmo as shown on plat of record in Plat Book 2, Page 44, in the Register's Office of Hamilton County, Tennessee.

Being a portion of that property conveyed by Warranty Deed recorded in Book 11873, Page 706, in the Register's Office of Hamilton County, Tennessee.

Map Parcel Nos. 167G-B-015, 167G-B-019, 167G-B-020, 167G-B-022: Situate the City of Chattanooga, Hamilton County, Tennessee: Being lots 88, 90, 91, and 95, Beulah Ruoff Tract, as shown by plat recorded in Plate Book 2. Page 44, in the Register's Office of Hamilton County, Tennessee.

Being a portion of that property conveyed by Special Warranty Deed recorded in Book 10455. Page 784, in the Register's Office of Hamilton County, Tennessee.

CITY FOREST CREDITS - PRESERVATION CARBON QUANTIFICATION CALCULATOR

Credit calculator for use with standard carbon stock tables (Section 10.1.A)

Project Name St Elmo Trail Preservation
Project Location Chattanooga, TN
Project Operator Lookout Mountain Conservancy

3-Feb-21	Date of estimate
58.1	Total acres in the project
0	Not clearable, per code, acres
0	Developable area to be kept in trees not counted in the line above, acres
58.1	Net potential clearable, per code, and to be preserved, acres
B50 Oak-Hickory	Table number and forest type & region from Appendix B, US Forest Service General Technical Report NE-343
90	Stand age (years)
70.4	Biomass tC/ac
258.1	Biomass tCO ₂ e/ac
100%	Percent cover, from i-Tree Canopy (provide file containing coordinates of evaluated points)
14,998	Project Stock, tCO ₂ e (Section 10.1.A.)
11,998	Accounting Stock, tCO ₂ e
90%	Fraction at risk of tree removal (Section 10.2)
10,798	Avoided Biomass Emissions, tCO ₂ e
50%	Avoided impervious surface, percent (Section 10.4)
29.05	Avoided impervious surface, acres
3,486	Avoided Soil Carbon Emissions, tCO ₂ e
18.3%	Displacement: fraction of avoided development that cannot be served by development or re-development of existing non-treed properties within the urban area (Section 10.5.A)
1,976	Displaced Biomass Emissions, tCO ₂ e
1,056	Displaced Soil Emissions (assumes that redevelopment causes increase in impervious surface on revegetated parcels)
8,822	Credits from Avoided Biomass Emissions, tCO ₂ e
2,430	Credits from Avoided Soil Emissions, tCO ₂ e
11,252	Total Credits attributed to the project, tCO ₂ e
1,125	Registry reversal pool (10%), tCO ₂ e
10,127	Total credits issued to the project, tCO₂e
174	Total credits issued to the project, tCO₂e/acre

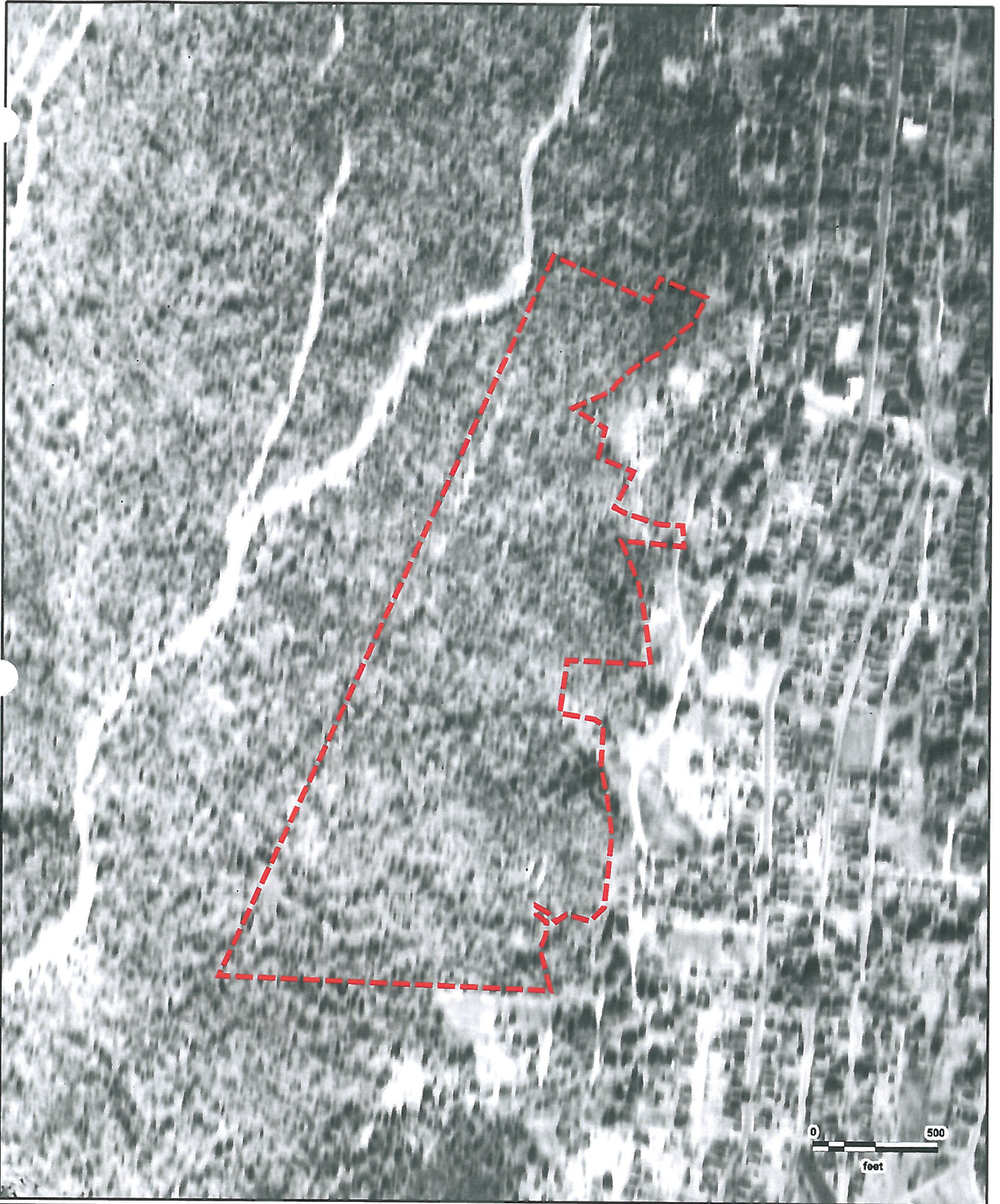
Year	Credits Issued This Year	Cumulative Credits Issued
1	8715	8715
2	1412	10127
3		
4		
5		

Assumptions:
 Canopy cover is 100% per Holly

St. Elmo Preservation Project Area

The red outline delineates the project area. There are 44 separate parcels included in the project area.





Lookout Mtn.
TVA
1939

GeoSearch

Location Information

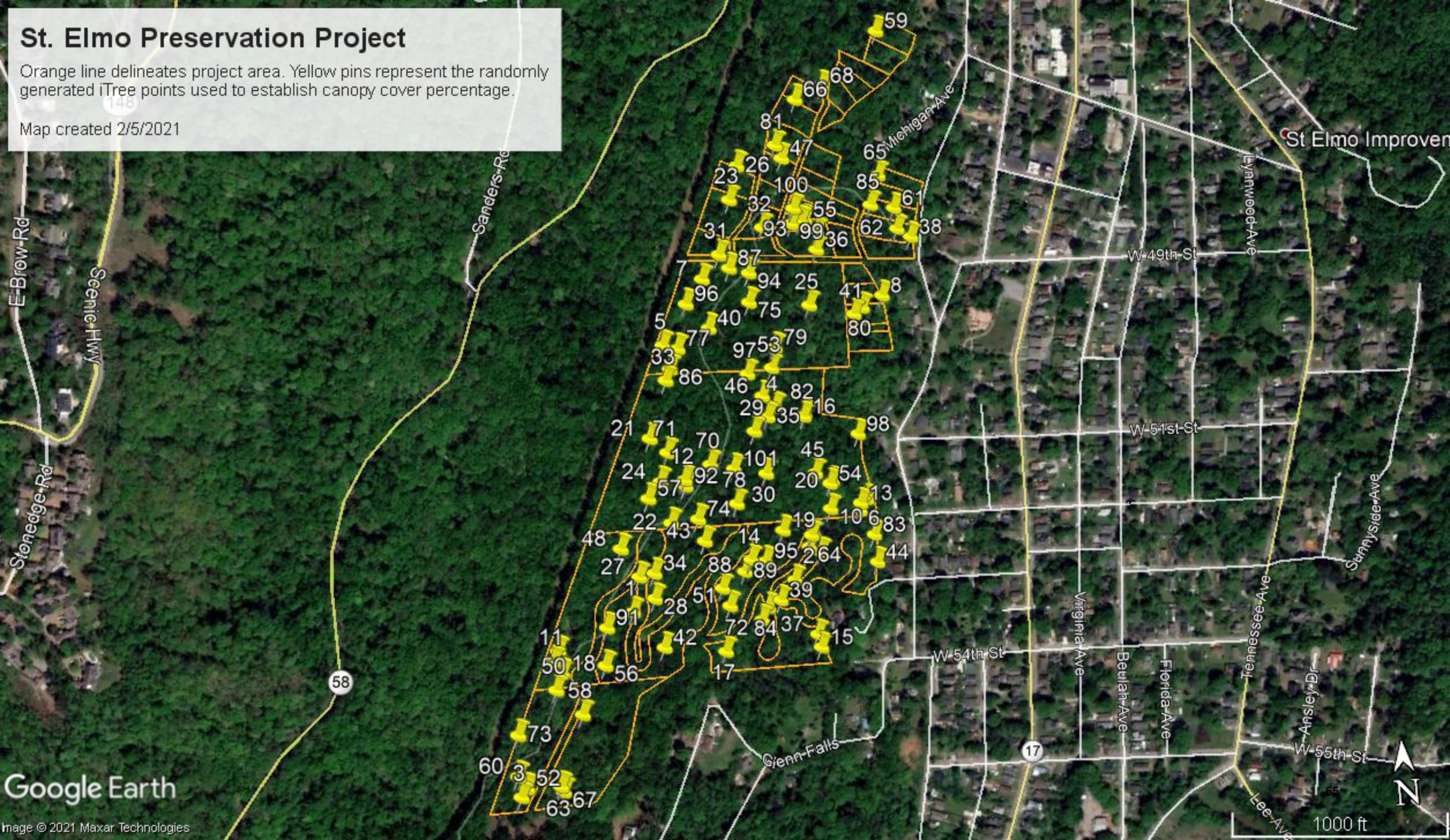
Forest Details (High Resolution UTC)

Dataset	Type	Name	ID	Forest Type Groups	Basal Area by Species (Top 10)	Total Basal Area (ft ²)
NLCD 2011	Block Group	N/A	470650018001	<ul style="list-style-type: none"> Loblolly/Shortleaf Pine (5.08%) Oak/Hickory (89.83%) Oak/Pine (5.08%) 	<ul style="list-style-type: none"> Quercus spp., oak spp. (67053 ft²) Quercus prinus, chestnut oak (46102 ft²) Carya spp., hickory spp. (17407 ft²) Carya glabra, pignut hickory (15913 ft²) Acer spp., maple spp. (12056 ft²) Quercus alba, white oak (9052 ft²) Quercus rubra, northern red oak (8682 ft²) Pinus spp., pine spp. (8113 ft²) Pinus virginiana, Virginia pine (6974 ft²) Acer saccharum, sugar maple (5992 ft²) ... 	236,538.0
Selection Total:				<ul style="list-style-type: none"> Loblolly/Shortleaf Pine (5.08%) Oak/Hickory (89.83%) Oak/Pine (5.08%) 	<ul style="list-style-type: none"> Quercus spp., oak spp. (67053 ft²) Quercus prinus, chestnut oak (46102 ft²) Carya spp., hickory spp. (17407 ft²) Carya glabra, pignut hickory (15913 ft²) Acer spp., maple spp. (12056 ft²) Quercus alba, white oak (9052 ft²) Quercus rubra, northern red oak (8682 ft²) Pinus spp., pine spp. (8113 ft²) Pinus virginiana, Virginia pine (6974 ft²) Acer saccharum, sugar maple (5992 ft²) ... 	236,538.0

St. Elmo Preservation Project

Orange line delineates project area. Yellow pins represent the randomly generated iTree points used to establish canopy cover percentage.

Map created 2/5/2021



Id	Cover Class (using iTree imagery)	Cover Class (using Google Earth Pro imagery)	Latitude	Longitude
1	Soil/Bare Ground		34.99062781	-85.33714949
2	Soil/Bare Ground		34.99131237	-85.3344221
3	Tree/Shrub		34.98863137	-85.3389429
4	Tree/Shrub		34.99291833	-85.33479581
5	Tree/Shrub		34.99377133	-85.33636078
6	Tree/Shrub		34.9915489	-85.3336493
7	Soil/Bare Ground		34.99451795	-85.33570408
8	Tree/Shrub		34.99417644	-85.33302347
9	Tree/Shrub		34.99500244	-85.33394228
10	Tree/Shrub		34.99161002	-85.33409777
11	Tree/Shrub		34.99017488	-85.33831783
12	Tree/Shrub		34.99214599	-85.33622169
13	Tree/Shrub		34.99163926	-85.3336276
14	Tree/Shrub		34.99109484	-85.33535572
15	Tree/Shrub		34.98992053	-85.33442292
16	Tree/Shrub		34.99277176	-85.33437432
17	Tree/Shrub		34.9900027	-85.33585427
18	Tree/Shrub		34.99001458	-85.33821661
19	Tree/Shrub		34.99141313	-85.33484696
20	Soil/Bare Ground		34.99194153	-85.33403952
21	Tree/Shrub		34.99267846	-85.33666533
22	Tree/Shrub		34.99164811	-85.33647418
23	Tree/Shrub		34.99543066	-85.33520466
24	Soil/Bare Ground		34.9921531	-85.33656871
25	Tree/Shrub		34.9941119	-85.33415836
26	Tree/Shrub		34.99582328	-85.3350499
27	Tree/Shrub		34.99104152	-85.33701003
28	Tree/Shrub		34.99076275	-85.33681325
29	Soil/Bare Ground		34.99264778	-85.3351389
30	Tree/Shrub		34.99212546	-85.33502181
31	Soil/Bare Ground		34.99479368	-85.33542713
32	Tree/Shrub		34.9950866	-85.33475444
33	Tree/Shrub		34.99335283	-85.3363688
34	Tree/Shrub		34.99106431	-85.33678768
35	Tree/Shrub		34.99280713	-85.33491988
36	Tree/Shrub		34.99478446	-85.33397197
37	Tree/Shrub		34.99008321	-85.33446047
38	Tree/Shrub		34.9948857	-85.33248332
39	Tree/Shrub		34.99054567	-85.33496688
40	Tree/Shrub		34.99393449	-85.33567333
41	Tree/Shrub		34.99396739	-85.33349071
42	Tree/Shrub		34.99015934	-85.33674326
43	Soil/Bare Ground		34.99138347	-85.336015
44	Tree/Shrub		34.99088232	-85.3334427
45	Tree/Shrub		34.99206859	-85.33428188
46	Tree/Shrub		34.99306575	-85.33497197
47	Tree/Shrub		34.9958986	-85.33437864
48	Tree/Shrub		34.99140937	-85.33722712
49	Tree/Shrub		34.99167978	-85.33352398
50	Tree/Shrub		34.98982996	-85.33832174
51	Tree/Shrub		34.99056426	-85.33573156
52	Tree/Shrub		34.98872177	-85.33885998
53	Tree/Shrub		34.99339837	-85.33479519
54	Tree/Shrub		34.99192138	-85.3340718
55	Tree/Shrub		34.99516012	-85.3341076
56	Soil/Bare Ground		34.99003647	-85.33760852
57	Tree/Shrub		34.99196787	-85.33676692
58	Tree/Shrub		34.98949684	-85.33798874
59	Tree/Shrub		34.99737072	-85.33279745
60	Tree/Shrub		34.98887994	-85.33896155
61	Tree/Shrub		34.99525235	-85.33271351
62	Tree/Shrub		34.99499418	-85.33268874
63	Tree/Shrub		34.9886724	-85.33839306

64 Tree/Shrub	1	34.99117057	-85.33447009		
65 Tree/Shrub	1	34.99565944	-85.33292113		
66 Tree/Shrub	1	34.99658376	-85.33410461		
67 Tree/Shrub	1	34.98860658	-85.33836175		
68 Tree/Shrub	1	34.99673772	-85.33368743		
69 Tree/Shrub	1	34.99028809	-85.33824342		
70 Tree/Shrub	1	34.99230003	-85.33582899		
71 Tree/Shrub	1	34.99249207	-85.33643125		
72 Tree/Shrub	1	34.99034001	-85.33527501		
73 Tree/Shrub	1	34.98937048	-85.33889866		
74 Tree/Shrub	1	34.99165974	-85.33608246		
75 Tree/Shrub	1	34.99420793	-85.33504489		
76 Tree/Shrub	1	34.990772	-85.33472653		
77 Tree/Shrub	1	34.99371939	-85.33615272		
78 Tree/Shrub	1	34.99179996	-85.33549486		
79 Tree/Shrub	1	34.99364219	-85.33471795		
80 Tree/Shrub	1	34.99403956	-85.33335287		
81 Tree/Shrub	1	34.99605285	-85.33446054		
82 Tree/Shrub	1	34.99279258	-85.33435644		
83 Tree/Shrub	1	34.99122726	-85.33345494		
84 Tree/Shrub	1	34.99047707	-85.33516558		
85 Tree/Shrub	1	34.99530395	-85.33307374		
86 Tree/Shrub	1	34.9934835	-85.33629122		
87 Soil/Bare Ground	1	34.99462729	-85.33529507		
88 Tree/Shrub	1	34.99078691	-85.33582022		
89 Tree/Shrub	1	34.9909558	-85.33546795		
90 Tree/Shrub	1	34.99108628	-85.33430461		
91 Tree/Shrub	1	34.99048478	-85.33753163		
92 Tree/Shrub	1	34.99207349	-85.33621949		
93 Tree/Shrub	1	34.99514662	-85.3341632	Variance=	0
94 Tree/Shrub	1	34.99455536	-85.33500955	SD=	0
95 Soil/Bare Ground	1	34.99105451	-85.33514362	Standard error=	0
96 Tree/Shrub	1	34.99423972	-85.33597188		
97 Tree/Shrub	1	34.9933478	-85.3351625		
98 Tree/Shrub	1	34.99249319	-85.33355816		
99 Tree/Shrub	1	34.99511787	-85.33431542		
100 Tree/Shrub	1	34.99530098	-85.33426321		

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City Forest Preservation Co-Benefits Quantification Tool for the South Climate Zone

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The analyst can use this method to calculate the amount of co-benefits estimated to be produced by existing tree canopy. The tool uses information you provide on tree canopy cover (deciduous and coniferous), and estimates annual co-benefits in Resource Units and \$ per year. Transfer functions (i.e., kWh of electricity per m² of tree canopy) were calculated as the average of values for the large, medium and small trees in the deciduous and coniferous life forms. Resource units for the dbh corresponding to a 25-year old tree were used, along with the crown projection area of the representative species for each tree-type. Energy effects and avoided CO₂ are reduced to 20% of values in the i-Tree Streets source data because preserved areas generally have fewer nearby buildings affected by climate and shade effects than areas with street trees. Local prices were from i-Tree Streets.

Steps

- 1) Use i-Tree Canopy, or another tool, to estimate the amount of area that is covered by deciduous and coniferous tree cover. In Table 1 enter the area (acres) in deciduous and coniferous tree cover in the project area. Also, enter the non-tree cover area.
- 2) Table 2 automatically provides estimates of co-benefits for the current canopy in Resource Units (e.g., kWh) per year and \$ per year. Values are adapted from i-Tree Streets results for this climate zone and assume that the deciduous and coniferous canopy is evenly distributed among large, medium and small tree types.

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Light pink background denotes an input cell ->



Directions
1) Use i-Tree Canopy, or another tool, to estimate the amount of deciduous and coniferous tree cover area (acres) (Cell C18 and D18).
2) Use i-Tree Canopy, or another tool, to estimate the amount of non-tree cover area (acres) (Cell F18) in the project area.
3) In Cell G18 the total area of the project is calculated (acres). Prompt i-Tree Canopy to provide an estimate of the project area by clicking on the gear icon next to the upper right portion of the image and selecting "Report By Area."
4) Total Project Area, cell G15 should equal 100%.

Table 1. Tree Cover

	Deciduous Tree Cover	Coniferous Tree Cover	Total Tree Cover	Non-Tree	Total Project Area
Percent (%)	90%	10%	100%	0%	100%
Area (sq miles)	0.081	0.010	0.091	0.000	0.09
Area (m2)	210,435	24,686	235,121	0	235,121
Area (acres)	52.00	6.10	58.10	0.00	58.10

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Using the information you provide on tree canopy cover, the tool provides estimates of co-benefits in Resource Units and \$ per year.

Table 2. Co-Benefits per year with current tree canopy cover.

Ecosystem Services	Resource Units Totals	Resource Units /Acre Tree	Total Value (\$)	Value (\$)/Acre Tree
Rain Interception (m3/yr)	9,161.0	157.7	\$23,961.38	\$ 412.42
CO2 Avoided (t, \$20/t/yr)	32.9	0.6	\$657.10	\$ 11.31
Air Quality (t/yr)				
O3	0.9337	0.0161	\$2,774.13	\$ 47.75
NOx	0.2370	0.0041	\$704.22	\$ 12.12
PM10	0.5283	0.0091	\$596.73	\$ 10.27
Net VOCs	-0.1489	-0.0026	-\$422.72	\$ (7.28)
Air Quality Total	1.5502	0.0267	\$3,652.37	\$62.86
Energy (kWh/yr & kBtu/yr)				
Cooling - Electricity	77,086	1,327	\$5,850.80	\$ 100.70
Heating - Natural Gas	37,559	646	\$390.25	\$ 6.72
Energy Total (\$/yr)			\$6,241.06	\$107.42
Grand Total (\$/yr)			\$34,511.91	\$594.01

\$1,380,476.23