

IN THE CHANCERY COURT FOR LOUDON COUNTY, TENNESSEE

M & M STONE FARMS, LLC and)
TRI-COUNTY CRUSHED STONE, LLC,)
)
Plaintiffs,)
)
vs.)
)
THE TOWN OF GREENBACK, TENNESSEE,)
)
Defendant.)

Docket No. 13240

FILED 24th DAY OF Apr 20 24
AT 2:54 P.M.
Lisa Scott JG
LOUDON CO. CLERK & MASTER

COMPLAINT

Come the plaintiffs, by counsel, and file this action for a declaratory judgment and damages against the Town of Greenback, Tennessee based upon a violation of the plaintiffs' rights to due process in the zoning of their property. In summary, the Mayor and Board of Aldermen of the Town of Greenback imposed municipal zoning upon the plaintiffs' property without providing the plaintiffs with constitutionally required notice and an opportunity to be heard. The plaintiffs request that the subject ordinance be declared *void ab initio* as applied to the Property and that the plaintiffs be awarded all damages to which they are entitled.

The Parties

1. The plaintiff M & M Stone Farms, LLC is an active Tennessee limited liability company which owns real property and does business in Loudon County, Tennessee, within the corporate limits of the Town of Greenback, Tennessee.
2. The plaintiff Tri-County Crushed Stone, LLC ("Tri-County") is an active Tennessee limited liability company which leases property and does business in Loudon County, Tennessee, within the corporate limits of the Town of Greenback, Tennessee. Rodney Murphy ("Murphy") is the President of Tri-County.

3. The defendant, the Town of Greenback, Tennessee (the “Town” or “Defendant”), is a local government incorporated as a town under the Mayor and Board of Aldermen form under the laws of the State of Tennessee. In addition to the limits imposed by the United States Constitution and the Tennessee Constitution, the Town’s authority to zone private property is governed by and limited by state law.

4. Pursuant to Tenn. R. Civ. Pro. 4.04(8), the Town may be served with process upon its chief executive officer. Mayor Dewayne Birchfield is the chief executive officer of the Town. Mayor Birchfield may be served at the administrative office of the Town, 6889 Morganton Road, Greenback, Tennessee, or at his home, 4280 Craigs Chapel Road, Greenback, Tennessee.

Jurisdiction and Venue

5. This Court has personal jurisdiction over the Town because it was established under Tennessee law and because it exists within the boundaries of the State of Tennessee.

6. Venue is proper in this Court because the subject property is located in Loudon County and because the Town is located in Loudon County.

Factual Allegations

7. The plaintiff M & M Stone Farms, LLC (“Farms”) owns certain real property (the “Property”) located within the corporate limits of the Town, which has been known for many years as the Hutton Farm. The Property consists of approximately Two Hundred Thirty-Six (236) acres. True and exact copies of the relevant deeds of conveyance to Farms are attached hereto as Exhibits A and B, respectively.

8. The Property is very close to the property owned by Mayor Burchfield on Craigs Chapel Road.

9. Prior to 1998, the Property was located outside the corporate limits of the Town. However, on June 8, 1998, by ordinance the Town annexed an area (the “Annexed Area”) which encompassed all of the Property.

10. The Town did not impose zoning on the Property.

11. Prior to the annexation and subsequent to the annexation, the Property was operated as a dairy farm by the Hutton family.

12. After the Hutton family stopped operating the Property as a dairy farm, it was leased to an individual named Frank B. King (“King”), who raised hay and grazed cattle. King continued these agricultural operations for approximately twenty-five (25) years.

13. As of this date, the Property contains one residential structure and several barns and related outbuildings which have been and may be used for farming and agricultural operations.

14. Subsoil testing of certain portions of the Property has demonstrated that the Property contains vast deposits of limestone which make those portions of the Property valuable for development as a quarry. For purposes of municipal zoning regulations, state law defines quarrying as “the extraction, removal and mechanized processing of stone, gravel, phosphate rock, metallic ore, limestone, marble, chert, sand, dimension stone and any other solid mineral or substance of commercial value, except coal and deep metal mining, including, but not limited to zinc, found in natural deposits in the earth, for barter or sale.” Tenn. Code Ann. § 13-7-201(a)(1).

15. In 2021, Murphy became interested in the Property in part because of its potential use as a quarry. Murphy is the owner of Murphy Bobcat, a local company engaged in the business of dirt work and land development in the middle East Tennessee area. Each year,

Murphy Bobcat purchases tons of stone and gravel costing more than a million dollars from other quarry operators in the area. Murphy believed that, by building a local quarry, Murphy Bobcat could not only obtain stone and gravel at reasonable prices but also could provide these products to other businesses in the area at more competitive rates than those charged by large, multi-state quarry operators.

16. The Property was owned by Harold W. Hutton and wife, Cheryl W. Hutton (the “Huttons”). Mr. Hutton was the son of the original operator of the Hutton Farm. Mr. Hutton lives out-of-state and has not operated the Property as a dairy farm during his lifetime.

17. On March 17, 2023, Tri-County and Murphy executed a real estate purchase and sale agreement with the Huttons to purchase the Property. In addition, Murphy had core borings done on the Property to determine if it contained limestone deposits in sufficient quantities to be developed as a quarry.

18. News of the possible building of a quarry spread, causing widespread confusion, misinformation, and questions among the public. As a result, Mayor Birchfield requested that Murphy attend the regular monthly meeting of the Board of Mayor and Aldermen (the “Board”) for April to educate the citizenry and members of the Board. Murphy agreed.

19. On April 11, 2023, Murphy attended the regular meeting of the Board, bringing with him Jimmy Milsaps, a professional with extensive experience in the regulated blasting of underground rock.

20. At the meeting, Murphy, Milsaps, and others explained the plans regarding the construction of a quarry on a portion of the Property. At all times, Murphy and his agents have made clear to the Board and the citizenry of the Town that his intention is to operate a limestone quarry consistent with all applicable laws and regulations.

21. As of the date of the meeting, the Town had not taken action pursuant to the requirements of state law to impose any type of zoning on the Property even though it had been within the municipal boundaries of the Town for twenty-five (25) years.

22. As of April 11, 2023, Mayor Birchfield and every member of the Board knew that the Property had always been used for agricultural purposes and was being used for such purposes. The Mayor and each member of the Board knew that the Property had never been used for light industrial purposes, defined as M-1 under the Town's zoning ordinance. Consequently, no land use ordinance of the Town prevented the use of the Property as a limestone quarry.

23. As of April 11, 2023, Mayor Birchfield and every member of the Board knew that Murphy intended to purchase the Property for purposes of constructing a limestone quarry on a portion of it.

24. On June 25, 2023, Tri-County and Murphy entered into a lease agreement with the Huttons for a portion of the Property. The lease agreement was to permit Tri-County to begin construction of a quarry on the Property. Lease payments were made to the Huttons under the terms of the lease agreement. Upon the execution of the lease agreement, Tri-County began operating a commercial business on the lease portion of the Property.

25. Sometime between May 1, 2023, and May 30, 2023, Mayor Birchfield learned that the Property was not zoned.

26. Upon information and belief, Mayor Birchfield communicated this fact to the other members of the Board.

27. On June 13, 2023, the Board conducted its regular meeting. The Board took no action to zone the Property.

28. On July 11, 2023, the Board conducted its regular meeting. The Board took no action to zone the Property.

29. On August 8, 2023, the Board conducted its regular meeting. The Board took no action to zone the Property.

30. The Board did not have a meeting during the month of September of 2023.

31. On October 10, 2023, the Board conducted its regular meeting. The Board took no action to zone the Property.

32. On November 14, 2023, the Board conducted its regular meeting. The Board took no action to zone the Property.

33. Subsequent to Murphy's making his presentation to the Board and the community on April 11, 2023, Plaintiffs spent approximately \$250,000 on pre-purchase costs related to the development of a portion of the Property as a quarry.

34. In addition, as required by federal and state law, Tri-County had its engineer prepare and submit to the Tennessee Department of Environment and Conservation ("TDEC") an application for a National Pollution Discharge Elimination System ("NPDES") permit (the "Application"). The issuance of an NPDES permit is a pre-requisite to being permitted to operate a quarry in the State of Tennessee.

35. Pursuant to applicable requirements, Tri-County posted signage on the Property, giving notice to the public that the company had applied for an NPDES permit. The notice remained up for more than thirty (30) days.

36. Pursuant to applicable requirements, TDEC held a public hearing on the Application. The public hearing was held on December 11, 2023, at 6889 Morganton Road, Greenback, the same location as the location where monthly meetings of the Mayor and Board of

Aldermen are held. The Mayor announced the public hearing at the November meeting of the Board.

37. The Mayor attended the meeting and spoke against the granting of the permit. In addition, two members of the County Commission of Loudon County spoke out against the granting of a permit.

38. TDEC granted the Permit.

39. After Murphy described his plans for a quarry, the Board began receiving petitions against the construction of a quarry and even a proposal that the Board adopt an ordinance to ban allmining and quarrying within the municipal boundaries of the Town. These actions were based upon inaccurate and faulty information and displayed a fundamental ignorance of the thorough regulatory scheme that governs quarry operations in the State of Tennessee.

40. Bowing to political pressure, the administration of the Town initiated the process to have the Property illegally spot-zoned as M-1 (light industrial). Nevertheless, the Town never conducted an open, public meeting to discuss the filing of an application with the Loudon County Planning Regional Commission (the “Planning Commission”) to zone the Property.

41. On the afternoon of December 12, 2024, the Planning Commission considered an application from the Town to zone the Property. The application was submitted with the primary purpose of prohibiting the use of the Property as a quarry and was camouflaged by being joined with the zoning of other properties.

42. The Huttons did not receive notice of the meeting before the Planning Commission. Mr. Murphy did not receive notice of the meeting before the Planning

Commission. Farms did not receive notice of the meeting before the Planning Commission. Tri-County did not receive notice of the meeting before the Planning Commission.

43. Prior to the filing of the application to the Planning Commission, neither the Planning Commission nor the Town physically posted the proposed zoning on the Property. Upon information and belief, neither the Planning Commission nor the Town took any action to provide public notice of the consideration of the zoning of the Property before the Planning Commission.

44. James Jenkins, the Building Official of the Town (“Jenkins”), attended the meeting of the Planning Commission, which took place at 5:30 p.m. on December 12, 2023. Jenkins did not disclose that the Property not been zoned in the twenty-five years that it had been in the Town, did not disclose that the Property had been and was being used for agricultural purposes, did not disclose that it had never been used for light industrial purposes, did not disclose that the owner of the Property had not been given notice of the proposed zoning, and did not disclose that a local company intended to buy the Property for the purpose of constructing a quarry. In fact, Jenkins indicated that there was no opposition to the zoning. Upon information and belief, certain government officials conspired with Jenkins to deceive the Planning Commission into approving the application without being given relevant and materials facts.

45. The Planning Commission approved the application at the meeting on December 12, 2023.

46. Upon information and belief, the action of the Planning Commission was communicated to Mayor Burchfield and the City Recorder. However, the action was not communicated to the Huttons, Murphy, Farms, Tri-County, or their agents, employees, or attorneys.

47. At or about 6:30 p.m. that same day, the Board purported to conduct a public hearing on the zoning of the Property. Immediately thereafter, the Board considered on first reading an ordinance (“Ordinance No. 23-5”) to impose municipal zoning on the Property. There is no indication in the description of the ordinance on the published Agenda that the Property is involved in any way. There is no indication on the Agenda that M-1 zoning (light industrial) has been recommended for the Property.

48. Neither the Huttons nor their family members or agents received oral or written notice that the Property was going to be subjected to zoning at the meeting on December 12, 2023.

49. No notice of the December 12 meeting was given to Murphy despite the fact that he had been transparent with the Mayor and Board of Aldermen about his desire to develop the Property as a quarry.

50. No notice of the meeting was given to Farms, Tri-County, or their agents, employees, or attorneys.

51. Prior to the meeting of the Mayor and Board of Aldermen on December 12, the Town did not physically post notice of the proposed zoning on the Property.

52. On December 12, 2023, the Mayor and Board of Aldermen of the Town adopted Ordinance No. 23-5 on first reading.

53. The Mayor did not notify the Huttons or Murphy that Ordinance No. 23-5 had been approved on first reading. No city official notified Farms, Tri-County, or their agents, employees, or attorneys that Ordinance 23-5 had been adopted on first reading.

54. On January 9, 2024, the Mayor and Board of Aldermen of the Town considered Ordinance No. 23-5 on second reading.

55. Neither Mr. Hutton nor his agents received oral or written notice of the January 9 meeting despite the fact that this would be the final action required of the Board to impose zoning on the Property.

56. No notice of the meeting was given to Murphy despite the fact that the imposition of M-1 zoning would prohibit the use of the Property for agricultural purposes and quarrying.

57. No notice of the meeting was given to Farms, Tri-County, or their agents, employees, or attorneys of the meeting.

58. On January 9, 2024, the Mayor and Board of Aldermen of the Town adopted Ordinance No. 23-5 on second and final reading. The adoption of Ordinance No. 23-5 imposed M-1 (light industrial) zoning on the Property.

59. The Mayor did not notify the Huttons or Murphy that Ordinance No. 23-5 had been adopted on second and final reading. No city official notified Farms, Tri-County, or their agents, employees, or attorneys that Ordinance 23-5 had been adopted on second and final reading.

60. Subsequent to the adoption of Ordinance No. 23-5, the Town took no action to notify the public that the ordinance had been adopted.

61. The NPDES Permit permits quarrying activities on a portion of the Property (the "Quarry Area").

62. Pursuant to rights granted by TDEC under the Permit, Tri-County has begun work to construct a quarry in the Quarry Area.

63. The lease to Tri-County from Farms contains the Quarry Area.

64. Farms has begun agricultural operations on its property outside the Quarry Area. Farms is raising hay and grazing cattle on the Property.

65. On or about March 27, 2024, Farms received a letter from Jenkins, in his capacity as the Building Official of the Town, directing that Farms cease quarry operations on the Property. Prior to receiving this letter, Farms and Tri-County had no knowledge that the Town had zoned the Property.

66. Subsequently, the plaintiffs confirmed that the Property had been zoned by the Town. The zoning of the Property was taken without the knowledge or consent of the plaintiffs or the Huttons.

67. Through a public records request to the Town, the plaintiffs learned that the only publication of the Board meetings or the public hearing related to Ordinance No. 23-5 came in the form of a vague reference in *The Maryville Daily Times*, a newspaper published in *Blount County*. No notice was published in the *Loudon County News-Herald*. These notices are insufficient to comply with state law or constitutional requirements.

68. This action was illegal, arbitrary, and capricious in light of all facts and circumstances.

CAUSE OF ACTION

69. Plaintiffs re-allege and incorporate by reference the factual allegations contained in paragraphs one (1) through sixty-eight (68) above.

70. Plaintiffs have property interests in the Property.

71. Defendant zoned the Property M-1 (light industrial) without giving Plaintiffs constitutionally sufficient notice and an opportunity to be heard. The Town did employ a procedure that was reasonably calculated under all circumstances to appraise the plaintiffs of the proposed zoning in order to give them an opportunity to present their objections. There was no

notice which clearly informed the plaintiffs of the changes to their legal rights to use the Property but were, at best, vague and obscure.

72. Defendant's actions violated the due process clause of the Fourteenth Amendment to the United States Constitution and Article I, section 8 of the Tennessee Constitution.

73. Plaintiffs assert that they have rights to use the property for agricultural and quarrying purposes, respectively.

74. Defendant's actions in zoning the Property M-1 were illegal, arbitrary and capricious because there is no rational or justifiable basis for imposing this zoning classification. The true reason for zoning the Property M-1 was to prevent its use as a quarry forever. Further, the zoning constitutes illegal "spot zoning" under Tennessee law.

75. Pursuant to the Declaratory Judgments Act, T.C.A. § 29-14-103 and Rule 57 of the Tennessee Rules of Civil Procedure, Plaintiffs seek a declaration that Ordinance 23-5 is void *ab initio*, as applied to the Property.

76. In the alternative, Plaintiffs request the Court to declare that they have vested rights in their uses of the Property for agricultural and quarrying, respectively.

77. In the alternative, Plaintiffs request the Court to declare that they may continue to use the Property for agricultural and quarrying, respectively, based upon the state's grandfathering statute, T.C.A. § 13-7-208(b)(1).

78. Declaratory relief is appropriate because the question of Plaintiff's rights to use their property involves a real, live controversy between persons with adverse interests. In particular, Farms has been denied the right to use the Property for agricultural purposes, and Tri-County has been denied the right to use the Property for construction of a limestone quarry.

79. Plaintiffs have incurred damages of at least \$250,000 by virtue of Defendant's illegal actions.

80. Plaintiffs' damages increase for each day that Defendant's actions preclude Plaintiffs' free use and enjoyment of their property.

WHEREFORE, Plaintiff requests:

a) That the Clerk issue a Summons to the Town requiring it to answer the Complaint as required by law;

b) That the Court enter judgment declaring that, as applied to the Property, Ordinance 23-5 is *void ab initio*, invalid, and of no effect;

c) That the Court issue a preliminary injunction to enjoin the defendant from interfering with the plaintiffs' use of the Property for agricultural uses and quarrying, respectively;

d) That the Court enter a permanent injunction to enjoin the Town from interfering with the plaintiffs' rights to use the Property for agricultural purposes and quarrying.

e) That the Court award a judgment against the defendant in the amount of \$250,000, or such amount as the proof may show for violation of the plaintiffs' rights to due process under the Fourteenth Amendment to the United States Constitution;

f) That the Court award the plaintiffs their reasonable attorney fees to the extent provided by law;

g) That the Court award the plaintiffs all discretionary costs permitted by law;

h) That the Court tax all court costs to the defendant; and

i) That the Court grant such other and further relief to which the plaintiffs may be entitled.

THIS IS THE FIRST REQUEST FOR EXTRAORDINARY RELIEF IN THIS CAUSE.

Respectfully submitted,

Michael S. Kelley / by JMC with permission
Michael S. Kelley (BPR No. 14078)
Rob Quillin II (BPR No. 19553)
Jeff Cranford (BPR No. 20037)
KENNERLY, MONTGOMERY & FINLEY, P.C
Fourth Floor, Bank of America Building
550 Main Street
Knoxville, Tennessee 37901
(865) 546-7311

Attorneys for Plaintiffs

COST BOND

We, the undersigned, hereby acknowledge ourselves as surety for all costs in this cause in accordance with Tenn. Code Ann. § 20-12-120.

KENNERLY, MONTGOMERY & FINLEY, P.C.

By: *Michael S. Kelley / by JMC with permission*
Michael S. Kelley

OWNER/RESPONSIBLE TAXPAYER:

M & M Stone Farms, LLC
4921 U.S. Hwy 411S
Maryville, TN 37801
Tax ID No. 080-015.00

THIS INSTRUMENT PREPARED BY:

CROLEY, DAVIDSON & HUIE, PLLC
800 South Gay Street, Suite 1700
Knoxville, TN 37929
File No. 230564 (JEB)

WARRANTY DEED

THIS INDENTURE made as of the 12th day of January, 2024, between **HAROLD WAYNE HUTTON and wife, CHERYL W. HUTTON**, First Parties, and **M & M STONE FARMS, LLC**, a Tennessee limited liability company, Second Party:

WITNESSETH

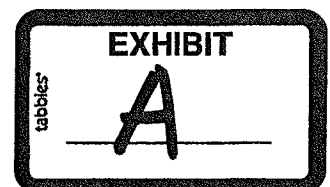
THAT SAID FIRST PARTIES, for and in consideration of the sum of TEN NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, to them in hand paid by said Second Party, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and do by these presents grant, bargain, sell and convey unto Second Party, the real property described as follows:

Tract 1:

Situated in District No. 3 of Loudon County, Tennessee, and being more particularly bounded and described as follows:

Beginning at a stake in the lane near Robert Ken's house corner to the lands of John Cry's heirs; thence with the same South 23 1/2 deg. East, 66 chains to a stake in the center of Baker's Creek under bridge; thence up the creek with center of same various courses and distances: North 38 1/2 deg. East 2 5/10 chains; thence North 19 deg. East 6 chains; thence South 55 1/4 deg. East 5 2/10 chains; thence North 76 1/2 deg. East 2 chains; thence North 42 deg. East 1 7/10 chains; thence North 19 deg. West 5 chains; thence North 37 deg. East 11 1/10 chains; thence South 85 3/4 deg. East 3 8/10 chains; thence leaving the creek South 25 1/4 deg. East 34 4/10 chains crossing L&N R.R. at 6 chains to a stake in the edge of a field about 1/2 chain East of a black oak, corner to land of Belt; thence with the same, North 57 deg. East 22 6/10 chains to a stake corner to D.M. Kerr; thence South 26 deg. East 55 chains to a stake in ditch, corner to Wilson and the land of Wilson; thence North 82 deg. West 3 2/10 chains to a ditch; thence North 83 deg. West 10 chains to a stake in branch near an ash; thence South 79 deg. West 7 chains to a stake in branch; thence South 75 deg. West 4 8/10 chains to a stake in branch; thence South 55 1/2 deg. West 9 chains to a stake in branch; thence South 81 1/2 deg. West 9 1/10 chains to a stake in branch, corner to J.A. Covington; thence with the same North 60 deg. West 8 6/10 chains to a stake in branch; thence North 75 1/4 deg. West 4 chains to a stake in branch; thence South 78 1/2 deg. West 11 2/10 chains to a stake in branch; thence South 72 1/2 deg. West 25 chains to a stake in branch; thence South 50 1/4 deg. West 3 chains to a stake in old creek channel; thence down said creek with a middle thereof with the various courses and distances as follows: South

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LOUDON CO. CLERK & MASTER



18 ½ deg. East 3 5/10 chains to a stake in old creek corner to the lands of Dixon Brothers; thence South 53 ½ deg. West 3 2/10 chains in a creek; thence due West 4 4/10 chains to a stake in a creek; thence South 59 ¼ deg. West 3 chains to a stake in a creek; thence South 22 deg. West 1 6/10 chains to a stake in a creek; thence South 70 ½ deg. East 5 chains to a stake in a creek; thence South 33 deg. East 4 4/10 chains to a stake in a creek; thence South 41 ½ deg. West 6 chains to a stake in a creek; thence South 88 deg. West 3 4/10 chains to a stake in creek; thence North 74 ½ deg. West 4 chains to a stake in a creek; thence North 86 deg. West 9 1/10 chains to a stake in a creek; thence North 59 deg. West 3 chains to a stake in a creek; thence North 3 ½ deg. East 4 chains to a stake in a creek; thence North 10 ½ deg. West 6 5/10 chains to a stake in a creek; thence North 49 deg. East 3 5/10 chains to a stake in a creek; thence North 16 deg. West 3 5/10 chains to a stake in the center of L&N R.R. at culvert in old creek change; thence South 51 ¼ deg. West 14 chains in new creek channel; thence with the land of A.V. Black North 12 ½ deg. East 52 9/10 chains to a stake corner to John Black; thence with the same North 47 ½ deg. West 34 9/10 chains to a stake corner post oak; thence South 41 ½ deg. West 36 4/10 chains to a stake by two small black gum trees; thence North 36 ¼ deg. West 30 3/10 chains to a stone in line of J.T. Kerr's; thence North 55 ½ deg. East 95 chains to the beginning. Estimation 249 acres, more or less, except the L&N R.R. right of way. This land is situated on the waters of Baker's Creek and lying on both sides of the L&N R.R. and about ½ miles south from Jena.

Tract 2:

Situated in District No. Three (3) of Loudon County, Tennessee, and being more particularly bounded and described as follows:

Beginning at a stake in branch near pine, corner to D.A. Wilson; thence North 62 ½ deg. West 2 5/10 chains to a stake in ditch; thence North 72 deg. West 7 8/10 chains to a stake, corner to Iles; thence North 26 deg. West 55 chains to a stake in the line of J.A. Belt; thence North 56 ½ deg. East 34 4/10 chains to a stake, corner to D.A. Wilson; thence South 34 deg. East 62 9/10 chains to a stake in the field corner to D.A. Wilson; thence South 56 ½ deg. West 36 1/10 chains to the beginning containing 60 acres, more or less.

Tract 3:

Situated in District No. Three (3) of Loudon County, Tennessee, and being more particularly bounded and described as follows:

Beginning on a stone corner to John Hutton's own land on a line of D.A. Wilson, North 33 ½ deg. West 62 chains, corner to Belt; thence with Belt, North 56 deg. East 6.3 chains, corner to Belt and Owens, on top of the hill; thence with Owens, South 36 ¾ deg. East 6 chains, corner to Owens; thence with Owens and W.S. Hall in part, North 53 ¼ deg. East 21 2/10 chains, corner to W.S. Hall in the road; thence with road and W.S. Hall, South 36 ¾ deg. East 37 9/10 chains, corner to W.S. Hall and C.B. Woods in center of road; thence with C.B. Woods and road, South 37 deg. East 19 chains, corner to Fred Wilson, on a line of C.B. Woods; thence with Fred Wilson and D.A. Wilson in part, South 56 ½ deg. West 32 2/10 chains to the beginning and containing 46 ¼ acres, more or less.

There is specifically less and excepted from Tracts 1, 2 and 3 described above the following parcels of property:

1. That property conveyed to D.M. Kerr and wife, Marnie Kerr by deed dated March 11, 1909 and of record in Warranty Book 18, page 107, in the Loudon County Register of Deeds Office;
2. That property conveyed to Charley Black by deed dated November 27, 1911 and of record in Warranty Book 21, page 134, in the Loudon County Register of Deeds Office;
3. That property conveyed to D.A. Wilson by deed dated February 9, 1916 and of record in Warranty Book 24, page 279, in the Loudon County Register of Deeds Office;
4. That property conveyed to Bud Thompson and wife, Hasie Thompson by deed dated December 17, 1913 and of record in Warranty Book 24, page 542, in the Loudon County Register of Deeds Office;
5. That property conveyed to Loudon County for a road right of way as described in that deed recorded January 27, 1965 in Warranty Book 78, page 39, in the Loudon County Register of Deeds Office;
6. That property conveyed to Loudon County for road purposes dated August 8, 1950 and of record in Right of Way Book 2, page 29, in the Loudon County Register of Deeds Office; and
7. That portion of the subject property lying within the bounds of the L&N Railroad right of way crossing through Tract 1 described above.

Tracts 1, 2 and 3 being a part of that property described in the following deeds:

1. Deed to John W. Hutton dated September 23, 1908 and of record in Warranty Book 17 page 365, in the Loudon County Register of Deeds Office;
2. Deed to J.W. Hutton dated March 11, 1909 and of record in Warranty Book 28, page 207, in the Loudon County Register of Deeds Office;
3. Deed to John W. Hutton and wife, Isa Hutton dated February 9, 1916 and of record in Warranty Book 28, page 208, in the Loudon County Register of Deeds Office.

John W. Hutton (aka John Wicklof Hutton) died without a will on or about May 2, 1964. John W. Hutton was married to Isa M. Hutton and she died without a will in 1968. The only child of John W. Hutton and/or Isa M. Hutton, either living or deceased, was John M. Hutton. See that Affidavit of Heirship recorded in Warranty Book 91, page 184, in the Loudon County Register of Deeds Office.

John M. Hutton (aka John Montgomery Hutton) died with a will on or about March 17, 2005. The Last Will and Testament of John Montgomery Hutton was probated in Will Book S, page 169, in the Loudon County Probate Office, Docket No. 3133. See also that Disclaimer of Linda Brewer filed in the Estate of John Montgomery Hutton. For further reference see those deeds of record in Deed Book 310, page 461, Deed Book 330, page 213 and in Deed Book 351, page 274, all in the Loudon County Register of Deeds Office.

Tract 4:

Situated in District No. Three (3) of Loudon County, State of Tennessee, being a small triangular tract of land and more particularly bounded and described as follows:

BEGINNING at an iron pin in the southerly line of the easement formerly conveyed by the parties of the first part to Loudon County for public road purposes, said road being known as Steele Road, said iron pin marking the common corner between the property presently owned by John M. Hutton et ux and the property herein conveyed; thence with line of Hutton's present property and running in a southeasterly direction approximately 210 feet to an iron pin; thence with line of Hutton's present property and running generally in an easterly direction approximately 300 feet to an iron pin in the southerly line of said Steele Road right-of-way; thence with the southerly line of said Steele Road right-of-way and running in a general westerly direction approximately 316 feet to the beginning corner, containing approximately one-half acre.

Being the same property conveyed to John M. Hutton and wife, Barbara Hutton by Warranty Deed from Claude Steele and wife, Ellen Ruth Steele, dated October 20, 1969 and of record in Warranty Book 96, page 163, in the Loudon County Register of Deeds Office. John M. Hutton died on or about March 17, 2005 leaving his wife, Barbara Hutton as the surviving tenant by the entireties in and to the entire interest in this property. Barbara Hutton died on or about January 11, 2008 leaving a Last Will and Testament in Will Book U, page 355, filed in Docket No. 3638 in the Loudon County Probate Office.

See also that Quit Claim Deed to Harold Wayne Hutton and wife, Cheryl W. Hutton dated January 12, 2024 and recorded in Deed Book 469, page 780, in the Loudon County Register of Deeds Office.

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims therein, including homestead. TO HAVE AND TO HOLD the same unto the Second Party, its successors and assigns forever.

AND said First Parties, for themselves and their heirs, successors and assigns, do hereby covenant with said Second Party, its successors and assigns, that they are lawfully seized in fee simple of the premises above conveyed and have full power, authority and right to convey the same, and that said premises are free from all encumbrances and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever; provided, however, this conveyance is made subject to the matters set forth on **Exhibit "A"**

attached hereto and taxes for the year 2024, which shall be prorated at closing and payment of which is assumed by the Second Party.

The First Parties also quitclaim to Second Party, but without warranty, all right, title and interest of First Parties, if any, in and to any and all roads, any railroad crossings, railroad right of ways, easements, and in and to any strips, gaps or gores of land adjacent to, immediately abutting or adjoining the property.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, or the masculine, feminine or neuter gender, as the case may demand.

IN WITNESS WHEREOF, the said First Parties hereunder have executed this instrument as of the day and year first above written.

Harold Wayne Hutton
HAROLD WAYNE HUTTON

Cheryl W. Hutton
CHERYL W. HUTTON

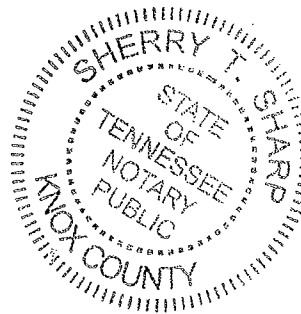
STATE OF Tennessee
COUNTY OF Knox

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, **Harold Wayne Hutton**, the within named bargainer, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 12 day of January, 2024.

Sherry T. Sharp
Notary Public

My Commission Expires: 1-4-25

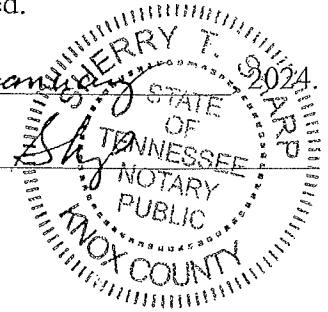


STATE OF Tennessee
COUNTY OF Knox

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, **Cheryl W. Hutton**, the within named bargainer, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 12 day of January

Sherry J. Shy
Notary Public



My Commission Expires: 1-4-25

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is \$ 2,750,000.⁰⁰

Michael S. Malicot
Affiant

Subscribed and sworn to before me this 12th day of January, 2024.

My commission expires: 10/03/2026

Jessica Dickinson
Notary Public

BK/PG: D469/786-792

24000336

7 PGS:AL-WARRANTY DEED	
CARRIE BATCH: 196358	
01/12/2024 - 03:52:05 PM	
VALUE	2750000.00
MORTGAGE TAX	0.00
TRANSFER TAX	10175.00
RECORDING FEE	35.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	10213.00

STATE OF TENNESSEE, LOUDON COUNTY
TAMMY GALLAHER
REGISTER OF DEEDS

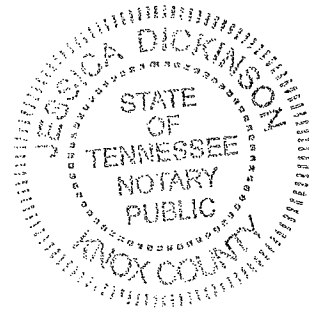


EXHIBIT "A"

1. Rollback taxes as may be assessed against the subject property by virtue of that Application for Greenbelt Assessment granted to Harold Wayne Hutton and Cheryl Hutton recorded in Book T1125, page 834, in the Loudon County Register of Deeds Office.
2. Grant of Transmission Line Easement to the United States of America by Harold Wayne Hutton dated March 28, 2011 and recorded in Book D347, page 32, in the Loudon County Register of Deeds Office.
3. Right of Way Agreement by and between John W. Hutton and wife, and the East Tennessee Natural Gas Company, a Tennessee corporation, dated on or about May 31, 1950 and recorded in Warranty Book 52, page 49 in the Loudon County Register of Deeds Office.
4. Terms and conditions of that Contract by and between J.W. Hutton and wife, Isa Montgomery Hutton, and the Louisville and Nashville Railroad Company dated December 13, 1954 and of record in Warranty Book 58, page 311, in the Loudon County Register of Deeds Office.
5. Terms and conditions of that Agreement by and between John W. Hutton and Isa M. Hutton and the Louisville and Nashville Railroad Company dated March 3, 1955 and of record in Warranty Book 58, page 493, in the Loudon County Register of Deeds Office.
6. Grant of right of way for road purposes from John W. Hutton and wife, Isa Hutton to Loudon County by instrument dated August 8, 1950 and of record in Right of Way Book 2, page 29, in the Loudon County Register of Deeds Office.
7. Grant of a strip of property for road purposes from John M. Hutton and wife, Barbara Hutton to Loudon County dated January 12, 1965 and of record in Warranty Book 78, page 39, in the Loudon County Register of Deeds Office.
8. Rights of the public in and to any portion of the subject property lying without the bounds of any public road or right of way.
9. Title to any portion of the subject property lying within the bounds of the Louisville and Nashville Railroad line, or its successor in interest, as same runs through Tract 1 described herein.
10. Subject to the waters of Baker Creek and a branch as same runs through the subject property.
11. Rights of upper and lower riparian owners in and to the use of and the continued uninterrupted flow of the creeks flowing through the subject property.

OWNER/RESPONSIBLE TAXPAYER:
Harold Wayne Hutton and Cheryl W. Hutton
6823 Elaine Lane
Tuscaloosa, AL 35406
Tax ID No. 080-015.00

THIS INSTRUMENT PREPARED BY:
CROLEY, DAVIDSON & HUIE, PLLC
800 South Gay Street, Suite 1700
Knoxville, TN 37929
File No. 230564 (JEB)

QUIT CLAIM DEED

THIS INDENTURE made as of the 12th day of January, 2024, between **Harold Wayne Hutton and Gail Hutton Webb, Co-Trustees of the John Montgomery Hutton Testamentary Trust and Harold Wayne Hutton, individually, and Gail Hutton Webb, individually**, First Parties, and **Harold Wayne Hutton and wife, Cheryl W. Hutton**, Second Parties:

WITNESSETH:

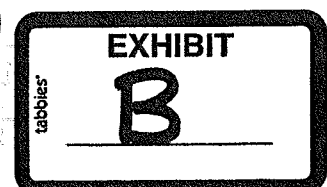
THAT SAID FIRST PARTIES, for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLAR, to them in hand paid by said Second Parties, the receipt of which is hereby acknowledged, do by these presents QUITCLAIM unto Second Parties all the interest of First Parties, if any, in and to the following described premises, to-wit:

Tract 1:

Situated in District No. 3 of Loudon County, Tennessee, and being more particularly bounded and described as follows:

Beginning at a stake in the lane near Robert Ken's house corner to the lands of John Cry's heirs; thence with the same South 23 ½ deg. East, 66 chains to a stake in the center of Baker's Creek under bridge; thence up the creek with center of same various courses and distances: North 38 ½ deg. East 2 5/10 chains; thence North 19 deg. East 6 chains; thence South 55 ¼ deg. East 5 2/10 chains; thence North 76 ½ deg. East 2 chains; thence North 42 deg. East 1 7/10 chains; thence North 19 deg. West 5 chains; thence North 37 deg. East 11 1/10 chains; thence South 85 ¾ deg. East 3 8/10 chains; thence leaving the creek South 25 ¼ deg. East 34 4/10 chains crossing L&N R.R. at 6 chains to a stake in the edge of a field about ½ chain East of a black oak, corner to land of Belt; thence with the same, North 57 deg. East 22 6/10 chains to a stake corner to D.M. Kerr; thence South 26 deg. East 55 chains to a stake in ditch, corner to Wilson and the land of Wilson; thence North 82 deg. West 3 2/10 chains to a ditch; thence North 83 deg. West 10 chains to a stake in branch near an ash; thence South 79 deg. West 7 chains to a stake in branch; thence South 75 deg. West 4 8/10 chains to a stake in branch; thence South 55 ½ deg. West 9 chains to a stake in branch; thence South 81 ½ deg. West 9 1/10 chains to a stake in branch, corner to J.A. Covington; thence with the same North 60 deg. West 8 6/10 chains to a stake in branch; thence North 75 ¼ deg. West 4 chains to a stake in branch; thence South 78 ½ deg. West 11 2/10 chains to a stake in branch; thence South 72 ½ deg.

FILED 24th DAY OF Apr 2024
AT 2:54 P
USA SCOTT JES
LOUDON CO. CLERK & MASTER



West 25 chains to a stake in branch; thence South $50 \frac{1}{4}$ deg. West 3 chains to a stake in old creek channel; thence down said creek with a middle thereof with the various courses and distances as follows: South $18 \frac{1}{2}$ deg. East $3 \frac{5}{10}$ chains to a stake in old creek corner to the lands of Dixon Brothers; thence South $53 \frac{1}{2}$ deg. West $3 \frac{2}{10}$ chains in a creek; thence due West $4 \frac{4}{10}$ chains to a stake in a creek; thence South $59 \frac{1}{4}$ deg. West 3 chains to a stake in a creek; thence South 22 deg. West $1 \frac{6}{10}$ chains to a stake in a creek; thence South $70 \frac{1}{2}$ deg. East 5 chains to a stake in a creek; thence South 33 deg. East $4 \frac{4}{10}$ chains to a stake in a creek; thence South $41 \frac{1}{2}$ deg. West 6 chains to a stake in a creek; thence South 88 deg. West $3 \frac{4}{10}$ chains to a stake in creek; thence North $74 \frac{1}{2}$ deg. West 4 chains to a stake in a creek; thence North 86 deg. West $9 \frac{1}{10}$ chains to a stake in a creek; thence North 59 deg. West 3 chains to a stake in a creek; thence North $3 \frac{1}{2}$ deg. East 4 chains to a stake in a creek; thence North $10 \frac{1}{2}$ deg. West $6 \frac{5}{10}$ chains to a stake in a creek; thence North 49 deg. East $3 \frac{5}{10}$ chains to a stake in a creek; thence North 16 deg. West $3 \frac{5}{10}$ chains to a stake in the center of L&N R.R. at culvert in old creek change; thence South $51 \frac{1}{4}$ deg. West 14 chains in new creek channel; thence with the land of A.V. Black North $12 \frac{1}{2}$ deg. East $52 \frac{9}{10}$ chains to a stake corner to John Black; thence with the same North $47 \frac{1}{2}$ deg. West $34 \frac{9}{10}$ chains to a stake corner post oak; thence South $41 \frac{1}{2}$ deg. West $36 \frac{4}{10}$ chains to a stake by two small black gum trees; thence North $36 \frac{1}{4}$ deg. West $30 \frac{3}{10}$ chains to a stone in line of J.T. Kerr's; thence North $55 \frac{1}{2}$ deg. East 95 chains to the beginning. Estimation 249 acres, more or less, except the L&N R.R. right of way. This land is situated on the waters of Baker's Creek and lying on both sides of the L&N R.R. and about $\frac{1}{2}$ miles south from Jena.

Tract 2:

Situated in District No. Three (3) of Loudon County, Tennessee, and being more particularly bounded and described as follows:

Beginning at a stake in branch near pine, corner to D.A. Wilson; thence North $62 \frac{1}{2}$ deg. West $2 \frac{5}{10}$ chains to a stake in ditch; thence North 72 deg. West $7 \frac{8}{10}$ chains to a stake, corner to Iles; thence North 26 deg. West 55 chains to a stake in the line of J.A. Belt; thence North $56 \frac{1}{2}$ deg. East $34 \frac{4}{10}$ chains to a stake, corner to D.A. Wilson; thence South 34 deg. East $62 \frac{9}{10}$ chains to a stake in the field corner to D.A. Wilson; thence South $56 \frac{1}{2}$ deg. West $36 \frac{1}{10}$ chains to the beginning containing 60 acres, more or less.

Tract 3:

Situated in District No. Three (3) of Loudon County, Tennessee, and being more particularly bounded and described as follows:

Beginning on a stone corner to John Hutton's own land on a line of D.A. Wilson, North $33 \frac{1}{2}$ deg. West 62 chains, corner to Belt; thence with Belt, North 56 deg. East 6.3 chains, corner to Belt and Owens, on top of the hill; thence with Owens, South $36 \frac{3}{4}$ deg. East 6 chains, corner to Owens; thence with Owens and W.S. Hall in part, North $53 \frac{1}{4}$ deg. East $21 \frac{2}{10}$ chains, corner to W.S. Hall in the road; thence with road and W.S. Hall, South 36

¼ deg. East 37 9/10 chains, corner to W.S. Hall and C.B. Woods in center of road; thence with C.B. Woods and road, South 37 deg. East 19 chains, corner to Fred Wilson, on a line of C.B. Woods; thence with Fred Wilson and D.A. Wilson in part, South 56 ½ deg. West 32 2/10 chains to the beginning and containing 46 ¼ acres, more or less.

There is specifically less and excepted from Tracts 1, 2 and 3 described above the following parcels of property:

1. That property conveyed to D.M. Kerr and wife, Marnie Kerr by deed dated March 11, 1909 and of record in Warranty Book 18, page 107, in the Loudon County Register of Deeds Office;
2. That property conveyed to Charley Black by deed dated November 27, 1911 and of record in Warranty Book 21, page 134, in the Loudon County Register of Deeds Office;
3. That property conveyed to D.A. Wilson by deed dated February 9, 1916 and of record in Warranty Book 24, page 279, in the Loudon County Register of Deeds Office;
4. That property conveyed to Bud Thompson and wife, Hasie Thompson by deed dated December 17, 1913 and of record in Warranty Book 24, page 542, in the Loudon County Register of Deeds Office;
5. That property conveyed to Loudon County for a road right of way as described in that deed recorded January 27, 1965 in Warranty Book 78, page 39, in the Loudon County Register of Deeds Office;
6. That property conveyed to Loudon County for road purposes dated August 8, 1950 and of record in Right of Way Book 2, page 29, in the Loudon County Register of Deeds Office; and
7. That portion of the subject property lying within the bounds of the L&N Railroad right of way crossing through Tract 1 described above.

Tracts 1, 2 and 3 being a part of that property described in the following deeds:

1. Deed to John W. Hutton dated September 23, 1908 and of record in Warranty Book 17 page 365, in the Loudon County Register of Deeds Office;
2. Deed to J.W. Hutton dated March 11, 1909 and of record in Warranty Book 28, page 207, in the Loudon County Register of Deeds Office;
3. Deed to John W. Hutton and wife, Isa Hutton dated February 9, 1916 and of record in Warranty Book 28, page 208, in the Loudon County Register of Deeds Office.

John W. Hutton (aka John Wicklof Hutton) died without a will on or about May 2, 1964. John W. Hutton was married to Isa M. Hutton and she died without a will in 1968. The only child of John W. Hutton and/or Isa M. Hutton, either living or deceased, was John M. Hutton. See that Affidavit of Heirship recorded in Warranty Book 91, page 184, in the Loudon County Register of Deeds Office.

John M. Hutton (aka John Montgomery Hutton) died with a will on or about March 17, 2005. The Last Will and Testament of John Montgomery Hutton was probated in Will Book S, page 169, in the Loudon County Probate Office, Docket No. 3133. See also that Disclaimer of Linda Brewer filed in the Estate of John Montgomery Hutton. For further reference see those deeds of record in Deed Book 310, page 461, Deed Book 330, page 213 and in Deed Book 351, page 274, all in the Loudon County Register of Deeds Office.

Tract 4:

Situated in District No. Three (3) of Loudon County, State of Tennessee, being a small triangular tract of land and more particularly bounded and described as follows:

BEGINNING at an iron pin in the southerly line of the easement formerly conveyed by the parties of the first part to Loudon County for public road purposes, said road being known as Steele Road, said iron pin marking the common corner between the property presently owned by John M. Hutton et ux and the property herein conveyed; thence with line of Hutton's present property and running in a southeasterly direction approximately 210 feet to an iron pin; thence with line of Hutton's present property and running generally in an easterly direction approximately 300 feet to an iron pin in the southerly line of said Steele Road right-of-way; thence with the southerly line of said Steele Road right-of-way and running in a general westerly direction approximately 316 feet to the beginning corner, containing approximately one-half acre.

Being the same property conveyed to John M. Hutton and wife, Barbara Hutton by Warranty Deed from Claude Steele and wife, Ellen Ruth Steele, dated October 20, 1969 and of record in Warranty Book 96, page 163, in the Loudon County Register of Deeds Office. John M. Hutton died on or about March 17, 2005 leaving his wife, Barbara Hutton as the surviving tenant by the entireties in and to the entire interest in this property. Barbara Hutton died on or about January 11, 2008 leaving a Last Will and Testament in Will Book U, page 355, filed in Docket No. 3638 in the Loudon County Probate Office.

The First Parties also quitclaim to Second Parties all right, title and interest of First Parties, if any, in and to any and all roads, any railroad crossings, railroad right of ways, easements, and in and to any strips, gaps or gores of land adjacent to, immediately abutting or adjoining the property described above.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, as the case may demand.

Gail Hutton Webb

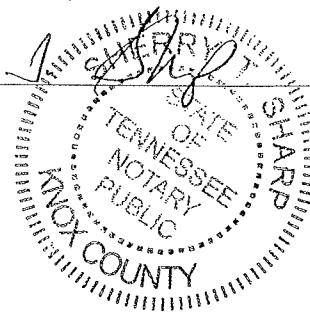
Gail Hutton Webb, individually, and as Co-Trustee of the John Montgomery Hutton Testamentary Trust

STATE OF Tennessee
COUNTY OF Knox

Personally, appeared before me, the undersigned authority, a Notary Public in and for said County and State **Gail Hutton Webb, individually, and as Co-Trustee of the John Montgomery Hutton Testamentary Trust**, the within named bargainer with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office on this the 12 day of January, 2024.

Sherry I Sharp
Notary Public



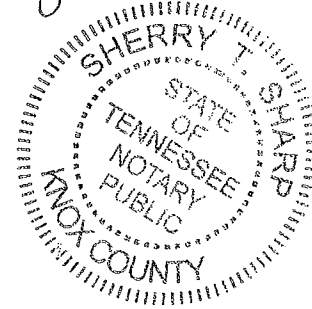
My Commission Expires: 1-4-25

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is \$1.00.

Gail H. Webb
Affiant

Subscribed and sworn to before me this 12 day of January, 2024.

Sherry I Sharp
Notary Public



My Commission Expires: 1-4-25

IN WITNESS WHEREOF, the said First Parties have executed this instrument as of the day and year first above written.

Harold Wayne Hutton
Harold Wayne Hutton, individually, and as Co-Trustee of the John Montgomery Hutton Testamentary Trust

STATE OF Tennessee
COUNTY OF Knox

Personally, appeared before me, the undersigned authority, a Notary Public in and for said County and State **Harold Wayne Hutton, individually, and as Co-Trustee of the John Montgomery Hutton Testamentary Trust**, the within named bargainer with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office on this the 12 day of January, 2024.

Sherry I. Sharp
Notary Public

My Commission Expires:
1-4-25

BK/PG: D469/780-785
24000335

6 PGS:AL-QUIT CLAIM DEED	
CARRIE BATCH: 196358	
01/12/2024 - 03:52:05 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00

STATE OF TENNESSEE, LOUDON COUNTY
TAMMY GALLAHER
 REGISTER OF DEEDS

