

Grant Farm Property
Rocky Face Ridge Battlefield
MASTER PLAN UPDATE

May 2019
Prepared by:
WLA Studio

Under the direction of
Whitfield County, Georgia

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1.0 EXECUTIVE SUMMARY

Whitfield County, which is located in Northwest Georgia, owns approximately 1,044-acres that were once part of a much larger, approximately 2,000-acre area, battlefield that was the scene of fighting between Union and Confederate forces in 1864. A newly acquired parcel, east of Rocky Face Ridge, known as the “Grant Farm,” is the focus of this Master Plan Study Update. The previous Master Plan focused on property on Rocky Face Ridge itself and an area across interstate 75 in Tunnel Hill. The study site, Grant Farm, includes two tracts: one is 300.53 acres and the other is 0.58 acres. (See Figure 1 for map and Appendix A, Document 2 for full legal description of property) The site contains significant historic resources and was purchased by the county to function as public park, offering recreational and educational opportunities with an emphasis on interpretation of the Civil War battle. The significance of the Battle of Rocky Face Ridge has been recognized by the United States Civil War Sites Advisory Commission (the “CWSAC”) which has given it a Priority 11.3 Class C Rating in the CWSAC Report on the Nation’s Civil War Battlefields.

The Civil War is an event that remains fixed as a turning point in American history. People visit Civil War sites to gain a better understanding of the causes and effects of this great conflict. The study site of this report played a key role in the Atlanta Campaign due to its proximity to the Western and Atlantic railroad and the city of Chattanooga, Tennessee. Once Chattanooga had fallen, Confederate soldiers pulled back and reorganized in the area surrounding Dalton, GA. Confederate troops constructed defensive fortifications along Rocky Face Ridge, which Union General Joseph Hooker described as impenetrable. Beginning on May 7, 1864, Union troops began moving towards the Confederate lines. For the next few days, Union commanders sent forces to test the Confederate defenses on Rocky Face Ridge and to keep those troops occupied while a larger body of Union soldiers marched south towards Resaca, GA. On May 15, after days of inconclusive fighting, the Confederate Army retreated south towards Atlanta. Union Major General William T. Sherman ordered his army to follow, resulting in

a series of battles culminating in the fall of Atlanta in September 1864.

As discovered in the previous master plan, land tracts immediately surrounding Rocky Face Ridge are being developed at an alarming rate, consuming locations with historic resources, further limiting points of entry to the properties and compromising view sheds. Contemporary features such as Interstate 75 (I-75), cell towers, commercial businesses, private residences and subdivisions are threatening the integrity of all Civil War-related sites in the area. Destruction or degradation of Civil War-related resources has occurred on other properties contiguous to or near the study site.

One of the main initiatives for this study was to provide alternative designs for parking and access to a proposed mountain bike trail being planned by SORBA Southern Off Road Bicycle Association (SORBA). SORBA is the leading mountain biking organization in the Southeastern United States. They work to create new trails and maintain existing trails all over the region. SORBA provided financial assistance to acquiring the Grant Farm Property. SORBA provided maps showing the alignment of the proposed trail at Rocky Face Ridge and alternative trail alignments for spur trails connecting with the Grant Farm property. Another goal of this project for the county is to provide much needed park space for the surrounding community. This project will also facilitate access to other amenities as well. Opportunities on the site include using an existing pond for fishing, providing a suitable trail network for local cross-country teams, and provide walking trails and interpretation for passive recreation and education.

The Master Plan Update also provides specific recommendations for the management and protection of historic resources associated with the Civil War. Site plans are included that illustrate the location of additions to the site. The recommendations also consider how to appropriately limit and control access to historic resources, while facilitating a more public use

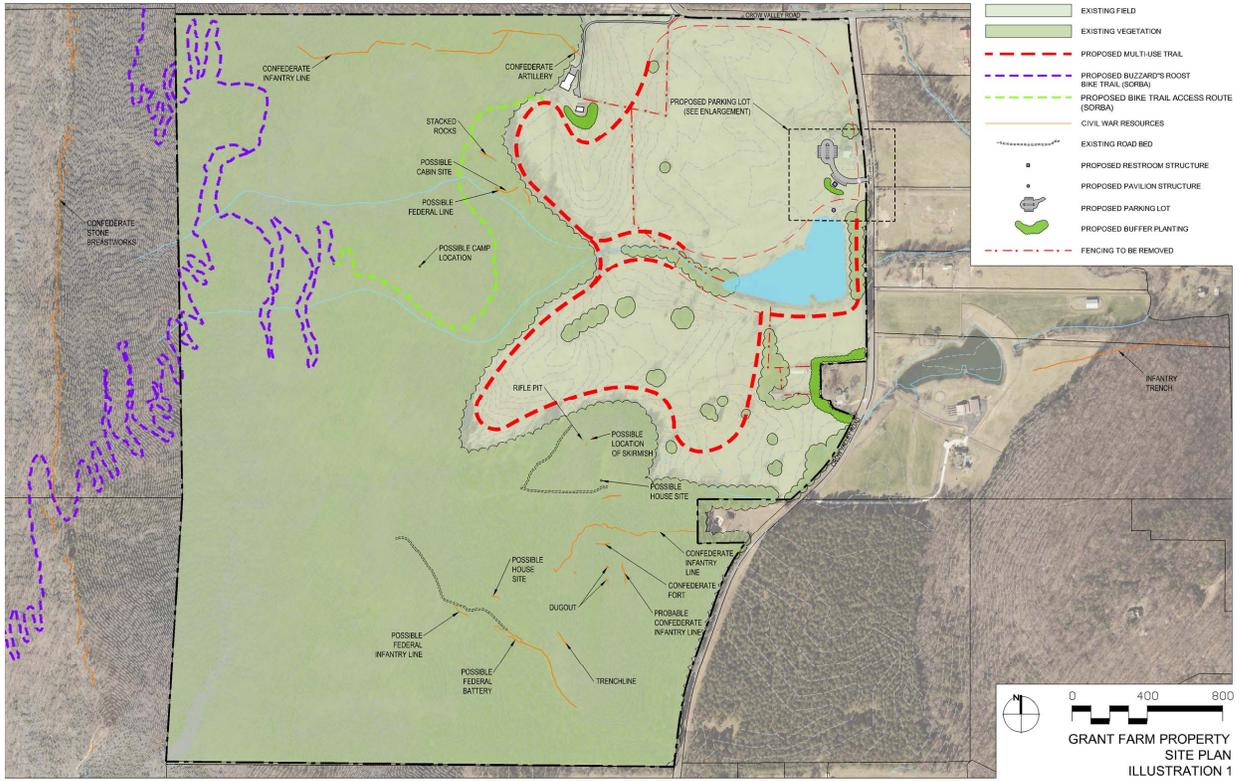


Figure 2

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2.0 ACQUISITION HISTORY

Larry Tillman Grant and Florrye Dunlap Grant acquire the property in 1977 and then sell the subject land to the Grant Revocable Trust on March 4, 2004. Larry Tillman Grant and Florrye Dunlap Grant, Trustee of the Grant Revocable Trust Agreement, then sold the land to the Civil War Preservation Trust on October 24, 2016.

Georgia Piedmont Land Trust and Georgia Department of Natural Resources (DNR) through Georgia State Historic Preservation Office (SHPO) were granted the right to preserve and protect the conservation values of the property in perpetuity. The Civil War Preservation Trust granted a Conservation Easement to the Georgia Piedmont Land Trust on 10/4/2016. Civil War Preservation Trust also granted a Deed Restriction to the Georgia Department of Natural Resources (DNR) through Georgia State Historic Preservation Office (SHPO) on November 4, 2016.

Civil War Preservation Trust sold the property to Whitfield County, Georgia on December 12, 2016. See Appendix A for complete Conservation Easement with deed restrictions between Civil War Preservation Trust, Georgia Department of Natural Resources, and the Georgia Piedmont Land Trust.

Conservation Easement

The goal of the Conservation Easement is for the site to “be permanently protected and managed to conserve the historical resources found on the property and such protection shall be evidenced by the Deed Restriction and Conservation Easement to be recorded pursuant to this Sub-grant Agreement.” See Appendix A: Rocky Face Ridge Sub-grant Agreement pg. 2.

A summary of the purpose of the Conservation Easement is listed below:

- A. Assure the Property will be retained forever predominantly in its natural, open space and scenic, condition;
- B. Prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property;

- C. Maintain and preserve the Property’s water quality and riparian areas;

- D. Protect the open space, and scenic values of the Property; and

- E. Protect the cultural sites and historical and archeological resources of the Property, particularly with regard to its significance as an American Civil War battlefield site.”

(Appendix A: Conservation Easement, GPLT, pg. 4)

The Conservation Easement has set limitations and restrictions on what can be constructed on the property. For example, one of the restrictions is that no structure can be built on the property without review and approval by SHPO and the Grantee. Whitfield County has proposed constructing a new restroom building and have submitted preliminary plans to SHPO for review. Another restriction is that native plants must be used for landscaping. For a full listing of these restrictions, please see Appendix A: Conservation Easement, GPLT, pg 5.

The Conservation Easement also grants a set of rights with ownership of the property.

“Grantor shall have the right to use the Property for recreational purposes, including but not limited to hiking, picnicking, bird-watching, other low impact recreational activities, conducted in accordance with plans approved by Grantee and SHPO, and including non-motorized bicycle use limited to a trail system, in strict accordance with the provisions of Section 4E., below, provided that any such use is not otherwise in violation of this Easement, consistent with the protection of the Conservation Values and that all recreational uses shall be conducted in accordance with all federal, state and local laws.”

Appendix A: Conservation Easement, GPLT, pg 4-5.

Another right the easement gives the property owner is to maintain existing entry driveway and existing roads on the property as of the date of the Conservation Easement. The proposed parking lot, recommended in this report, utilizes an existing driveway off Crow Valley Road.

3.0 SITE HISTORY (CIVIL WAR ERA)

The site is eligible for listing on the National Register of Historic Places because of its association with the Civil War. Native American Indians likely occupied the site, making it potentially eligible under Criteria D. The Grant Farm property features earthen trenches, also known as a “curtain line,” rifle pits, stacked stone walls, and both sub-surface and above ground earthworks in multiple locations throughout the 300 acre site. The property was the scene of combat on two separate occasions during the Civil War, the Battle of Crow Valley in February 1864 and the Battle of Rocky Face Ridge in May 1864. Moreover, the property was the location of Confederate camps during the winter of 1863-64, when Confederate soldiers occupied the area for up to six months. Records indicate that there were structures, including cabins constructed by Confederate troops, near the Grant Farm.

During the Battle of Crow Valley (also known as *the Demonstration on Dalton, GA*) in February 1864, Union forces advanced from north to south across Crow Valley in an attempt to secure a gap through the mountain ridge known as Buzzard Roost. Confederate forces including Clayton’s Alabama brigade and Reynolds’ Virginia and North Carolina brigade defended their position believed to have been within the southern half of the Grant Farm property. Union troops, including units from Ohio, Indiana, and other mid-western states, crossed the northern half of the property. The fighting covered virtually the entire 300 acres of the Grant Farm property as both Northern and Southern units marched and countermarched, attacked and counterattacked one another during the action.¹

The February skirmish also engaged Confederate earthworks on the property. These included one quarter to one-half mile of infantry trenches, a four-gun battery, another trench line of smaller length, and a portion of a two-gun battery work with a supporting redoubt. In addition, north of the study area, there is a rock wall about 3 feet in height and over 50 to 80 feet in length along the slope of Rocky Face Ridge, which was erected and

manned by 5 companies of Federal troops on the afternoon of 25 February 1864.² (See Figure 3)

According to the Conservation Easement documentation,

During the Battle of Rocky Face Ridge, the Confederate defense line was located east to west across the north end of the Property, as well as towards the top of Rocky Face Ridge. Confederate General Carter Stevenson’s line was engaged on May 8th, but the heaviest fighting on the Property took place on May 9th, between the left of Stevenson’s division line and Harker’s and Wagner’s brigades of Newton’s division of the Howard’s Fourth Corps. Several of Stevenson’s brigades were shifted from the valley to the left to aid in the attacks that were all repulsed. A continuous entrenchment of over 2000 feet, and a pristine artillery emplacement remain on the north end of the Property, as well as a damaged artillery emplacement. The Union artillery was also deployed on the Property. (See Conservation Easement, GPLT)

1. Whitfield County Civil War History. (N.D.). Retrieved from <https://www.whitfieldcountyga.com/hist/civilwar.htm>

2. The American Civil War in Georgia 1861-1865. (2014, September). Retrieved from <http://www.lat34north.com/HistoricMarkers/CivilWar/EventDetails.cfm?EventKey=18640225>

4.0 EXISTING CONDITIONS

Soils

The dramatic cliffs overlooking the Grant Farm property exposes the bedrock geology of this area of Georgia. The sedimentary rocks common in the study area include limestones, shales, sandstones and cherts. Soils on the project area are a variety of loams. The two main soil types found in the project area are Hector-Townley-Rock outcrop complex (HrF) and Nella gravelly fine sandy loam (NeF). The Hector-Townley complex includes well drained soils found on ridges in areas of 5 to 35 percent slopes. Nella gravelly fine sandy loam includes well drained, rocky soils found on ridges and side-slopes with 30 to 60 percent slopes.³

Slope & Hydrology

The slopes of Rocky Face Ridge become less steep once upon the Grant Farm property. The property generally slopes from the southwest to the northeast. The high point of the Grant Farm property is 1455 feet above sea level near its southwest corner. The low point is 775 feet above sea level near the northeast corner. The property features rolling topography, with undulating open fields and a small stream bisecting the fields flowing in a west to east direction. The stream drains water from higher elevations and Rocky Face Ridge. Other hydric systems include the seeping rocks on the eastern face of Rocky Face Ridge. Ground water escapes the outcrop of sandstone and shale and flows downhill towards the Grant Farm property. The stream crossing the Grant Farm feeds a pond on the eastern edge of the property. There is also a springhouse with an area of ponding water near the larger pond. The water from this spring and the outlet water from the pond drain through a culvert under Crow Valley Road.

Vegetation

The slopes below Rocky Face are primarily wooded, with dominant trees being chestnut oak, southern red oak, post oak, black oak, white oak, and hickory. Dominant ground cover includes Christmas fern, brown-stemmed spleenwort, round-lobed hepatica, wild ginger, and striped



Figure 4



Figure 5

wintergreen. (See Figure 4)

The base of Rocky Face's eastern slope contains Galax, a common ground cover plant. The eastern half of the Grant Farm Property is currently an open field condition with larger specimen trees scattered throughout. There are also scrubby trees and the occasional larger tree growing along the former fence lines crossing the field. The trees found in this area of the property include Some of the types of trees that you will find in this area are sweet gum, hickory, yellow poplar, elm, and maple. (See Figure5)

Existing Earthworks

The Rocky Face Ridge Battlefield site contains significant civil war resources. West of the Grant Farm Property, near the top of Rocky Face Ridge, there is a well-preserved stonewall that runs along the ridge line as well as rifle lines that branch off down slope into the Grant Farm property. These



Figure 6



Figure 7



Figure 8



Figure 9

lines were to protect against Union attacks from the west and the north. Along Rocky Face Ridge, there is approximately 2,900-feet of stacked-stone constructed by Confederate forces in the winter of 1863-1864. The wall is in remarkably good condition for its age; however, there are sections where the wall has collapsed or stones have dislodged. (See Figure 6-Figure 9) There are approximately 1,650-feet of earthen trenches towards the northwestern portion of the Grant Farm property. These trenches are not in as good a condition as the stonewalls. Soil has eroded and the profile is not as distinguishable as it presumably was during the Civil War.

Although some suspected looting and forestry activities have occurred over the years, most of the resources are still intact. Due to the steep terrain, the site is difficult to access. Hurricane Opal in 1995 caused a number of trees to topple over, damaging sections of the stonewall. In October 2016, there was a forest fire on Rocky Face Ridge. (Figure 7) It took weeks to contain and many trees were lost. County staff prevented earth-moving equipment from bulldozing the stonewall when emergency crews were cutting a fire break. There

may be an upside to the fire because it burned many of the trees growing near the walls. These trees posed a risk to the walls because they could damage the walls if they fell. The fire did create holes in the canopy that should be filled in to protect the resources from rain.

The best preserved and most visible Civil War earthworks are on the property adjacent to Grant Farm, in the vicinity of Rocky Face Ridge. The historic resources on the Grant Farm property are less visible than those on the ridge, but no less important. They include trench lines, unfinished stonewalls, and rifle pits. There are some locations where stones are stacked and may have been the beginning of a wall but were abandoned prior to completion. Other historic resources related to the Civil War have been identified in the surrounding area on privately owned property. These resources include portions of earthen trenches, terracing that was likely for troop camping, and former gun positions.



Figure 10



Figure 11



Figure 12



Figure 13

Historic marker signs along the roadside identify some locations with resources. There is a marker on Crow Valley Road that discusses Stevenson's line as well as a marker on Haig Mill Road that demarcates the northern line of defenses for Dalton. There is also another marker just to the east of the project area on Poplar Church Road that also deals with Stevenson's Line and the repulsion of Union soldiers in May of 1864. Other resources are more difficult to access or are unmarked, further threatening their preservation.

Existing Structures

There are multiple existing structures on the property with conditions that range from good to poor and to needing a professional engineer to assess structural integrity. Two of the structures are residential houses with associated structures and there are three farming/agricultural buildings on the property.

The residential home at the northwest corner of the field (2231 Crow Valley Rd) is a relatively newly constructed dwelling (ca. 1985). The house is frame construction with stone veneer. There is

a main house, a 3-car garage, and an aluminum shed. The structure appears to be in good condition. The structure is suitable as caretaker's residence. (See Figures 10-13)

The residential home at the eastern edge of the Grant Farm property (2209 Crow Valley Rd) is a dwelling constructed circa 1934. The house is frame construction with a main house with two outbuildings, and a shed. The site of the house has been proposed as the future parking lot location. The house is currently occupied, but the tenants are expected to vacate in January 2019. (See Figures 14-17)

There is a barn structure towards the southeastern edge of the Grant Farm property, behind the existing residential home at 2136 Crow Valley Rd. The barn is in poor condition, but it could be saved for future use, but it would need to be inspected by an engineer to assess structural integrity. Moreover, the building does not appear to meet National Register of Historic Places criteria for individual listing. (See Figures 18-19)



Figure 14



Figure 15



Figure 16



Figure 17



Figure 18



Figure 19



Figure 20



Figure 21

There is another structure to the north of the barn towards the eastern edge of the property, behind the existing residential home at 2136 Crow Valley Rd. This structure could be rehabilitated for future uses, but it would need to be inspected by an engineer to assess structural integrity. There would also be a significant investment of money and there would need to be ongoing maintenance. Moreover, the building does not appear to meet National Register of Historic Places criteria. (See Figures 20-21)

There is a springhouse to the southeast of the property, just to the southeast of the barn. The Conservation Easement mentions two springs; however, this was the only spring observed during the site visits. There is still a fair amount of water coming from the spring as evidenced by the pond surrounding the springhouse. (See Figures 22-25)

Existing Fence Lines

The open field of the Grant Farm is subdivided into multiple pastures with barbed wire fencing. The field is currently used to grow hay. A mix of volunteer vegetation is growing along the fence lines. (See Figure 26-27) See Illustration 1 for fence line locations.



Figure 22



Figure 23



Figure 24



Figure 25



Figure 26



Figure 27

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5.0 METHODOLOGY

A kick-off meeting occurred on-site in April of 2018. Participants included representatives from Whitfield County (Jess Hansen) and WLA Studio (Luke Rushing). Participants visited the site to investigate and photograph historic resources and discuss potential park programming. Whitfield County provided GIS information; and WLA Studio updated the base map.

During the development of the initial conceptual design, WLA Studio established overall goals and objectives for the project, which include:

Goals and Objectives

- Provide a recommendation for trail access and location of proposed parking lot for mountain biking trail.
- Provide a recommendation for proposed restroom building location.
- Provide a recommendation for proposed pavilion location.
- Provide a Maintenance Plan for protection and interpretation of Civil War-era historic resources. (Earthworks)
- Provide recommendations, regarding the removal of existing structures on-site. (Modern house and 2 barn structures)
- Provide recommendations for removal of fence throughout the property. (Interior and perimeter fencing)
- Provide recommendations for converting site to native grasses throughout the open fields of the property.
- Provide recommendations for a Forestry Management Plan.
- Suggest interpretive opportunities to help facilitate the visitor experience (to be provided by others).

As previously mentioned, one of the original goals of this master plan update was to provide a parking lot and access trail for the proposed mountain bike trail. The proposed mountain bike trail that was designed by SORBA will travel around the fortifications line along Rocky Face Ridge and pass between gaps in the walls. The county is also interested in developing this property as a park for the public to enjoy and be

educated on the site's historical significance. The county wants a simple restroom facility in close proximity to the parking lot as well as a pavilion that would be located near the pond. The park would also include a multi-use trail system that would link all of the amenities.

After consultation with County staff, a list of programmatic elements was developed to be included in the master plan, which includes:

- Vehicular access and parking
- Trailhead and connection to mountain bike trail system
- Multi-use trail network (including bike access trail and internal trail systems)
- Restroom and pavilion (located between the parking lot and the pond)
- Open spaces for public use
- Interpretive site features, including signage and markers

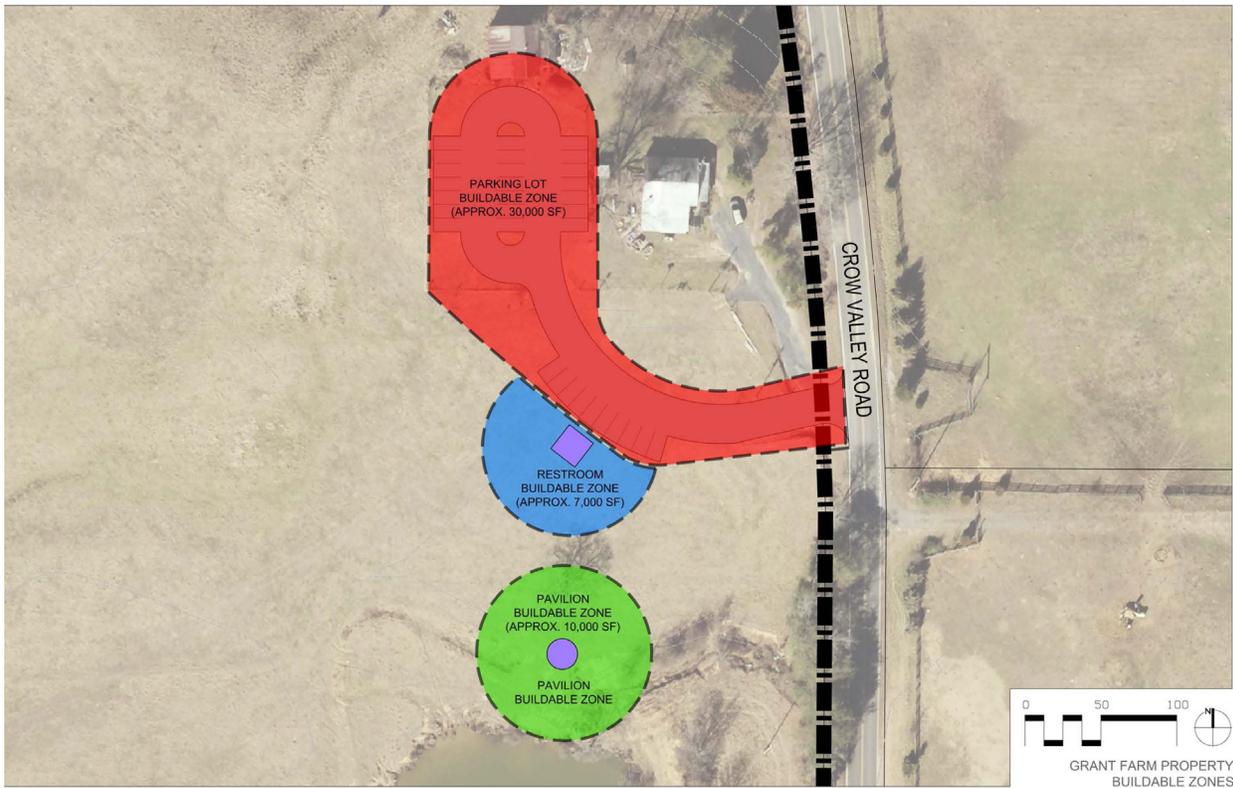


Figure 28

6.0 DESIGN DEVELOPMENT

The primary trail system was to provide an access trail to a SORBA proposed mountain bike trails on Rocky Face Ridge. Originally, there were two possible routes considered for the mountain bike access trail. Option one was to route the access trail around the north end of the property. Option two was to route the access trail along the southern edge of the fields near the middle of the Grant Farm property. Option one, the northern route, was chosen because option two bisected an area believed to be the location where fighting occurred in February 1864 and where there is a greater potential for unidentified Civil War-related resources.

A second trail system was considered for walking and running within the boundaries of the Grant Farm property. The routes considered for this trail generally follow the perimeter of the open fields connecting different areas of the site. One section of this trail, the northern section, was determined to be a multi-use trail, serving both pedestrians and bicyclists. Other considerations included minimizing the number of stream crossings and avoiding low-lying areas known to flood, including a site in the northeast corner of the site and near the springhouse. The Conservation Easement refers to these trails as “interpretive trails and footpaths.” The Conservation Easement also places restrictions on the design and construction of these trails (See Appendix A). The Conservation Easement requires that the trail be a maximum width of six feet, be constructed of pervious material, and prohibits the use of motorized vehicles. Additionally, the design team recommends that the County restrict grading for the construction of these trails and follow best practices regarding erosion, sediment, and pollution control.

The design team evaluated multiple locations throughout the property for the parking lot. Design considerations included safety and security. Among security considerations was locating the parking lot where it was relatively visible from the public road and from the residential house on the north side of the property, which the county is considering using for a caretakers house. A second

consideration was to locate the parking lot near the edge of the property to minimize vehicular traffic into the interior of the property. The design team considered the northeast corner of the property because of its visibility and proximity to the edge. However, the team rejected this location because of possible traffic conflicts created by locating an entrance drive close to the intersection of Crow Valley Road and Poplar Springs Road. Another proposed location was the site of an existing house (2209 Crow Valley Road) that to be demolished. This site was chosen because it is a previously disturbed construction site and had an existing driveway that could be reused.

The restroom building was also proposed to be near the parking lot and because utilities need for the restroom, including water and power, were already available at the former house site. Per the Conservation Easement, new structures are not allowed on the property without approval from SHPO; and Whitfield County has been in close communication with SHPO to make sure they approve of this location.

A preliminary site plan that including building envelopes for the parking lot, restroom building, and pavilion were sent to SHPO for review on April 27, 2018. (See Figure 2 & 28) While the focus of this study was on improvements to the Grant Farm property, it does consider the impact that the SORBA proposed mountain bike trail has on historic resources. The Conservation Easement allows the county “to construct and maintain a system of paths for use by non-motorized bicycles (mountain bikes).” But it also requires that the mountain bike trails “shall avoid any earthwork or other identified archeological resources and shall be situated in a manner that shall enable protection of the Conservation Values.” The Conservation Easement also requires that the design of the trail adhere to current mountain biking association design standards “provided that such standards and recommendations are not otherwise in violation of this Easement.” As currently designed, the alignment of the trail avoids existing Civil War-era historic resources. Its route also intends to minimize vegetation removal

and require minimal grading. SHPO required an archaeology report for areas where the proposed trail comes close to any known Civil War resource. (See Appendix C) This request required metal detector investigation and judgmental shovel testing wherever the proposed bike trail alignment came within 30' of known historic resources. The archeological consultant, TRC Environmental Corporation, identified eight previously identified archeological sites within a one-mile radius of the proposed project. All are associated with the Civil War. The report concluded that “the proposed trail will not directly impact any battlefield features,” but it identified five “areas of concern” that require “appropriate protective measures.”

WLA Studio presented the Draft Master Plan Update Site Plan to representatives of Whitfield County, SHPO, SORBA, and GPLT on November 19, 2018. The site plan illustrated the draft master plan concepts, including the location of proposed improvements. The purpose of the meeting was to provide all parties an opportunity to review the proposals prior to completing the final draft of the Master Plan Update. Additionally, concurrence by SHPO and GPLT is required for any improvements because of the Conservation Easement on the property.

7.0 RECOMMENDATIONS

An initial goal of the Master Plan Update was to site a new parking lot and associated trail that would link to a proposed mountain bike trail on Rocky Face Ridge. As the project progressed, the county wanted to consider making the Grant Farm property a public park to add to Whitfield County's limited public park offerings. Whitfield County expressed a desire for the park to contribute both as a historical tourism site and as a recreational site, providing both active and passive recreational options. The county was also looking for specific recommendations regarding elements on the site. These recommendations are presented below:

Parking Lot -We recommend locating the parking lot and restroom at the location of the residential structure at 2209 Crow Valley Road after it is removed. The house does not contribute to the historic significance of the property and the site, because it has been extensively disturbed since the period of significance and offers the best location to add modern amenities. The parking lot and associated drive should be constructed within the buildable zone of the home and associated structures. (See Illustration 4)

Trail System-The recommendations provide two trail systems: a mountain bike access trail that connects the parking lot with the Rocky Face Ridge bike trail and the multi-use trail located along the perimeter of the Grant Farm property fields. (See Illustration 1) There are instances where the proposed alignment of the mountain bike trail at the top of Rocky Face Ridge comes within 30' of existing Civil War-related resources. The recommendation, suggested by TRC, is to move the alignment or to install protective fencing and signs to prevent damage to the stone walls. It also recommends that protective measures be installed during construction to prevent damage to the walls and to prevent erosion during construction that may damage the walls.

Restroom/Pavilion-We recommend locating the restroom and pavilion between the parking lot and the pond. The pavilion will be along the pond's edge while the restroom will be approximately midway between the parking lot and the pond.

(See Illustration 3)

Because there is always a chance of encountering previously unidentified archeological resources, the county should have a plan in place during construction activities to consult with an archeologist familiar with the site in case any features are found.

Existing Structures-For the safety of the public that would use the site, we recommend removal of the two barn structures unless the buildings are determined to be structurally sound and the county identifies an appropriate re-use for the buildings. (See Figures 18 & 20) These structures could be wonderful additions to the park but they would require extensive rehabilitation prior to opening to the public. Additionally, they do not contribute to the historic significance of the property nor do they appear to meet National Register of Historic Places criteria for individual listing.

Adjacent Property-There is a residence at 2136 Crow Valley Road that will remain privately owned property. This property is one of two along the eastern edge of the Grant Farm property along Crow Valley Road. The other residence is 2122 Crow Valley Road. We recommend developing a vegetative buffer between this parcel and the rest of the property to screen views of the house and to provide the owners a privacy screen. According to the Conservation Easement, plants used for this buffer should be native species. (See Illustration 1)

Existing Fencelines-We recommend removing the fencelines in the fields and along the property line, as well as most of the vegetation growing along the fencelines. (See Illustration 1) This would create a more open field condition, improve sight lines across the property, and ease maintenance associated with mowing. We propose leaving the healthy specimen trees to provide shade and visual interest without interrupting the open character of the property.

Open Fields/Native Grasslands-Currently, the county contracts with a third party to mow the Grant Farm property's fields. We have discussed the feasibility of transitioning the fields to meadow with native grasses and wild flowers. This can be a long term goal for Whitfield County because it will take several years to accomplish. It would first require identification of existing weeds and development of a transition seed mixture and maintenance schedule. By mowing the fields at the correct time and height, non-native weed species can be slowly eliminated and native grasses can become established. For more information on restoring native meadows. (See <https://www.ernstseed.com/resources/planting-guides/southeastern-sites-planting-guide/>)

Historic Resources-We also recommend photographing and documenting the resources of the property, particularly the stonewalls along Rocky Face Ridge. We believe it is important to document accurately the existing conditions, which would help inform future preservation decisions. If, for example, a tree fall damages a section of the wall, photographs of that section may provide sufficient evidence to rebuild the wall in accordance with the Secretary of the Interior Standards. The earthworks along the northwestern edge of the Grant Farm property should be monitored and potential hazards should be removed. The earthworks should be protected and preserved in their current condition. (For more specific information, please see the Resources Maintenance Guide in Appendix C)

8.0 REFERENCES

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- EXISTING FIELD
- EXISTING VEGETATION
- PROPOSED MULTI-USE TRAIL
- PROPOSED BUZZARD'S ROOST BIKE TRAIL (SORBA)
- PROPOSED BIKE TRAIL ACCESS ROUTE (SORBA)
- CIVIL WAR RESOURCES
- EXISTING ROAD BED
- PROPOSED RESTROOM STRUCTURE
- PROPOSED PAVILION STRUCTURE
- PROPOSED PARKING LOT
- PROPOSED BUFFER PLANTING
- FENCING TO BE REMOVED



GRANT FARM PROPERTY
SITE PLAN
ILLUSTRATION 1

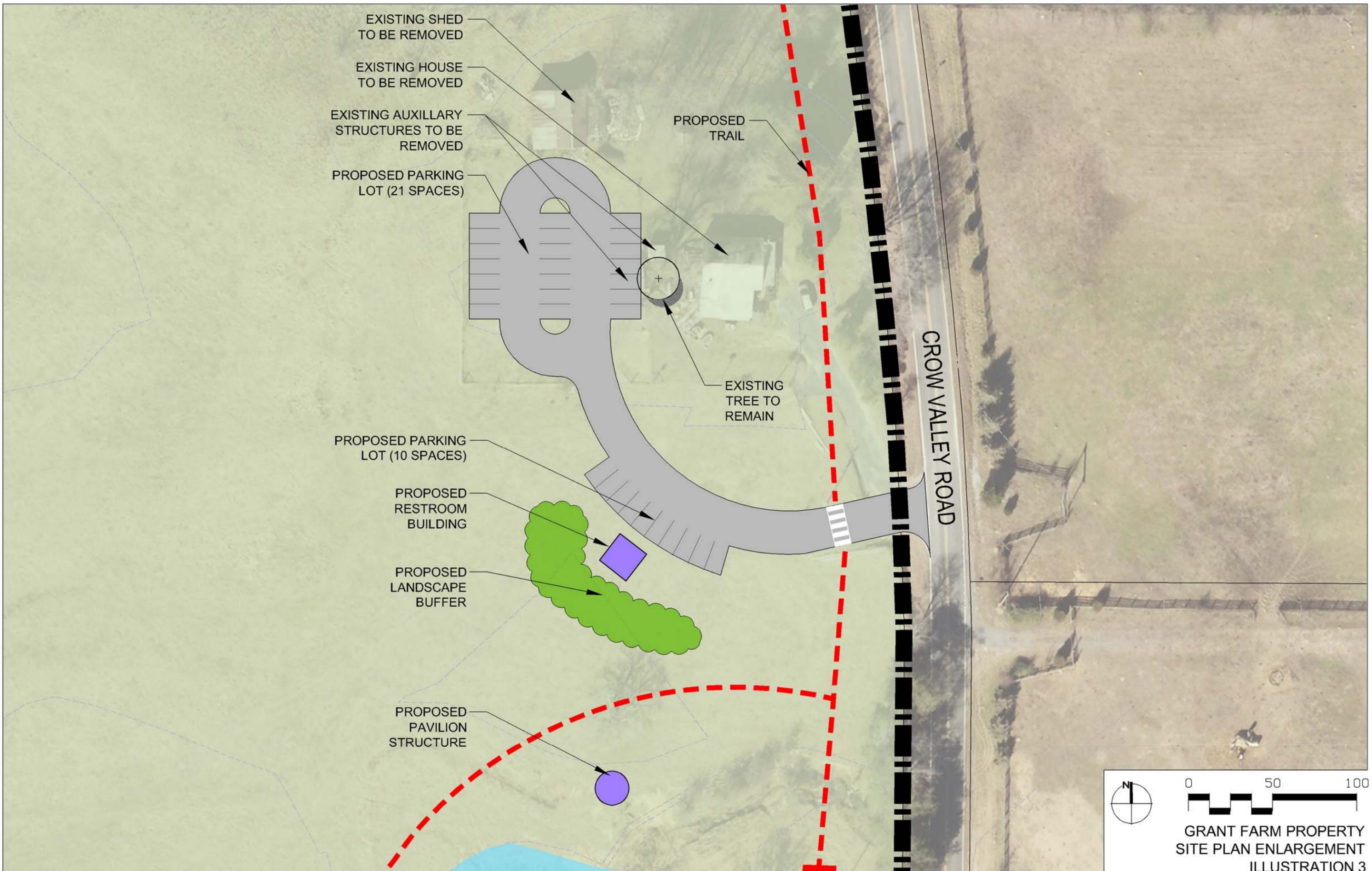


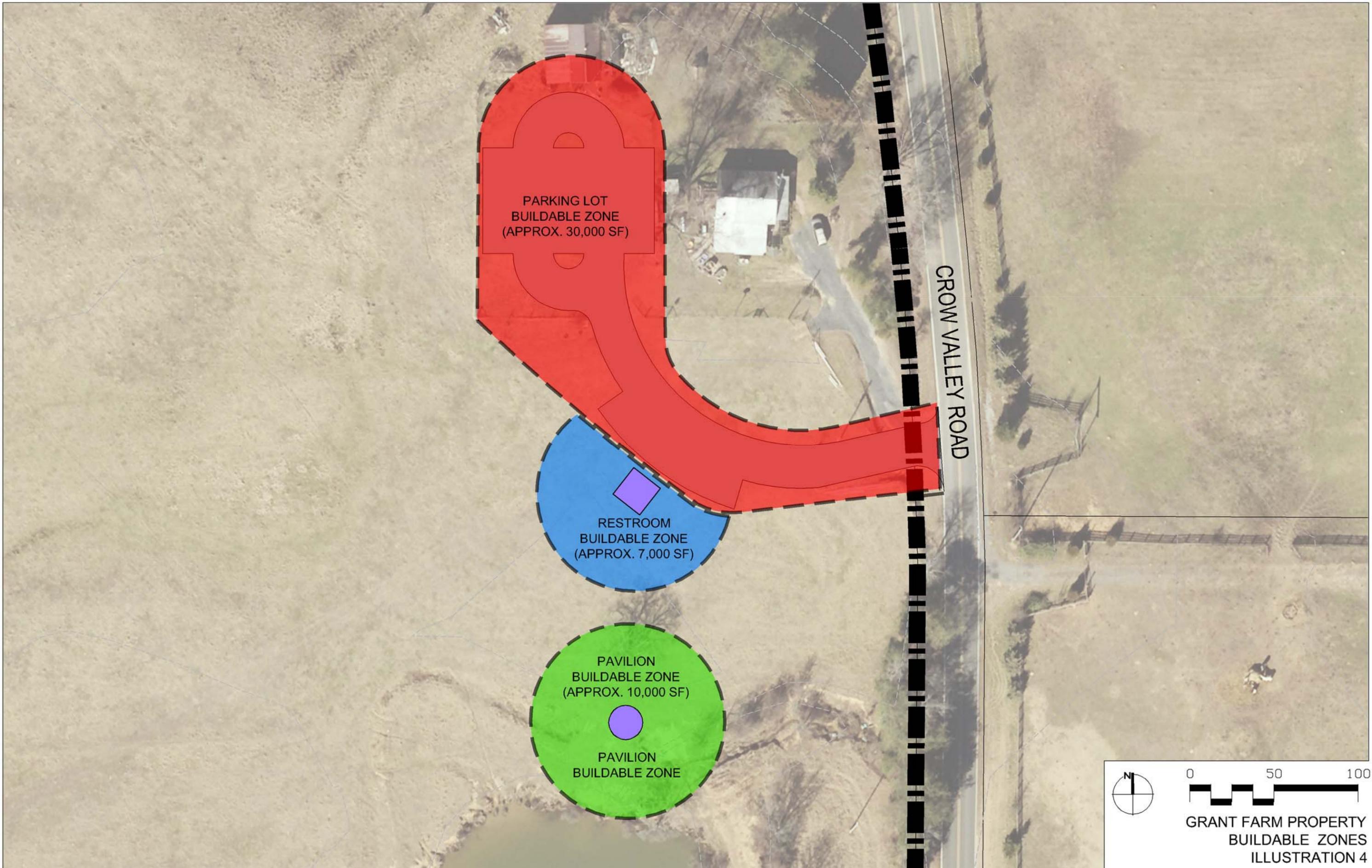
CROW VALLEY ROAD

CROW VALLEY ROAD



GRANT FARM PROPERTY
AERIAL PHOTOGRAPH
ILLUSTRATION 2





PARKING LOT
BUILDABLE ZONE
(APPROX. 30,000 SF)

RESTROOM
BUILDABLE ZONE
(APPROX. 7,000 SF)

PAVILION
BUILDABLE ZONE
(APPROX. 10,000 SF)

PAVILION
BUILDABLE ZONE

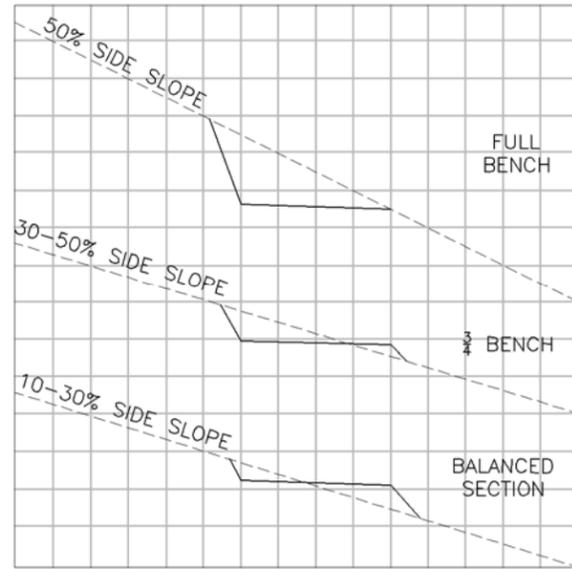
CROW VALLEY ROAD



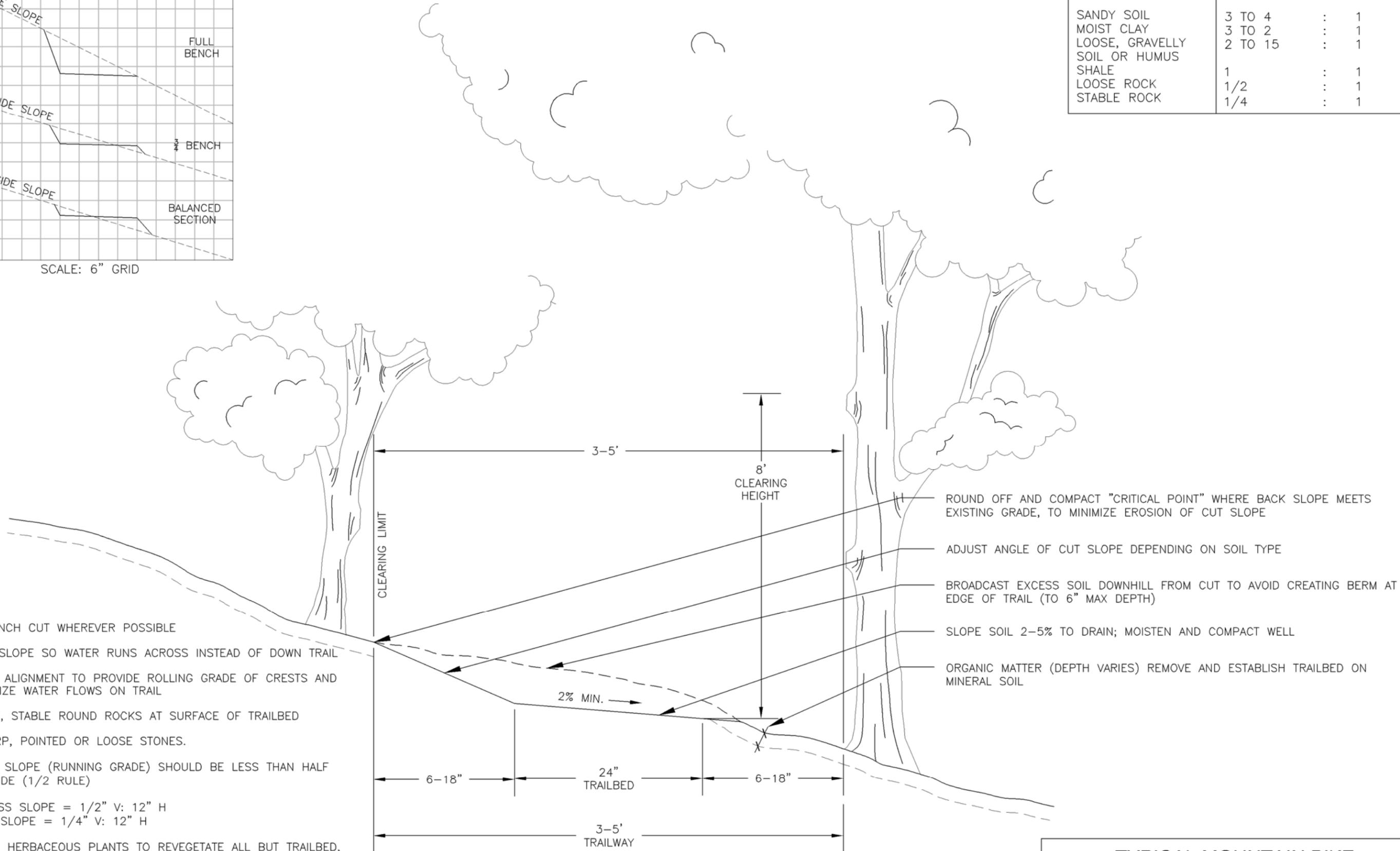
GRANT FARM PROPERTY
BUILDABLE ZONES
ILLUSTRATION 4

MAXIMUM CUT (BACK) SLOPES

MATERIAL	HORIZONTAL	:	VERTICAL
SANDY SOIL	3 TO 4	:	1
MOIST CLAY	3 TO 2	:	1
LOOSE, GRAVELLY SOIL OR HUMUS	2 TO 15	:	1
SHALE	1	:	1
LOOSE ROCK	1/2	:	1
STABLE ROCK	1/4	:	1



SCALE: 6" GRID



NOTES

1. USE FULL BENCH CUT WHEREVER POSSIBLE
2. MAINTAIN OUTSLOPE SO WATER RUNS ACROSS INSTEAD OF DOWN TRAIL
3. SELECT TRAIL ALIGNMENT TO PROVIDE ROLLING GRADE OF CRESTS AND DIPS THAT MINIMIZE WATER FLOWS ON TRAIL
4. RETAIN LARGE, STABLE ROUND ROCKS AT SURFACE OF TRAILBED
5. REMOVE SHARP, POINTED OR LOOSE STONES.
6. LONGITUDINAL SLOPE (RUNNING GRADE) SHOULD BE LESS THAN HALF SLOPE OF HILLSIDE (1/2 RULE)
7. 2% MIN. CROSS SLOPE = 1/2" V: 12" H
5% MAX CROSS SLOPE = 1/4" V: 12" H
8. ALLOW NATIVE HERBACEOUS PLANTS TO REVEGETATE ALL BUT TRAILBED, SEED OR MULCH AS NEEDED.
9. SHOULD ANY ARTIFACTS BE FOUND DURING CONSTRUCTION, STOP WORK IMMEDIATELY AND CONTACT COUNTY AND SHPO.

- ROUND OFF AND COMPACT "CRITICAL POINT" WHERE BACK SLOPE MEETS EXISTING GRADE, TO MINIMIZE EROSION OF CUT SLOPE
- ADJUST ANGLE OF CUT SLOPE DEPENDING ON SOIL TYPE
- BROADCAST EXCESS SOIL DOWNHILL FROM CUT TO AVOID CREATING BERM AT EDGE OF TRAIL (TO 6" MAX DEPTH)
- SLOPE SOIL 2-5% TO DRAIN; MOISTEN AND COMPACT WELL
- ORGANIC MATTER (DEPTH VARIES) REMOVE AND ESTABLISH TRAILBED ON MINERAL SOIL

TYPICAL MOUNTAIN BIKE TRAIL SECTION ILLUSTRATION 5

END
✓

Record & return to:
First Title Insurance
2622 Broad Street
Chattanooga, TN 37408
File: 15-20274B

Deed Doc WD
Recorded 11/04/2016 09:47AM
Georgia Transfer Tax Paid \$1,380.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga
Bk 06423 Pg 0060-0062

PTU-002711
DOC# 9321

WARRANTY DEED

This Indenture, made this 28th day of octo^r in the Year of Our Lord Two Thousand and Sixteen between **Larry Tillman Grant, and Florrye Dunlap Grant**, Trustees of the Grant Revocable Trust Agreement, dated February 13, 2004, as amended and restated in full dated March 17, 2016, parties of the first part, and **Civil War Preservation Trust**, a Virginia non-stock corporation, party of the second part, Witnesseth: That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do, grant(s), bargain(s), sell(s) and convey(s) unto the said party of the second part its heirs, successors and assigns, the following described property together with all buildings and improvements thereon and privileges and appurtenances thereunto belonging, to wit:

A certain tract or parcel of land lying and being in Land Lots Seventy (70), Seventy-one (71), Eighty-two (82) and Eighty-three (83) in the 12th District and 3rd Section of Whitfield County, Georgia, and being designated TRACT 1 and TRACT 2 on plat of survey entitled "Survey for Civil War Preservation Trust" of record in Plat Book E, Page 769, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, dated June 11, 2016, revised September 15, 2016, prepared and certified by Craig Marvin

Cook, Georgia Registered Land Surveyor No. 2691, said plat being incorporated herein by reference for a full and complete description of said property.

Tract 1 is shown on said plat to measure 300.53 acres and Tract 2 is shown to measure 0.58 acres.

For prior title and last instrument of record affecting the above described property, see deed of record from Larry Tillman Grant & Florrye Dunlap Grant to Larry Tillman Grant & Florrye Dunlap Grant, Trustees of the Grant Revocable Trust recorded in Deed Book 4206, Pages 31-44, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia.

TAXES for the year 2016 are to prorated between the grantor(s) and grantee(s) of even date herewith.

This conveyance is made subject to all rights-of-way, easements, restrictions and covenants upon said property, a certain Deed Restriction to be recorded following this conveyance subjecting this property to 54 U.S.C. Section 200308 of the Land and Water Conservation Fund Act, commonly known as section 6(f)(3).

To Have and To Hold the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise pertaining to the only proper use, benefit, and behoof of Civil War Preservation Trust, a Virginia non-stock corporation, the said parties of the second part, its heirs, successors, executors, administrators and assigns in fee simple.

And the said party of the first part, their heirs, successors, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said party of the second part, its heirs, successors, executors and administrators, against the claims of all persons whomsoever.

In Witness Whereof, the said parties of the first part have hereunto set their hand and affixed their seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

Larry Tillman Grant
Larry Tillman Grant, Trustee of the Grant
Revocable Trust Agreement, dated February 13, 2004,
as amended and restated

Signed this 28th day of October 2016 in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public (My commission expires) 2/10/18



Florrye Dunlap Grant
Florrye Dunlap Grant, Trustee of the Grant
Revocable Trust Agreement, dated February 13, 2004,
as amended and restated

Signed this 28th day of October 2016 in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public (My commission expires) 2/10/18



2

Deed Doc MISC
Recorded 11/04/2016 09:47AM

MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06423 Pg 0063-0093

doc# 9322

END
ATT

NOTE TO CLERK: PLEASE CROSS-REFERENCE
THIS DEED RESTRICTION WITH THAT CERTAIN
WARRANTY DEED RECORDED IN DEED BOOK
06423 PAGES 00-63 WHITFIELD COUNTY,
GEORGIA LAND RECORDS.

STATE OF Georgia
COUNTY OF Whitfield

DEED RESTRICTION

Civil War Preservation Trust, a Virginia non-profit corporation, (the "Trust"), hereby places and records this Deed Restriction.

The Trust is the owner of certain real property located in Whitfield County, Georgia, and further described on Exhibit A attached hereto and made a part hereof (the "Protected Property"), and it does hereby record the following Deed Restriction on the Protected Property. The Georgia Department of Natural Resources ("DNR") is the grant recipient under that certain Grant Agreement identified as the United States National Park Services Battlefield Acquisition Grant Agreement #P16AP00006 (the "NPS Grant") by and between DNR and the United States National Park Service ("NPS"). In connection with the NPS Grant, DNR and the Trust have entered into that certain Rocky Face Ridge Subgrant Agreement dated the 17th day of October 2016 (the "Agreement"). In fulfillment of the terms and conditions of the Agreement, the Trust hereby submits the Protected Property to this Deed Restriction.

The overall purpose of this Deed Restriction is to permanently commit the Protected Property for the purpose set forth in the NPS Grant, which purposes are to conserve and manage the Protected Property to protect, maintain and enhance, if appropriate, the historical resource values for which the Protected Property was acquired. Accordingly, the Protected Property shall

be permanently protected, managed and maintained in accordance with the Subgrant Agreement and this Deed Restriction.

The Trust is acquiring the Property with the assistance from Federal Land and Water Conservation Act funds pursuant to the American Battlefield Protection Program Authorization of 2009, as amended (54 U.S.C. § 308103). The Property is hereby subject to the provisions of Section 6(f)(3) of the Land and Water Conservation Act and may never be converted to other than preservation uses without the written approval of the United States Secretary of the Interior, acting through the American Battlefield Protection Program ("ABPP"). In the event of a breach of the requirements of Section 6(f)(3) (an unauthorized conversion), the only remedy is immediate compliance with Section 6(f)(3). Grant funds cannot be repaid to the NPS to nullify the requirements of Section 6(f)(3).

The terms and conditions of the Subgrant Agreement, attached herewith as Exhibit B, and the terms and conditions of the NPS Grant, attached herewith as Exhibit C, shall be incorporated herein and made a part of this Deed Restriction. In support of said protection, the Subgrant Agreement and Notice of Deed Restriction shall cross-reference the deed to the Tract of the Protected Property in Deed Book W423 page 60 in Whitfield County records.

DNR shall have enforcement rights to the extent set forth in the Subgrant Agreement and this Deed Restriction. This Deed Restriction may be amended only with the prior consent and approval of DNR and the Trust.

Therefore, for and in consideration of the above premises, the Tract does hereby record this Deed Restriction on the Protected Property:

EXECUTED by Civil War Trust, a Virginia non-profit corporation.

EXECUTED by Civil War Trust, a Virginia non-profit corporation.

CIVIL WAR TRUST

By: [Signature]

Name: O. James Lighthizer

Title: President

Date: October 4, 2016

Attest: [Signature]

Name: Steve Wyngarden

Title: Chief Administrative Officer

Date: October 4, 2016

Signed, sealed, and delivered in
the presence of:

[Signature]

Unofficial Witness

[Signature]
Notary Public

My Commission Expires:



EXHIBIT A TO DEED RESTRICTION CREATED PURSUANT TO O.C.G.A. § 44-10-1
et seq.

Property Description

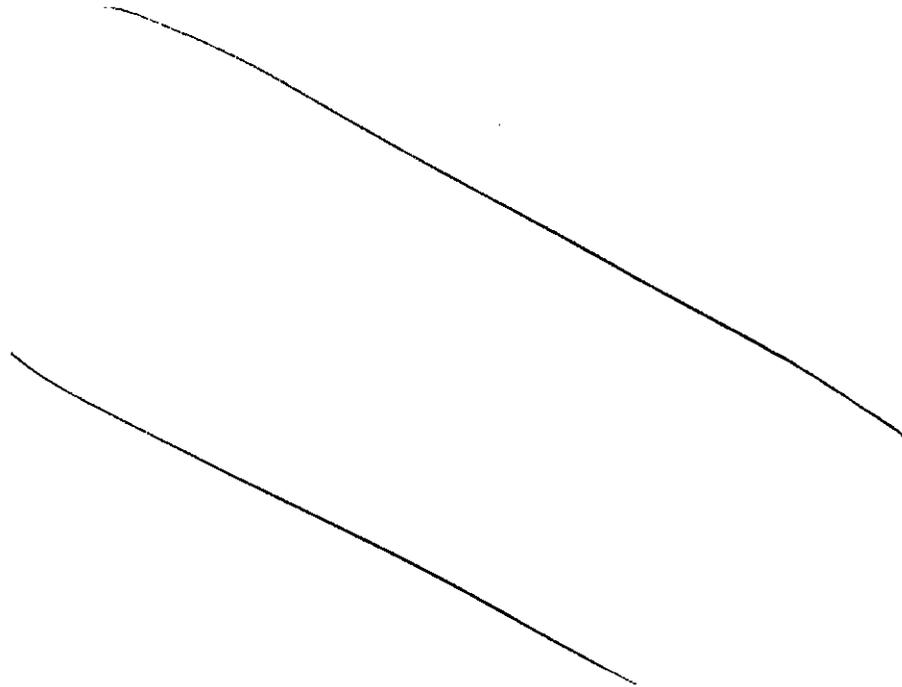
A certain tract or parcel of land lying and being in Land Lots 70, 71, 82 and 83 in the 12th District and 3rd Section of Whitfield County, Georgia, and being designated TRACT 1 and TRACT 2 on plat of survey entitled "Survey for Civil War Preservation Trust" of record in Plat Book E, Page 769, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, dated June 11, 2016, prepared and certified by Craig Marvin Cook, Georgia Registered Land Surveyor No. 2691, said plat being incorporated herein by reference for a full and complete description of said property.

Tract 1 is shown on said plat to measure 300.53 acres and Tract 2 is shown to measure 0.58 acres.

EXHIBIT B TO DEED RESTRICTION CREATED PURSUANT TO O.C.G.A. § 44-10-1

et se.

Rocky Face Ridge Subgrant Agreement



ROCKY FACE RIDGE SUBGRANT AGREEMENT

THIS ROCKY FACE RIDGE SUBGRANT AGREEMENT ("Subgrant Agreement") is made this 17 day of October, 2016 (the "Effective Date"), by and between the DEPARTMENT of NATURAL RESOURCES for and on behalf of the STATE OF GEORGIA, (hereinafter called "DNR"), whose address is 2 Martin Luther King, Jr. Drive SE, Suite 1252 East, Atlanta, Georgia 30334-9000, and CIVIL WAR PRESERVATION TRUST, whose address is 1154 15th Street NW, Suite 900, Washington, DC, 20005 (hereinafter called "the Trust") and GEORGIA PIEDMONT LAND TRUST, whose address is P.O. Box 3687, Suwanee, GA 30024 (hereinafter called "GPLT"). The words "Party" or "Parties" when used herein refers to the Trust, GPLT, and/or DNR as the context requires.

WITNESSETH

WHEREAS, the Parties are entering into this Subgrant Agreement to protect in perpetuity a certain portion of the historic Rocky Face Ridge Battlefield, including historic and archaeological resources and natural and open-space values located thereon; and

WHEREAS, said historic battlefield land being considered for acquisition under this Subgrant Agreement consists of a certain parcel of land totaling approximately 308.46± acres, (referred to herein as the "Rocky Face Ridge Tract" or the "Property"); and

WHEREAS, this transaction will help protect a portion of the site of the first battle of the Atlanta Campaign. It was the week long battle of Rocky Face Ridge, where on May 4-13, 1864, Confederate forces entrenched themselves atop Rocky Face Ridge and defended against Union attacks before moving south for the Battle of Resaca. This site contains pristine earthworks which will now be protected and preserved.; and

WHEREAS, the protection of the Rocky Face Ridge Tract is important for the easily discernable and significant historical and natural resources on the Property and the Property's significant location on Rocky Face Ridge Battlefield in Whitfield County; and

WHEREAS, in May of 2015, a grant funding application submitted by DNR to the U.S. National Park Service (NPS) American Battlefield Protection Program under the Battlefield Acquisition Grant program was awarded funding through Grant Agreement No. P16AP00006 (Battlefield Acquisition Grant – Rocky Face Ridge, Georgia) dated November 15, 2015 (the "Grant Agreement"). The total project amount contained in this proposal is \$1,406,120 with \$703,060 being awarded by the NPS and \$703,060 being provided by the Trust in non-federal match for the purchase of the Rocky Face Ridge Tract under this Subgrant Agreement (the "Trust Match"); and

WHEREAS, pursuant to that certain Grant Agreement this federal Battlefield Acquisition Grant funding will be subgranted to the Trust and GPLT to assist with land acquisition by the Trust; and

WHEREAS, pursuant to this Subgrant Agreement, the Trust Match to be provided under the Grant Agreement is being provided as cash for the purchase, a Deed Restriction in the form attached hereto as **Attachment 2** to be recorded by First Title Insurance Company and a Conservation Easement to be assigned by the Trust.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements set forth herein and other good and valuable consideration, all of which the Parties respectively agree constitutes sufficient consideration received at or before the execution hereof, the parties do hereby agree as follows:

I. PURPOSE/OBJECTIVE

The overall purpose of this Subgrant Agreement is to support protection of the Rocky Face Ridge battlefield by placing the Rocky Face Ridge Tract, as more particularly described in the legal descriptions set forth in **Attachment 1**, under ownership that will retain and enhance the attributes that provide those values. The specific objective of this Subgrant Agreement is to direct the Battlefield Acquisition Grant into a designated account controlled by DNR, which grant funds are to be subsequently transferred and used for the purchase and ownership of the Rocky Face Ridge Tract by the Trust in accordance with this Subgrant Agreement. The Rocky Face Ridge Tract shall be permanently protected and managed to conserve the historical resources found on the property and such protection shall be evidenced by the Deed Restriction and Conservation Easement to be recorded pursuant to this Subgrant Agreement. It is the intention of the parties to this Subgrant Agreement that the restrictions placed by the Deed Restrictions and the Conservation Easement shall be read such that both the Deed Restrictions and the Conservation Easement are given their full impact and shall be read to work together and not in opposition to each other.

II. COST & FUNDING

The total purchase price for the Rocky Face Ridge Tract (approximately 308.46 acres) is \$1,380,000. The NPS is providing up to \$703,060 in Battlefield Acquisition grant funds (the "Grant Funds"), which funds shall be deposited into a designated account controlled by DNR to be subsequently transferred and used for the purchase by the Trust and reimbursement of expenses incurred in acquiring the Rocky Face Ridge Tract to the Trust. DNR approves reimbursement of "allowable costs" as that term is used in the Grant Agreement of acquiring the Property incurred by the Trust prior to and after the execution of this Subgrant Agreement, provided that the expense was incurred in accordance with the Grant Agreement. The Trust shall be obligated to provide Match in the amount of 703,060 for the purchase of the Rocky Face Ridge Tract under this Subgrant Agreement.

III. SPECIFIC OBLIGATIONS OF EACH PARTY

Upon signature of this Subgrant Agreement by all parties:

1. Upon the written request of the Trust, which request shall be accompanied by true and correct copies of the proposed deed, proposed deed restriction, proposed conservation

easement, closing statement and title commitment of the Rocky Face Ridge Tract and invoices for the Trust's "allowable costs," DNR shall transfer the approved portion of the Grant Funds from the designated account to the closing agent, First Title Insurance Company, to be applied to the purchase price and reimbursement of "allowable costs" of the Rocky Face Ridge Tract. The Trust's written request will include the anticipated closing date on the subject parcel and will be submitted to DNR no earlier than fourteen (14) days prior to said closing date. DNR shall transfer the approved portion of the Grant Funds to the closing agent within ten (10) days of receipt of the Trust's written request.

2. The Trust shall use the Grant Funds for purchase of the Rocky Face Ridge Tract, and reimbursement of "allowable costs" consistent with the following terms:
 - a) DNR hereby approves transfer of the funds by First Title Insurance Company to the Trust, either to facilitate the Tract's acquisition of permanent title to the Rocky Face Ridge Tract, or to reimburse the Trust for previous acquisition of permanent title to the Rocky Face Ridge Tract, provided that the Deed Restriction in Attachment 2 is executed and recorded simultaneously with the closing of the Rocky Face Ridge Tract for which funds are requested to ensure that the Trust will comply with the terms for long term conservation in Section IV(3) and Section V(1) below. The Deed Restriction shall cross-reference the Rocky Face Ridge Deed to the Tract.
 - b) The Trust shall provide a brief written status report to DNR on the progress of use of the subgrant summarizing the acquisition of the property within thirty (30) days of the acquisition of the Rocky Face Ridge Tract.
 - c) The Trust shall provide the following to DNR within 60 days following the acquisition by the Trust of the Rocky Face Ridge Tract;
 - i. a copy of the final recorded deed and deed restriction;
 - ii. a copy of the final recorded easement
 - iii. a Final Progress Report, including a photo of the project sign and an SF425 Federal Financial Report; and
 - iv. if applicable, a copy of the Form SF-SAC and the Single Audit Reporting package must be sent to NPS within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever is earlier.
3. The Trust and DNR shall mutually agree upon the terms of a conservation easement subject to approval by NPS. The Trust shall convey a Conservation Easement to GPLT for the Rocky Face Ridge Tract on or before October 5, 2016.
4. The Trust will be responsible for the recording cost associated with the conveyance of the Conservation Easement for the Rocky Face Ridge Tract. DNR will not be responsible for costs associated with the conveyance.

IV. STIPULATIONS

Terms for Long-term Conservation and Program Income

1. Pursuant to this Subgrant Agreement, the Deed Restriction and the Conservation Easement, the Trust shall hold title to the Rocky Face Ridge Tract and shall manage the property in accordance with the Deed Restriction and Conservation Easement, and consistent with management of the Property as a historic battlefield, to preserve by protecting, maintain and enhancing, if appropriate, the historical resource values for which the property was acquired (hereafter, the "Terms and Conditions of Long-term Conservation").

2. Should the management of the Rocky Face Ridge Tract result in the potential for production of income, the Trust shall consult with DNR to ensure compliance with all Federal regulations associated with program income and Federal land acquisition pursuant to 43 CFR 12.65 (e.g., from charging an access fee to the public, or from the sale of products of the land.) DNR will work with the Trust and NPS to ensure compliance with all Federal regulations associated with program income and Federal land acquisition pursuant to 43 CFR 12.65, including the option of allowing the Trust to retain any such program income for the purpose of applying said income to the management of the property consistent with the terms and conditions of the Grant Agreement and this Subgrant Agreement.

3. In the event that the Terms and Conditions for Long-term Conservation set forth in this Subgrant Agreement and the Grant Agreement are not fully complied with, the Property purchased and acquired with the Battlefield Acquisition Grant and the Trust Match dollars for the Battlefield Acquisition Grant shall be subject to transfer, replacement, or repayment to DNR or at the direction of DNR, to the United States, pursuant to 43 CFR 12.71 and in accordance with the language below. Notwithstanding, this section shall only be applicable to the Trust. The GPLT shall not be liable to the terms of this Section IV.3.

a. Transfer of an undivided pro rata share of the Rocky Face Ridge Tract to DNR, or to NPS at DNR's direction, to ensure that DNR, or the United States, receives a share of the real property that is proportionate, as nearly feasible, to the value of the grant granted hereunder and the Trust Match which is required hereunder. The proportionate share shall be determined by an appraisal of the Fair Market Value of the transferred property as defined in this Subgrant Agreement.

"Fair Market Value" shall mean the fair market value of the applicable property determined as set forth in this paragraph. DNR shall have an appraisal prepared at the Trust's cost by a real estate appraiser selected by DNR who shall be a qualified real estate appraiser (for example a Member of the Appraisal Institute (MAI) appraiser or someone equally qualified) who shall have full-time non-residential real estate appraisal experience.

b. Provide DNR, or at the direction of DNR provide NPS, with real property that is

equal in value to the value of the non-compliant property purchased under this Subgrant Agreement. The real property to be provided hereunder shall be agreed upon by the Parties to this Subgrant Agreement and will serve the purpose of long term conservation and management of the affected civil war site. Alternatively, the holder of the non-compliant property shall acquire title to real property that is equal in value to the value of the non-compliant property. The property to be acquired shall be agreed upon by the parties to this Subgrant Agreement and will serve the same purpose for the long term conservation and management of the civil war site. The determination of equal value to the non-compliant property required herein shall be determined by an appraisal of the fair market value of both the property to be transferred or acquired and the non-compliant property as defined in IV(3)(a) of this Subgrant Agreement.

c. All property substituted for the Rocky Face Ridge Tract pursuant to the transfer, replacement or repayment requirements of this Subgrant Agreement ("the substituted property") shall be subject to a Deed Restriction in substantially the same format as Attachment 2 of this Subgrant Agreement, and the Deed Restriction and the Subgrant Agreement shall be recorded and cross referenced with the respective substituted tract's deed records to ensure that the obligations set forth in this Subgrant Agreement are satisfied and the properties at issue are permanently protected pursuant to the requirements of this Subgrant Agreement.

4. The Trust and GPLT hereby release and agree to hold harmless, indemnify and defend DNR and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors and assignees of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including without limitation, reasonable attorneys' fees arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Rocky Face Ridge Tract, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any Federal, State, or local law, regulation, or requirement, including without limitation, CERCLA and State hazardous waste statutes, by any person other than the Indemnified Parties, in any way affecting, involving, or relating to the Rocky Face Ridge Tract; (3) the presence or release in, on, from, or about the Rocky Face Ridge Tract, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any Federal, State, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the breach by the Trust or GPLT or their employees or agents, of any of their obligations under this Subgrant Agreement.

5. If the Trust desires to transfer all or any portion of its right, title, and interest in the Rocky Face Ridge Tract to a third party, it shall ensure that any such transfer is subject to the Deed Restriction and Conservation Easement. The Trust shall include a statement, within the body of

the conveyance instrument by which the Trust's interest in the Tract is transferred, that such transfer and any future transfers are subject to the Deed Restriction and Conservation Easement.

V. GENERAL PROVISIONS

1. **ASSIGNMENT.** DNR may, with the prior written consent of the Parties and NPS, transfer or assign this Subgrant Agreement or any of DNR's rights or duties hereunder to another agency, department, instrumentality or authority of the State of Georgia. Except as otherwise provided in this Subgrant Agreement or the attachments hereto, the Trust and GPLT may only assign their interests hereunder with the prior written consent of DNR. DNR's rights and obligations under this Subgrant Agreement shall be automatically transferred or assigned, in whole or in part to any successor agency that (as determined solely with reference to any act of the General Assembly of the State of Georgia or an executive order of the Governor of the State of Georgia) succeeds to any or all of the powers or responsibilities of DNR.
2. **RIGHTS CUMULATIVE.** All rights, powers and privileges conferred hereunder will be cumulative and not restrictive of those given by law.
3. **NON WAIVER.** No failure by either party to exercise any right or power under this Subgrant Agreement, or to insist upon strict compliance with the provisions of this Subgrant Agreement, and no custom or practice of either party at variance with the terms and conditions of this Subgrant Agreement, will constitute a waiver of a party's right to demand exact and strict compliance with the terms and conditions of this Subgrant Agreement.
4. **CONTINUITY.** Each of the provisions of this Subgrant Agreement will be binding upon, and inure to the benefit and detriment of DNR, GPLT and the Trust, and their successors and assigns.
5. **DATE FOR PERFORMANCE.** If the time period by which any right, option or election provided under this Subgrant Agreement must be exercised, or by which any act required hereunder must be performed, expires on a Saturday, Sunday or legal holiday as established pursuant to O.C.G.A. § 1-4-1, then such time period will be automatically extended through the close of business on the next regularly scheduled business day.
6. **TIME OF THE ESSENCE.** All time limits stated herein are of the essence of this Subgrant Agreement.
7. **EXHIBITS.** Each and every exhibit referred to or otherwise mentioned in this Subgrant Agreement, including any List of Exhibits, is attached to this Subgrant Agreement and is and will be construed to be made a part of this Subgrant Agreement by such reference or other mention, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.
8. **SEVERABILITY.** If any one or more of the provisions contained herein will for any reason be held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect,

such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Subgrant Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

9. CAPTIONS. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Subgrant Agreement.

10. GEORGIA AGREEMENT. This Subgrant Agreement shall be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia without regard to the conflict of laws provisions.

11. COUNTERPARTS. This Subgrant Agreement is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

12. NO THIRD PARTY BENEFICIARIES. Except as specifically provided herein, in the Deed Restriction, in the Conservation Easement, in the Grant Agreement or in the Georgia Uniform Conservation Easement Act codified at O.C.G.A. § 44-10-1 *et seq.*, nothing herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Subgrant Agreement.

13. ENTIRE AGREEMENT. This Subgrant Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement with respect hereto; no member, officer, employee or agent of the Trust or DNR has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Subgrant Agreement. No modification of or amendment to this Subgrant Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.

14. EXECUTION. The individual(s) executing this Subgrant Agreement on behalf of the Trust and GPLT represent and warrant to DNR that such individuals have personal knowledge of the matters stated in this Subgrant Agreement, and that they are authorized to execute this Subgrant Agreement on behalf of the Trust and GPLT respectively.

15. CONSTRUCTION. Each Party acknowledges participating in the negotiation of this Subgrant Agreement and further acknowledges that no provision of this Subgrant Agreement shall be construed against or be interpreted to the disadvantage of any Party hereto by any court or other governmental or judicial authority by reason of such Party having or deemed to have structured, dictated or drafted such provision.

16. NOTICES. Any report, notice or communication required or permitted in this Subgrant Agreement shall be in writing to the appropriate Party addressed to the individual identified in this

Subgrant Agreement at the address specified in this Subgrant Agreement. The report, notice or communication shall be deemed to have been duly given on the day of service if served personally or the next Business Day following the day sent by a nationally recognized overnight courier service and addressed as set forth below. Either Party may from time to time, by notice to the other, designate a different person or title, or both if applicable, or address to which notices to said Party shall be given.

To DNR:

Steve Friedman
Chief of Real Estate GA DNR
2 MLK JR DR SE
Suite 1352 East
Atlanta, GA 30334

To GPLT:

Carol Hassell, Executive Director
Georgia Piedmont Land Trust
P.O. Box 3687
Suwanee, Georgia 30024

To Trust:

Thomas Gilmore
Civil War Preservation Trust
1156 15th Street, N. W. Suite 900
Washington, D.C. 20005

VI. RELATED ATTACHMENTS

Attachment 1 - Legal descriptions of the Rocky Face Ridge Tract.
Attachment 2 - Deed Restriction encumbering the Rocky Face Ridge Tract.

IN WITNESS WHEREOF, each party has caused this Subgrant Agreement to be executed by an authorized official on the day and year set forth opposite his or her signature.

THE GEORGIA DEPARTMENT OF NATURAL RESOURCES:

By: _____ Date: _____
Name: Mark Williams
Title: Commissioner

Signed, sealed, and delivered in
the presence of:

Unofficial Witness

Notary Public

Name

My Commission Expires

(signatures continued on next page)

GEORGIA PIEDMONT LAND TRUST

By: _____

Date: _____

Name:

Title :

Attest: _____

Date: _____

Name

Title

Signed, sealed, and delivered in
the presence of:

Unofficial Witness

Notary Public

Name

My Commission Expires

(signatures continued on next page)

CIVIL WAR PRESERVATION TRUST

By: [Signature]
Name: O. James Ligathizer

Date: 10/4/16

Title: PRESIDENT

Attest: [Signature]
Name: Steve Wyngarden

Date: 10/4/16

Title: Assistant Secretary

Signed, sealed, and delivered in
the presence of:

[Signature]
Unofficial Witness

Kathleen M Robertson
Notary Public

Kathleen M. Robertson
Name

My Commission Expires



ATTACHMENT 1

Legal description of the Rocky Face Ridge Tract.

A certain tract or parcel of land lying and being in Land Lots 70, 71, 82 and 83 in the 1st District and 3rd Section of Whitfield County, Georgia, and being designated TRACT 1 and TRACT 2 on plat of survey entitled "Survey for Civil War Preservation Trust" of record in Plat Book E, Page 769, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, dated June 11, 2016, prepared and certified by Craig Marvin Cook, Georgia Registered Land Surveyor No. 2691, said plat being incorporated herein by reference for a full and complete description of said property.

Tract 1 is shown on said plat to measure 300.53 acres and Tract 2 is shown to measure 0.58 acres.

ATTACHMENT 2

NOTE TO CLERK: PLEASE CROSS-REFERENCE THIS DEED RESTRICTION WITH THAT CERTAIN WARRANTY DEED RECORDED IN DEED BOOK 0423, PAGES 60-62 WHITFIELD COUNTY, GEORGIA LAND RECORDS.

STATE OF Georgia
COUNTY OF Whitfield

DEED RESTRICTION

Civil War Preservation Trust, a Virginia non-profit corporation, (the "Trust"), hereby places and records this Deed Restriction.

The Trust is the owner of certain real property located in Whitfield County, Georgia, and further described on Exhibit A attached hereto and made a part hereof (the "Protected Property"), and it does hereby record the following Deed Restriction on the Protected Property. The Georgia Department of Natural Resources ("DNR") is the grant recipient under that certain Grant Agreement identified as the United States National Park Services Battlefield Acquisition Grant Agreement #P16AP00006 (the "NPS Grant") by and between DNR and the United States National Park Service ("NPS"). In connection with the NPS Grant, DNR and the Trust have entered into that certain Rocky Face Ridge Subgrant Agreement dated the 17 day of October, 2016 (the "Agreement"). In fulfillment of the terms and conditions of the Agreement, the Trust hereby submits the Protected Property to this Deed Restriction.

The overall purpose of this Deed Restriction is to permanently commit the Protected Property for the purpose set forth in the NPS Grant, which purposes are to conserve and manage

the Protected Property to protect, maintain and enhance, if appropriate, the historical resource values for which the Protected Property was acquired. Accordingly, the Protected Property shall be permanently protected, managed and maintained in accordance with the Subgrant Agreement and this Deed Restriction.

The Trust is acquiring the Property with the assistance from Federal Land and Water Conservation Act funds pursuant to the American Battlefield Protection Program Authorization of 2009, as amended (54 U.S.C. § 308103). The Property is hereby subject to the provisions of Section 6(f)(3) of the Land and Water Conservation Act and may never be converted to other than preservation uses without the written approval of the United States Secretary of the Interior, acting through the American Battlefield Protection Program ("ABPP"). In the event of a breach of the requirements of Section 6(f)(3) (an unauthorized conversion), the only remedy is immediate compliance with Section 6(f)(3). Grant funds cannot be repaid to the NPS to nullify the requirements of Section 6(f)(3).

The terms and conditions of the Subgrant Agreement, attached herewith as Exhibit B, and the terms and conditions of the NPS Grant, attached herewith as Exhibit C, shall be incorporated herein and made a part of this Deed Restriction. In support of said protection, the Subgrant Agreement and Notice of Deed Restriction shall cross-reference the deed to the Tract of the Protected Property in Deed Book 6423 page 60-62 in Whitfield County records.

DNR shall have enforcement rights to the extent set forth in the Subgrant Agreement and this Deed Restriction. This Deed Restriction may be amended only with the prior consent and approval of DNR and the Trust.

Therefore, for and in consideration of the above premises, the Tract does hereby record this Deed Restriction on the Protected Property:

EXECUTED by Civil War Trust, a Virginia non-profit corporation.

CIVIL WAR TRUST

By: _____

Name: _____

Title: _____

Date: _____

Attest:

Name: _____

Title: _____

Date: _____

Signed, sealed, and delivered in
the presence of:

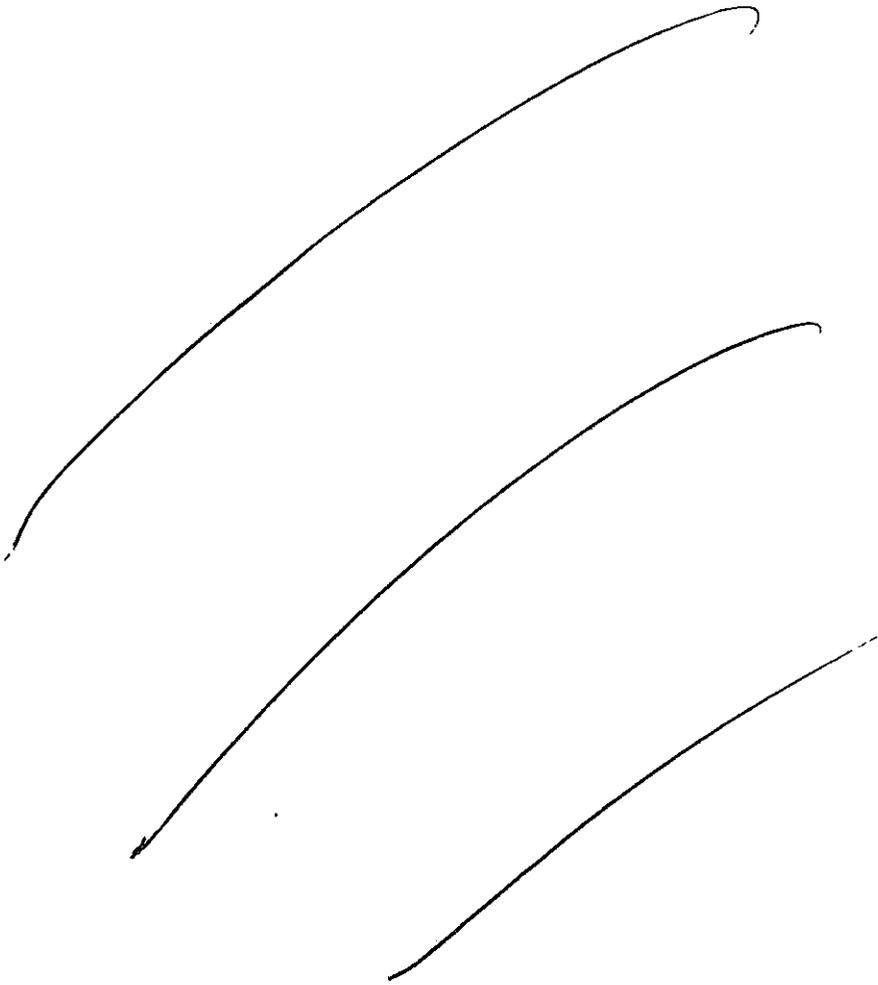
Unofficial Witness

Notary Public

My Commission Expires:

EXHIBIT A TO DEED RESTRICTION CREATED PURSUANT TO O.C.G.A. § 44-10-1
et seq.

Property Description



ATTACHMENT 1

Legal description of the Rocky Face Ridge Tract.

A certain tract or parcel of land lying and being in Land Lots 70, 71, 82 and 83 in the 1st District and 3rd Section of Whitfield County, Georgia, and being designated TRACT 1 and TRACT 2 on plat of survey entitled "Survey for Civil War Preservation Trust" of record in Plat Book E, Page 769, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, dated June 11, 2016, prepared and certified by Craig Marvin Cook, Georgia Registered Land Surveyor No. 2691, said plat being incorporated herein by reference for a full and complete description of said property.

Tract 1 is shown on said plat to measure 300.53 acres and Tract 2 is shown to measure 0.58 acres.

EXHIBIT C TO DEED RESTRICTION CREATED PURSUANT TO O.C.G.A. § 44-10-1

et se.

NPS Grant #P16AP00006

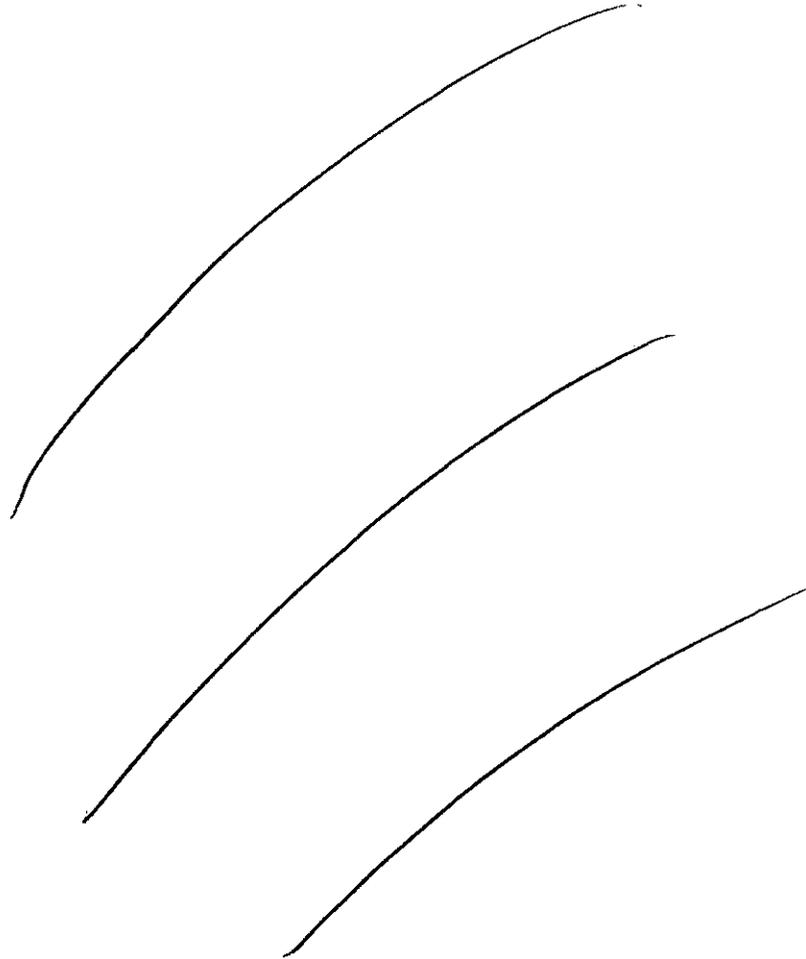
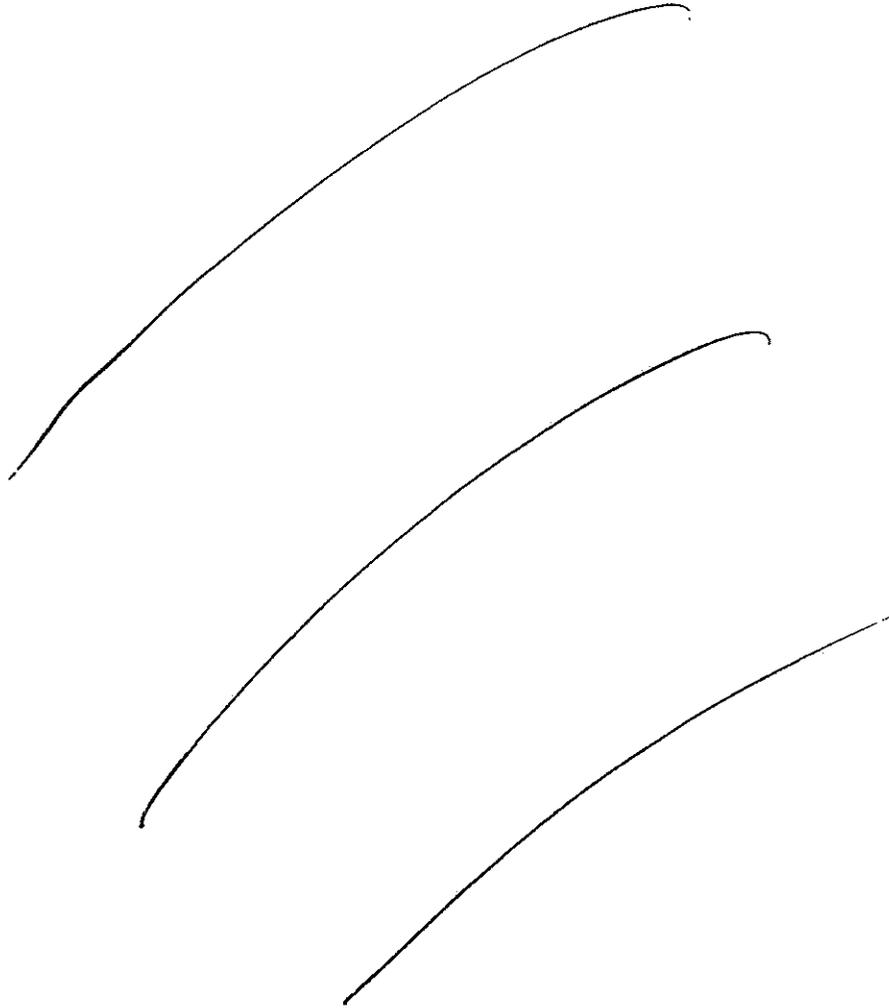


EXHIBIT C TO DEED RESTRICTION CREATED PURSUANT TO O.C.G.A. § 44-10-1

et se.

NPS Grant #P16AP00006





United States Department of the Interior

NATIONAL PARK SERVICE
1849 C Street, N.W.
Washington, D.C. 20240

Grant Agreement No. P16AP00006
Battlefield Acquisition Grant – Rocky Face Ridge, GA
CFDA: 15.928

Upon signature of both parties below, the National Park Service (NPS) will have obligated with this Grant Agreement monies appropriated from the Land and Water Conservation Fund for the acquisition of Civil War Battlefield land in the amount of \$703,060 by Public Law 113-235, making Department of the Interior appropriations for Fiscal Year 2015. The term of this grant agreement is:

Beginning Date: November 15, 2015

Ending Date: October 31, 2016

In accepting this grant, evidenced by signature below, the Georgia Department of Natural Resources agrees to comply with Department of the Interior regulations and requirements governing Federal grants stipulated in Office of Management and Budget (OMB)'s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - 2 CFR, Part 200. These requirements are hereby incorporated by reference into this grant agreement. In accordance with 18 U.S.C. 1913, none of these funds may be used for lobbying purposes as defined in the special conditions contained on the following pages. These special conditions are also hereby incorporated into this grant award. The terms and conditions of this grant award shall be extended to subrecipients and subcontractors.

In witness thereof, the parties have executed this grant agreement as of the date entered below:

**GEORGIA DEPARTMENT OF
NATURAL RESOURCES**

NATIONAL PARK SERVICE





Authorized Representative

Chief, American Battlefield Protection Program

11/24/15
Date signed

1/20/16
Date signed

Attachments:

- Budget Changes/Special Grant Conditions
- Interim Progress Report form for use later in the grant
- Final Progress Report format for use later in the grant
- SF 425 Federal Financial Report form for use later in the grant

Grant Agreement (Page 2 of 7)

APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
P16AP00006	November 15, 2015	October 31, 2016

NPS enters into this Agreement pursuant to 54 U.S.C. §308103 Battlefield Land Acquisition Grants. The terms of the grant award include the following special conditions necessary to obtain the objectives of the grant, facilitate administration of the grant, and to protect the interests of the Federal Government. Grantee noncompliance with these terms and conditions and the requirements of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Part 200) will cause disallowance of costs incurred under the grant. In addition to other lawful remedies, in the event of noncompliance with any grant conditions, the grant may be suspended, terminated or annulled pursuant to 2 CFR 200.338.

The grantee shall not assign or otherwise transfer final responsibility for this Grant Agreement, the grant, or the project to any third party. The execution of subcontracts shall not alter or modify the obligations of the grantee. However, the grantee may subcontract for performance of project-related work summarized in this Grant Agreement. The grantee must administer this grant award free from conflict of interest, bribery, "kickbacks," cost-plus-a-percentage-of-costs contracts, and other procurement practices prohibited by 43 CFR 12.76.

Special Condition #1, Limitations on Grant Expenditures. The term of availability of these grant funds is from November 15, 2015, through October 31, 2016. All costs incurred must be billed to NPS by January 31, 2017. Expenses charged to this grant may not be incurred prior to the beginning date specified above, or subsequent to the grant end date specified above (unless the Grant Agreement's end date is formally extended in writing by NPS). Such expenditures may not exceed the maximum limits shown on this grant award, or amendments subsequently approved in writing by NPS. The grantee assumes fiscal liability, without recourse to NPS, for commitments that exceed the funds provided in the Grant Agreement.

Special Condition #2, Preagreement Costs. Preagreement costs consist of grant-related costs incurred prior to the start date of this grant agreement. In accordance with 2CFR 200.458, preagreement costs beginning December 1, 2014, incurred for the acquisition of the Grant Trust Tract at Rocky Face Ridge Battlefield, are hereby approved. Documentation of these preaward costs must be retained for review by the grantee's financial audit.

Special Condition #3, Allowable Costs: All costs charged to the grant must be directly related to and necessary for the achievement of the approved objectives and budget of this grant, as specified in Grant Condition #15, below, unless an amendment is approved in writing by NPS. Expenses charged must be incurred only for eligible costs in accordance with 2 CFR, Part 200, Subpart E; and supported by approved contracts, purchase orders, requisitions, bills, or other evidence of liability consistent with generally established purchasing procedures and generally accepted accounting principles.

Special Condition #4, Non-Federal Matching Share: At least \$703,060 in eligible non-Federal matching contributions that are allowable and properly documented in accordance with 2 CFR 200.306 must be used during the grant period to share the costs for this grant. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the de-obligation of remaining unexpended funds.

Special Condition #5, Fundraising Costs: In accordance with 2 CFR 200.442, costs of fundraising are not eligible costs chargeable to the grant for reimbursement or as eligible non-Federal matching share contributions.

Special Condition #6, Lobbying Prohibitions. 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 - No part of the money appropriated by any enactment of

Grant Agreement (Page 3 of 7)

APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
P16AP00006	November 15, 2015	October 31, 2016

Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

Special Condition #7, Performance Reports:**A. Interim Progress Report:**

The grantee agrees to maintain close liaison with the NPS throughout the grant period. NPS reserves the right to request meetings, upon reasonable notice, with grantee project staff at intervals during the course of project work. The grantee agrees to promptly notify the NPS should any of the following conditions become known to it:

- a) Problems, delays, or adverse conditions that will materially affect the ability of the grantee (or its subcontractors, if any) to attain project objectives, prevent the project from meeting planned timetables, or preclude the completion of approved work;
- b) The need for adjustment (revision) to the project budget; and
- c) The lack of non-Federal matching share to meet the amount required by this Grant Agreement

An acceptable Interim Progress Report and SF 425 Federal Financial Report covering performance on this grant must be submitted by the grantee no later than May 15, 2016 unless the acquisition has been completed beforehand. Failure to submit an acceptable report by that date may result in suspension of funds or other administrative action.

B. Final Progress Report:

An acceptable Final Progress Report must be submitted within 90 days after the end date of the grant, in this case by January 31, 2017. Failure to submit an acceptable progress report by the date specified, and in the format prescribed by NPS, may result in suspension of funds or other action.

Special Condition #8, Prior Approval Requirements: The grantee may not, without written approval by the NPS grant awarding official (that official whose signature/title appears on the grant award document, or his designee), make changes in the approved scope of work or budget that would substantively alter the approved scope of work. The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
P16AP00006	November 15, 2015	October 31, 2016

Special Condition #9, Debarment and Suspension: In accordance with Executive Order 12549 "Debarment and Suspension" the grantee and its subgrantees must not make any award or permit any award (by subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

Special Condition #10, Financial Audit: Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F. Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>. Submission of the Form SF-SAC and the Single Audit Reporting package for Fiscal period ending on or after January 1, 2008, must be submitted by the grantee to the National Park Service, Historic Preservation Grants Division, 1201 I Street, NW, Washington, DC 20005; and to the Federal Audit Clearinghouse, via the Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/fac/collect/ddeindex.html>. The online submission must be entered within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever is earlier. Also, a reasonable proportion of the costs of an acceptable audit performed may be charged to this grant. Failure to comply with this Special Condition may result in withholding of payments or other sanctions as appropriate.

Special Condition #11, Retention and Access Requirements for Records: All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance 2 CFR Part 200.333- 200.337.

Special Condition #12, Publicity and Press Releases: Press releases about this project must acknowledge the grant assistance provided by NPS and copies of the press releases must be provided to NPS. The grantee must transmit notice of any public ceremonies planned to publicize the project or its results in a timely enough manner so that NPS, Department of the Interior, Congressional or other Federal officials can attend if desired.

Special Condition #13, Publications: The grantee must include acknowledgment of NPS grant support and a nondiscrimination statement in all publications and videos assisted with grant monies and/or concerning NPS grant-supported activities. At least two copies of each publication and video concerning NPS grant-assisted activities, or published with NPS grant assistance, must be furnished to the NPS within 30 calendar days of publication. All publications, including video and audio tapes, must contain the following disclaimer and acknowledgement of NPS support: "This material is based upon work assisted by a grant from the Department of the Interior, National Park Service. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior." All consultants hired by the grantee must be informed of this requirement. The National Park Service shall have a royalty-free right to republish any published material generated by this grant.

APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
P16AP00006	November 15, 2015	October 31, 2016

Special Condition #14, Method of Payment: Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system. All payments are made through electronic funds transfer to the bank account identified in the Treasury's ASAP system by the grant recipient. ASAP is available online at www.asap.gov. Additional supporting documentation and prior NPS approval of payments may be required.

Special Condition #15, Approved Budget and Scope of Work: The approved Summary of Objectives and Results to be performed with this grant award is as follows:

Acquisition of +/- 308.46 acres (Grant Trust Tract) of the Rocky Face Ridge Battlefield.
Funds may be subgranted.

The approved Work/Cost Budget is summarized as follows:

Land Acquisition – Federal Share	\$703,060
<hr/>	
TOTAL PROJECT COST (including non-Federal matching share)	\$1,406,120

Special Condition # 16, Project Sign: The grantee shall place a sign readable from each public right-of-way at the grant-assisted property. The sign must briefly identify the historical significance of the property and that it is being preserved with the help of a Federal grant from the Land and Water Conservation Fund, administered by the National Park Service. The sign must be erected within 60 calendar days of the acceptance of the contract of sale by the seller, and remain in place for at least 24 months. A photograph of the sign must be included with the Final Report submitted to NPS (see Grant Condition #7). The cost of fabricating and erecting this sign is an eligible cost for this grant.

Special Condition # 17, Public Access: The fundamental purpose of the Land and Water Conservation Fund is to assist in the acquisition and/or development of public outdoor recreation areas. Accordingly, grantees must provide for the appropriate public access to and enjoyment of any lands or interests in lands acquired with assistance from this program, subject to necessary and reasonable measures on the part of the grantee to protect the historic features of the battlefield from damage or loss.

Special Condition # 18, Real Property Appraisal Requirements: Prior to the expenditure of grant funds for the purchase of real property, an acceptable appraisal prepared no more than 90 days prior to the signing of the contract to purchase the property must be obtained. A professional appraiser licensed and certified in accordance with Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), as amended, in the State where the appraised property is located, must perform the appraisal. A copy of the appraisal must be submitted to the NPS. The subgrantee is responsible for obtaining the appraisal and for submitting that appraisal to a reviewer at the state level for review. Appraisal preparation, documentation and reporting must be made in conformance with the standards and practices of the 2000 edition of the *Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)* and the *Uniform Standards of Professional Appraisal Practices (USPAP)* published by the Appraisal Foundation. (Note: The "before and after" method of appraisal, as described in the UASFLA, is mandatory.) The UASFLA can be obtained from the Department of Justice website at www.justice.gov/enrd/land-ack. The cost of the appraisal and appraisal review are allowable costs for this grant.

APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
P16AP00006	November 15, 2015	October 31, 2016

Special Condition # 19, Prohibition against Conversion: The purpose of this grant is to acquire and preserve, for future generations, the historical sites and hallowed ground of America's battlefields. Accordingly, what is commonly known as "Section 6(f)" of the Land and Water Conservation Act (54 U.S.C. 200305(f)(3)) requires that the land acquired with this grant shall not be converted to other uses without the express written consent of the Secretary of the Interior, but must be preserved in perpetuity. These provisions shall be included in any conveyance documents of land or interests in lands acquired under this grant. The grantee agrees that a permanent record shall be kept in the relevant public property records and be available for public inspection to the effect that this property was acquired with Federal assistance, and that it shall not be converted to other than preservation uses without the written approval of the Secretary of the Interior, acting through the American Battlefield Protection Program. The grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the grantee of this agreement shall be the specific performance of this agreement, and that the amount of the grant cannot be repaid to negate the requirements of this agreement.

Special Condition # 20, Preservation Easement: In order to provide permanent protection of the historical values inherent in the battlefield lands acquired with the assistance of this grant, the grantee or sub-grantee, whichever is purchaser of the lands, must execute a perpetual easement on the acquired lands. The terms and conditions of that easement are subject to the approval of the National Park Service. The easement must be sufficient to prevent the development of the acquired lands for any purpose other than preservation and interpretation of the historic battlefield and/or accommodation of the visiting public through appropriate visitor center facilities. The easement must also govern the setting and design of any structures, roadways, parking areas, or other facilities that may be necessary for these permitted purposes. The grantee shall convey the easement to the State Historic Preservation Officer, or to another agency approved by the National Park Service and the State Historic Preservation Officer. A copy of the easement must be recorded with the property deed among the public property records of the jurisdiction in which the battlefield is located. In cases where a State government agency will acquire and manage the property, the State must enter into a letter of agreement with the NPS, stating the State will preserve and maintain the property and its historic features for future generations. This letter will be recorded with the deed for the property and will run with the land in perpetuity.

Special Condition # 21, Required Project Documentation For Funding: Prior to the expenditure of any funds from this grant to acquire real property, and at least 60 calendar days prior to the proposed closing date of any property purchase, the grantee must submit the following documentation to the NPS American Battlefield Protection Program:

- (a) a final budget with applicable itemized costs (such as appraisal costs, land survey costs, and closing costs) for the total amount of the grant award (Federal plus the required nonfederal share);
- (b) a statement identifying the source(s) of nonfederal matching share to be contributed and its current availability;
- (c) an appraisal of the property to be purchased and a copy of the appraisal review approving the appraisal of the easement to be purchased (the appraisal and appraisal review must comply with the requirements stipulated in Grant Condition #18 above);
- (d) a legal boundary description of the property with associated GPS boundary coordinates;
- (e) a draft copy of the preservation easement that incorporates the provisions required by the NPS. The draft must be submitted for NPS review (any revisions subsequently transmitted by NPS to the grantee must be incorporated into the easement prior to the purchase of the easement and prior to recording of the deed);
- (f) a copy of the contract to purchase the property;
- (g) a copy of the title insurance policy;

Grant Agreement (Page 7 of 7)

APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
P16AP00006	November 15, 2015	October 31, 2016

(h) two photographs of the property. Photos may be black and white 35mm printed on archival photo paper or digital as .jpeg or .tiff.

Special Condition #22, Section 106 Compliance: As per the Programmatic Agreement executed by the National Park Service, Advisory Council for Historic Preservation, and the National Conference of State Historic Preservation Officers, with the Civil War Trust as a Concurring Signatory, on May 14, 2015, the land purchase may occur and funds may be released as per the Special Conditions noted above; however, the grantee or sub-grantee, whichever is purchaser of the lands, and their agents must not proceed with any activity that would have the potential to affect any resources that are listed in or may be eligible for listing in the National Register of Historic Places (NRHP) until the requirements of the Programmatic Agreement, Section 106 and its implementing regulations, 36 CFR Part 800, are fully satisfied. For the purposes of NPS compliance with Section 106 under the Programmatic Agreement, these resources include all sites, structures, and buildings on the property that have not been previously evaluated for NRHP eligibility. These activities include any action that would involve alteration or demolition of any extant buildings on the property. Archeological investigations may also be required to ensure that no historic or pre-historic archeological resources are present on the property, as the proposed ground-disturbance activities required for the proposed battlefield restoration would adversely affect any archeological resources. Close out of the grant, as per Special Condition #23 below, cannot happen until Section 106 Review is completed per the Programmatic Agreement.

Special Condition #23, Required Project Documentation for Closeout: Prior to the closing out of this grant, and within 90 days from the grant's end date, the grantee or subgrantee must submit the following documentation to the NPS American Battlefield Protection Program:

- (a) a copy of the final recorded deed with 6(f) language;
- (b) a copy of the final recorded easement (See Special Condition #20);
- (c) a statement of public access (See Special Condition #17);
- (d) a Final Progress Report, including a photo of the project sign and an SF425 Federal Financial Report (See Special Condition #7 and #16); and
- (e) if applicable, a copy of the Form SF-SAC and the Single Audit Reporting package must be sent to NPS within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever is earlier (See Special Condition #10).

any att

3

15-20274
File: First Title
2622 Broad Street
Chattanooga, TN 37408

Deed Doc EASE
Recorded 11/09/2016 09:29AM

MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga
Bk 06425 Pg 0216-0237

doc# 9634

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is made this 4th day of October, 2016 by the CIVIL WAR PRESERVATION TRUST, a Virginia non-stock corporation ("Grantor"), in favor of Georgia Piedmont Land Trust, Inc., a Georgia non-profit corporation, having an address at 3280 Westbrook Road, Suwanee, Georgia 30024 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Whitfield County, Georgia, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Property possesses significant aesthetic, natural, scenic, wildlife, watershed, forest, scientific, environmental, open space, archeological and historic features and conservation values, collectively, "Conservation Values" of great importance to Grantor, the people of Whitfield County and the people of the State of Georgia; and

WHEREAS, in particular, the Property is located east of U.S. Interstate 75, also known as Larry McDonald Memorial Highway, just north of Rocky Face Ridge exit, in Whitfield County, in the northwest corner of Georgia, the site of part of both the First Battle of Dalton which occurred on February 22-27, 1864 and the Battle of Rocky Face Ridge, which occurred on May 13-15, 1864, and includes approximately 300 yards of continuous infantry trenches, and scattered smaller trenches up the Rocky Face Ridge mountain slope, and a four gun artillery emplacement; and

WHEREAS, Grantee is a publicly supported, tax-exempt nonprofit organization and a qualified organization under Sections 501(c)(3) and 170(h), respectively, of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Internal Revenue Code"), whose primary purpose is the preservation and protection of land in its natural, forested, and/or open space condition; and Grantee adopted the Land Trust Alliance's "Statement of Land Trust Standards and Practices" on July 18th 2005, and re-adopted February 20, 2014, as guidelines for the Grantee's operations and committed to making continual progress toward implementation of those standards and practices; and

WHEREAS, In the days leading up to the First Battle of Dalton, Lt. General Ulysses Grant ordered Major General George Thomas, in command of the Army of the Cumberland at Chattanooga, to advance on Dalton. After a series of delays, Thomas departed Chattanooga on February 22. When the Confederates under the command of General Joseph E. Johnston became aware of the Army of the Cumberland's movement, troops in route to Mississippi were ordered to turn around and return to Georgia, but only a portion of them had returned by February 24th, the first day of fighting. On the 24th, columns from the Union Fourth Army Corps advanced on Tunnel Hill, west of Rocky Face Ridge, while the elements of the Union Fourteenth Army Corps advanced east of Rocky Face Ridge into Crow Valley. The Fourteenth Corps first encountered only cavalry as they advanced south through Crow Valley. But, as they neared the railroad that

passes through Buzzard's Roost Gap at the south end of Rocky Face, they were repulsed by a strong infantry force, and returned to the north end of Rocky Face Ridge to camp for the night. On the 25th, two divisions of the Fourteenth Corps advanced south into Crow Valley, with John B. Turchin's brigade moving along the eastern base of Rocky Face Ridge. Johnston ordered Stevenson's division and Clayton's brigade of Stewart's division north to meet the attack. Turchin's brigade encountered Clayton's brigade, which extended up the side of the ridge, and the left portion of Stevenson's entrenched line, supported by artillery, on the Property. Turchin's brigade, after a fierce fought battle, was forced to retreat; and—

WHEREAS, the significance of the Battle of Dalton I has been recognized by the United States Civil War Sites Advisory Commission (the "CWSAC") which has given it a Priority II.3 Class C Rating in the CWSAC Report on the Nation's Civil War Battlefields; and

WHEREAS, During the Battle of Rocky Face Ridge, the Confederate defense line was located east to west across the north end of the Property, as well as towards the top of Rocky Face Ridge. Confederate General Carter Stevenson's line was engaged on May 8th, but the heaviest fighting on the Property took place on May 9th, between the left of Stevenson's division line and Harker's and Wagner's brigades of Newton's division of the Howard's Fourth Corps. Several of Stevenson's brigades were shifted from the valley to the left to aid in the attacks that were all repulsed. A continuous entrenchment of over 2000 feet, and a pristine artillery emplacement remain on the north end of the Property, as well as a damaged artillery emplacement. The Union artillery was also deployed on the Property.

WHEREAS, the significance of the Battle of Rocky Face Ridge has been recognized by the United States Civil War Sites Advisory Commission (the "CWSAC") which has given it a Priority II.3 Class C Rating in the CWSAC Report on the Nation's Civil War Battlefields; and

WHEREAS, the Property includes, along its western boundary, Rocky Face Ridge, a classic example of the geology and vegetation of the Ridge and Valley ecoregion of Georgia, resulting from deposits of the Silurian Period (416-440 million years ago) that became sandstone, shale and siltstone; with subsequent continental collision and drift creating the faults and folds that are now the Ridge and Valley Ecoregion. A mixed hardwood-pine forest covers much of the slopes of the Ridge. Two small streams, one perennial, the other intermittent, arise on the flanks of the Ridge and flow easterly toward a small pond near the eastern boundary; two springs occur in the flatter pasture land in the eastern portion of the land; and

WHEREAS, in particular, the Property contains these amenities which contribute to its Conservation Values: (i) the eastern flank of Rocky Face Ridge, including forest, providing wildlife habitat; (ii) two small streams and two springs, providing for water quality protection; (iii) significant open space for the scenic enjoyment of the general public, including, without limitation, being visible from Crow Valley Road and Poplar Springs Road, and its preservation will yield a significant public benefit in accordance with 26 CFR 1.170-A-14(d)(4) by providing scenic enjoyment of an iconic site of historical and cultural significance relating to the February 25, 1864 skirmish between Confederate and Union forces, including a trench called a "curtain line" extending on to the property and including a gun emplacement, of the Battle of Dalton I the Civil War and the heritage of the State of Georgia; and (iv) an historically important battlefield

landscape, including without limitation, the site of troop movements by Union and Confederate troops; and

WHEREAS, the specific Conservation Values of the Property are consistent with the policies of the State of Georgia which encourages protection of natural and cultural resources through a variety of policies including the State Comprehensive Outdoor Recreation Plan (SCORP); the State Wildlife Action Plan, also called Comprehensive Wildlife Conservation Strategy for Georgia (GCWCS); and efforts of the Georgia Historic Preservation Division, its State Historic Preservation Office ("SHPO"); and

WHEREAS, these Conservation Values are further documented in an inventory of relevant features of the Property, dated August 2016, on file at the offices of Grantee and incorporated herein by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by permitting only those land uses on the Property that do not significantly impair or interfere with them; and

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

WHEREAS, the Grantor and Grantee acknowledge that the Property is currently improved with one (1) single family dwelling circa 1934 with approximately 850 square feet and gravel driveway, one (1) single family dwelling circa 1985 with approximately 4,164 square feet and concrete driveway, one (1) metal shed circa 2010, one (1) three car garage circa 1982 with approximately 800 square feet and concrete driveway, one (1) barn circa 1950's, one (1) chicken coop circa 1950's, one (1) small wood frame shed circa unknown; and two (2) small spring houses circa unknown; and

WHEREAS, the National Park Service's American Battlefield Protection Program ("ABPP"), under the authority of 54 U.S.C. § 308103, the Battlefield Acquisition Grant Program (Pub. L. 113-287, §3, Dec. 19, 2014, 128 Stat. 3234 ; Pub. L. 113-76, div. G, title IV, §429, Jan. 17, 2014, 128 Stat. 345 ; Pub. L. 113-235, div. F, title IV, §421, Dec. 16, 2014, 128 Stat. 2449 ; Pub. L. 113-291, div. B, title XXX, §3050, Dec. 19, 2014, 128 Stat. 3799), awarded a grant from the Land and Water Conservation Fund to the Georgia Department of Natural Resources, which subsequently sub-granted to the Grantor to facilitate the acquisition of the Property by the Grantor, and as such, is subject to what is commonly known as Section 6(f)(3) of the Land and Water Conservation Fund Act (54 U.S.C. § 200308), and

WHEREAS, in accordance with 54 U.S.C. § 308103, the Battlefield Acquisition Grant Program (Pub. L. 113-287, §3, Dec. 19, 2014, 128 Stat. 3234 ; Pub. L. 113-76, div. G, title IV, §429, Jan. 17, 2014, 128 Stat. 345 ; Pub. L. 113-235, div. F, title IV, §421, Dec. 16, 2014, 128 Stat. 2449 ; Pub. L. 113-291, div. B, title XXX, §3050, Dec. 19, 2014, 128 Stat. 3799), and with

Section 6(f)(3) of the Land and Water Conservation Fund Act, lands and interests in land acquired with Land and Water Conservation Fund assistance can be converted to a use other than preservation/conservation only upon the written permission of the Secretary of the Interior, acting through the ABPP, and only upon the substitution of other land of equal market value and usefulness for conservation/preservation purposes to be perpetually protected for conservation purposes (provided, however, it is acknowledged and agreed by the parties hereto that since the interest in the land being acquired by virtue of the conveyance under the Easement is a non-possessory, conservation easement, which, by its terms, provides for the preservation of the Property in perpetuity, the conversion of the Property to other uses would be expressly prohibited, except as provided herein;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the law of the State of Georgia and in particular, the Georgia Uniform Conservation Easement Act, O.C.G.A. § 44-10-1 et seq., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose.

The general purpose of this Easement is to preserve and protect in perpetuity the Conservation Values of the Property and to provide for the following (the foregoing and each of the following shall be, collectively, referred to as the "**Purpose**");

- A. Assure the Property will be retained forever predominantly in its natural, open space and scenic, condition;
- B. Prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property;
- C. Maintain and preserve the Property's water quality and riparian areas;
- D. Protect the open space, and scenic values of the Property; and
- E. Protect the cultural sites and historical and archeological resources of the Property, particularly with regard to its significance as an American Civil War battlefield site.

Grantor intends that this Easement will confine the use of the Property to such activities as are not inconsistent with the Purpose of this Easement.

2. Rights of Grantee.

To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- A. To preserve and protect the Conservation Values of the Property;
- B. To enter upon the Property at reasonable times, at least once per year, in order to

monitor compliance with and otherwise enforce the terms of this Easement in accordance with Section 6; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

- C. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 6.

3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited.

- A. Subdivision of the Property.
- B. Motorized vehicle use. Motorized vehicle activities are prohibited, except (i) emergency and maintenance vehicles may require access on existing roads and paths to be agreed upon by Grantor and Grantee, and (ii) as permitted by Grantee in writing.
- C. Paint ball and similar gun-themed activities are prohibited. (The foregoing shall not prohibit historically accurate Civil War living history activities, which shall be approved in writing by Grantee and the State Historic Preservation Office ("SHPO"). Any Civil War living history activities shall avoid archeological sensitive areas and not create any ground disturbance).
- D. Industrial, Commercial, Institutional and Residential Uses. It is the intent of the parties hereto that the Property shall be used as a historical, recreational, educational and open space resource for the benefit of the public. Industrial, commercial, institutional and residential activities other than the following are prohibited: (i) activities that foster the preservation and interpretation of the historic resources; and (ii) activities related to the preservation, maintenance, exhibition and interpretation of the Property as a natural and historical resource. No right of access or ingress across or upon the Property may be allowed or granted if the right of access and ingress is used in conjunction with residential, commercial or industrial activity, except as otherwise permitted in this Easement. Notwithstanding anything to the contrary contained herein, Grantor may use existing roads on the Property and additional roads constructed on the Property in accordance with the provisions of this Easement.
- E. Structures. Except as permitted under Reserved Rights, there shall be no construction or placing of temporary or permanent buildings, mobile homes, advertising signs, billboards, or other advertising material on the Property, nor shall there be any construction or placing of radio, cell or other communication towers, docks, bridges, piers, or other structures, except as necessary in maintenance and replacement of existing structure(s) hereafter placed on the Property in compliance with this Easement; nor shall there be any construction of parking lots or placement

of public facilities on the Property, except as permitted under Reserved Rights and after review by Grantee and SHPO.

- F. Dumping. Disposal of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or other materials on the Property is prohibited.
- G. Mineral Use, Excavation, Dredging. There shall be no filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials; and no change in the topography of the land in any manner except incidental to the construction allowed herein.
- H. Agricultural and silvicultural use is prohibited, except as detailed in "Reserved Rights."
- I. Water Quality and Drainage Patterns. There shall be no pollution, alteration, depletion or extraction of surface water, natural water courses, subsurface water or any other water bodies. Notwithstanding the foregoing, there shall be no activities conducted on the Property or on adjacent property if owned by Grantor which would be detrimental to water purity or which would alter natural water levels, drainage, sedimentation and/or flow in or over the Property, or cause soil degradation or erosion. Disruption of natural drainage patterns and creation of artificial drainage patterns including but not limited to construction of check dams and other impoundments is prohibited.
- J. Non-Native, Invasive Plant Species. For the purposes of this Easement, "non-native invasive plant species" is defined as any species listed by the Georgia Exotic Pest Plant Council (the "Council") or a similar body, in the event the Council no longer exists. There shall be no intentional planting or introduction on the Property of any species listed by the Council or any other non-native species. Upon reasonable notice to the Grantor, Grantee shall have the right, but not the obligation, to remove non-native invasive vegetation from the Property.
- K. Archaeological survey or investigation may be undertaken on the Property only if a scope of work for such survey or investigation is reviewed and approved in writing in advance by Grantee and SHPO and only if said survey or investigation is performed in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* and under the supervision of a professionally qualified archaeologist meeting or exceeding the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation Professional Qualification Standards*.
 - i. Artifacts and objects of antiquity recovered from the Property shall remain in Grantor's possession. Grantor may choose to donate any or all artifacts and objects of antiquity to Grantee or to another educational or museum organization with the prior written approval of Grantee. All artifacts professionally excavated from archeological deposits, sites, or features on the Property shall be treated, curated, and preserved according to the National Park Service's Museum Handbook (Part I, Museum Collections) [<http://www.nps.gov/history/museum/publications/handbook.html>] and *Managing Archeological Collections: Technical Assistance*

[<http://www.nps.gov/archeology/collections/index.htm>] Grantor shall take all reasonable precautions to protect known archeological deposits, sites or features on the Property from looting, vandalism, erosion, mutilation, or destruction from any cause. Grantor shall notify Grantee as soon as practicable but within thirty (30) calendar days following discovery or knowledge of any looting, vandalism, erosion, mutilation, or destruction of known archeological deposits, sites, or features on the Property.

- ii. Upon the discovery of artifacts and/or human remains, any and all work or investigation(s) shall be terminated immediately. SHPO, ABPP, the Coushatta Tribe of Louisiana and the United Keetoowah Band of Cherokee Indians shall be notified within not more than forty-eight (48) hours before any further work or investigation. SHPO and ABPP shall provide guidance on avoiding, minimizing or mitigating any adverse effects in accordance with 36 C.F.R Section 800.13(b), before proceeding with any further work or investigation(s), in not more than ten (10) days after notification.
 - iii. No archeological activities of any kind, including but not limited to the use of non-invasive technologies, may take place on the Property without the written consent of Grantee and SHPO. Relic hunting of any kind on the Property is expressly prohibited.
- L. Any change, disturbance, alteration or impairment of the natural, scenic, historic, cultural and aesthetic features is prohibited.
- M. Access and uses other than those determined by Grantor and Grantee to be minimum impact and for purposes of education or recreation.

4. **Reserved Rights.** Grantor reserves to itself and to its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, and subject to the terms of paragraph 3, the following rights are expressly reserved:

- A. Driveway and Existing Roads. Grantor shall have the right to maintain the entry driveway and existing roads in the same condition as of the date of this Easement.
- B. Management and Maintenance. The Grantor shall have the right to maintain the Property to conserve its Conservation Values, including, without limitation, the aesthetic, natural, scenic, scientific, environmental, open space, and historic conservation values. Grantor shall have the right to take action to prevent or control erosion, or to protect public health and safety.
- C. Recreational Uses. Grantor shall have the right to use the Property for recreational purposes, including but not limited to hiking, picnicking, bird-watching, other low impact recreational activities, conducted in accordance with plans approved by Grantee and SHPO, and including non-motorized bicycle use limited to a trail system, in strict accordance with the provisions of Section 4E., below, provided that any such use is

not otherwise in violation of this Easement, consistent with the protection of the Conservation Values and that all recreational uses shall be conducted in accordance with all federal, state and local laws.

D. Agricultural, Silvicultural and Horticultural Uses. Grantor shall have the right to remove dead, fallen, diseased, or otherwise hazardous trees in existing timber stands on the Property, consistent with established forestry practices used in the State of Georgia and sound arboreal, horticultural, and/or agricultural practices, provided such activities shall be performed in a manner consistent with the Conservation Values and aesthetic, natural, scenic, scientific, environmental, open space and historic character of the Property, and further provided such activities shall not be conducted in connection with a commercial timber or silviculture operation (collectively, the "Forest Management Activities"). Any Forest Management Activities shall meet or exceed standards accepted as the then-current best management practices by the Georgia Forestry Commission and are further subject to any of the general covenants relating to such activities set forth elsewhere in this Easement. Grantor acknowledges and agrees that it is the intention of the parties hereto that the portions of the Property that are primarily wooded shall be maintained in such state, If significant portions of forested land on the Property require conversion to open field, such as in the event of a natural disaster, Grantor must receive written approval from Grantee and SHPO indicating that the proposed removal and disposal of timber will not harm or destroy the historic resources, nor any character-defining landscape features, nor any archeologically significant deposits, sites, or features within the area to be cleared, and such work shall be done so as to minimize any adverse impact to the other conservation values. Prior to clearing significant portions of the forested land on the Property, a pre-harvest plan must be approved by the Grantee and SHPO in writing.

E. Trails, Amenities for Historical and Environmental Interpretation of the Property. With the prior written consent of Grantee and SHPO as to the location, design and construction specifications (which consent shall not be unreasonably withheld, conditioned or delayed), Grantor shall have the right to: (i) construct and maintain interpretive walking trails and footpaths on the Property, together with accompanying signage and markers appropriate to the exhibition and historical and environmental interpretation of the Property as an American Civil War battle site and conservation property; and (ii) construct and maintain low impact amenities for the environmental interpretation of the Property. All interpretive trails and footpaths shall have the width of no more than six feet (6') and shall be pervious in nature, subject to any applicable requirements of the Americans with Disabilities Act or other local, state or federal laws and regulations. With the prior written consent of Grantee and SHPO as to the location and design specifications (which consent shall not be unreasonably withheld, conditioned or delayed), Grantor shall have the right to construct and maintain a system of paths for use by non-motorized bicycles (mountain bikes). The location of any bike paths shall avoid any earthworks or other identified archeological resources and shall be situated in a manner that shall enable protection of the Conservation Values. The bike paths shall be in designed in accordance with the standards and recommendations of "Trail Solutions: International Mountain Bicycling Association's Guide to Building Sweet Singletrack" and "Managing Mountain Biking: International Mountain Bicycling Association's Guide to Providing Great Riding, provided that such standards and recommendations are not otherwise in violation of this Easement and that all

recreational uses shall be conducted in accordance with all federal, state and local laws. All trails and amenities must be approved by Grantee and SHPO in writing.

F. Erosion. Grantor shall have the right to maintain and manage the Property in such manner as to prevent or repair erosion, with Grantee's prior written approval.

G. Benches. Grantor shall have the right to install a limited number of picnic tables with benches in an area approved in writing by Grantee and SHPO. Grantor also shall have the right to install a minimal number of benches or seats along the trails so hikers may rest, with the prior written approval of Grantee and SHPO.

H. Historical Features. Grantor shall have the right, to take necessary steps to restore and protect historical and archeological features located on the Property with Grantee and SHPO approval.

I. Invasive Species. Grantor shall have the right to remove any exotic invasive species according to standards established by the Georgia Exotic Pest Plant Council or similar entity, the Secretary of Interiors *Guidelines for the Treatment of Cultural Landscapes* and as approved by the Grantee and SHPO.

J. Advertising and Signage. Grantor and Grantee may place signs on the Property (i) designating the Property as land under the protection of Grantor and/or Grantee, with SHPO approval, and stating the name of the Grantor as Property owner; (ii) providing information necessary for the normal conduct of permitted business or activity on the Property; (iii) providing notice necessary for the protection of the Property and for giving directions to visitors; (iv) providing historical and/or environmental information to visitors to the Property; and (v) providing notice adequate to acknowledge that the Property was purchased from a grant from the Land and Water Conservation Fund, administered by the National Park Service, and with the assistance of the Georgia Department of Natural Resources. Other than directional and informational signs, individual signs shall not exceed nine (9) feet square. Grantor shall have the right to clear and maintain an area around the interpretive signage and markers, provided the cleared area around such signage or markers shall be no more than fifty square feet (50ft²) in size. All interpretive walking trails and footpaths on the Property, together with accompanying signage and markers shall be constructed and maintained in strict accordance with this provision.

K. Residential Uses. Grantor shall be permitted to use the Property for residential purposes, including occupation of the existing homes and use of the outbuildings for storage and complimentary residential uses, subject to this Easement. Grantor shall be permitted to remove existing homes and outbuildings, with prior written approval of a demolition management plan by Grantee and SHPO.

5. **Notice and Approval.**

A. **Notice of Intention to Undertake Certain Permitted Actions.** The purpose of requiring Grantor to notify Grantee and SHPO prior to undertaking certain permitted activities, as provided in paragraph 4, as applicable, is to afford Grantee and SHPO an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that

is not inconsistent with the purpose of this Easement. Whenever notice is required Grantor shall notify Grantee and SHPO in writing not less than forty-five (45) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee and SHPO to make an informed judgment as to its consistency with the purpose of this Easement.

B. Grantee's and SHPO's Approval. Where Grantee's and SHPO's approval is required, as set forth in paragraph 4, as applicable, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefor. Grantee's and SHPO's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

C. Arbitration. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to arbitration by request made in writing upon the other. Within thirty (30) days of the receipt of such a request, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator; provided, however, if either party fails to select an arbitrator, or if the two arbitrators selected by the parties fail to select the third arbitrator within fourteen (14) days after the appointment of the second arbitrator, then in each such instance a proper court, on petition of a party, shall appoint the second or third arbitrator or both, as the case may be, in accordance with the Georgia Arbitration Code, or any successor statute or rules then in effect. The matter shall be settled in accordance with the Georgia Arbitration Code then in effect, and a judgment on the arbitration award may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for all its costs and expenses related to such arbitration, including, without limitation, the fees and expenses of the arbitrator(s) and attorneys' fees, which shall be determined by the arbitrator(s) and any court of competent jurisdiction that may be called upon to enforce or review the award.

6. Grantee's Remedies.

A. Notice of Violation; Corrective Action. If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee and SHPO.

B. Injunctive Relief. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in

equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

- C. **Damages.** Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including, without limitation, damages for the loss of scenic or environmental values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.
- D. **Emergency Enforcement.** If Grantee or SHPO, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this section 6 without prior notice to Grantor or without waiting for the period provided for cure to expire.
- E. **Scope of Relief.** Grantee's rights under this section 6 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in paragraph 6.2, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- F. **Costs of Enforcement.** All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action all reasonable costs, as defined above, incurred by Grantee in defending such action shall be borne by Grantor.
- G. **Forbearance.** Forbearance by Grantee or SHPO to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee or SHPO of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's or SHPO's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
- H. **Waiver of Certain Defenses.** Grantor hereby waives any defense of laches, estoppel, or prescription.

- I. **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement. The parties hereby acknowledge that the Property is visible from Cow Valley Road and Poplar Springs Road, public right-of-ways, and that members of the general public may view the Property from said right-of-ways. At a minimum, Grantor may permit the Property to be accessible to the public for six (6) consecutive hours between sunrise and sunset for at least one (1) day per calendar year. This requirement may be fulfilled through a tour or similar event that is open to the general public.

8. **Conversion.** The parties hereto acknowledge and agree that since this Easement interest in Property being conveyed by Grantor to Grantee is a non-possessory interest, which, by its terms, provides for the preservation of the Property in perpetuity, the conversion of the Property to any other use not expressly permitted herein would be expressly prohibited, except (a) in accordance with the procedures referenced in Section G.1. of this Agreement, and (b) if approved by the Secretary of the Interior in writing, acting through the ABPP, in accordance with the requirements of Section 6(f)(3) of the Land and Water Conservation Act. In the event of a breach of Section 6(f)(3) of the Land and Water Conservation Fund Act, there shall be no remedy other than immediate compliance with Section 6(f)(3), nor may grant funds be repaid to nullify the conditions of Section 6(f)(3). In the event of clause (b) of the foregoing sentence, Grantee shall, in accordance with Section 6(f)(3) of the Land and Water Conservation Fund Act (54 U.S.C. §§ 200301-200310), propose such conversion in writing to the Secretary of the Interior, acting through the ABPP. Any such proposal shall also include the proposed mitigation for the conversion. The proposal shall also include a letter from the Grantee or SHPO setting out its opinion on the advisability of the proposed conversion and the adequacy of the proposed mitigation. The Secretary The Secretary, acting through the ABPP, shall approve such conversion only if s/he finds it to be in accord with 54 U.S.C. § 308103, the Battlefield Acquisition Grant Program (Pub. L. 113-287, §3, Dec. 19, 2014, 128 Stat. 3234 ; Pub. L. 113-76, div. G, title IV, §429, Jan. 17, 2014, 128 Stat. 345 ; Pub. L. 113-235, div. F, title IV, §421, Dec. 16, 2014, 128 Stat. 2449 ; Pub. L. 113-291, div. B, title XXX, §3050, Dec. 19, 2014, 128 Stat. 3799) and only upon such conditions as he or she deems necessary to assure the substitution of other appropriate properties of at least equal fair market value and of reasonably equivalent usefulness and location. Grant proceeds cannot be repaid to the ABPP to nullify the requirements of Section 6(f)(3). Nothing contained in this easement shall be interpreted to authorize or permit the violation of Section 6(f)(3) and the requirements of Section 6(f)(3) shall survive any private actions or governmental proceedings with respect to the Property or this Easement.

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

- A. **Costs, Legal Requirements, and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the

maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

- B. **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.
- C. **Representations and Warranties.** Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:
- i. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;
 - ii. There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;
 - iii. Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;
 - iv. There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and
 - v. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.
- D. **Remediation.** If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or

otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

E. . **Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee or SHPO to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") and the hazardous waste laws and regulations of the State of Georgia.

F. . **Hold Harmless.** Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and SHPO and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and the hazardous waste laws and regulations of the State of Georgia, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of paragraphs 8.1 through 8.5.

10. **Extinguishment and Condemnation.**

A. . **Extinguishment.** If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the

Easement, or proportionate part thereof, as determined in accordance with paragraph 10.B.

- B. **Valuation.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph 10.A, the parties stipulate to have a fair market value determined by multiplying (1) the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by (2) [x/y , which is] the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.
- C. **Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in paragraph 10.B.
- D. **Application of Proceeds.** Grantee shall use any proceeds received under the circumstances described in this section 10 in a manner consistent with its conservation purposes, which are exemplified by this grant.

11. **Amendment.**

If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that: (i) no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1954, as amended; (ii) no amendment to this Easement shall be made without the approval of SHPO or its successor agency; provided that SHPO shall have ninety (90) days to comment on any requested amendment. Should SHPO fail to comment on any such requested amendment within such ninety (90) day period, SHPO's approval to the amendment shall be deemed to have been given; and (iii) any amendment shall be consistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Whitfield County, Georgia.

Notwithstanding anything to the contrary contained herein, in the event of a proposed amendment or modification to this Easement which would change the use of the Property to a use other than those specified herein, the Grantee shall, in accordance with Section 6(f)(3), propose such

amendment or modification to the ABPP. Any such proposal shall also include the proposed mitigation for the amendment or modification to this Easement. The proposal shall also include a letter from the Grantee setting out its opinion on the advisability of the proposed amendment or modification and the adequacy of the proposed mitigation. The ABPP shall approve such amendment or modification only if he or she finds it to be in accord with (i) 54 U.S.C. § 308103, the Battlefield Acquisition Grant Program (Pub. L. 113-287, §3, Dec. 19, 2014, 128 Stat. 3234; Pub. L. 113-76, div. G, title IV, §429, Jan. 17, 2014, 128 Stat. 345; Pub. L. 113-235, div. F, title IV, §421, Dec. 16, 2014, 128 Stat. 2449; Pub. L. 113-291, div. B, title XXX, §3050, Dec. 19, 2014, 128 Stat. 3799; and (ii) only upon such conditions as he or she deems necessary to assure the substitution of other appropriate properties of at least equal fair market value and of reasonably equivalent usefulness and location.

12. Assignment.

This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under the Georgia Uniform Conservation Easement Act, O.C.G.A. § 44-10-1 *et seq.* (or any successor provision then applicable) or the laws of the United States, and may only be done with the written permission of the ABPP.

As a condition of such transfer, Grantee shall require that the conservation purpose that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least [twenty (20)] days prior to the date of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

13. Executory Limitation; Successor Trust.

If Grantee shall cease to exist or to be a qualified organization under Section 170(h) of the Internal Revenue Code of 1954, as amended, then Grantee's rights and obligations under this Easement shall become immediately vested in an organization similarly qualified or authorized to hold conservation easements as provided for pursuant to paragraph 11, or if it shall refuse such rights and obligations, then the rights and obligations under this Easement shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable law and with due regard to the requirements for an assignment pursuant to paragraph 12.

14. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divest itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee and SHPO of the transfer of any interest at least [twenty (20)] days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

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

To Grantor: Civil War Preservation Trust
1156 15th St, NW Ste 900
Washington, DC 20005

To Grantee: Georgia Piedmont Land Trust
3280 Westbrook Road
Suwanee, Georgia 30024

Attn: Carol Hassell, Executive Director

To ABPP: American Battlefield Protection Program
1201 Eye Street, NW (2287)
Washington, D.C. 20005

To SHPO: Jewett Center for Historic Preservation
2610 GA Hwy 155, SW
Stockbridge, Georgia 30281
Attn: Environmental Review

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

96. **Recordation.** Grantor shall record this instrument in timely fashion in the official records of Whitfield County, Georgia, and Grantee may re-record it at any time as may be required to preserve its rights in this Easement.

107. **General Provisions.**

- A. **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Georgia.
- B. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- C. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

- D. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 10.
- E. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- F. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor," "Grantee," "SHPO," and "ABPP," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its successors and assigns, the above named SHPO and its successors and assigns and the above-named Grantee and its successors and assigns and ABPP and its successors and assigns.
- G. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- H. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- I. **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

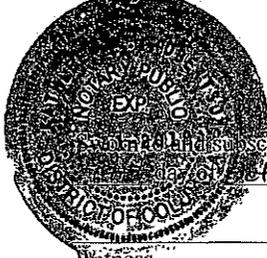
TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

Sworn to and subscribed before me this
4th day of October 2016.

[Signature]
Witness

Kathleen M Robertson
Notary Public



Sworn to and subscribed before me this
_____ day of _____ 2016.

Witness

Notary Public

Sworn to and subscribed before me this
_____ day of _____ 2016.

Witness

Notary Public

Grantor: _____

Civil War Preservation Trust

By: [Signature]
~~Dr. James Lighthizer~~
President

By: Steve Wyrngarden
Steve Wyrngarden
Chief Administrative Officer

Grantee: The Georgia Piedmont Land Trust, Inc.

By: _____
J. Dennis Billew Vice President

Grantee: The Georgia Piedmont Land Trust, Inc.

By: _____
Carol Hassell,
Executive Director

Sworn to and subscribed before me this
_____ day of _____ 2016.

Witness

Notary Public

Grantor: _____

Civil War Preservation Trust

By: _____

By: _____

Sworn to and subscribed before me this
4 day of October 2016.

Carol Hassell
Witness

[Signature]
Notary Public



Grantee: The Georgia Piedmont Land Trust, Inc.

By: [Signature]

Dennis Billew Vice President

Sworn to and subscribed before me this
4 day of October 2016.

Power & Hassell
Witness

[Signature]
Notary Public



Grantee: The Georgia Piedmont Land Trust, Inc.

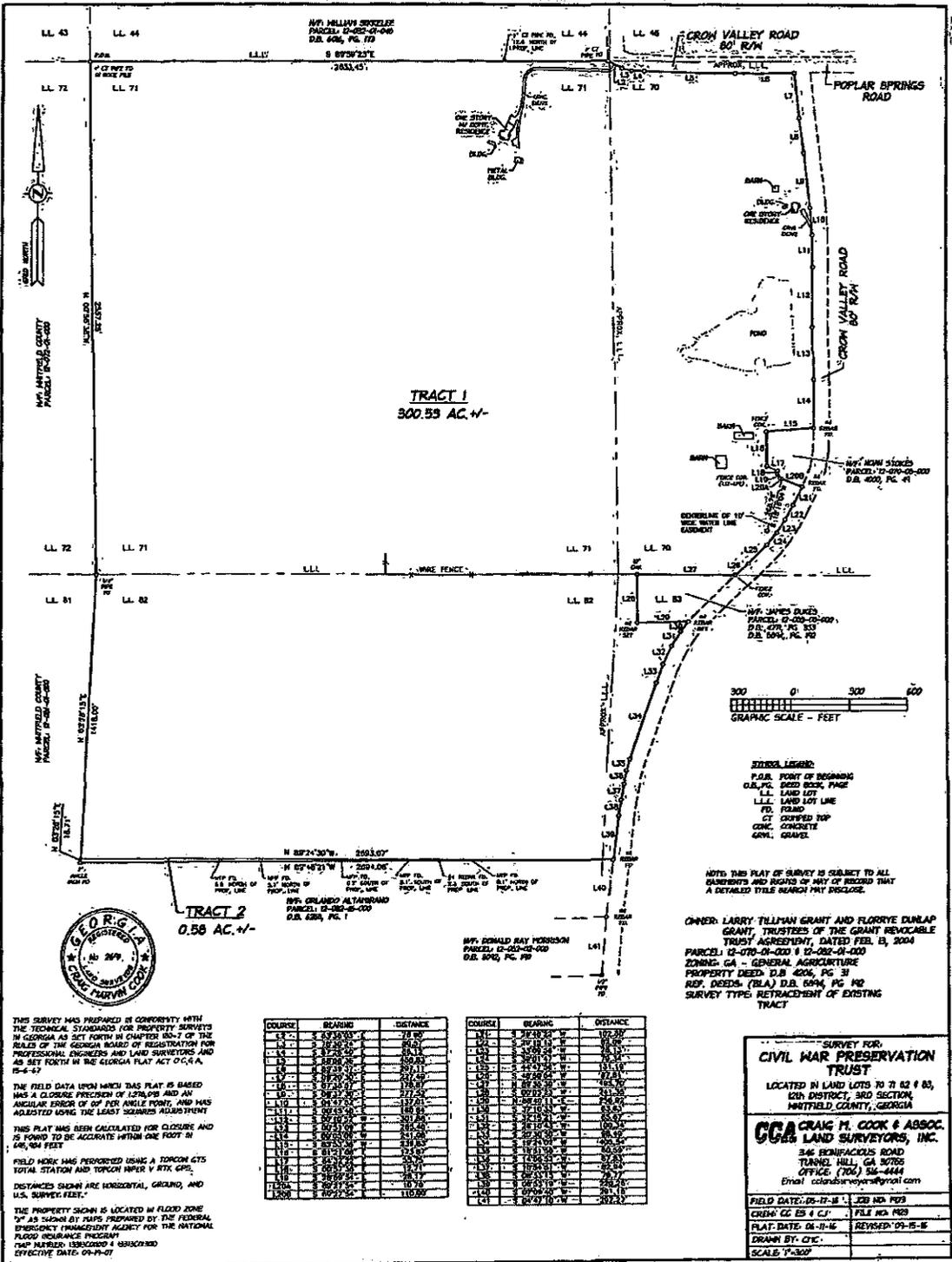
By: Carol Hassell

Carol Hassell,
Executive Director

EXHIBIT A**Property Description**

A certain tract or parcel of land lying and being in Land Lots 70, 71, 82 and 83 in the 12th District and 3rd Section of Whitfield County, Georgia, and being designated TRACT 1 on plat of survey entitled "Survey for Civil War Preservation Trust" of record in Plat Book E, Page 769, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, dated June 11, 2016, prepared and certified by Craig Marvin Cook, Georgia Registered Land Surveyor No. 2691, said plat being incorporated herein by reference for a full and complete description of said property.

Tract 1 is shown on said plat to measure 300.53 acres.



THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 50-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 50-6-47.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSE PRECISION OF 1/10000 AND AN ANGULAR ERROR OF 0" PER ANGLE POINT, AND HAS ADJUSTED USING THE LEAST SQUARES ADJUSTMENT.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 498,000 FEET.

FIELD WORK WAS PERFORMED USING A TOPCON GTS TOTAL STATION AND TOPCON INFER V RTK GPS.

DISTANCES SHOWN ARE HORIZONTAL, GROUND, AND U.S. SURVEY FEET.

THE PROPERTY SHOWN IS LOCATED IN FLOOD ZONE OF AS SHOWN BY MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE NATIONAL FLOOD INSURANCE PROGRAM (MAP NUMBER 1502000244 ISSUED/REvised EFFECTIVE DATE: 04-19-07)

COURSE	BEARING	DISTANCE	COURSE	BEARING	DISTANCE
1	S 89° 20' 30" W	78.80	101	S 89° 20' 30" W	78.80
2	S 89° 20' 30" W	78.80	102	S 89° 20' 30" W	78.80
3	S 89° 20' 30" W	78.80	103	S 89° 20' 30" W	78.80
4	S 89° 20' 30" W	78.80	104	S 89° 20' 30" W	78.80
5	S 89° 20' 30" W	78.80	105	S 89° 20' 30" W	78.80
6	S 89° 20' 30" W	78.80	106	S 89° 20' 30" W	78.80
7	S 89° 20' 30" W	78.80	107	S 89° 20' 30" W	78.80
8	S 89° 20' 30" W	78.80	108	S 89° 20' 30" W	78.80
9	S 89° 20' 30" W	78.80	109	S 89° 20' 30" W	78.80
10	S 89° 20' 30" W	78.80	110	S 89° 20' 30" W	78.80
11	S 89° 20' 30" W	78.80	111	S 89° 20' 30" W	78.80
12	S 89° 20' 30" W	78.80	112	S 89° 20' 30" W	78.80
13	S 89° 20' 30" W	78.80	113	S 89° 20' 30" W	78.80
14	S 89° 20' 30" W	78.80	114	S 89° 20' 30" W	78.80
15	S 89° 20' 30" W	78.80	115	S 89° 20' 30" W	78.80
16	S 89° 20' 30" W	78.80	116	S 89° 20' 30" W	78.80
17	S 89° 20' 30" W	78.80	117	S 89° 20' 30" W	78.80
18	S 89° 20' 30" W	78.80	118	S 89° 20' 30" W	78.80
19	S 89° 20' 30" W	78.80	119	S 89° 20' 30" W	78.80
20	S 89° 20' 30" W	78.80	120	S 89° 20' 30" W	78.80

SURVEY FOR:
CIVIL WAR PRESERVATION TRUST
 LOCATED IN LAND LOTS 70 & 82 & 83,
 12th DISTRICT, 3RD SECTION,
 WINTFIELD COUNTY, GEORGIA

CGA CRAIG M. COOK & ASSOC.
 LAND SURVEYORS, INC.
 246 HEMLOCK ROAD
 TUNNEL HILL, GA 30755
 OFFICE (706) 536-4444
 Email: ccandmcs@earthlink.net

FIELD DATE: 05-17-18 FILE NO: 1983
 CREAM: CG ES & CJ FILE NO: 1983
 PLAT DATE: 06-11-18 REVISED: 05-15-18
 DRAWN BY: CJC
 SCALE: 1"=300'

4

Deed Doc: WD
Recorded 12/22/2016 04:29PM
Georgia Transfer Tax Paid \$0.00
MELICA HENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06446 Pg 0128-0129

PL1-003206
DOC# 11257

[Space above this line for recording data.]

After Recording Return To:
Daniel T Stram, Jr
McCamy Law Firm
411 West Crawford Street
Dalton, Georgia 30720
(706) 278-4499

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF WHITFIELD.

IN CONSIDERATION of a gift and other good and valuable considerations, **Civil War Preservation Trust**, a Virginia non-stock corporation (hereinafter, whether singly or more than one, the "Grantor"), does hereby give and convey unto **Whitfield County, Georgia**, a political subdivision of the State of Georgia, (hereinafter, whether singly or more than one, the "Grantee"), its heirs and assigns, the following described property:

A certain tract or parcel of land lying and being in Land Lots Seventy (70), Seventy-one (71), Eighty-two (82) and Eighty-three (83) in the 12th District and 3rd Section of Whitfield County, Georgia, and being designated TRACT 1 and TRACT 2 on plat of survey entitled "Survey for Civil War Preservation Trust" of record in Plat Book E, Page 769, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, dated June 11, 2016, revised September 15, 2016, prepared and certified by Craig Marvin Cook, Georgia Registered Land Surveyor No. 2691, said plat being incorporated herein by reference for a full and complete description of said property.

Tract 1 is shown on said plat to measure 300.53 acres and Tract 2 is shown to measure 0.58 acres.

Being that identical property conveyed to Civil War Preservation Trust by Warranty Deed of record in Deed Book 6423, Page 60-62, Whitfield County, Georgia, Clerk's Records.

The above described property is subject to that Deed Restriction executed by Civil War Preservation Trust of record in Deed Book 6423, Pages 63-93, Whitfield County, Clerk's Records.

The above described property is subject to that Conservation Easement executed by Civil War Preservation Trust as Grantor and by the Georgia Piedmont Land Trust, Inc. as Grantee of record in Deed Book 6425, Pages 216-237, Whitfield County, Georgia, Clerk's Records.

Grantor acquired the property conveyed herein with assistance from Federal Land and Water Conservation Act (54 U.S.C. §§ 200301 - 200310 (2015, as amended)) funds pursuant to the National Park Service's America Battlefield Protection Program ("ABPP") Battlefield Acquisition Grant Authorization (54 U.S.C. § 308103 (2015)). The property conveyed herein is subject to the provisions of 54 U.S.C. § 200305(f)(3) of the Land and Water Conservation Fund Act, commonly known as Section 6(f)(3), and may never be converted to other than conservation, recreation and preservation uses without the written approval of the United States Secretary of the Interior, acting through the ABPP. The Secretary, acting through the ABPP, shall approve such conversion only if s/he finds it to be in accord with Section 6(f)(3)

and 36 C.F.R. 59, and only upon such conditions as s/he deems necessary to assure the substitution of other appropriate properties of at least equal fair market value and of reasonably equivalent usefulness and location. In the event of a breach of the requirements of Section 6(f)(3) (an unauthorized conversion), the only remedy is immediate compliance with Section 6(f)(3). Grant funds cannot be repaid to the NPS to nullify the requirements of Section 6(f)(3). Nothing contained in this Warranty Deed shall be interpreted to authorize or permit the violation of Section 6(f)(3) of the Land and Water Conservation Fund Act and the requirements of said Land and Water Conservation Fund Act shall survive any private action or government proceedings with respect to the property conveyed herein.

TO HAVE AND TO HOLD said lands and appurtenances unto said Whitfield County, Georgia, a political subdivision of the State of Georgia, its heirs, executors, administrators and assigns, in fee simple. This property is conveyed subject to easements, restrictions and covenants of record in so far as the same may lawfully affect the above described property.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor have hereunto set their hand and affixed their seal this 12th day of December, 2016.

Civil War Preservation Trust, a Virginia non-stock corporation

BY: [Signature] (SEAL)
O. James Lighthizer (SEAL)
Its President

Signed, sealed and delivered this 12th
day of December, 2016 in
the presence of:

[Signature]
WITNESS
Kathleen M Robeson
NOTARY PUBLIC





Archaeological Survey and Assessment of Effects of a Proposed Bike Trail within the Rocky Face Ridge Battlefield Site, Whitfield County, Georgia

SHPO Project No. HP-180323-006

Prepared For:

Whitfield County

Prepared By:

TRC Environmental Corporation

December 2018

EXECUTIVE SUMMARY

TRC Environmental Corporation (TRC) was retained by Whitfield County to perform an Cultural Resource Survey of a proposed mountain bike trail to be located along Rocky Face Ridge in Whitfield County, North Carolina. The Cultural Resource Survey described in this report meets the qualifications specified in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (FR 48:44716-44742). All supervisory personnel meet or exceed the Secretary of the Interior's Professional Qualifications Standards set forth in 36 CFR Part 61.

On November 15, 16, and 20, 2007, TRC conducted a cultural resource survey for approximately 8.0 miles of mountain bike trail located in the vicinity of 301 West Crawford Street, Dalton, North Carolina. The proposed mountain bike trail will be a low-impact, single use trail. The trail route was designed to avoid extant Civil War features. Construction of the trail will involve minimal vegetation clearing but no paving, extensive grading or earth moving is planned. The trail width is not expected to exceed 10 feet. The trail is intended for mountain biking only and will not be a mixed use trail.

Background research was conducted prior to the archaeological survey, and identified eight previously recorded archaeological sites within a 1-mile radius of the project corridor. All eight sites are Civil War era sites related to the 1864 Battle of Rocky Face Ridge. All of the sites are within the boundaries of the Rock Face Battlefield historic district, a district eligible for inclusion in the National Register of Historic Places (NRHP). Two of the sites, 9WD102 and 9WD103, are adjacent to or in the general vicinity of the project corridor.

Pedestrian survey/visual inspection supplemented by limited metal detecting and judgmental shovel testing were implemented in order to determine whether the proposed mountain bike trail would have an impact any extant features associated with the Civil War battle. The investigation determined the proposed trail will not directly impact any battlefield features. There are five areas of concern where the proposed trail will pass within 30 feet of rock walls or possible features associated with the battle. It is recommend that protective measures be included within the trail plans to protect the features identified near the trail corridor. Consultation with the State Historic Preservation Officer will be required to determine the appropriate protective measures.

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1.0 INTRODUCTION

From November 15-16, 2018 TRC conducted Cultural Resource Survey of a proposed mountain bike trail on the Grant Farm-Buzzard Roost property in Whitfield County, North Carolina. In a letter dated June 28, 2018 the Georgia Department of Natural Resources-Historic Preservation Division (HPD) indicated that the proposed trail is within the Rocky Face Battlefield historic district. The district is eligible for inclusion in the National Register of Historic Places (NRHP) therefore HPD recommended a cultural resources survey. During initial communications with HPD it was recommended that areas of the proposed trail within 30 feet of extant battlefield features be visually inspected to determine whether there will be an adverse effect on the NRHP district (Debbie Wallsmith personal communication). This report is being submitted on behalf of Whitfield County as a Due Diligence project in anticipation of a federal undertaking. TRC Senior Archaeologist Sean Norris, M.A., RPA, conducted the fieldwork and background research. Archaeologist Amanda Garvin and technician Frank Amatucci assisted in the field survey.

The project area consists of approximately eight miles of proposed mountain bike trail. The proposed trail will be a single use trail intended for mountain biking only. The route of the trail was intentionally designed to avoid direct impacts to extant Civil War features. The trail width is not expected to exceed 10 feet. The single track trail is will be a low impact trail with minimal vegetation clearing and trail construction. No paving or extensive earth moving is planned. Portions of the trail along the top of Rocky Face Ridge will follow former logging roads.

The entire project area is within the Rocky Face Battlefield Historic District, a district that is eligible for inclusion in the National Register of Historic Places. Additionally, background research indicated that there were two previously recorded archaeological sites adjacent to the project corridor (Figure 1). The sites, 9WD102 and 9WD103, are a series of Union and Confederate works associated with the 1864 Battle of Rocky Face Ridge. Six other previously recorded archaeological sites associated with the battle are within a one-mile radius of the project area. There are 24 previously recorded historic structures within a one-mile radius of the project corridor. One structure (63048), a circa 1934 house, is located near the eastern trail head. The structure is not eligible for the NRHP and will not be affected by the proposed trail.

The archaeological survey consisted of visual inspection, limited metal detecting and judgmental shovel testing. The trail will not cross over or directly impact any feature. However, the investigation identified five sections of the proposed trail that pass within 30 feet of extant Civil War features. Adjusting the course of the proposed trail to ensure a minimum of 30 feet of clearance between any extant feature and the proposed trail is recommended. If avoidance is not feasible protective measures are recommended to ensure that trail construction or future erosion that may result from the trail does not impact the battlefield features.

1.1 Physical Setting

The project area is situated within the Great Valley district of the Ridge and Valley physiographic province (Hodler and Schretter 1986). It is characterized by steep rocky slopes and forested land (Figures 2 and 3) associated with Rocky Face Ridge. The ridge is flanked on

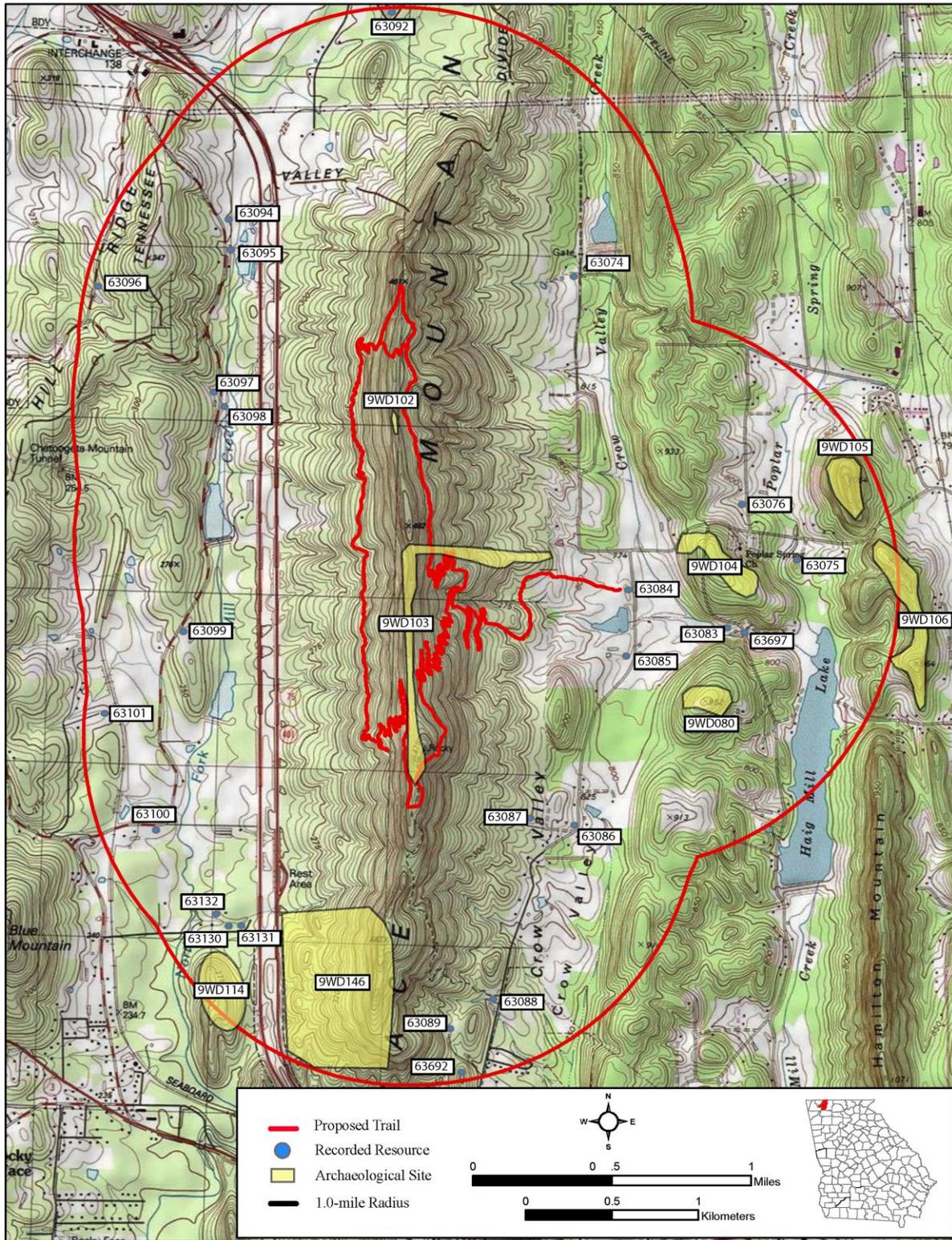


Figure 1. Project Location.



Figure 2. General conditions along the trail.



Figure 3. Steep slope encountered throughout the project area.

the east by Crow Valley Creek and on the north by the North Fork Mill Creek. The runs up the eastern face of Rocky Face Ridge. Elevations range from 780 and 1550 feet Above Mean Sea Level (amsl).

Chert outcrops in the Ridge and Valley Province were an important source of raw material for tools during prehistoric times. Outcrops of Knox chert are documented in Whitfield County along Cedar Ridge, and numerous outcrops of Knox, Fort Payne and Ordovician chert have been documented in the adjacent counties (Goad 1979).

1.2 Soils

Rock outcrops and gravelly loam were encountered throughout the project corridor. Two main soil types were encountered on the steep slopes of Rocky Face Ridge:

- Hector-Townley-Rock outcrop complex (HrF) – Well drained soils found on ridges in areas of 5 to 35 percent slopes.
- Nella gravelly fine sandy loam (NeF) – Well drained, rocky soil found on ridges and sideslopes with 30 to 60 percent slopes.

1.3 Climate

The modern climate of the survey area is influenced by its proximity to the Appalachian Mountains. Prolonged periods of extremely hot or cold weather rarely occur, and precipitation is generally plentiful throughout the year, though considerably heavier during the cold season. Summers are characterized by moderately warm days and mild to comfortably cool nights. Winters may be relatively cold, but periods of cold weather are normally short and are followed by comparatively mild temperatures. Because of differences in elevation, there are dramatic variations in temperatures within relatively short distances.

1.4 Flora and Fauna

Native vegetation in the vicinity of the project corridor consists of oak-hickory and oakpine forests. Species typically associated with these forests are pine, sweet gum, hickory, yellow poplar, elm, and maple (Hodler and Schretter 1986). Fauna currently inhabiting the region include deer, squirrel, groundhog, reptiles, and a variety of avian species, such as wild turkey, waterfowl, and various songbirds. The creeks and rivers in the area supported a variety of fish and shellfish in the past, but only a few species of fish inhabit these waters today.

1.5 Eenvironment

Some 18,000 years ago, during the late Wisconsin glaciation, northwest Georgia was characterized by a mixed oak-pine forest (Wright 1981). During the Late Pleistocene and early Holocene epochs, the climate of the survey area would have been quite different from that of today. The patchy, park-like vegetation of the full glacial was replaced with northern hardwoods during the late glacial period some 15,000–10,000 years ago. The modern flora of the Southeast was established around 12,500 years B.P. The cool summers and mild winters of the late glacial period were replaced by the harsher modern climate some 8,000 years ago (Delcourt 1978). In the southern Atlantic Coastal Plain, bottomland swamps and marshes developed in the mid-Holocene epoch in response to the return of the sea level to near-modern position, and the climate was characterized by abundant precipitation throughout the growing season. Around

5,000 years B.P., the xeric oak-hickory forests were replaced by widespread southern pine forests in the sandy uplands of the Gulf Coastal Plain.

Evidence from nearby areas (Chapman et al. 1982) suggests that accompanying the establishment of permanent villages, cultivation of plants began around 2,000 years B.P. From investigations in the Little Tennessee River Valley, Chapman et al. (1982) have reconstructed the paleoenvironment by correlating archaeological, ethnobotanical, and pollen analysis data. According to their reconstruction, the paleoenvironment during the Holocene reflected long-term vegetational change. For instance, during the early and mid-Holocene, the landscape was covered by closed-canopy deciduous forests. However, during the late Holocene, the landscape was a mosaic of: (1) croplands near permanent settlements; (2) early successional forests with disturbance-favored taxa invading both old, abandoned fields and areas of timber exploitation; and (3) deciduous forest remnants on high terraces and bedrock interfluves (Chapman et al. 1982). Evidence from this area suggests the environment had already been profoundly influenced by native agricultural practices before the arrival of Euroamerican pioneers. Supporting this contention, Delcourt and Delcourt (1985:21) report grains of maize pollen (*Zea mays*) from sediments dating up to 2,000 years old. They suggest that maize, along with other cultigens such as gourd (*Lagenaria siceraria*), squash (*Cucurbita pepo*), and beans (*Phaseolus vulgaris*), was introduced during the late Holocene interval. Correlated archaeological, ethnobotanical, and palynological data are lacking for the survey area, but the situation in northwest Georgia probably was similar to that in the Little Tennessee River Valley.

Documented environmental changes have been noted since historic times in northwest Georgia. Long before the arrival of Europeans, the Cherokee had land under cultivation in the valleys of northwest Georgia (Lipps 1966). Since the arrival of Euroamericans around 1832, agriculture has eliminated most of the original forest, both in the valleys and on the plateaus (Lipps 1966). The first white settlers cleared the well-drained soils on the floodplains and stream terraces (Bramlett 1965). Later, large tracts on the uplands were cleared for cotton cultivation. The forests that remained after agricultural clearing were either logged or cut to provide charcoal (Lipps 1966).

During the early 1800s, the spread of settlers throughout Georgia wrought drastic changes in the native vegetation (Plummer 1976). As the frontier was pushed westward and northward, the native vegetation was recorded by the original land surveyors. Three-fifths of Georgia was mapped by district surveyors; the other two-fifths was part of the headright territory during the colonial period. These early surveys revealed that northwestern Georgia was characterized by oak-pine-hickory forests, wherein the ratio of trees approximated 50:18:8 (Plummer 1976:183). Another factor affecting the landscape of northwest Georgia during the historic period was the chestnut blight fungus, which began killing chestnut trees in 1924. The oakchestnut forest region is located just north of the project area (Braun 1950). Also during the early twentieth century, the north Georgia forests were being extensively clear-cut for railroad ties and durable timbers (Plummer 1976). Natural succession and purposeful planting of particular species altered the resulting forest composition as logged areas were reforested.

2.0 CULTURAL CONTEXT

The cultural resources identified during the course of the survey consisted of Civil War related features. A brief account of the Civil War battle associated the project area follows to provide context for the cultural resources identified during the survey.

2.1 The Civil War

Because of its location along the strategically important Western and Atlantic Railroad, Whitfield County and Dalton were destined to play an important role in the defense of the South. In September, 1863 Dalton was introduced to the misery of war as thousands of wounded from the battle of Chickamauga were transported to the town for treatment. Every available house and public building was converted to housing the wounded. In late 1863, after a tenacious defense by the Confederate Army of Tennessee, Chattanooga fell to the Union Army. During the winter of 1863-1864 the poorly provisioned Confederate Army camped in and around Dalton and suffered through an unusually cold winter (WCHC 1981).

In May of 1864 the Union Army began its march south, and Gen. Joseph E. Johnston, now in command of the Army of Tennessee, began his preparations for the defense of Dalton. Johnston had entrenched his army on the long, high mountain of Rocky Face Ridge and eastward across Crow Valley (Figure 4). Two divisions were stationed at Mill Creek Gap, with others on the ridgetops to provide support.

On May 4th, 1864, Sherman led one hundred thousand men into northwest Georgia to confront the Army of Tennessee. Confederate troops had been constructing fortifications on Rocky Face Ridge throughout the winter of 1863 and 1864. Gen. Hooker of the Union army observed defenses and determined them to be impenetrable without heavy casualties and recommended a flanking movement. Sherman ordered twenty five thousand soldiers to make a wide march around the southern tip of the ridge and strike the railhead at Resaca. At the same time a contingent would launch attacks on the northern and western faces of the ridge in order to draw Johnston's attention away from his vulnerable southern flank.

The fighting on Rocky Face Ridge began in earnest on May 7. On the 8th of May, Confederate troops were driven from Dug Creek Gap to the south of the study area while at the same time a large force of Union cavalry was routed by Wheeler's cavalry near Varnell's Station (WCHC 1981). On May 9 Union troops began to form for an attack on the Resaca railhead. The Confederates were outnumbered at Resaca but were able to maintain their supply line. On May 10 Sherman began to pull his men away from Rocky Face Ridge and sent them west and south to Resaca. Johnston matched Sherman's maneuver, withdrawing his troops for Rocky Face Ridge into another fortified ring around Resaca. Fighting continued around Rocky Face Ridge for four more days as the main bodies of the armies shifted southward. The week-long battle of Rocky Face Ridge was the first battle of the Atlanta campaign.

After the Confederates moved south Union troops soon moved into the abandoned town of Dalton. Much of the town was destroyed by the Union army. That which was not

destroyed was occupied by the Army as headquarters and hospitals. Later that summer the town was liberated by Wheeler's cavalry who surprised the Union army while they were preparing their noon meal. The Confederates captured and occupied the fortifications on Fort Hill constructed by the Union army. The fortifications and the town were recaptured by Hood in October and remained in Union control until Lee's surrender in April, 1865 (WCHC 1981).

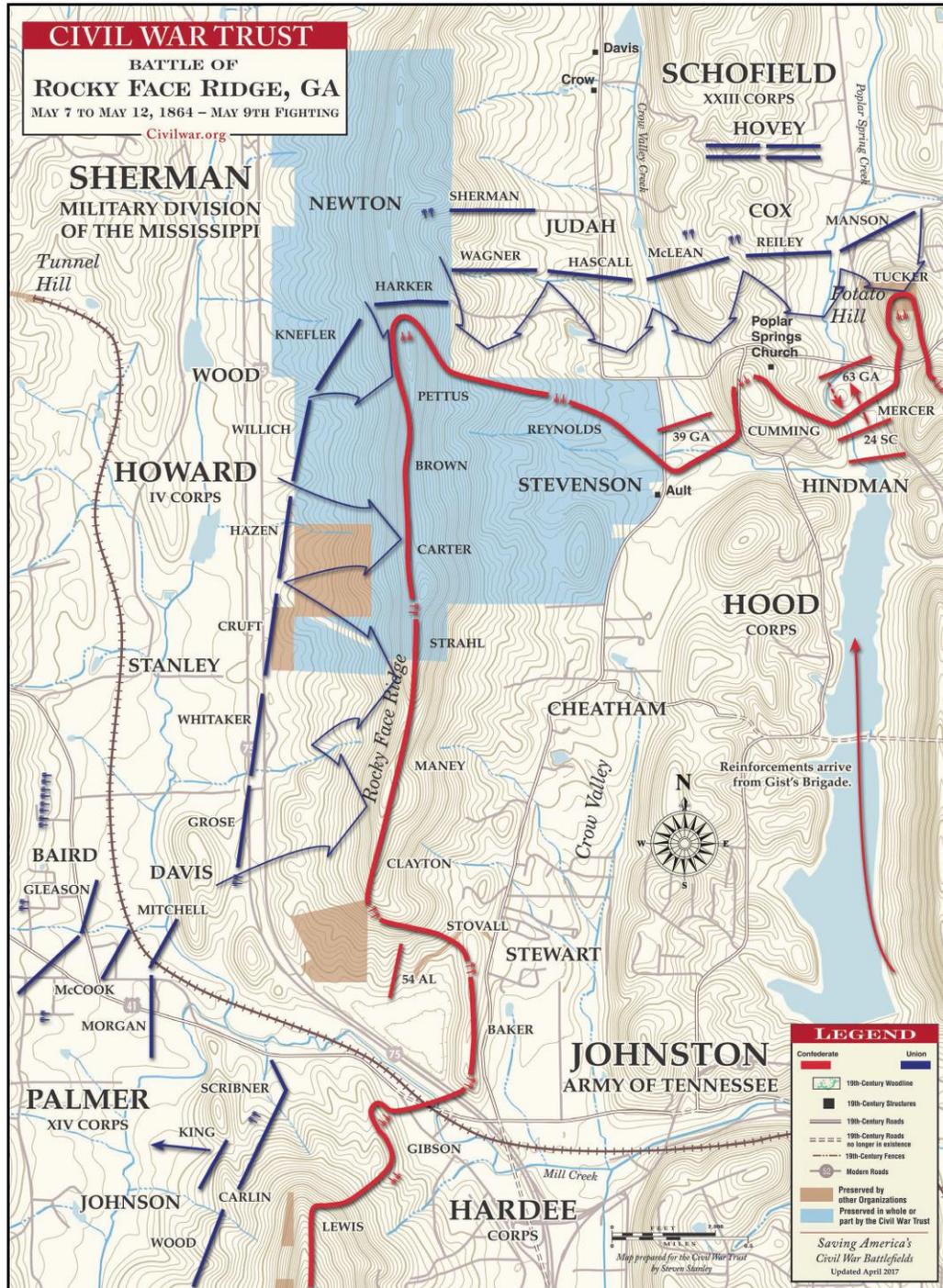


Figure 4. Rocky Face Ridge Battlefield map (courtesy of Battlefield Trust)

3.0 METHODS

3.1 Literature Review

Prior to fieldwork, TRC reviewed records of the state archaeological site file maintained by the University of Georgia in Athens and posted on Georgia's Natural, Archaeological, and Historic Resource Geographic Information System (GNAHRGIS). This research sought information on cultural resources previously reported in the project corridor and nearby vicinity. Additionally, TRC reviewed shapefiles provided by Whitfield County depicting recorded features associated with the Rocky Face Ridge Battlefield.

3.2 Field Survey

The field survey was conducted primarily through visual inspection. The goal of the inspection was to identify areas where the proposed trail route was within 30 feet of extant Civil War features. In areas where the proposed trail was present near a possible feature limited metal detecting and judgmental shovel testing was performed. Lane spacing for the limited metal detector was at the discretion of the archaeologists based on site conditions. The metal detector survey was conducted using Tesero Cibola metal detectors or equivalent devices. Metal detector "hits", if encountered, will be flagged in the field and excavated. Historic objects will be treated similar to positive shovel tests. If two or more contemporaneous historic artifacts are recovered within a 30 meter diameter they will be recorded as site.

The soil from each shovel test was be screened through ¼-inch mesh hardware cloth to ensure uniform artifact recovery. Detailed descriptions of the soils encountered in each test unit were made. The Field Director maintained detailed notes on the survey methods, identified sites, and relevant environmental information.

4.0 RESULTS

4.1 Background Review

Background research indicates that there are eight previously recorded archaeological sites boundaries of the project or within a 1.0-mile radius of the tract. Two of those sites (9WD102 and 9WD103) were identified as being near the proposed trail (see Figure 1, Table 1).

Archaeological site 9WD102 is identified as the Federal works on the north end of Rocky Face Ridge. The site consists of various trenches, walls and gun emplacements related to the 1864 Battle of Buzzard Roost/Rocky Face. Site 9WD103 consists of a series of discontinuous rock walls, trenches, gun emplacements and Confederate defensive features. Both sites are eligible for the NRHP. The remain previously recorded sites in the vicinity of the project area are all related to the Civil War battles that took place in this area. They are all eligible for the NRHP and contribute to the Rocky Face Battlefield historic district.

Table 1. Previously Recorded Archaeological Sites within 1.0 Miles of the Project Area.

Resource	Description	NRHP Status
9WD80	Miles 12 Gun Fort	Eligible
9WD102	Federal Works on Rocky Face Ridge	Eligible
9WD103	Confederate Defenses on Rocky Face Ridge	Eligible
9WD104	Confederate Defenses at Poplar Springs Cemetery	Eligible
9WD106	Confederate Defenses on Hamilton Mountain	Eligible
9WD114	Confederate and Federal Positions North of Mill Creek Gap	Eligible
9WD146	Confederate and Federal Positions South End of Rocky Face Ridge	Eligible

Background research indicates that there are 24 previously recorded aboveground resources within a one-mile radius of the project area (Table 2). Structure 63084 is located near the eastern trailhead of the proposed mountain bike trail (see figure 1). The circa 1934 home is not eligible for the NRHP and is not a contributing resources to the NRHP eligible Rocky Face Battlefield historic district.

Table 2. Previously Recorded Aboveground Resources within 1.0 Miles of the Project Area.

Resource	Location	Description
63074	Crow Valley Road at Reed Pond Road	Crow house – Circa 1840 residence
63075	Poplar Springs Road; N end of Haig Mill Lake	Unnamed house – Circa 1944 residence
63076	2327 Kittle Road	Unnamed house – Circa 1937 residence

Table 2. Previously Recorded Aboveground Resources within 1.0 Miles of the Project Area continued.

Resource	Location	Description
63083	2190 Haig Mill Road	Smith-Carlock house – Circa 1919 residence
63084	Crow Valley Road	Summerour house – Circa 1934 residence
63085	2107 Crow Valley Road	Summerour-Weems house Circa 1854 residence
63086	1930 Crow Valley Road	Dyer-J. Marrison house – Circa 1904 residence
63087	Off Crow Valley Road	John Binley Smith house – Circa 1909 residence
63087	Off Crow Valley Road	John Binley Smith house – Circa 1909 residence
63088	1731 Crow Valley Road	W. B. Glaze house – Circa 1894 residence
63089	Crow Valley Road	William B. Glace house; Wayne Lewis house – Circa 1914 residence
63092	Crow Valley Road	Dallas White house – Circa 1927 residence
63094	Lake Katherine Road (across from 3693)	Taylor house – Circa 1919 residence
63095	Lake Katherine Road	S. L. Dunlap house – Circa 1884 residence
63096	Bonificious (near Mountain View)	Major Calhoun house – Circa 1899 residence
63097	Lake Katherine Road	Unnamed house Circa 1889 residence
63098	1152 Lake Katherine Road	Ducketts house, Circa 1934 residence
63099	Lake Katherine Road	Pope Calhoun house- Circa 1884 residence
63100	Lake Katherine Road at Griffin Drive	Unnamed house – Circa 1889 residence
63101	Bridges Road	W. H. Williams house – Circa 1909 residence
63130	Bridges Road	Beavers house – Circa 1932 residence
63131	Beavers Drive	Unnamed house – Circa 1914 residence
63132	Beaver Road	Dunnagan School House or West View School – Circa 1848 schoolhouse
63692	Crow Valley Road	Buzzard’s Roost Battlefield
63697	2195 Haig Mill Road	Haig Mill Bridge – Circa 1937 bridge

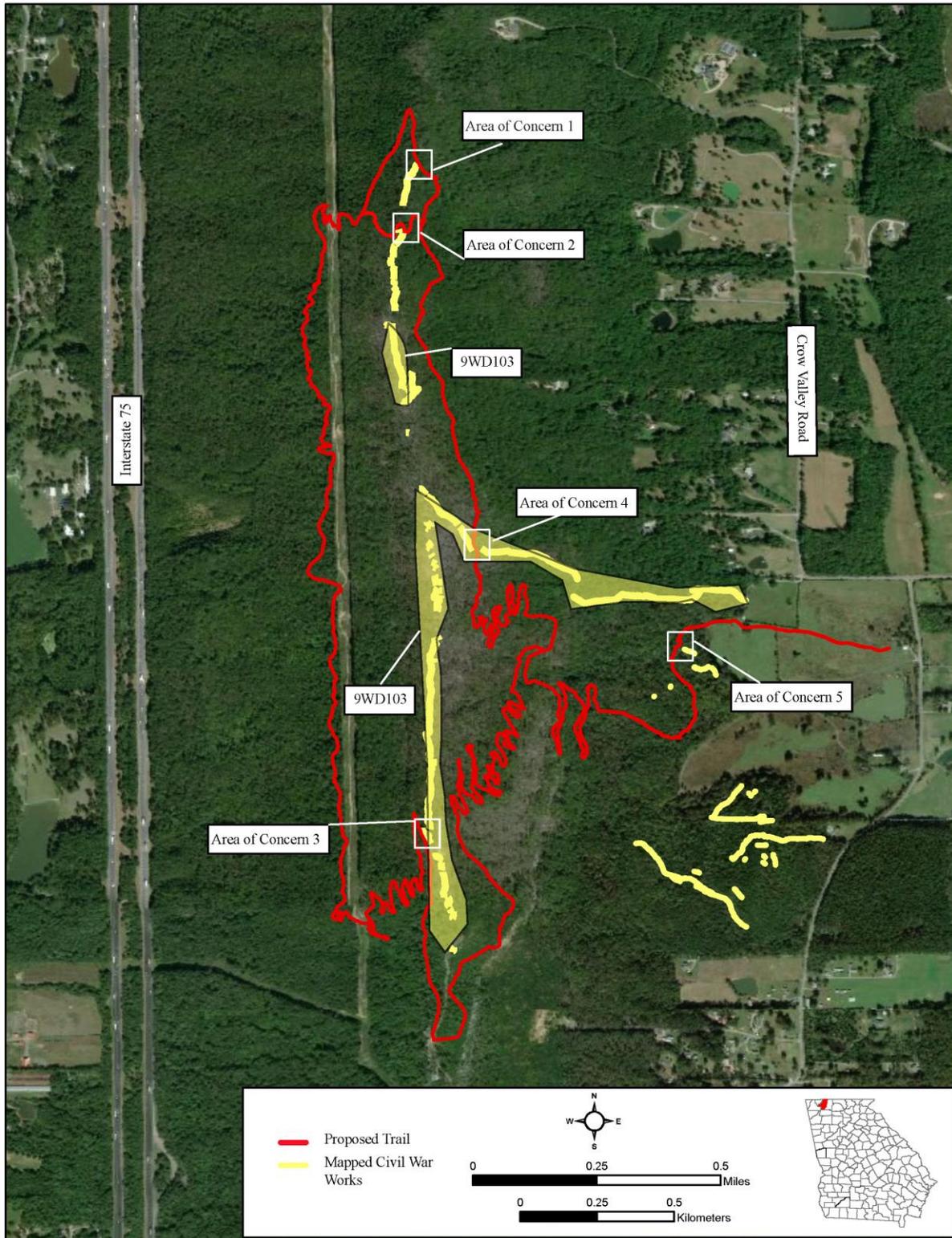


Figure 5. Location of proposed trail and identified areas of concern.

4.2 Archaeological Survey

On November 14 and 15, 2018 TRC conducted an archaeological survey to determine whether a proposed mountain bike trail would impact any features associated with the Rocky Face Battlefield historic district. The survey utilized visual inspection and available GIS data to identify portions of the trail that were potentially within 30 feet of an aboveground feature. Areas identified within 30 feet of a feature were subjected to limited metal detecting and judgmental shovel testing. No artifacts or anomalies were identified during the metal detecting. Shovel testing encountered rocky, gravelly soils immediately below the root mat. Visual inspection determined that the trail is not passing directly over any extant features. However there are five areas where the proposed trail comes within close proximity of stacked stone walls or the possible remnants of walls (Figure 5).

4.3 Area of Concern 1

The first area of concern is located near the northern most point of the proposed trail. A low linear line of rock was observed directly adjacent to the proposed trail route (Figure 6). The line of rock appears to be partially natural with large rock outcrops that may have been enhanced by the placement of additional stone (Figures 7 and 8). There does not appear to be more than a single course of stone at this location. There is no obvious stacking and no associated pits or trenches. This portion of Rocky Face Ridge is associated with the Union Army and this feature may represent the base of a fortification or the beginnings of a defensive position that was abandoned determined unnecessary during the course of the battle. The rock feature runs downslope in a northeasterly direction until it terminates at a former logging path. North and east of the logging path is an extremely steep slope.

The proposed bike trail plans to follow the former logging path at this location. This places the trail directly adjacent to a possible wall feature. While the wall feature is not nearly as intact as other features located on Rocky Face Ridge its preservation is recommended. Avoidance of the feature is likely the preferred alternative. It should be examined whether the trail can be shifted east of the rock feature to avoid any potential effects to the possible wall. If the trail cannot be shifted then protective fencing or other measures may be required to ensure that the feature will not be adversely affected by use of the trail. Consultation with SHPO will be required to determine the appropriate protective measures at this location.



Figure 6. Area of Concern 1, plan view.



Figure 7. Linear rock outcrop/wall feature identified as Area of Concern 1, facing west from trail location.



Figure 8. Proposed trail route adjacent to possible wall feature, facing north.

4.4 Area of Concern 2

A series of switchbacks along a particularly steep section of the ridge will come within close proximity to a potential rock wall (Figure 9). Located near the top of Rocky Face Ridge are numerous natural rock outcrops and piles of stone. Within this area two linear stone features were identified approximately 50 feet south of the flagged location of the proposed trail (Figures 10 and 11). The low, possible stone wall features run roughly north-south along a contour that drops off steeply to the east. Depending on the placement of the switchbacks along this steep section the trail may come within 30 feet of these stone features.

The stone features are a series of discontinuous lines of stone that may represent collapsed walls. They are located north of site 9WD102 and it is unclear whether they are actual defensive fortifications constructed by Union Troops. Their placement overlooking steep slope suggests they may have military significance in protecting a flank, therefore it is recommended they be treated as potential features associated with the battle. The GPS'd location of the proposed trail suggests that the potential wall features in this area will not be affected. However the actual placement/construction of the trail may come close to these features. It is recommended that protective fencing or marking be placed along the features to ensure that they will not be impacted during construction or by future riders utilizing the trail.



Figure 9. Area of Concern 2, plan view.



Figure 10. Low stone feature in Area of Concern 2, facing south from trail location.



Figure 11. Proposed trail route in Area of Concern 2, facing north from rock wall.

4.5 Area of Concern 3

The southern section of the proposed bike trail runs through site 9WD103, the Confederate defensive position on Rocky Face Ridge. A trail switchback on the steep western slope of the ridge will come within 15 feet of two linear stone features (Figure 12). These features appear to be collapsed wall features associate with works identified at 9WD103. The walls are not standing however the linear nature of the piles and the amount and size of the rocks suggests these are the remains of military fortifications (Figure 13). The proposed trail is immediately down slope of the rock features (Figure 14). Protective measures are recommended prevent further erosion of the wall that may occur during trail construction or future trail use. Shifting the trail further west and further downslope of the trail may be the preferred alternative. If the trail cannot be shifted it is recommended that fencing or marking be put in place to ensure that trail construction and future mountain bikers avoid directly impacting the feature.



Figure 12. Area of Concern 3, plan view.



Figure 13. Linear wall feature identified as Area of Concern 3.



Figure 14. Proposed trail route in Area of Concern 3, facing west from rock wall.

4.6 Area of Concern 4

The proposed trail crosses another portion of Site 9WD103 on the eastern side slope of Rocky Face Ridge. This portion of the trail will pass through an approximately 60 foot wide gap between the remnants of two, roughly, northwest-southeast running stacked stone walls (Figure 15). Field observations indicate that the trail may be within 20 feet of the eastern wall section (Figures 16 and 17). The walls are located on steep slope and appear to have collapsed or tumbled. Their orientation and placement remain intact but integrity as walls is diminished.

The trail is effectively avoiding any direct impact to the stone features however, the proximity of the trail to the features may result indirect impacts associated with future trail use. These features are part of an archaeological site that is eligible for the NRHP and they contribute to the NRHP eligibility of the Rocky Face Battlefield historic district. It is recommended that protective measures be implemented during construction to ensure that the trail does not impact any of the stone associated with the features. Additionally, fencing or marking may be necessary to reduce the potential possible impact associated with the public's use of the trail.



Figure 15. Area of Concern 4, plan view.



Figure 16. Linear rock outcrop/wall feature identified as Area of Concern 4, facing west.



Figure 17. Proposed trail route adjacent to possible wall feature, facing east.

4.7 Area of Concern 5

At the eastern base of Rocky Face Ridge the proposed trail comes within 20 feet of a line of stone (Figure 18). The stone runs parallel to an east west running drainage at the base of the ridge (Figures 19 and 20). Based on GIS information provided by Whitfield County this line of stone is tentatively identified as a Civil War feature. The stone is essentially only a single course high and may represent a collapsed wall feature, The linear nature of the stone and the fact that it is contained within a fairly narrow east-west running band suggest the likelihood that it is military related rather than talus that has collected at the base of the slope. It is recommended that the line of stone be treated as a feature related to the Rocky Face Ridge Battlefield.

The trail will not directly impact this rock feature however is in relatively close proximity. Avoidance is typically the preferred option. It is recommended that the trail be shifted further north to ensure that potential impacts associated with trail construction and future use be diminished as much as possible. If the route of the trail cannot be altered then protective measures may be required.



Figure 18. Area of Concern 5, plan view.



Figure 19. Tumbled rock/possible wall feature identified as Area of Concern 5, facing west.



Figure 20. Proposed trail route in Area of Concern 5, facing south.

5.0 CONCLUSIONS AND RECOMMENDATIONS

From November 15-16, 2018 TRC conducted Cultural Resource Survey of eight miles of proposed mountain bike trail on the Grant Farm-Buzzard Roost property in Whitfield County, North Carolina. In a letter dated June 28, 2018 the Georgia HPD indicated that the proposed trail is within the Rocky Face Battlefield historic district and recommended a cultural resources survey. During initial communications with HPD it was recommended that areas of the proposed trail within 30 feet of extant battlefield features be visually inspected to determine whether there will be an adverse effect on the NRHP district.

During planning the route of the trail was intentionally designed to avoid direct impacts to extant Civil War features. It will be a low impact, natural trail with minimal vegetation clearing and trail construction. No paving or extensive earth moving is planned

The trail is within the Rocky Face Battlefield Historic District. It will run through and/or adjacent to two previously recorded archaeological sites. The sites, 9WD102 and 9WD103, are a series of Union and Confederate works associated with the 1864 Battle of Rocky Face Ridge. In addition to the archaeological sites there is one structure (63048), a circa 1934 house, is located near the eastern trail head. The structure is not eligible for the NRHP and will not be affected by the proposed trail.

The archaeological survey consisted of visual inspection, limited metal detecting and judgmental shovel testing. The trail will not cross over or directly impact any feature. The investigation identified five sections of the proposed trail that pass within 30 feet of extant Civil War features.

At the northern most area of concern (Area of Concern 1) the proposed trail will follow a former logging road. The northern end of a low rock wall terminates at the logging road. This area is has the most potential for impacting an extant feature. Shifting of the trail route or protective measures are recommended. Area of Concern 2 is on a steep side slope. Switchbacks for the proposed trail may come within close proximity to two linear rock features. Protective measures are recommended during the construction to ensure the features will not be impacted. Area of Concern 3 is within the boundaries of NRHP eligible site 9WD103. In this area the trail comes within 20 feet of two wall features associated with the Confederate defenses of Rocky Face Ridge. It is recommended that the trail be shifted to the west, if possible, to avoid any future indirect effects to the features. If avoidance is not possible protective measures are recommended. Area of Concern 4 also crosses through site 9WD103. In this area the trail runs through a 60 foot wide gap between two wall features. The trail does not directly impact or cross over any wall remnants, however protective fencing or marking of the features is recommended to avoid any impact from construction or future trail uses. Area of Concern 5 is located at the eastern foot of Rocky Face Ridge. In this area the trail comes in close proximity to what appears to be a collapsed stone wall. It is recommended that the trial be adjusted 10-20 feet north in this area to avoid any potential impacts to Civil War related features. The remaining areas are not directly adjacent to any features but are in the general vicinity. Protective measures are recommended to ensure that trail construction or future erosion that may result from the trail does not impact the battlefield features.

Consultation with HPD is recommended as the proposed trail project moves forward. Any protective measures proposed will need to be approved by HPD. A Memorandum of Agreement may be necessary to detail any stipulations required by HPD to avoid or mitigate impacts to the features associated with the Rock Face Battlefield historic district. If you have any questions, please do not hesitate to contact me at 803-933-9991 or via e-mail at snorris@trcsolutions.com.

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January 25, 2019

Work Plan: Civil War Resource Maintenance Guide

Whitfield County and Williamson Landscape Architecture.

Introduction

Scope of work and methodology

Williamson Landscape Architecture (WLA) prepared this document for Whitfield County as part of an update to a previous master plan for the area. While any opinions or recommendations in the document are those of WLA and do not necessarily reflect the views of the County. The purpose of this document is to provide the staff at the Whitfield County Parks, Recreation, and Cultural Affairs Department with a practical guide towards managing the historic landscape resources associated with the Civil War resources associated with Rocky Face Ridge. The general goal of the maintenance guide is to protect these fragile resources for they directly represent some of the last remaining physical vestiges from that seminal period of American history. The specific objective of the Resource maintenance guide is to present in a clear and concise document tools and methods for managing the earthworks.

The Rocky Face Ridge earthworks deserve preservation. These earthworks on the ridge include stacked stone walls and rifle pits. They are special because of their completeness, being some 150 years old and still mostly intact. Atlanta is one of the most rapidly growing urban areas in the United States, meaning that several million Americans will live within a reasonable drive of these historic resources.

Brief overview of Battle of Dalton and Battle of Rocky Face Ridge Earthworks

In February 1864, the property was host to fighting for several days with two separate actions occurring on 24 and 25 February 1864 as Federal forces advanced from north to south across Crow Valley toward Dalton. Confederate forces including Clayton's Alabama brigade and Reynolds' Virginia and North Carolina brigade defended the southern half of the property while the Northern troops under Turchin's Ohio and Indiana brigade with portions of other Northern units from the mid-western states crossed the northern half of the property. The February fighting covered virtually the entire 300 acres of the Grant property as both Northern and Southern units marched and countermarched and attacked and counterattacked one another during the action. The February action also saw Confederate earthworks in several places including a significant one-quarter to one-half mile of infantry trenches, a four gun battery site, another trench line of smaller length and a portion of a two gun battery work together with a supporting redoubt and videte. In addition, the property features a rare Federal rock wall of about 3 feet in height and over 50 to 80 feet in length along the slope of Rocky Face Ridge which was erected and manned by 5 companies of Federal troops on the afternoon of 25 February 1864. The February fighting also saw Confederate cavalry and artillery in the form of Key's Arkansas Battery and Swett's Mississippi Battery on the Grant property. The significance of the Battle of Dalton has been recognized

by the United States Civil War Sites Advisory Commission (the "CWSAC") which has given it a Priority 11.3 Class C Rating in the CWSAC Report on the Nation's Civil War Battlefields.

“During the Battle of Rocky Face Ridge, the Confederate defense line was located east to west across the north end of the Property, as well as towards the top of Rocky Face Ridge. Confederate General Carter Stevenson's line was engaged on May 8th, but the heaviest fighting on the Property took place on May 9th, between the left of Stevenson's division line and Harker's and Wagner's brigades of Newton's division of the Howard's Fourth Corps. Several of Stevenson's brigades were shifted from the valley to the left to aid in the attacks that were all repulsed. A continuous entrenchment of over 2000 feet, and a pristine artillery emplacement remain on the north end of the Property, as well as a damaged artillery emplacement. The Union artillery was also deployed on the Property.” (See Conservation Easement, GPLT)

The May earthworks feature a combination of Confederate infantry trenches, stone walls, and a four gun battery site. The significance of the Battle of Rocky Face Ridge has been recognized by the United States Civil War Sites Advisory Commission (the "CWSAC") which has given it a Priority 11.3 Class C Rating in the CWSAC Report on the Nation's Civil War Battlefields.

In addition to the two periods of combat, the Grant property was home to a number of Confederate troops from late November 1863 to the second week of May 1864. These units, including some 1,000 to 1,500 men from Clayton's Alabama brigade and including men from Stevenson's division which included Reynolds' North Carolina and Virginia brigade, Pettus' Alabama brigade, and Cummings' Georgia brigade, spent time on and around the property using the streams for water and cooking and cleaning, and, at least with Clayton and Reynolds' brigades, making cabins and huts for winter quarters. So, the Grant Farm property should also be preserved for future archaeological, historic and ecologic interpretation (much like a Valley Forge) for future historians, archaeologists, environmentalists and students to study its use as a civil war Confederate camp, as well as its pioneer, slave, agricultural and Indian uses prior to the war.

Management Objectives

The primary objectives to managing the earthworks of the Rocky Face Ridge Battlefield are:

- Establish policies that remain consistent with the Secretary of the Interior's Preservation Standards
- Monitor and protect cultural and natural resources above and below the ground
- Follow best practices that are sustainable both economically and environmentally
- Provide a safe and educational environment for visitors
- Minimize actions that expose the earthworks to erosion
- Identify and address threats like trees, invasive plants, and human damage

Summary of Findings:

General Recommendations

The most effective and economical condition for the earthworks is under a heavy canopy of forest with no trees growing directly on the earthworks. A healthy forest has multiple layers of vegetation that slow down rain. The resultant leaves fall and cover the ground, further reducing the chance of erosion.

Specific Management Recommendations:

- Remove all large canopy trees (greater than 12 inches DBH) and all diseased or damaged trees growing directly on the earthworks (See Figure 1)
- Avoid grubbing or clearing of site that would drastically reduce canopy protecting earthworks
- Plant native species of canopy trees in a zone fifteen to twenty-five feet away from earthworks
- Plant native species of understory trees in a zone ten to twenty feet away from earthworks
- Plant native species of understory shrubs in a zone five to fifteen feet away from earthworks
- Monitor and eliminate invasive shrubs and vines as they appear
- Cover all bare spots and fill depressions to prevent erosion (See Figures 2 & 3)
- Develop perimeter trail system with appropriate signage that discourages direct contact with the earthworks
- Remove trash litter and debris in vicinity

Part 1—Statement of Existing Conditions and Identification of Adverse Issues:

Rocky Face Ridge/Grant Farm Property

The Grant Farm Tract consists of more than 300 acres off Crow Valley Road. It has single family residential close to its northern, eastern, and southern boundaries. Rocky Face Ridge is along the western boundary. Along Rocky Face Ridge, there is approximately 2,900-feet of stone stacked wall. The wall is in remarkably good condition for its age; however, there are some sections that have failed. There are approximately 1,650-feet of earthen trenches towards the northwestern portion of the property. The trenches have not been preserved as well as the stone fortifications. Soil has eroded and the profile is not as distinguishable as it once was.

Existing Conditions

The forest covering the earthworks is in good condition, with a healthy, relatively diverse community of native trees. The forest also has trees of various age and size. Predominate trees include Oaks with a few Beech and Pine. Understory trees include Dogwood.

The forest floor is also in good condition with a thick, two to four inch layer of organic matter, also know as “duff” covering the earthworks. (See Figures 4 & 5) There is little evidence of current erosion problems. Erosion threats are limited to animal burrow, holes from wind-throws, or bare ground that needs to be covered.

There are limited numbers of exotics growing near the earthworks.

Visitors cannot access the earthworks at this point in time. Ongoing management of the earthworks should include strategies to control pedestrian movement by providing trails, adding appropriate signage discouraging climbing earthworks, planting a zone around the earthworks to discourage direct access and in some cases adding fencing to protect the resources.

The stone walls along Rocky Face Ridge are in good condition and plainly legible in their current state. They retain a high level of historic integrity and face no immediate threat, but adding trail access will present a threat. (See Figure 6) The resources on the Grant Farm Property are in fair condition and are less legible in their current state. (See Figure 7) They retain a low level of historic integrity and face immediate threat of erosion and adding trail access will increase this threat.

The Rocky Face Ridge earthworks exist in two conditions: exposed on a ridgeline or under forest cover. The vast majority of the earthworks occur along Rocky Face Ridge. In 2016, a forest fire broke out along the ridge and destroyed many trees and many more fell on the wall. (See Figure 8) This left most of the resources exposed along the ridge. To the east of Rocky Face Ridge, there is a line of trenches that occurs under forest cover. Some of the line is in the county’s property while some of the trench line occurs on private property. (See Figure 9)

That fire in 2016 left conditions such that invasive plants were able to establish along the ridgeline amongst the resources. Throughout the south invasive plant material has taken hold in forest and has crowded out the native plant material. These invasive plants need to be treated or removed and there are typical treatment recommendations in Appendix F. Some of the typical invasive plants found in northeast Georgia forest are, English Ivy, Eleagnus, Privet, Honeysuckle and Wisteria.

Adverse Issues

- Numerous large (over 12" dbh) trees growing directly on earthworks
- Stones are falling away from the wall, down the slope
- Depressions, both animal burrows and old wind throws, that collect water and lead to erosion
- Trash has been dumped in vicinity
- Invasive species growing on or immediately next to the earthworks
 - English Ivy
 - Eleagnus
 - Privet
 - Honeysuckle
 - Wisteria

Part 2—Management Principles

Principles of Earthwork Preservation

- Perpetuate a cover of vegetation or leaf litter that protects earthworks from erosion
- Minimize human activities on and around earthworks, including recreational and maintenance activities
- Minimize potential for damage to earthworks from natural forces, including wind-throws of trees, growth of invasive-exotic plants, and animal burrows

Earthwork Management Overview

Vegetation or Leaf Litter Cover

The earthworks in Whitfield County's possession exist in two conditions: exposed on a ridgeline or under forest cover. In recent years, years, landscape managers and researchers working with military earthworks have concluded that natural forest cover is an effective and cost-effective condition for earthworks.

Under a cover of deciduous trees, annual layers of fallen leaves build up over many years creating a layer of leaf litter that protects the earthworks from wind and water erosion. In the first condition along the ridgeline, the resources are exposed due to the fact that the canopy was destroyed from the fire. At this point 'succession' will take place and the county can help speed this process along and remove trees

that are too close to the resources. They can also plant understory and canopy trees in the appropriate location to provide cover in the future,

The second condition, managing earthworks in forest conditions with a healthy understory of trees and shrubs establishes a natural barrier that discourages humans from scaling and damaging earthworks. Managing earthworks under forest cover may require an initial investment in first several years as staff must inventory and remove hazardous trees, remove invasive-exotic vegetation, and cover existing bare spots. However, once this is accomplished, management of earthworks under forest cover is less labor intensive and generally less expensive than any alternative.

Human Activities

Whitfield County must balance public recreation and earthwork protection. The threat that human activities will damage the earthworks will increase as these sites become more actively programmed and visitation increases. People are drawn to earthworks and enjoy walking on and climbing on to the stone walls and going down into the trenches. There is evidence that people have disturbed the resources, as stones have appeared to have been moved and re-stacked. To date, the earthworks along Rocky Face Ridge are in such good condition because they have been largely isolated from public visitation and kept under forest cover.

Whitfield County should minimize trails and paths that give people direct access to earthworks. When trails are proposed in proximity to the resources—they should be located at least 30 feet—away from the earthworks. Protective fencing should be put in place when the trail comes within this distance of any resource. When it is necessary to cross an earthwork, trails should utilize existing roadbeds that already cross, if possible.

County personnel should establish designated paths and use signage to indicate rules and regulations. Signs should establish the policies of the site and reference applicable local laws prohibiting unwanted activities, including littering, dumping, hunting, etc. Signage should state if the site is open to the public and under what conditions. Signage should also direct visitors from walking or playing on earthworks. Only use fences if it is determined that visitors are ignoring the signs and designated paths.

Vegetation can discourage people walking on the earthworks by creating a natural barrier. Grass left to grow tall and a dense understory of trees and shrubs will dissuade people from walking directly to the earthworks. In certain situations a small unobtrusive fence may be used to keep people from accessing the resources.

Natural Forces

There is limited evidence of animal activity on the earthworks. Animals can burrow into earthworks, opening a path for water. (See Figures 10 & 11) Existing holes should be filled with clean top soil or hard wood chips as soon as possible. If animal activity persists, managers should consult the Whitfield County ordinances governing animal removal. If allowed, managers should relocate or exterminate burrowing animals.

There are invasive-exotic plants growing on all of the earthworks. Exotic weeds outperform native plants and result in a less diverse forest condition. Invasive vines, like English Ivy and Wisteria, will cover, smother, and kill native canopy trees. Invasive shrubs, like Privet, shade out native grasses and herbaceous plants and do not add to the leaf litter layer.

Wind-throws are among the greatest threats to earthworks. Wind-throws occur when a tree falls and its roots pull up a layer of earth. (See Figures 12 & 13) The resultant bare earth holes become places where erosion begins.

Sustainable Earthwork Management Practices

Sustainable earthwork maintenance has both economic and environmental measurements. Whitfield County Staff maintaining the earthworks should pursue strategies that protect the cultural and natural resources, create a safe environment for visitors, and are sustainable over a long period. Staff should implement proposed changes in controlled trials and monitor the results before adopting new maintenance practices.

An important element of sustainability is the ability for Whitfield County to implement and maintain the proposed maintenance regime with the available budget and staff. Whitfield County staff should not implement new maintenance practices unless they protect the resources and are financially feasible considering reasonable budgetary levels.

Chemicals may be required to eradicate pernicious exotic vegetation. However, Whitfield County staff should minimize the use of chemicals, fertilizer, and pesticides.

Part 3—Treatment and Maintenance Fundamentals

1. Managing Earthworks under Forest Cover

Forest cover represents the most effective and natural way to protect earthworks. A diverse community of canopy trees, understory trees and shrubs, and herbaceous plants deposit a protective layer of organic litter over the earthworks. The goal is to have large trees growing near, but not on the earthworks. The goal is to have a layer of understory trees that will contribute to the leaf litter, provide a second layer of interception of rain, and discourage people from scaling the earthworks. Over time, all trees growing directly on the earthworks are to be removed, but only after other trees growing along the perimeter of the earthworks can provide canopy and leaf litter.

See Appendix D: Recommended Native Plant List

a. Tree removal

- A certified Arborist can assist with evaluating the health of trees growing on or near earthworks. Have a certified arborist regularly inspect trees for hazards. Prioritize hazardous trees.
- Establish a phased removal plan based on Arborist recommendations. Generally avoid removing more than 10% of canopy at any one time. Removing more canopy results in a drastic change in light levels in the forest that encourages growth of unwanted invasive-exotics.
- Large trees (greater than 12" dbh) are at greater risk of falling over and ripping up soil with its roots. Remove large trees growing directly on earthworks.
 - Diseased, damaged, or hazardous trees are first priority for removal
 - Trees growing on steep slopes of earthworks will be more likely to wind-throw than trees growing on level areas
- Remove large trees (greater than 12" dbh) within 15 feet of the earthworks
 - Remove diseased, damaged, or hazardous trees when identified (See Figures 14 & 15)
 - Otherwise, this should be of secondary importance to removing trees growing directly on earthworks
- Trained crews should remove trees and removal should avoid damaging the earthworks.
 - Cut tree flush with ground, felling tree away from earthwork, if possible.
 - Remove tree branches that will impale the ground on impact.
 - Use cranes or ropes to remove sections of trees to lessen impact of falling trunk.
 - Leave stumps in place but treat with herbicide to prevent sprouting.
- Remove fallen trees on earthworks or in trenches. Leave fallen trees off earthworks to decompose.

b. Repair Wind-Throws

- Carefully cut fallen tree leaving minimum stump

- If stump does not spring back into place, remove to grade and fill hole with clean top soil or wood mulch, preferably chipped on site.
- c. Repair and Cover Bare Soil
- Identify areas not protected by a continuous layer of leaf litter to protect soil surface
 - Use clean top soil to fill holes.
 - Use hard wood mulch, preferably chipped on site, to cover bare places.
- d. Understory Management
- Plant new understory trees and shrubs that will contribute leaf-litter to the forest floor and create a protective zone around earthworks.
 - Retain and maintain existing trees in a zone around the earthworks, except for hazardous trees that should be removed
 - Preserve healthy long-lived hardwood species to replace existing canopy trees.
 - Remove exotic-invasive species.
- e. Invasive Species Management
- Remove invasive plants as soon as possible. Because many invasive species, such as privet and honeysuckle, are shallow-rooted, staff can pull them up by hand when they are young and the soil is moist.
 - Use a minimum application of acceptable herbicide to remove established colonies of invasive plants.
 - Follow label information and safety recommendations.
 - Minimize soil disturbance and protect native vegetation in surrounding area.
 - Monitor annually to identify new or reoccurring invasives.
- f. Stone Wall Maintenance/Failure
- Photo-document the wall immediately and at least once a year for record.
 - Any changes to the wall (stone removed/fallen/blown away) should be documented and submitted to State Historic Preservation Office (SHPO) for guidance.

2. Managing Invasive-Exotic Vegetation

An exotic plant is a non-native species that humans introduce to a location outside of its native habitat. An invasive plant is one that spreads, establishes itself over a large area, and is persistent. This report uses the terms interchangeably, intending to focus on plants that are harmful to our native ecosystem because they out compete native plants resulting in a less diverse, less stable community of plants. The list of invasive-exotic plants growing on or in the vicinity of the earthworks include: Russian Elaeagnus, Japanese Honeysuckle, Chinese Privet, Japanese Wisteria, and English Ivy. This is not a comprehensive list and new invasive can appear very quickly. The Center for Invasive Species and Ecosystem Health has specific information for Georgia; see www.invasive.org.

For more information, see Appendix C: Invasive Plant Treatment Recommendations

Part 4—Site Specific Management Recommendations

An annual work program or calendar will help Whitfield County staff plan its preservation maintenance of the earthworks. An annual inspection will monitor the age and health of vegetation. Inspections will identify presence of weeds, animals, erosion. Below are management recommendations. Appendix E breaks typical maintenance activities into a calendar format. Any forest Management activities shall meet or exceed standards accepted as the then-current best management practices by the Georgia Forestry Commission, <http://www.gfc.state.ga.us/forest-management/water-quality/bmps/>.

(See Appendix E: Maintenance Schedule)

Management Objectives

1. To keep intact a canopy of trees overhead and a thick layer of leaf litter on the earthworks
2. To add trees to the canopy while removing trees growing directly on earthworks
3. To retain and increase understory vegetation to discourage walking on earthworks

Management Recommendations

1. Photo-Document the walls to be able to protect them in the future.
2. Monitor trees growing on or near earthworks, looking for disease or damage that may undermine health and safety of tree
3. Hazardous trees should be removed immediately
4. Begin phased removal of large (over 12" dbh) trees growing directly on earthworks
5. Remove approximately 10% a year to avoid a drastic change in light levels, which may lead to invasion of unwanted exotics
6. Begin phased removal of smaller (under 12" dbh) trees growing directly on earthworks
7. Remove approximately 10% a year to avoid a drastic change in light levels, which may lead to invasion of unwanted exotics
8. Cut trees to grade. Do not grind below ground. Treat in place
9. Avoid grubbing or clearing of site that would drastically reduce canopy protecting earthworks
10. Plant native species of canopy trees in a zone fifteen to twenty-five feet away from earthworks
11. Plant native species of understory trees in a zone ten to twenty feet away from earthworks
12. Plant native species of understory shrubs in a zone five to fifteen feet away from earthworks
13. Monitor and remove invasive-exotic plants
 - a. Manually pull invasive vines and shrubs at earliest practicable date
 - b. Develop mechanical and chemical treatment plan for established invasive plants
 - c. See Appendix F: Invasive Plant Treatment Recommendations
14. Plant mixture of canopy and understory trees in a zone between 10 and 25 feet away from earthworks to provide cover and to dissuade visitors from walking on earthworks
 - a. See Appendix D: Recommended Native Plant List
15. Locate animal burrows, holes, and depression and fill with soil or wood chips
16. Develop perimeter trail system with appropriate signage that discourages direct contact with the earthworks

Part 5--Monitoring and Recordkeeping

Develop an annual inspection program. During inspections document problems that require repair. Record all repair methods. An annual inspection by a certified arborist should be included as part of the annual monitoring program.

During annual inspections, record the following information:

- Photograph resources
- Tree Hazards
- Evidence of erosion
- Invasive-exotic species
- Wind-throws
- Animal burrow
- Missing or thin leaf litter
- Human disturbance of earthworks
- Any changes to the stone wall



Figure 1-Trees growing in earthworks (Grant Farm Property)



Figure 2-Erosion of soil (Grant Farm Property)



Figure 3-Soil Erosion, typ.



Figure 4-'Duff' layer in Forest Cover Condition (Rocky Face Ridge Slope)



Figure 5-Duff Layer in Forest Condition, typ.



Figure 6-Open Ridge Condition (Rocky Face Ridge)

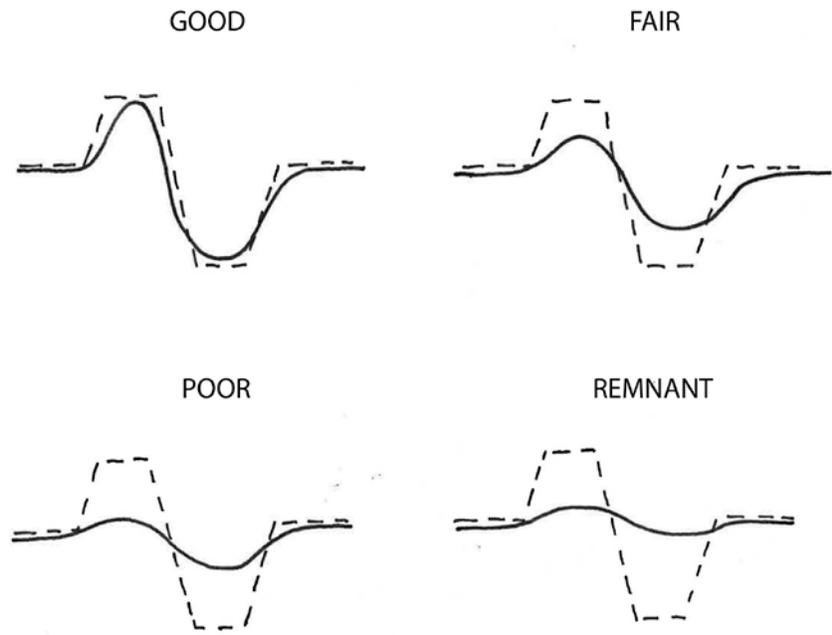


Figure 7-Earthen Trench Conditions



Figure 8-Fallen trees on stone walls (Rocky Face Ridge)



Figure 9-Trees fallen on earthworks, typ.



Figure 10-Animal Burrow (Grant Farm Property)



Figure 11- Animal Burrow, typ.



Figure 12-Erosion due to tree fall



Figure 13-Fallen Tree Erosion, typ.



Figure 14-Tree Decay on Rocky Face Ridge



Figure 15-Tree Decay, typ.



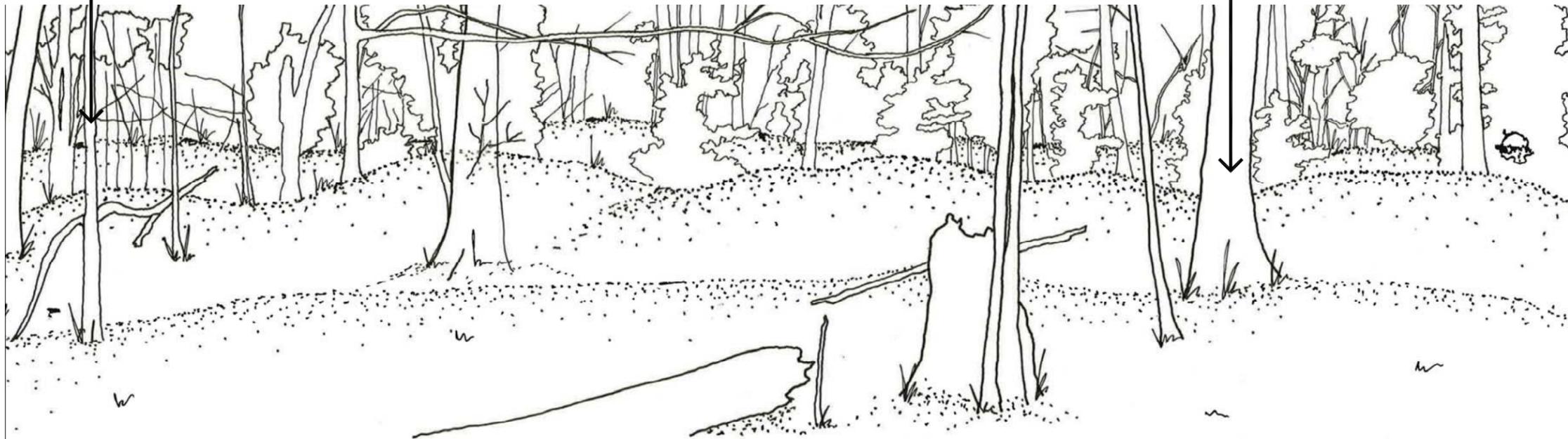
Retain a few trees to provide a protective layer of leaf litter

Remove fallen trees and branches directly on earthworks

Leave fallen trees and branches that are not directly on the earthworks

Leave existing stumps for wildlife habitat

Removal of trees >12" Diameter Breast Height (DBH) within 15' of earthworks will begin over time once canopy has filled in to provide protection for the earthworks.



TYPICAL EARTHWORK ELEVATION

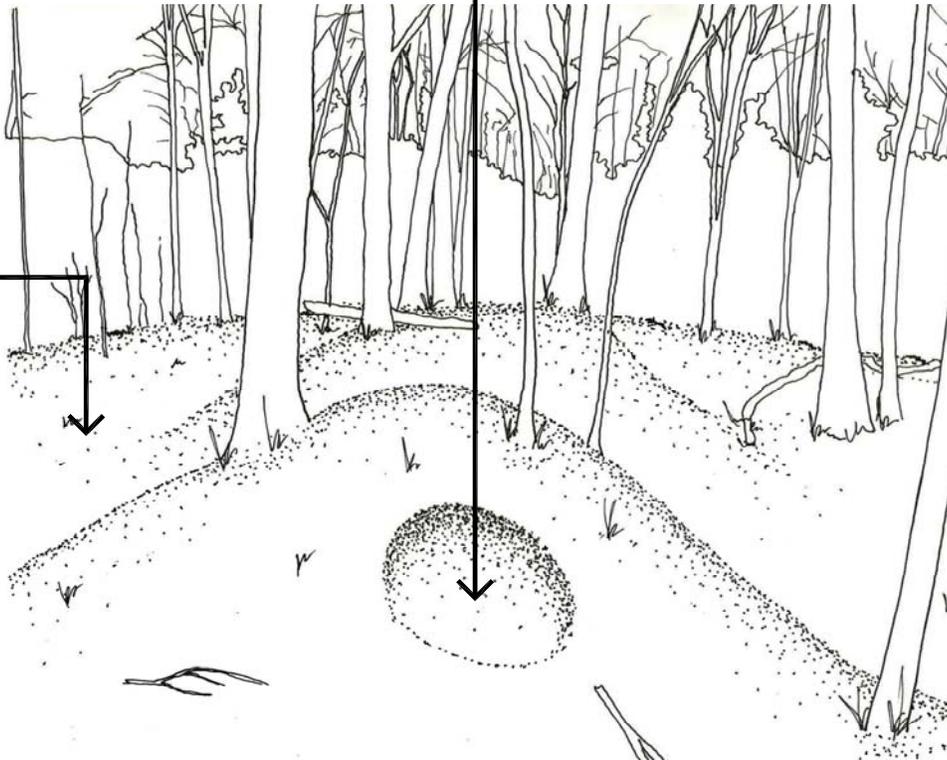


Leave all trees <12" Diameter Breast Height (DBH)

Remove trees from slopes and top of earthworks

Fill holes on Earthworks (Borrows, Windthrows etc.)

Reforestation zone, 5'-25' on either side of the earthworks. This will be an ongoing process to replant shrubs, canopy and understory trees.



TYPICAL EARTHWORK SECTION

Rocky Face Ridge

Grant Farm Property

Plant List: Native Trees and Shrubs

Canopy Trees

Southern Red Oak / *Quercus falcata*

Scarlet Oak / *Quercus coccinea*

Post Oak / *Quercus stellata*

Blackjack Oak / *Quercus marilandica*

White Oak / *Quercus alba*

Black Oak / *Quercus nigra*

Chestnut Oak / *Quercus montana*

Loblolly Pine / *Pinus taeda*

Shortleaf Pine / *Pinus echinata*

Pignut Hickory / *Carya glabra*

Red Maple / *Acer rubrum*

Black Gum / *Nyssa sylvatica*

Tulip Poplar / *Liriodendron tulipifera*

Understory Trees and Shrubs

Sparkleberry / *Vaccinium arboreum*

Haw Bush / *Possumhaw vibernum*

Dogwood / *Cornus florida*

Rusty Viburnum / *Viburnum rufidulum*

Hog Plum / *Prunus umbellata Elliot*

Fringetree/ *Chionanthis virginicus*

Spicebush / *Lindera benzoin*

Hazelnut / *Corylus americana*

Pinxterflower / *Rhododendron periclymenoides*

Christmas fern / *Polystichum acrostichoides*

Rocky Face Ridge
Grant Farm Property
Maintenance Schedule

	Winter			Spring			Summer			Fall		
Condition:	December	January	February	March	April	May	June	July	August	September	October	November
Wooded												
Bi-Annual Inspection (To Photo-document and update database)												
Certified Arborist to Assess Tree Health (Create Database of trees to observe)												
Remove Trees (>12 DBH) from Earthwork (On top of and on the slopes of Earthwork)												
Treat stumps with herbicide (To prevent re-growth)												
Remove all dead and downed logs (on top of earthworks)												
Typical Invasive Plant Material Treatment Schedule												
Invasive Removal: Mechanical /Chemical [^] (Eleagnus)												
Invasive Removal: Mechanical /Chemical [^] (English Ivy)												
Invasive Removal: Mechanical /Chemical [^] (Chinese Privet)												
Invasive Removal: Mechanical /Chemical [^] (Honeysuckle)												
Invasive Removal: Mechanical /Chemical [^] (Japanese Wisteria)												

[^] See Invasive Plant Treatment Recommendations Appendix F for Invasive Removal

Rocky Face Ridge
Grant Farm Property
Invasive Plant Treatment Recommendations

Detailed information about Chemical Control options can be found at www.invasive.org. Read and follow label information and wear appropriate safety gear before mixing and using herbicides.

Autumn Olive – *Eleagnus umbellata*

Mechanical - Pull out plants when young and soil is moist.

Chemical/Mechanical – Apply Garlon® 4 as a 20% solution with a basal oil that is commercially available (2.5 quarts per 3-gallon mix with a penetrant to young bark as a basal spray from January to February or Between April and October. Check with herbicide distributor for penetrant options.

Cut woody vegetation to the ground (Late in growing season July-September) and paint stumps with a 10% Arsenal® AC solution (1 Quart per 3-gallon mix) or 20% Glyphosate Solution (2.5 quarts per 3-gallonmix) in water with a surfactant, using sponge or sponge like applicator.

Chemical – Wet leaves with a 1% Solution in water (Arsenal AC®, Vanquish® or Garlon 4V- mix at a ratio of 4 ounces per 3-gallon mix) with a surfactant in April to October.

English Ivy – *Hedera helix L.*

Mechanical - Remove as much of the root as possible. Minimize trampling and churning of the soil, protecting native plants that are present. Clear an area thoroughly before moving on.

Chemical –Option #1) Remove leaves from vine a few feet across and at a comfortable height. Apply 20% solution of triclopyr ester (Garlon 4 at a mixture of 2.5 quarts per 3-gallon mix) with a commercially available basal that includes penetrant. This option can be used year round. Temperature should be around 50 F for several days before treatment.

Option #2) Cut vine close to soil surface and apply 25% glyphosate or triclopyr solution mixed with water to cut surface. (Accord® or Garlon® 3A would be acceptable) Glyphosate solutions can be used in temperatures as low as 40 F and Triclopyr solutions can be used at Temperatures as low as 60 F. Future applications may be necessary. This is a good option when there are plants in proximity that do not need to be treated or when the vines have grown into a canopy.

Option #3) A foliar spray herbicide application may be a good option. Thoroughly wet leaves with a 2-5% solution (8 to 20 ounces per 3-gallon) of triclopyr ester or triclopyr amine mixed with a non-ionic surfactant (Garlon® 4 would be acceptable). This should occur between June and November.

Chinese Privet - Ligustrum sinense

Chemical/Mechanical – Option #1) Cut woody vegetation to the ground and paint stumps with a 20% Glyphosate Solution.

Option #2) Inject 50/50 solution of Krenite® and water into the cambium or cut surface at any time of the year. Good option for trees to be cut and removed. To prevent resprouting, treat stumps. Follow up treatments may be necessary.

Chemical – Option #1) Spray with a Glyphosate Solution (3-5% Solution with water) in dormant season (November to February). Completely wet the leaves when applying solution. The Glyphosate solution should have 41% active ingredients. If the product does not have a surfactant included, add 0.5% of a non-ionic surfactant. This option is good when there are desirable plants in close proximity to the Privet.

Option #2) Apply Garlon® 4 (20% plus crop oil) as a basal bark treatment that can be applied throughout the year. The dormant season may be the best time to apply. This option is good for larger, older masses of privet and can also be a good initial treatment that can allow spraying to be an option to get to the ground level plants underneath. Follow up treatments may be necessary.

Japanese Honeysuckle – Lonicera japonica thumnb.

Mechanical - Pull young plants out of ground (Younger than 2 years old). Cut woody vegetation to the ground (April or September) and paint stumps with a 20% Glyphosate Solution. Remove clipped material. Mow vegetation that has been treated with herbicide to 1", scarify soil surface and seed with Native Seed Mix.

Cut woody vegetation close to soil surface and quickly treat the cut vines with a 20% solution (2.5 quarts per 3-gallon) of glyphosate herbicide or Garlon® 3A between July and October.

Chemical - Early spring application Glyphosate herbicide between March and April.

Apply Escort® XP Solution (0.6 dry ounces per 3-gallon mix with water) with surfactant to leaves with broadcast sprayer (2 ounces per acre) between June and August.

Apply Escort® XP Solution (0.6 to 1.2 dry ounces per 3-gallon mix with water) with surfactant to spot spray (2 to 4 ounces per acre) between June and August.

Treat leaves with herbicide and surfactant with water between July and October. Use a 2% Glyphosate solution (8 ounces per 3-gallon mix) or Garlon® 3A or Garlon® 4® as a 3-5% solution (12 to 20 ounces per 3-gallon mix).

Japanese Wisteria (*Wisteria floribunda* (Wild.) DC.

Mechanical - Pull young plants out of ground along with root portion. If fruits are present, the vines should be bagged and in plastic trash bags to be disposed of in a landfill or piled onsite and allowed to desiccate.

Chemical –Option #1) Remove leaves from vine a few feet across and at a comfortable height. Apply 20% solution of triclopyr ester (Garlon® 4 at a mixture of 2.5 quarts per 3-gallon mix) with a commercially available basal that includes penetrant. This option can be used year round.

Option #2) Cut vine close to soil surface and apply 25% glyphosate or triclopyr solution mixed with water to cut surface. (Accord® or Garlon® 3A would be acceptable) Glyphosate solutions can be used in temperatures as low as 40 F and Triclopyr solutions can be used at Temperatures as low as 60 F. Future applications may be necessary. This is a good option when there are plants in proximity that do not need to be treated or when the vines have grown into a canopy.

Option #3) in cases where large infestations of Wisteria has occurred, a foliar spray herbicide application would be a good option. Thoroughly wet leaves with a 2% solution (8 ounces per 3-gallon) of triclopyr ester or tricolpyr amine mixed with a non-ionic surfactant (Garlon® 4 or Garlon® 3A would be acceptable). This should occur between October and November to avoid plants that do not need to be treated.