

THIS INSTRUMENT WAS PREPARED BY:

J. Bryan Echols
Stites & Harbison PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (“**Easement**”) is hereby quitclaimed on this ____ day of _____, _____ subject to the provisions herein contained, by _____ (collectively, “**Grantor**”) to **THE LAND TRUST FOR TENNESSEE, INC.**, a Tennessee nonprofit corporation (“**Grantee**”), for the purpose of forever conserving the Conservation Values of the Property (both as hereinafter defined).

W I T N E S S E T H:

Grantor are the owners in fee simple of certain real property located in _____ County, Tennessee, consisting of approximately _____ (_____) acres and more particularly described in Exhibit A attached to and incorporated herein by this reference (the “**Property**”).

The Property is primarily open farm, agricultural, and grassland and contains or supports significant wildlife habitat. Approximately twenty-two percent (22%) of soils on the Property have been classified as prime soils of local and statewide importance by the Natural Resource Conservation Service, United States Department of Agriculture.

The Property possesses scenic natural beauty and is located in the midst of an area of increasing development and subdivision of land for residential and commercial purposes. Located only nineteen miles from the urban core of Nashville, the area is experiencing tremendous growth pressure. The Property is also less than three miles from the town center of _____, Tennessee, and eleven miles from rapidly growing _____, Tennessee. Much of the nearby farmland is being sold and subdivided. The Property is adjacent to _____, a large new subdivision consisting of sixty to eighty homes with lot sizes from approximately one to five acres.

The Property possesses outstanding scenic qualities that will provide a significant benefit to and scenic enjoyment for the general public, and can be viewed from _____ Road, a public right of way, and also from _____ Creek, which is open to public access.

The Property has over three hundred fifty feet of frontage on _____ Creek and contains two small unnamed tributaries into _____ Creek, one of which is spring-fed. _____ Creek is deemed of high biodiversity significance by the Tennessee Division of Natural Heritage. _____ Creek and its riparian margin provide habitat for three rare species: finescale darter (G2G3) – Ranked very rare and imperiled globally; Sweet-scented Indian-plantain– Ranked globally rare (G2) and very rare in Tennessee (S2) where it is listed as threatened; and the Michigan Lily, which is rare in Tennessee (S3) and is listed Threatened by the State.

The Tennessee Rivers Assessment Program is a coalition of federal, state and regional government agencies, nongovernmental organizations, conservation groups and citizens with the

mission of assessing the biological, aesthetic, recreational and cultural resources of the rivers of Tennessee, educating Tennesseans about these resources, using this information to assist in river conservation efforts and encouraging the wisest uses of the waters of Tennessee. The Program is sometimes called the Tennessee Rivers Information System, or TNRIS, and is maintained by the Tennessee Department of Environment and Conservation (the “**Assessment**”). The Assessment rated _____ Creek as regionally significant for natural and scenic quality and locally significant for recreational boating.

The Tennessee Heritage Conservation Trust Act: A Preliminary Assessment of Need (December 2006) (the “**Heritage Trust Assessment**”) was produced by the Tennessee Department of Environment and Conservation and the Tennessee Wildlife Resources Agency to provide guidance to the Tennessee Heritage Conservation Trust Board as it carries out the mandate set forth in T.C.A. §11-7 to assist the State of Tennessee in permanently conserving and preserving tracts of land for the purposes of promoting tourism and recreation; protecting, conserving and restoring the State’s physical, cultural, archeological, historical and environmental resources; and preserving working landscapes. The Property is part of the “_____” project area as identified by the Heritage Trust Assessment. The Heritage Trust Assessment gives this area a ranking of B3 (High Site Importance) and states that “_____ Creek is a relatively pristine aquatic habitat with high species diversity. Without intensive surveys, three rare species are known from in and along the stream. Finescale darter is ranked as very rare and imperiled globally, and occurs only in Tennessee and Kentucky._____ Creek is one of only 9 Tennessee streams known to support this species.” The Heritage Trust Assessment’s strategy for protecting this area states that “for tracts unavailable, perhaps owners can be encouraged to maintain/restore riparian buffers. The strategy for acquisition is to acquire properties within and adjacent to the site boundary for preservation of the plant community.”

The 2005 Tennessee State Wildlife Action Plan, published by the Tennessee Wildlife Resources Agency, identifies the Property as a priority for preservation for terrestrial and aquatic habitat and advocates preservation of such habitats as a Tennessee state policy.

The Property is also adjacent to and in the viewshed of “_____” a site on the National Register of Historic Places. (Site - #_____, added 9/28/1988). This site is also identified in Heritage Trust’s Assessment.

The agricultural, open space, watershed protection, wildlife habitat, and scenic characteristics of the Property, and its current use and state of improvement, are described in a Present Conditions Report prepared by Grantee with the cooperation of Grantor and acknowledged by both to be complete and accurate as of the date of this Easement (the “**Report**”). The Report will be used by Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Easement. However, the Report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use or condition.

Grantor has agreed to convey to Grantee a conservation easement in the Property for the purpose of assuring that, under the perpetual stewardship of Grantee, the agricultural, open space, watershed protection, wildlife habitat, and scenic values of the Property will be conserved and maintained forever and that the uses of the Property that are inconsistent with these conservation purposes will be prevented.

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

The agricultural, open space, watershed protection, wildlife habitat, and scenic values of the Property are collectively referred to herein as the “**Conservation Values**” of the Property.

The Grantor intends that the Conservation Values of the Property be preserved and maintained, and Grantor intends to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.

The granting of this Easement will also serve the following “conservation purposes” as such term is defined in Section 170(h)(4)(A) of the Internal Revenue Code of 1986, as amended (the “**Code**”):

The preservation of open space, including farmland and forest land, pursuant to the following clearly delineated governmental conservation and preservation policies, yielding a significant public benefit:

-- The Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. §§ 4201, *et seq.*, whose purpose is “to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, local government and private programs and policies to protect farmland”; and

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

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

-- The Heritage Trust Assessment’s determination as to the Property.

-- The 2005 Tennessee State Wildlife Action Plan.

The current use of the Property is consistent with the conservation purposes of this Easement.

Grantor intends that the Conservation Values of the Property be preserved and maintained, and Grantor intends to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.

Grantee is a tax-exempt nonprofit organization and a qualified organization under §§ 501(c)(3) and 170(h), respectively, of the Code, and is a qualified “Holder” under T.C.A. § 66-9-303(3)(B), whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic, agricultural, forested and/or open space condition, and Grantee accepts the responsibility of enforcing the terms of this Easement and upholding its conservation purposes forever.

Grantor owns the entire fee simple interest in the Property, including the entire mineral estate, subject to those easements or covenants as may affect the Property.

NOW, THEREFORE, for the reasons given, and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby donates, grants, remises, releases and forever quitclaims to Grantee, its successors and assigns, and Grantee accepts, a conservation easement on the Property, in perpetuity, in order to conserve and retain the Property forever predominantly in its agricultural, scenic, and/or open space condition in accordance with the terms of this Easement; and Grantor donates, grants, assigns, remises, releases and forever quitclaims to Grantee, its successors and assigns, the right to take appropriate legal action in law or equity to enjoin, prohibit and remedy any violation of the terms of the easement created by this Easement and to enter the Property at reasonable times to observe and document the state of preservation and to prevent any violation of the terms of this Easement.

1. Purpose. It is the purpose of this Easement to assure that the Property will be conserved and retained forever predominantly in its natural, scenic, agricultural and/or open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will generally confine, except as otherwise specifically permitted herein, the use of the Property to such activities, including without limitation farming, as are not inconsistent with the purpose and terms of this Easement.

2. Implementation. This Conservation Easement shall be implemented by limiting and restricting the development and use of the Property in accordance with its provisions as provided throughout. No permanent or temporary structures or other buildings or improvements shall hereafter be constructed, placed or maintained on the Property except as specifically provided herein.

3. Definitions. As used in this Conservation Easement, the term “**Grantor**” includes the original Grantor, their heirs, successors and assigns, all future owners of any legal or equitable interest in all or any portions of the Property, and any party entitled to the possession or use of all or any part thereof; and the term “**Grantee**” includes the original Grantee and its successors and assigns.

4. Prohibited Acts. Grantor shall not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the terms of this Easement and the restrictions and obligations set forth herein. Grantor also authorizes Grantee to enforce this Easement and the restrictions and obligations set forth herein in the manner described below.

However, unless otherwise specified herein, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any act of God or other event over which Grantor had no control. Grantor understands that nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law.

5. Construction, Maintenance and Repair of Buildings, Structures and Other Improvements.

(a) General Restriction. The construction of any building, structure or other improvement on the Property, except those existing on the date of this Easement and those permitted by this Section 5 or other provisions of this Easement, is prohibited.

(b) Permitted Structures. The following structures are permitted on the Property:

(i) Farmstead Area. There is currently existing on the Property a residence approximately _____ square feet in size (the “**Main House**”) with several appurtenant structures. The Main House may be maintained, improved, expanded, repaired and replaced within the Farmstead Area, as hereinafter defined. Grantor further reserves the right to establish on the Property an area (the “**Farmstead Area**”) encompassing the Main House, the existing barn located at North _____; West _____” and no more than five (5) acres in size. Grantor may also construct within the Farmstead Area reasonable structures appurtenant to residential use of the Main House, such as sheds and garages or recreational facilities, and to construct, maintain, repair and replace a guest house within the Farmstead Area and near the barn. Prior to any construction of new structures within the Farmstead Area, Grantor will accomplish the following:

(1) Grantor shall cause the Farmstead Area to be delineated, staked, and surveyed by a registered land surveyor; and

(2) An amendment to this Easement shall be executed in form and substance acceptable to Grantee, which amendment shall define the location of the Farmstead Area by a metes and bounds survey description.

(ii) Agricultural Structures. Grantor may maintain, construct, repair and replace or demolish structures on the Property, used or to be used solely for agricultural purposes and limited in use to the care, storage, processing or sale of livestock or other farm products predominantly raised or grown on the Property and the storage of material and equipment used or useful for such purposes and for other purposes related to the permitted use of the Property (each such structure being hereinafter referred to as an “**Agricultural Structure**”). No Agricultural Structure may be built on the Property that is outside the Farmstead Area unless the prior written consent of Grantee is provided, and no Agricultural Structure may adversely impact the Conservation Values of this Easement. No Agricultural Structure may be constructed within the Buffer Zone, as hereinafter defined.

(c) Fences. Existing fences may be repaired and replaced, and new fences may be built, anywhere on the Property for purposes of reasonable and customary

management of livestock and wildlife, access control and protection of crops, without any further permission of Grantee.

(d) Recreational Structures. Golf courses, athletic fields and paved airstrips are strictly prohibited.

(e) Clearing of Trees. Notwithstanding the other provisions of this Easement, neither the replacement nor the construction of any Agricultural Structure shall require the clearing of any more trees than necessary for the reasonable construction of such Agricultural Structure.

(f) Grantee's Permission. It is understood and agreed that Grantor does not have to obtain consent from Grantee for construction of the approved structures within the Farmstead Area. However, if the consent of Grantee is required for the construction of any structure or the taking of any other action on the Property, Grantor shall notify Grantee of such proposed construction or activity and provide a plan and description of the structures to be constructed, along with their location, or such other description of the activity; whereupon Grantee shall determine if such proposed construction or activity complies with the terms of this Easement and if it does, it shall give its written consent thereto. Grantor shall not begin construction or the activity without the prior written consent of Grantee, which consent shall not be withheld by Grantee if the construction or activity complies with the terms and intent of this Easement. Grantee shall grant permission or approval to Grantor only where Grantee, acting in Grantee's sole discretion and good faith, determines that the proposed action will not substantially diminish or impair the Conservation Values of the Property. Grantee shall not be liable for any failure to grant permission or approval to Grantor hereunder. Grantee shall have thirty (30) days to respond after it receives all required documentation for the proposed construction or activity, and if it fails to respond to Grantor within such time period, its consent to the proposed construction or activity shall be deemed to have been denied.

6. Utility Services and Septic System. Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services to the improvements permitted herein may be installed, maintained, repaired, removed, relocated and replaced, and Grantor may grant easements over and under the Property for such purposes. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved either within or outside the Farmstead Area, provided, however, that such fields should be maintained in a natural visual condition to the maximum extent possible and may not, in any event, detract from the Conservation Values of the Easement.

7. Right to Use Property for Agricultural Production. Grantor retains the right to use the Property for agricultural production, or to permit others to use the Property for agricultural production, in accordance with applicable law and consistent with the purposes and preservation of the Conservation Values of the Property.

As used herein, "agricultural production" shall mean the production, processing, storage or retail marketing of crops, livestock, and livestock products. For purposes hereof, crops, livestock and livestock products include, but are not limited to:

- (a) crops commonly found in the community surrounding the Property;
- (b) field crops, including, without limitation, pumpkins, corn, wheat, oats, rye, barley, hay, potatoes, cotton, tobacco, herbs and dry beans;
- (c) fruits, including, without limitation, apples, peaches, grapes, cherries, nuts and berries;
- (d) vegetables, including, without limitation, lettuce, tomatoes, snap beans, cabbage, carrots, beets, onions, mushrooms, and soybeans;
- (e) horticultural specialties, including, without limitation, sod, seeds, nursery stock, ornamental shrubs, ornamental trees, Christmas trees and flowers;
- (f) livestock and livestock products, including, without limitation, dairy cattle, beef cattle, sheep, swine, goats, horses, poultry, fowl, fur bearing animals, bees, milk and other dairy products, eggs and furs;
- (g) timber, wood, and other wood products derived from trees; and
- (h) aquatic plants and animals and their byproducts.

8. Agricultural Operations and Conservation Practices. (a) All agricultural operations on the Property (whether pertaining to crops, livestock, tree farming or otherwise), including without limitation maintaining land for pasture, shall be conducted in accordance with good practices for soil and water conservation, pest management, nutrient management and habitat protection. Such agricultural operations shall be also conducted in accordance with all applicable laws and consistent with “**Best Management Practices**,” as those practices may be identified from time to time by appropriate government or educational institutions for general application in the area in which the Property is located. All agricultural operations of the Property shall be conducted in a manner consistent with a conservation plan prepared by the Tennessee Wildlife Resources Agency or the U.S. Dept. of Agriculture, Natural Resources Conservation Service, or their successors, or by a qualified conservation professional approved by Grantee. Such conservation plan shall be updated (a) from time-to-time as may be necessary to preserve the Conservation Values of the Property; (b) at any time the basic agricultural operations on the Property materially change; and/or (c) at any time the ownership of the Property changes. The current agricultural use of the Property is consistent with the conservation purposes of this Easement, and nothing set forth in this Easement shall be deemed to prohibit the current use of the Property.

- (b) On the Property, there shall be no:
 - (i) high-density feed lots, including structures, whether for cattle, pigs, chickens or other animals;
 - (ii) commercial slaughter or animal-processing activities; or
 - (iii) industrial activities or operations,

all of which are strictly prohibited.

(c) Subject to the provisions of Section 12 of this Easement, and provided that Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing off the Property, Grantor maintains the right to use, maintain, establish, construct and improve water sources, water courses, or water bodies within the Property for the uses permitted by this Easement. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

(d) Grantor retains the right to use the Property for otherwise lawful and customary rural enterprises consistent with the agricultural nature of the Property, including without limitation processing, packaging and marketing farm products predominantly produced on the Property, repair of farm machinery or sawmills for the permitted timber activities set forth in Section 9 of this Easement.

9. Forestry Activities.

(a) All future forestry activities, if any, on the Property shall be conducted in accordance with a forestry plan that addresses forest and habitat protection and watershed conservation, including without limitation preservation of the Buffer Zone established under Section 12 of this Easement. Such forestry plan shall be developed and prepared by Grantor in conjunction with the County or State forester or forestry professional reasonably approved by Grantee and which must be reasonably satisfactory to Grantee. Grantor shall ensure the preparation and periodic updating of the forestry plan provided for in this Section 9; and such updates shall be developed and prepared in conjunction with the County or State forester or forestry professional reasonably approved by Grantee and are subject to the reasonable approval of Grantee. Notwithstanding the foregoing, Grantor shall be permitted to (a) remove, harvest or cut dead and diseased trees, (b) to remove trees that pose a threat of personal injury or property damage, (c) to cut wood for use on the Property, including firewood and the construction of fences or buildings, and (d) to cut trees to create firebreaks.

(b) The cutting, removal or harvesting of trees, including commercial timber harvesting, may be undertaken only if consistent with the plan described above, or with a forestry plan provided by a certified forester agreed upon by Grantor and Grantee, and consistent with generally accepted "Best Management Practices," as those practices may be identified from time to time by appropriate governmental or educational institutions, and in a manner not wasteful of soil resources or detrimental to water quality, wildlife habitat, or watershed conservation. Grantor and Grantee acknowledge that single tree selection is the preferred method. Nothing set forth in the Easement shall be deemed to prohibit the clearing of trees for agricultural purposes, consistent with Best Management Practices.

(c) The removal of timber shall in any event comply with the provisions of Section 12 of this Easement regarding the Buffer Zone, as hereinafter defined.

10. Mining.

(a) The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substance, using any method whatsoever, is prohibited, except that Grantor shall have the right to grade and extract soil, sand, gravel or rock from the

Property on a limited basis, solely for and/or in connection with the agricultural operations being conducted on the Property, without the necessity of obtaining the prior written consent of Grantee thereto. The mineral rights to the Property or any portion thereof shall not be separated or conveyed separate from the surface rights.

(b) To the extent permitted under Section 170(h)(5) of the Code and applicable Treasury Regulations, Grantor may remove soil, sand and gravel for construction and maintenance of farm roads or other improvements or driveways on the Property as permitted by the Easement, subject to the following conditions:

(i) Said removal is (a) limited and localized in impact, affecting no more than one (1) acre of the Property in the aggregate at any one time; (b) not taken from land within the 100 year flood plain or any Buffer Zone, as hereinafter defined; and (c) not irretrievably destructive of significant conservation interests;

(ii) Grantor shall use all practical means to mitigate any adverse effect of the Conservation Values of the Property in carrying out said permitted extractive activities; and

(iii) Upon completion of said activities, Grantor shall promptly restore any portion of the Property affected to as near as possible to its condition existing prior to the activity.

11. Road and Farm Road Construction. Although no public roads shall be constructed on the Property, farm roads may hereafter be constructed on the Property where needed to conduct agricultural operations on the Property or to provide access to the permitted residences. Farm roads on the Property shall not be paved or concreted or consist of other nonpermeable surfaces, but may be graveled; provided, however, that roadways or driveways connecting the Main House and the Farmstead Area to a public right of way may be paved in Grantor's discretion. Such farm roads hereafter constructed on the Property shall not substantially diminish or impair the Conservation Values of the Property as compared to those conditions existing on the date of this Easement. Prior to the commencement of construction of any such farm road, Grantor shall notify Grantee of Grantor's intended construction of the farm road, but the failure to so notify Grantee shall not impair the rights retained by Grantor hereunder.

12. Buffer Zone. There is hereby established on the Property a riparian buffer zone (the "**Buffer Zone**") consisting of an area twenty five feet (25') from the top of bank of _____ Creek and the two unnamed tributaries, as such banks may be altered from time to time. In order to preserve water quality and wildlife habitat, Grantor shall allow the Buffer Zone to remain in or return to its natural and undisturbed state, but may make such improvements as will improve the banks, watercourses or water quality within the Buffer Zone or is necessary to allow human access for viewing and enjoying said creek and tributaries. Trees within the Buffer Zone may be cut but only if done in accordance with Best Management Practices referred to in Section 8 and the conservation plan described in Section 9. The use of pesticides, the clearing of land, or the alteration of banks within the Buffer Zone shall be accomplished only after the written consent of Grantee has been obtained pursuant to the provisions of Section 5(e) of this Easement. No Agricultural Structure may be built within the Buffer Zone. Notwithstanding the foregoing,

Grantor may remove ground cover or trees within the Buffer Zone to maintain access to _____ Creek.

13. Recreational and Educational Purposes. Grantor retains the right to use the Property for lawful passive recreational uses not involving permanent improvements or structures, including, but not limited to, hunting, fishing, boating, camping, hiking, horseback riding, picnics, social events, farm tours, nature interpretation and other educational programs (including the creation of limited, unpaved hiking and horseback trails). Commercial recreational activities that exceed the de minimus standard set forth in Section 2031(c)(8)(B) of the Code are prohibited.

14. Subdivision. The further subdivision of the Property, whether by physical or legal process, is prohibited. Without limiting the foregoing, the term “subdivision” shall not be limited by any statutory definition that limits the concept of subdivision. The Property may be transferred, encumbered, mortgaged or conveyed, and the provisions of this Easement shall continue to encumber the Property.

15. Development Rights. Except as specifically reserved or permitted in this Easement, Grantor hereby grants, remises, releases and forever quitclaims to Grantee all development rights that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described.

16. Trash. The dumping or accumulation of any kind of trash or refuse on the Property, other than agricultural-related trash and refuse produced on the Property, which must be disposed of in accordance with prudent agricultural practices and shall not be kept in an unsanitary condition or other way that materially diminishes the Conservation Values of the Property, is strictly prohibited. However, this shall not prevent the storage of agricultural products and byproducts on the Property, so long as it is done in accordance with all applicable government laws and regulations. Any residential or other trash or refuse shall not be accumulated or dumped on the Property but must be disposed of in accordance with applicable government laws and regulations.

17. Rights Retained by Grantor. As owner of the Property, Grantor retains the right to perform any act not specifically prohibited or limited by this Easement or granted to Grantee hereunder. These ownership rights include, but are not limited to, the right to exclude any member of the public from trespassing on the Property, the right to lease, sell, encumber or otherwise transfer the Property, and to grant easements over and through the Property to anyone Grantor chooses, provided that any such action shall be in accordance with terms of this Easement.

18. Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, this shall apply to:

(a) Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any

taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

(b) Upkeep and Maintenance. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

(c) Liability and Indemnification. If Grantee is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property, Grantor shall indemnify and reimburse Grantee for these payments, as well as for reasonable attorneys' fees and other expenses of defending itself, unless Grantee or any of its agents have committed a deliberate act that is determined by a court to be the sole cause of the injury or damage. If Grantor is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property as a result of a deliberate act of Grantee or any of its agents that is determined by a court to be the sole cause of the injury or damage, Grantee shall indemnify and reimburse Grantor for these payments, as well as for reasonable attorneys' fees and other expenses of defending Grantor.

19. Enforcement.

(a) Grantee shall have the right to prevent and correct violations of the terms of this Easement pursuant to the terms of this Section 19. Grantee may enter the Property for the purpose of inspecting for violations or for compliance with the terms of this Easement, 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. If at any time Grantee finds what it believes is a violation, it may at its discretion take appropriate legal action. Except when an ongoing or imminent violation could irreversibly diminish or impair the open space character, agricultural productivity, scenic qualities or Conservation Values of the Property, Grantee shall give Grantor written notice in accordance with Section 26 of this Easement of the violation and thirty (30) days to correct such violation, before filing any legal action. If a court with jurisdiction determines that a violation may exist or has occurred, Grantee may obtain an injunction to stop it, temporarily or permanently. A court may also issue an injunction requiring Grantor to restore the Property to its condition prior to the violation. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later time. In addition to injunctive remedies, Grantee shall have the right to seek the following remedies against Grantor or any other person legally responsible in the event that a court finds that a violation of this Easement exists or has occurred: (a) monetary damages, including damages for the loss of the Conservation Values protected by the Easement; (b) restoration of the Property to its condition existing prior to such violation, including the removal of offending structures; and (c) any other remedies available at law or in equity.

(b) If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the open space character, agricultural productivity, scenic qualities or Conservation Values of the Property, Grantee

may pursue its remedies under this Section 19 without prior notice to Grantor or without waiting for the period provided for the cure to expire. In such case, Grantee shall use reasonable efforts to notify Grantor of such circumstances and proposed action, but the failure to provide such notice shall not limit Grantee's rights under this paragraph.

(c) Waiver of any violation or breach of this Easement shall not operate as a waiver of any future or continuing violation or breach. Failure to enforce any term or provision of this Easement shall not operate thereafter as a waiver of such term or provision.

(d) In the event that Grantee brings suit to enforce the terms of this Easement, Grantee shall be entitled to recover all reasonable costs incurred in such litigation, including reasonable attorney's fees.

20. Transfer of Easement.

(a) If Grantee dissolves, ceases to exist, is unable or unwilling to carry out its responsibilities under this Easement, or no longer qualifies under § 170(h) of the Code, then it shall have the right to transfer the conservation easement created by this Easement, and the rights and obligations created hereunder, to any public agency or private nonprofit organization that, at the time of transfer, is a “**qualified organization**” under § 170(h) of the Code, but only if the agency or organization expressly agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee ever dissolves, ceases to exist, or no longer qualifies under § 170(h) of the Code and a transfer has not been made pursuant to the foregoing sentence, a court with jurisdiction shall transfer this conservation easement, and the rights and obligations created hereunder, to another qualified organization having similar purposes that agrees to assume the responsibility. Except as permitted under this Section 20, Grantee shall not otherwise transfer the conservation easement or the rights and obligations hereunder.

(b) Upon such transfer pursuant to this Section 20, all records, plans and documents with respect to the conservation easement and the Property in Grantee's possession shall be provided to such qualified transferee organization to help provide it with an understanding of the Property, the operations thereon, and the conservation easement.

21. Transfer of Property. Any time the Property itself, any part thereof, or any interest therein, is transferred by Grantor to any third party, Grantor shall notify Grantee in writing thirty (30) days prior to such transfer, and the document of conveyance shall expressly refer to this Easement and recite that the Property is subject to this Easement. The failure of Grantor to so notify Grantee shall not impair Grantor's right to transfer the Property. After such transfer, the transferring party shall thereafter have no rights or interest in this Easement, and shall have no liability for any violations of this Easement occurring after the effective date of such transfer, but such transfer shall not affect the continued obligation of any party for matters arising prior to such transfer.

22. Effectiveness of Easement; Amendments. This Easement shall be effective upon execution and enforceable against third parties from and after the time it is recorded with the Register's Office of the county in which the Property is located. This Easement may be

amended only with the written consent of Grantee and Grantor. Any such amendment shall be consistent with the purposes as stated hereinabove and shall comply with § 170(h) of the Code. Additionally, any such amendment shall be effective and enforceable as to third parties from and after the time that such amendment is recorded with the Register's Office of the county in which the Property is located.

23. Termination of Easement. The parties hereto stipulate and agree that this Easement is a real property interest which immediately vests in Grantee, and which Grantor and Grantee stipulate to have a fair market value that shall be determined by multiplying the fair market value of the Property unencumbered by the Easement by a ratio of the value of the Easement as of the date hereof to the value of the Property as of the date hereof without deduction for the value of the Easement. The ratio of the value of the Easement to the value of the Property unencumbered by this Easement shall remain constant and shall be used in determining what amount of proceeds Grantee shall receive should this Easement be terminated or extinguished for any reason. Such ratio of the value of the Easement to the value of the Property unencumbered by this Easement shall be as determined by an appraiser licensed by the State of Tennessee reasonably acceptable to Grantor and Grantee and conducted at Grantor's sole expense. If condemnation of a part of the Property or of the entire Property by a public authority renders it impossible to fulfill any of these conservation purposes, as determined by Grantee, in the exercise of its discretion, the Easement may be terminated through condemnation proceedings and 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. If the Easement is terminated and the Property is sold or taken for public use, then, Grantee shall be entitled to a percentage of the gross sale proceeds or condemnation award equal to the ratio of the fair market value of the Easement to the fair market value of the Property unencumbered by the Easement, as these values are determined as set forth above on the date of this Easement. Grantee shall use its portion of such proceeds consistently with the conservation purposes of this Easement.

24. Interpretation; Captions; Severability. This Easement shall be interpreted under the laws of the State of Tennessee, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes. The captions in this Easement are for reference purposes only and shall not define, limit or expand the meaning or application of any term, paragraph or section contained herein. This Easement is severable, such that the invalidity, illegality or unenforceability of any term or provision contained herein shall not affect the validity, legality or enforceability of the other provisions in this Easement.

25. Perpetual Duration. The Easement shall be a servitude running with the land in perpetuity. Every provision of this Easement that applies to Grantor or Grantee shall also apply to their respective agents, heirs, personal and legal representatives, assigns and all other successors as their interests may appear.

26. Notices. Any notices required by this Easement shall be in writing and shall be personally delivered or sent by first class mail, return receipt requested, to Grantor and Grantee respectively at the following addresses, unless a party has been notified by the other of a change of address:

To Grantor: _____

With a copy to: _____

To Grantee: The Land Trust for Tennessee, Inc.
209 10th Avenue South, Suite 530
P. O. Box 23473
Nashville, Tennessee 37202

With a copy to: Stites & Harbison PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219
Attention: J. Bryan Echols, Esq.

In the event that a party to this Easement shall transfer such party's interest in the Property or under this Easement by conveyance, distribution, operation of law or otherwise, the transferee of such interest shall provide the nontransferring party with written notice of the change of address to which notice is to be sent hereunder.

27. Environmental Matters. Grantor has no actual knowledge of a material release or threatened release of hazardous substances or wastes on the Property in violation of federal, state or local laws, statutes, regulations or ordinances, or the Property's use as a landfill or dump, and hereby promises to defend and indemnify Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with any release of hazardous waste, use of the Property as a landfill or dump, or violation of any federal, state or local environmental laws. Notwithstanding the foregoing, Grantor shall have no obligation to defend or indemnify Grantee against litigation, claims, demands, penalties, damages, or attorneys' fees arising out of or with respect to releases of hazardous substances or wastes caused by Grantee or any of its agents.

28. Subordination; Liens. No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property as collateral for borrowing, provided that any deed of trust, mortgage or lien arising from such a borrowing shall be subordinate to this Easement. On the date of this Easement and of its recording in the Register's Office for the county in which the Property is located, the Property and the Easement shall be free of or superior in priority to any deed of trust, mortgage or lien.

29. Acceptance. As evidenced by the signature of Grantee's duly authorized officer affixed hereto, Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Easement.

30. Counterpart Execution. This Easement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

31. Conveyance. This Easement and the conservation easement herein described are quitclaimed subject to such limitations, covenants and restrictions as may affect the Property, but the parties hereto specifically agree to comply with all of the terms and provisions herein contained.

[COUNTERPART EXECUTION PAGES FOLLOW]

CONSERVATION EASEMENT
COUNTERPART EXECUTION PAGE

IN WITNESS WHEREOF, the undersigned, intending to legally bind themselves, have executed this Easement as of the date first written above.

GRANTOR:

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Personally appeared before me, Melinda A. Gray, a Notary Public of said County and State, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at Office in Franklin, Tennessee, this 20th day of _____
_____, _____.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Personally appeared before me, Melinda A. Gray, a Notary Public of said County and State, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal, at Office in Franklin, Tennessee, this 20th day of _____
_____, _____.

Notary Public
My Commission Expires: _____

CONSERVATION EASEMENT
COUNTERPART EXECUTION PAGE

IN WITNESS WHEREOF, the undersigned, intending to legally bind itself, has executed this Easement as of the date first written above.

GRANTEE:

THE LAND TRUST FOR TENNESSEE,
INC., a Tennessee nonprofit corporation

By: _____
JEAN C. NELSON
President and Executive Director

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Personally appeared before me, Melinda A. Gray, the undersigned, a Notary Public in and for said State and County, JEAN C. NELSON, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the President and Executive Director of the maker, THE LAND TRUST FOR TENNESSEE, INC., and is authorized by the maker to execute this instrument on behalf of the maker.

Witness my hand and seal, at Office in Franklin, Tennessee, this 20th day of _____
_____, _____.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

The actual consideration for this transfer is **NONE**.

Affiant

Subscribed and sworn to before me on this
20th day of _____, _____.

NOTARY PUBLIC

My Commission Expires:_____

EXHIBIT A
PROPERTY DESCRIPTION