

1 OF 1

SHEET NO.

20-091

PROJECT NO.

BOUNDARY SURVEY FOR
THE NATURE CONSERVANCY

2ND CIVIL DISTRICT OF
HARDIN COUNTY, TENNESSEE

APPROVED BY:
WRA

DRAWN BY:
LJP

1" = 300'
SCALE
06/17/2020
DATE

EXHIBIT "A(1)"

DESCRIPTION OF A
417.40 ACRE TRACT
FOR THE NATURE CONSERVANCY

A tract or parcel of land, lying and being situated in the 2nd Civil District of Hardin County, Tennessee, being the property conveyed to The Nature Conservancy by deeds recorded in Will Book 13, Page 298, Deed Book 73, Page 87, Deed Book 139, Page 454 and Deed Book 155, Page 65, in the Registers Office of said county (R.O.H.C.) and being more particularly described as follows:

BEGINNING on a Steel Fence Post Found, in the south right-of-way of State Highway 203 (Pinhook Road), (based on a total width of 50 feet), being the northwest corner of a tract conveyed to Charles Edwin Head and wife Amanda Turner by deed recorded in Record Book 717, Page 567 (R.O.H.C.) and the northeast corner of the herein described tract;

RUNS THENCE S 04° 35' 16" W, a distance of 1,671.51 feet, along and with the west boundary of said Head tract, being the east boundary of the herein described tract, to an Iron Rod Found, being a point in the west boundary of said Head tract, a northeast corner of a tract conveyed to Ross Forest Partnership by deed recorded in Record Book 210, Page 661 (R.O.H.C.) and an exterior corner of the herein described tract;

RUNS THENCE N 86° 05' 25" W, a distance of 531.10 feet, along and generally with a Painted Line, being the north boundary of said Ross tract and the south boundary of the herein described tract, to an Iron Rod Found, being an exterior corner of said Ross tract and an interior corner of the herein described tract;

RUNS THENCE S 04° 27' 07" W, a distance of 3,292.62 feet, along and generally with a Painted Line, being the west boundary of said Ross tract and the east boundary of the herein described tract, to an Iron Rod Found, being an interior corner of said Ross tract and the southeast corner of the herein described tract;

RUNS THENCE N 86° 52' 58" W, a distance of 2,864.82 feet, along and generally with a Painted Line, being the north boundary of said Ross tract and the south boundary of the herein described tract, to an Iron Rod Found, being an interior corner of said Ross tract and the southwest corner of the herein described tract;

RUNS THENCE N 07° 02' 40" E, a distance of 1,560.92 feet, along and generally with a Painted Line, being the east boundary of said Ross tract and the west boundary of the herein described tract, to an Iron Rod Found, being an exterior corner of said Ross tract and an interior corner of the herein described tract;

RUNS THENCE N 82° 57' 20" W, a distance of 133.69 feet, along and with the north boundary of said Ross tract, being the south boundary of the herein described tract, to an Iron Rod Found, being an interior corner of said Ross tract and an exterior corner of the herein described tract;

RUNS THENCE N 07° 14' 43" E, a distance of 1,197.06 feet, along and generally with a Painted Line, being the east boundary of said Ross tract and the west boundary of the herein described tract, to an Iron Rod Found, being an exterior corner of said Ross tract, a southeast corner of a tract conveyed to Donna Holloway, Greg Franks, Stacy Franks and Leta Bingham by deed recorded in Record Book 690, Page 735 (R.O.H.C.) and an interior corner of the herein described tract;

RUNS THENCE N 07° 14' 43" E, a distance of 2,527.81 feet, along and generally with a Painted Fence Line, being the east boundary of said Holloway tract and the west boundary of the herein described tract, to a Rock Found, being an exterior corner of said Holloway tract and an interior corner of the herein described tract;

RUNS THENCE N 82° 36' 20" W, a distance of 136.15 feet, along and with the north boundary of said Holloway tract, being the south boundary of the herein described tract, to a point, in the centerline of a Ditch, being an interior corner of said Holloway tract and an exterior corner of the herein described tract;

RUNS THENCE along and generally with said Ditch, being the east boundary of said Holloway tract and the west boundary of the herein described tract as follows:

N 04° 35' 06" W, a distance of 178.00 feet,
N 09° 46' 48" E, a distance of 1,229.17 feet, to a point, in the centerline intersection of said Ditch and Turkey Creek, being an exterior corner of said Holloway tract and an interior corner of the herein described tract;

RUNS THENCE along and with said Turkey Creek, being the north boundary of said Holloway tract and the south boundary of the herein described tract as follows:

N 64° 49' 32" W, a distance of 187.58 feet,
N 78° 37' 55" W, a distance of 178.31 feet,
N 38° 22' 23" W, a distance of 151.80 feet,
N 82° 48' 45" W, a distance of 201.05 feet, to a point, in said Turkey Creek, being an interior corner of said Holloway tract and an exterior corner of the herein described tract;

RUNS THENCE N 09° 15' 47" E, a distance of 246.52 feet, along and with the east boundary of said Holloway tract, being the west boundary of the herein described tract, to a #4 Rebar Set, in the south right-of-way of the aforementioned State Highway 203, being the northeast corner of said Holloway tract and the northwest corner of the herein described tract;

RUNS THENCE along and with the south right-of-way of said State Highway 203, being the north boundary of the herein described tract as follows:

S 65° 31' 12" E, a distance of 280.33 feet,
S 61° 34' 47" E, a distance of 459.61 feet,
S 60° 30' 52" E, a distance of 83.78 feet,
S 60° 00' 10" E, a distance of 182.78 feet,
S 59° 44' 05" E, a distance of 116.18 feet,
S 59° 10' 27" E, a distance of 125.10 feet,
S 58° 04' 30" E, a distance of 203.02 feet,
S 56° 47' 33" E, a distance of 138.46 feet,
S 56° 17' 22" E, a distance of 133.60 feet, to a #4 Rebar Set, in said right-of-way,
being the northwest corner of a tract conveyed to Tammy L. Neill by deed recorded in
Record Book 724, Page 686 (R.O.H.C.) and an exterior corner of the herein described
tract;

RUNS THENCE S 31° 39' 08" W, passing a #4 Rebar Set, at a distance of 339.65 feet,
continuing a distance of 55.00 feet, for a total distance of 394.65 feet, along and generally
with a Fence, being the west boundary of said Neill tract and the east boundary of the
herein described tract, to a point, in Turkey Creek, being an exterior corner of said Neill
tract and an interior corner of the herein described tract;

RUNS THENCE along and generally with said Turkey Creek, being the west boundary
of said Neill tract and the east boundary of the herein described tract as follows:

S 69° 30' 05" E, a distance of 58.41 feet,
S 03° 34' 04" E, a distance of 243.45 feet, to a point, in said Creek, being the
southwest corner of said Neill tract and an interior corner of the herein described tract;

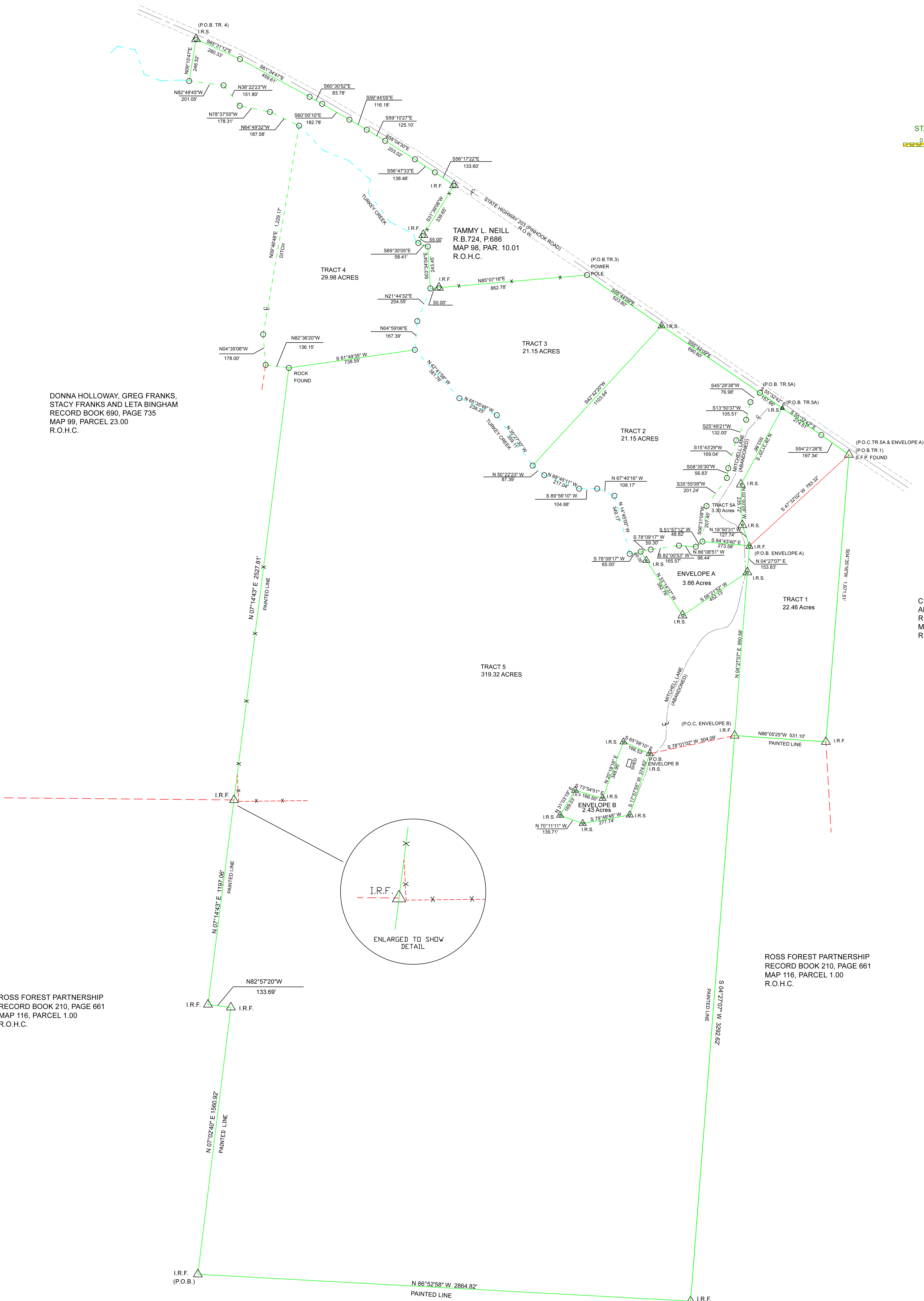
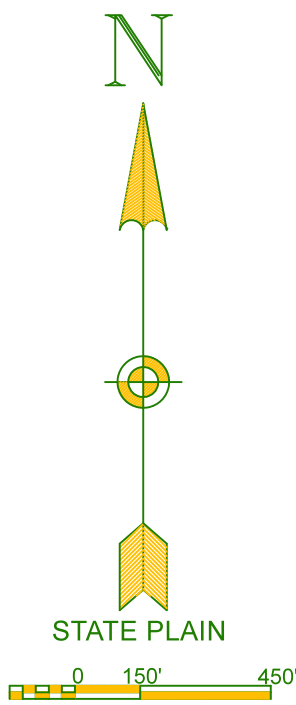
RUNS THENCE N 85° 07' 16" E, passing a #4 Rebar Set, at a distance of 50.00 feet,
continuing a distance of 862.78 feet, for a total distance of 912.78 feet, along and
generally with a Fence, being the south boundary of said Neill tract, being the north
boundary of the herein described tract, to a Power Pole Found, in the south right-of-way
of the aforementioned State Highway 203, being the southeast corner of said Neill tract
and an exterior corner of the herein described tract;

RUNS THENCE along and with the south right-of-way of said State Highway 203, being
the north boundary of the herein described tract as follows:

S 55° 44' 09" E, a distance of 1,214.40 feet, to a point, in the centerline of Turkey
Creek,

S 55° 32' 42" E, a distance of 432.18 feet,
S 54° 21' 28" E, a distance of 197.34 feet, to the POINT OF BEGINNING,
containing 417.40 acres of land, more or less.

EXHIBIT "R"



DONNA HOLLOWAY, GREG FRANKS,
STACY FRANKS AND LETA BINGHAM
RECORD BOOK 690, PAGE 735
MAP 99, PARCEL 23.00
R.O.H.C.

CHARLES EDWIN HEAD & WIFE
AMANDA TURNER HEAD
RECORD BOOK 717, PAGE 567
MAP 98, PARCEL 15.00
R.O.H.C.

ROSS FOREST PARTNERSHIP
RECORD BOOK 210, PAGE 661
MAP 116, PARCEL 1.00
R.O.H.C.

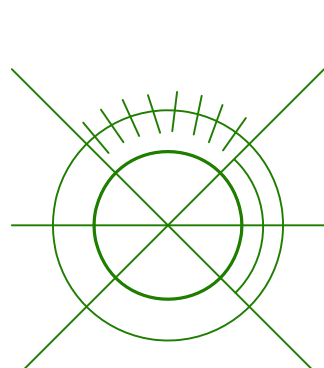
ROSS FOREST PARTNERSHIP
RECORD BOOK 210, PAGE 661
MAP 116, PARCEL 1.00
R.O.H.C.

ROSS FOREST PARTNERSHIP
RECORD BOOK 210, PAGE 661
MAP 116, PARCEL 1.00
R.O.H.C.

S.F.P. INDICATES STEEL FENCE POST
I.R.F. INDICATES IRON ROD FOUND
I.R.S. INDICATES #4 REBAR SET

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE
REQUIREMENTS FOR A CATEGORY III SURVEY IN TENNESSEE AND
THAT THE SURVEY IS TRUE AND CORRECT TO THE BEST OF MY
KNOWLEDGE AND BELIEF.
SURVEY MADE WITHOUT THE BENEFIT OF A TITLE REPORT

PLAT CABINET 9, SLIDE 64
TAX REFERENCE MAP 98, PARCEL 10.00
SOURCE OF TITLE: RECORD BOOK 736, PAGE 253
R.O.H.C.



DATE	DESCRIPTION	BY:
09/27/21	REVISED TRACT 5	L.J.P.
02/11/22	PARTITION OF PREVIOUS SURVEY 20-091 FOR HOME SITES	L.J.P.
02/24/22	REVISION OF TR. 5A AND ENVELOPE A	L.J.P.

EXHIBIT "C"

Prepared by and return to:
TennGreen Land Conservancy
1213A 16th Avenue South
Nashville, TN 37212

NEILL FOREST
DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (this “Conservation Easement or Easement”) is made and entered into as of this _____ day of _____, 2022, by and between The Nature Conservancy, a non-profit corporation organized under the laws of the District of Columbia, having a local address of 2 Maryland Farms, Suite 150, Brentwood, TN 37207 (together with its successors and assigns, hereinafter collectively referred to as “Landowner,”) and the TennGreen Land Conservancy, its successors and assigns (hereinafter “Holder”) a Tennessee nonprofit corporation, whose address is 1213A 16th Avenue South, Nashville, TN 37212.

RECITALS:

- A. Landowner is the owner in fee simple of certain real property (“Protected Property”) known as Neill Forest located on Highway 203 Savannah, TN 38372 (a portion of Tax Map 98, Parcel 010.00) in Hardin County, Tennessee, and is more particularly described in Exhibit A attached hereto and incorporated herein by reference;
- B. The Protected Property consists of 319.32 acres, more or less, that includes significant natural resources, of great importance to the Holder, Landowner, the people of Hardin County, the West Tennessee region, and the people of the State of Tennessee;
- C. The Holder’s mission is to protect land where people and nature can thrive;
- D. Waters on the Protected Property drain to the Turkey Creek HUC 12 Watershed (060400010303) which according to TN Dept. of Environment and Conservation Data of Rare Species contains two species designated as Endangered (E) and Special Concern (S) pursuant to State Authority: T.C.A. §§ 4-5-201, et seq. and 70-8-301, et seq. effective September 7, 2020;
- E. The Protected Property is located within Hardin County, TN which contains 45 rare species according to the TN Dept. of Environment and Conservation, Division of Natural Areas, Data of Rare Species;
- F. The Protected Property is located within the Wolf-Pit-Ridge USGS Quadrangle which contains five rare species according to TN Dept. of Environment and Conservation, Division of Natural Areas, Data of Rare Species;

- F. Eight rare species have been documented within five miles of the Protected Property according to data provided by the TN. Dept. of Environment and Conservation, Division of Natural Area, Data of Rare Species;
- G. The Protected Property is located within 13 miles of seven properties owned and managed by the State of Tennessee which includes Arnold Hollow Wildlife Management Area (WMA), Browntown WMA, Dry Creek WMA, Beason Creek Public Hunting Area, Chambers Creek WMA, Walker Branch State Natural Area and Pickwick Landing State Park;
- H. The, Protected Property is located within twelve miles of two private properties protected with conservation easements;
- I. The Protected Property exhibits regions of Medium and High combined conservation priority according to the Tennessee State Wildlife Action Plan (TN-SWAP);
- J. The Protected Property is located within the Tennessee River Conservation Opportunity Area, as described by the TN-SWAP;
- K. Habitat within the Protected Property meets criteria of Low to High Protection Priority as described by the Tennessee Wildlife Legacy Plan;
- L. The Protected Property lies within an area of High conservation value according to the Southeast Conservation Blueprint, a spatial plan that identifies important areas for conservation and restoration across the Southeast and Caribbean;
- M. The Protected Property exhibits Above Average characteristics for Terrestrial Climate Resilience, as described by The Nature Conservancy's (TNC) Resilient and Connected Landscapes Mapping;
- N. The Protected Property exhibits Slightly Above Average characteristics for Local Connectedness, as described by TNC's Resilient and Connected Landscapes Mapping;
- O. The Protected Property exhibits Far Above Average characteristics for Landscape Diversity, as described by TNC's Resilient and Connected Landscapes Mapping;
- P. The Protected Property further consists of natural areas of significant ecological, scenic, and aesthetic value, and has substantial value and potential as open space, and as a natural, ecological, and scientific resource;
- Q. The Protected Property is considerably variable in topography and is home to a variety of different forest types and unique, interesting water features. It harbors bottomland hardwood forests, northern mesic coves, and dry upland oaks, hickories, and shortleaf pine. While much of the Protected Property has been managed through timber harvesting and agricultural use, pockets of late successional forests displaying old growth characteristics exist on site. Forest stands containing high quality white oak and shortleaf pine can be found on upland slopes and an abundance of natural springs, vernal pools, and small waterfalls dot the landscape. River floodplain forests and

wetlands along Turkey Creek round out an extremely diversified property. The combination of diversified landscapes that add ecological value, promote biodiversity, and create resilient forests that are better adapted to climate change, make the Protected Property exceptional;

- R. Holder, whose primary purpose is the protection of an interconnected system of open space, wildlife habitat, parks and greenways in their natural, scenic, agricultural, forested and/or open space condition, is a publicly-supported, tax-exempt nonprofit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, as amended (the “Code”) and is qualified as a “Holder” under Tennessee Code Annotated (“TCA”) 66-9-303(3)(B);
- S. The Tennessee Conservation Easement Act of 1981, as amended through the date hereof (the “Act”), TCA 66-9-301 et seq., permits the creation of conservation easements for the purposes of, among other things, retaining or protecting natural, scenic, historic, or open space values of real property; assuring its availability for agricultural, forest, recreational, educational or open space use; protecting natural features and resources; maintaining or enhancing air and water quality; or preserving the natural, historic, architectural, archeological or cultural aspects of real property; and whereas, Landowner and Holder wish to avail themselves of the provisions of the Act without intending that the existence of this Conservation Easement be dependent on the continuing existence of such law;
- T. Landowner and Holder recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Protected Property, and have the common purpose of the conservation and protection in perpetuity of the Protected Property as “a relatively natural habitat of fish, wildlife or plants or similar ecosystem” as that phrase is used in 26 USC 170(h)(4)(A)(ii) of the Code, and in regulations promulgated thereunder by placing voluntary restrictions upon the use of the Protected Property and by providing for the transfer from the Landowner to the Holder of affirmative rights for the protection of the Protected Property; and so as to qualify as a contribution of a “qualified conservation contribution” as that term is defined under Section 170(h)(2)(C) of the Code;
- U. On June 4, 2021, Grantee’s Board of Directors approved acceptance of this Conservation Easement because it fulfills the requirements of Grantee’s Selection Criteria;
- V. The attributes of the Protected Property described in the above recitals are collectively referred to in this Conservation Easement as the “Conservation Values”;
- W. The Conservation Values are more particularly documented in an inventory of relevant features of the Protected Property, and are on file at the offices of Landowner and Holder and incorporated by this reference (herein referred to as the “**Baseline Documentation Report**”), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Protected Property at the time of this Easement and which is intended to serve

as an objective information baseline for monitoring compliance with the terms of this Easement.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Tennessee and in particular the Act, Landowner hereby voluntarily grants and conveys to Holder a Conservation Easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth.

SECTION 1 PURPOSE

Purpose. It is the purpose of this Easement to assure that the Protected Property will be retained forever predominantly in its natural, scenic, forested, and open space condition as evidenced by the Baseline Documentation Report and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property, its wildlife habitat, and/or natural resources. Landowner intends that this Easement will confine the use of the Protected Property to those activities and uses which are consistent with and in furtherance of the purpose of this Easement (“Purpose”).

SECTION 2 HOLDER’S AFFIRMATIVE RIGHTS

Holder’s Rights. The following rights are hereby conveyed to Holder:

- (a) To preserve and protect the conservation values of the Protected Property as shown in the Baseline Documentation Report.
- (b) To enter upon the Protected Property at reasonable times in order to monitor Landowner’s compliance with the terms and conditions of this Easement, provided that such entry shall be upon prior notice to Landowner and shall not unreasonably interfere with Landowner’s use and quiet enjoyment of the Protected Property.
- (c) To prevent any activity or use of the Protected Property that is inconsistent with the Purpose of this Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use as defined in this Easement.

SECTION 3 RIGHTS AND RESTRICTIONS

In the furtherance of the foregoing rights and restrictions, Landowner states and agrees that the following uses and practices, though not an exhaustive recital of the uses and practices that may affect the Conservation Values of the Easement, are hereby addressed as further statements of Landowner’s rights and restrictions. Notwithstanding any provision to the contrary contained in this Easement, Landowner reserves for itself, its successors and assigns, the rights set forth in this Section Three (Reserved Rights), as well as all rights accruing from Landowner’s ownership of the Protected Property. The exercise of all Reserved Rights will be in full accordance with all

applicable local, state and federal laws and regulations, as well as in accordance with the Purpose of this Easement. Landowner hereby agrees to give written notice to the Holder sixty (60) days prior to exercising any Reserved Rights that require Holder's permission to exercise.

- 3.1 Use and Enjoyment. The right to reside on the Protected Property as well as use and enjoy the Protected Property in any way which is not expressly prohibited or which may be detrimental to the intent and Purpose of this Easement, as well as its Conservation Values as defined in the Baseline Documentation Report.
- 3.2 Commercial and Industrial Activity. The right to conduct any commercial or industrial activity that is not inconsistent with the Purpose of this Easement or specifically prohibited by this Easement. Specifically, timber harvesting operations conducted as set forth below, are deemed not to have sufficient impact to harm the Conservation Values of the Protected Property.
- 3.3 Division/Partition. The Protected Property may be divided, partitioned in kind, subdivided, or conveyed into no more than two (2) parcels (each being a Divided Parcel), with each consisting of no fewer than One Hundred (100) acres, and each containing a Building Envelope (defined below), after which neither Divided Parcel may be further divided, subdivided or partitioned in kind. Any division or subdivision must conform to applicable federal, state or local laws or regulations; Landowner shall be solely responsible for securing any required governmental approval, and Holder makes no representation that any division authorized under this Subsection will be approved by governing authorities.
- 3.4 Buildings and Structures. There shall be no construction or placing of buildings or other structures including, but not limited to, residential dwellings or facilities on the Protected Property other than those existing at the time of this Easement, as shown in the Baseline Documentation Report, and those permitted elsewhere in this Section 3.4.
 - (a) Existing Structures. Only one (1) structure exists on the Protected Property and is located within Building Envelope B as shown on **Exhibit B** to this Easement and in the Baseline Documentation Report. Landowner shall have the right to maintain, reconstruct and renovate the structure, and to replace the existing structure in substantially the same location with a structure of like size and use Landowner shall provide Holder with sixty (60) days written notice prior to any tear down or reconstruction of the structure. It may be used by Landowner to support any use allowed on the Protected Property, but it may not be used as a residence.
 - (b) Permitted New Construction.
 - (i) The construction, repair and replacement of one (1) residential structure (hereinafter "Residence") shall be allowed, within each of the two (2) Building Envelopes delineated in **Exhibit B** to this Easement.
 - (ii) Within each Building Envelope, Landowner shall have the right to construct, locate, maintain, repair and use minor ancillary structures,

including but not limited to, outdoor walkways, outdoor furniture, decks and patios attached to the residences, ground level or elevated gardens, flower boxes, garden fencing, low stone walls, bird feeders, bird houses, sandboxes, swing sets, other similar outdoor play devices for children, chicken coops, rabbit hutches, bee hives, dog kennels (all inclusively and hereinafter defined as “Minor Improvements”) provided they are designed and used primarily to benefit residents of the Protected Property and located within a Building Envelope. . Landowner need not secure approval from Holder prior to the construction or use of such Minor Improvements. The stabling or housing of horses within a Building Envelope (or anywhere on the Protected Property) is prohibited.

- (iii) No portion of any Residence or Minor Improvements constructed within a Building Envelope may be located within fifty feet (50’) of a “Blue Line Stream” shown on the United States Geological Survey topography map that contains the Protected Property.
- (iv) Fences may be built for purposes of reasonable and customary management of the Protected Property or to define residential areas. Fences and gates permitted herein shall be similar in materials, construction, and design to fencing commonly used in the vicinity of the Protected Property. Fencing shall be located and constructed so as to cause minimum impact to existing natural conditions, not obstruct public views and vistas, and not diminish the Conservation Values of the Protected Property.

(c) Energy Development Structures. Landowner shall retain the right to the placement or construction of facilities for the development and utilization of energy resources for use principally on the Protected Property; provided that the design and location of any such facilities shall be subject to the prior written approval of Holder.

(d) Recreational Structures. Golf courses, athletic fields and paved airstrips are strictly prohibited. Picnic shelters, gazebos, barbecue pits and other similar recreational structures utilized to enjoy the scenic beauty of the Protected Property may be built for the private recreational enjoyment of Landowner and Landowner’s guests inside the building envelopes without Holder’s consent. Landowner shall obtain Holder’s prior written permission, in accordance with this Easement, to construct, install, or erect any such recreational structure outside the Building Envelopes.

3.5 Roads and Parking Lots. Landowner may maintain and improve the existing Mitchell Lane as shown on Exhibit B to provide access to the Protected Property and the Building Envelopes. Mitchell Lane may be extended to reach Building Envelope B. Maintenance of Mitchell Lane may include practices such as the removal of vegetation, application of permeable materials necessary to correct erosion or stabilize the driveway surface, placement of culverts, water control structures, and bridges, and maintenance of roadside ditches. Landowner may construct and maintain such roads as necessary to conduct forest management activities in accordance with the Forest Health Management Plan set forth

below. Landowner may construct such roads and parking areas within the Building Envelopes as needed to serve the permitted uses and improvements located within the Building Envelopes, provided, where possible, roads and parking areas shall be located no closer than fifty feet (50') of a "Blue Line Stream" shown on the United States Geological Survey topography map that contains the Protected Property. Otherwise, there shall be no building of new roads, or parking lots on the Protected Property outside the Building Envelopes.

- 3.6 Trails. Landowner shall have the right to construct or maintain unimproved trails for hiking, for horseback riding or for limited off-road-vehicle use, anywhere on the Protected Property provided such trails are designed and sited to prevent erosion and sedimentation and minimize vegetative clearing. Except as needed to cross streams, trails shall not be located within fifty feet (50') of a "Blue Line Stream" shown on the United States Geological Survey topography map that contains the Protected Property.
- 3.7 Signs. There shall be no construction or placing of signs, including but not limited to, billboards, or any advertising materials of any sort on the Protected Property, *except* those signs, which placement, number, and design do not significantly diminish the scenic character of the Protected Property. Landowner has the right to install, maintain, and place directional and prohibitive signs. Signs may be displayed to state the name and address of the Protected Property and the names of persons living on the Protected Property, to advertise the Protected Property for sale or rent, to post the Protected Property to control unauthorized entry or use, or to advertise agricultural products or services.
- 3.8 Topography and Minerals. There will be no filling, excavating, dredging, drilling, any surface or subsurface mining, or removal of topsoil, sand, gravel, rock, peat, minerals, gas, oil, or other hydrocarbon products or other materials, and no change in the topography of the land in any manner, including soil degradation or erosion except for minimal site preparation in connection with the construction of Residences and Minor Improvements and maintenance of Mitchell Lane allowed by this Conservation Easement. The mineral rights to the Property or any portion thereof shall not be separated or conveyed separate from the surface rights.
- 3.9 Water Resources. No activities or operations shall be conducted or permitted on the Protected Property that damage or negatively impact the water quality or watershed. Landowner shall have the right to construct new ponds after written approval by Holder. New pond construction must be consistent with the maintenance and enhancement of soil composition, structure and productivity, and may not result in pollution or degradation of any waters or have a detrimental effect upon fish or wildlife, their natural habitat, or upon natural ecosystems and processes.
- 3.10 Wells, Water Cistern or Catchment Storage and Septic Systems. Landowner has the right to maintain and construct wells, water cisterns or catchment storage structures and septic systems for permitted Residences on the Protected Property. Any septic drain system must be located a minimum distance of one hundred (100) feet from any "Blue Line Stream" shown on the United States Geological Survey topography map, or in accordance with existing governmental regulations, whichever is the greater distance.

- 3.11 Refuse and Underground Storage Tanks (USTs). No portion of the Protected Property shall be used for sanitary landfill, for the installation of any underground storage tanks, for the installation or use of an incinerator for the destruction of waste material or for the dumping, storing, disposal or treatment of refuse, trash, garbage, ashes or hazardous substances or waste, except as is necessary for the installation or replacement of a septic system required for permitted Residences or for the installation or development of composting toilets, water catchment or underground cisterns, as described above. .
- 3.12 Utilities. No utility structures or lines shall be constructed on the Protected Property except as are necessary to serve the Residences and Minor Improvements, and the existing structure. There shall be no construction of communication towers or antennas.
- 3.13 Forest Management and Timber Harvest Operations. Landowner may manage forest communities located on the Protected Property and conduct commercial timber harvest operations on the Protected Property in accordance with that Forest Health Management Plan (“FHMP”) dated January 26, 2022 prepared by Britt Townsend, Conservation Forester for Landowner. The FHMP shall be reviewed not less than every five years by Landowner and Holder if Landowner is conducting timber harvest operations. Landowner shall provide Holder with sixty (60) days written notice prior to any commercial timber harvest. With the written approval of both, the FHMP may be revised, provided that at a minimum it requires Landowner to:
- Maintain healthy, vigorous, and resilient forests;
 - Promote a diversity of forest age classes and structure;
 - Market commercial timber resources;
 - Conserve and protect soil and water;
 - Protect rare and unique areas and species identified in the BDR, and
 - Maintain and improve wildlife habitat.
- .
- (a) Timber Removal. Except as set forth in this Easement, or as necessary to accommodate allowed uses under this Conservation Easement, Landowner shall not cut, remove, or otherwise destroy timber on the Protected Property., Landowner may remove exotic species, diseased or damaged trees without Holder approval. Landowner may remove trees which pose a threat to structures or to travelers on trails on the Protected Property.
- (b) Invasive Species. There shall be no intentional introduction or cultivation of invasive, non-native plants on the Protected Property. The Tennessee Invasive Plant Council or its successor organization or agency shall be consulted for information on invasive exotic plants, their identification and control. A list of exotic plant species identified in the State of Tennessee at the time of this easement is provided as an attachment to the Baseline Documentation Report.
- 3.14 Agriculture and Farming. There shall be no agricultural activities conducted on the Protected Property. gardens may be maintained and chickens, rabbits, and bees may be kept

for principal use by occupants of the allowed Residences. Hooved animals such as pigs, goats, horses and cows may not be kept on the Protected Property.

- 3.15 Pesticides. Any use of herbicides, insecticides, fungicides, fertilizers or other potentially harmful substances or the use or disposal of said products and by-products on the Protected Property is prohibited, except (i) as used in a selective manner (utilizing a local or topical application on an individual plant basis and not by a general broadcast method) in accordance with applicable law to treat non-native insects, fungi, parasites, invasive species and other organisms that attack native species of flora and fauna or threaten the diversity and health of the forest or other natural ecological communities on or adjacent to the Protected Property, (ii) as used by a licensed pesticide applicator in accordance with agricultural Best Management Practices established by the Natural Resources Conservation Service or its successor, or (iii) as used by a licensed pesticide applicator in accordance with a written forest and/or wildlife management plan prepared by a Qualified Natural Resource Professional, which plan must be approved in writing by Holder. A “Qualified Natural Resource Professional” means a certified professional forester, forest ecologist, wildlife biologist, soil scientist or agricultural specialist with substantial training and expertise, and any necessary certifications, in the relevant environmental science(s).
- 3.16 Pollutants. There shall be no release, generation, treatment, use, disposal, abandonment, or movement in, on, from or across the Protected Property of a 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, soil, or in any way harmful or threatening to human health or the environment. Limited chemical use is allowed to control exotic invasive species.
- 3.17 Leases. Landowner shall have the right to lease or grant other less-than-fee interest in all or a portion of the Protected Property for any use permitted to the Landowner under this Easement, provided that such lease or other interest is consistent with and subject to the terms of the Easement, and is not of a nature or incorporating terms that would constitute an impermissible de facto subdivision of the Protected Property.
- 3.18 Recreational Activities. Landowner retains the right to use the Protected Property for lawful passive recreational uses not involving permanent improvements or structures, including, but not limited to, hunting, camping, hiking, horseback riding, picnics, social events, nature interpretation and other educational programs.
- 3.19 Consistent and Inconsistent Uses. Landowner has the right to engage in any and all acts or uses not expressly prohibited herein that are not inconsistent with the Purpose of this Easement. The parties recognize that this Easement cannot address every circumstance that may arise in the future. In the event that there is a dispute between the Landowner and the Holder as to whether or not an activity or use is prohibited under this Section Three, the parties will arbitrate the matter in accordance with the provisions of Section 5.5 of this Easement.

SECTION 4 GENERAL COVENANTS

- 4.1 Baseline Documentation Report. The parties intend that the Baseline Documentation Report shall be used by the Holder to monitor Landowner's future uses of the Protected Property and practices thereon. The parties further agree that, in the event a controversy arises with respect to the condition of the Protected Property or a particular resource thereof, the parties shall not be foreclosed from utilizing any other relevant document, survey or report to assist in the resolution of the controversy. Landowner and Holder recognize that changes in agricultural technologies, including accepted farm practices, may result in an evolution of agricultural activities on the Protected Property. Such evolution shall be permitted so long as it is consistent with the Purpose of this Easement, and does not in any way materially impair or interfere with the Conservation Values of the Protected Property.
- 4.2 Cost of Ownership. Landowner, their heirs, successors, and assigns, shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property. Landowner shall keep the Protected Property free of any mechanics liens or other liens arising out of work performed or materials furnished or obligations incurred by Landowner. This includes the payment of any and all real estate taxes or assessments levied on the Protected Property by authorized local, county, state or federal officials. Landowner remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Easement. Nothing in this Easement shall be construed as giving rise to any right or ability of Holder to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Landowner's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and the corresponding state statutes.
- 4.3 Indemnification and Liability. Each party agrees to hold harmless, defend and indemnify the other party (and its officers, directors, members, partners and employees, as applicable) from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of the activities of the other party on the Property that cause injury to a person(s) or damage to property.
- 4.4 Public Access. No right of access by the general public to any portion of the Protected Property is conveyed by this Easement.
- 4.5 Subsequent Conveyances. The Landowner shall include reference to all terms and conditions of this Easement in any subsequent deed or legal instrument by which the Landowner divests itself of either the fee simple in all or part of the Protected Property, or its possessory interest in any portion of the Protected Property. The Landowner shall notify the Holder in writing of any changes in ownership, transfer of title or other conveyance of the Protected Property.
- 4.6 No Extinguishment Through Merger. Landowner and Holder herein agree that should Holder (or any successor Holder) come to own all or a portion of the fee interest in the Protected Property, (i) said Holder as successor in title to Landowner shall observe and be

bound by the obligations of Landowner and the restrictions imposed upon the Protected Property by this Easement, as provided in Section Three; (ii) this Easement shall **not** be extinguished, in whole or in part, through the doctrine of merger in view of the public interest in its enforcement; and (iii) said Holder as promptly as practicable shall assign the Holder interests in this Easement of record to another holder in conformity with the requirements of this Section and that of the Assignment Section of this Easement. Any instrument of assignment of this Easement or the rights conveyed herein shall refer to the provisions of this Section, and shall contain language necessary to continue it in force.

- 4.7 Subsequent Liens. No provision of this Easement should be construed as impairing the ability of the Landowner to use this Protected Property as collateral for a subsequent monetary loan or other form of borrowing. Any mortgage or lien arising from a borrowing subsequent to the granting of this Conservation Easement is subordinate to this Conservation Easement. Said subsequent mortgage or lien shall not violate the terms and conditions of this Conservation Easement and may not be interpreted to allow anything that is prohibited in this Conservation Easement including subdivision.
- 4.8 Environmental Matters. Landowner has no actual knowledge of a material release or threatened release of hazardous substances or wastes on the Protected Property in violation of federal, state or local laws, statutes, regulations or ordinances, or the Protected Property's use as a landfill or dump, and hereby promises to defend and indemnify Holder 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 Protected Property as a landfill or dump, or violation of any federal, state or local environmental laws, occurring during Landowner's ownership. Notwithstanding the foregoing, Landowner shall have no obligation to defend or indemnify Holder against litigation, claims, demands, penalties, damages, or attorneys' fees arising out of or with respect to releases of hazardous substances or wastes caused by Holder or any of its agents.
- 4.9 Notices and Approvals. The purpose of requiring Landowner to notify Holder prior to undertaking certain permitted activities is to afford Holder an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the Purpose of this Easement. Where Holder's approval is required, Holder shall grant or withhold its approval in writing within sixty (60) days of receipt of Landowner's written request therefore. Holder's approval may be withheld only upon a reasonable determination by Holder that the action as proposed would be inconsistent with the Purpose of this Easement. Whenever notice is required Landowner shall notify Holder in writing not less than sixty (60) days prior to the date Landowner 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 Holder to make an informed judgment as to its consistency with the Purpose of this Easement. Any notices or approval requests required under this Easement will be sent by registered or certified mail, or commercial overnight carriers, to the following addresses or to such address as may be hereafter specified by notice in writing. Holder agrees to use reasonable diligence to respond to the request in writing within 60 days; however, approval shall not be deemed to have been given in the event Holder fails to respond within 60 days. Affirmative approval must be provided.

LANDOWNER: The Nature Conservancy
2 Maryland Farm
Suite 150
Brentwood, TN 32027

HOLDER: TennGreen Land Conservancy
1213A 16th Avenue South
Nashville, TN 37212
Attention: Executive Director

SECTION 5 OTHER GENERAL PROVISIONS

- 5.1 Assignment by Holder. The benefits of this Easement shall be in gross and shall be assignable by the Holder, only upon the following conditions: (i) the Holder must require that the Purpose of this Easement continues to be carried out, and (ii) the assignee, at the time of the assignment, must qualify under Section 170(h) of the Code, and applicable regulations thereunder, and under Tennessee law and must be eligible to receive this Easement directly. In the event Holder ceases to exist or exists but no longer as a tax-exempt, nonprofit organization, qualified under Section 501(c)(3) of the Code, this Easement shall be transferred to a tax exempt, nonprofit organization qualified under Section 501(c)(3) and 170 (h)(3) of the Code and which has experience in holding similar conservation easements as designated by the then owner of the Protected Property.
- 5.2 Amendments. This Easement shall not be amended, modified, or terminated except in writing in a document signed by Landowner and Holder. Any such amendment shall be consistent with the Purpose of this Easement, shall not affect its perpetual duration, shall not permit additional development other than development permitted by this Easement on its effective date, and shall not permit any impairment of the significant Conservation Values of the Protected Property. Any such amendment shall be recorded in the land records of the Register of Deeds for Hardin County, Tennessee. Nothing in this section shall require Landowner or Holder to agree to any amendment. Any amendment of this Easement in accordance with this Paragraph shall be executed by Holder or by Holder's successor in title to the benefits of this Easement and by the record owner or owners of the portion or portions of the Protected Property to which the amendment applies and recorded in the official land records of the town where the Protected Property is located. Holder shall not be liable for any failure to grant approval under this paragraph.
- 5.3 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, and the amount of the proceeds to which Holder shall be entitled after the satisfaction of prior claims, from any sales, exchange or involuntary conversion of all or any portion of the Protected Property shall be determined in accordance with Section 5.4 unless otherwise

provided by Tennessee Law. Holder shall use all such proceeds in a manner consistent with the Purpose of this Easement.

- 5.4 Eminent Domain and Condemnation. This Easement constitutes a real property interest immediately vested in Holder. Whenever all or part of the Protected Property is taken in exercise of eminent domain by public, corporate or other authority so as to abrogate the restrictions imposed by this Easement, Landowner and Holder shall take appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. The net proceeds (including, for the purposes of this section, proceeds from any lawful sale of the Protected Property unencumbered by the restrictions hereunder) will be distributed between the Landowner and the Holder in shares in proportion to the fair market value of their interests in the Protected Property on the date of execution of this Easement. The Holder shall use its share of the net proceeds for conservation purposes.
- 5.5 Arbitration. In the event of a disagreement between the Landowner and Holder as to whether or not a use or activity violates Section Three (hereinafter “Arbitration Issue”), the Arbitration Issue will be resolved by a committee made up of three (3) individuals who have reasonable experience with conservation easements and land use of similar properties. One individual will be selected by the Landowner, one individual will be selected by the Holder, and the third individual will be selected by the two individuals selected by the Landowner and Holder. The three (3) individuals (hereinafter “Committee”) will determine by majority vote the Arbitration Issue. The Committee shall follow the procedural rules of the American Arbitration Association. The decision of the Committee will be binding on the Landowner and Holder.
- 5.6 Discretionary Consent. Holder’s consent for activities otherwise prohibited or requiring such consent may be given under the following conditions and circumstances: If, owing to unforeseen or changed circumstances, any of the prohibited activities listed in Section Three are deemed desirable by both Landowner and Holder, Landowner may request prior approval from Holder. Such requests for approval shall describe the proposed activity in sufficient detail to allow the Holder to judge the consistency of the proposed activity with the Purpose of this Easement. Holder may give approval only if Holder determines that such activities (i) are consistent with the Purpose of this Easement, and (ii) either enhance or do not impair any significant Conservation Values associated with the Property. Notwithstanding the foregoing, Holder and Landowner have no right or power to agree to any use or activity that would result in the termination or extinguishment of this Easement.
- 5.7 Holder’s Remedies. If Holder determines that Landowner is in violation of the terms and conditions of this Easement or that a violation is threatened, Holder shall give written notice to Landowner of such violation and demand corrective action sufficient to cure the violation. Where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose of this Easement, the Landowner shall restore the portion of the Protected Property so injured. If Landowner fails to cure the violation (i) within thirty (30) days after receipt of notice from Holder, or (ii) due to circumstances where the violation cannot be reasonably cured within thirty (30) days, by not beginning to cure such violation within the thirty (30) day period and continuing diligently to cure

such violation until finally cured, Holder may then bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement. This includes, but is not limited to enjoining the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including, but not limited to damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Landowner's liability therefore, Holder, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. If Holder, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Holder may pursue its remedies under this section without prior notice to the Landowner or without waiting for the period provided for cure to expire. Holder's rights under this section apply equally in the event of either actual or threatened violations of the terms and conditions of this Easement, and the Landowner agrees that if Holder's remedies at law are inadequate, that Holder shall be entitled to injunctive relief described in this section, both prohibitive and mandatory in addition to such other relief to which Holder may be entitled, including specific performance of the terms of this Easement, without necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Holder's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

- 5.8 Holder Discretion Forbearance by Holder to exercise its rights under this Easement in the event of any breach of any term of this Easement by Landowner shall not be deemed to be waived by Holder under any circumstances or at any time. No delay or omission by Holder in the exercise of any right or remedy upon any breach by Landowner shall impair such right or remedy or be construed as a waiver.
- 5.9 Acts Beyond Landowner's Control. Nothing contained in this Easement shall be construed to entitle Holder to bring any action against Landowner for any injury to or change in the Protected Property resulting from causes beyond Landowner's control, including, without limitation, fire, flood, storm and earth movement, or from any prudent action taken by Landowner under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.
- 5.10 Acts of Third Parties. Nothing contained in this Conservation Easement shall be construed to entitle Holder to bring any action against Landowner for any injury to or change in the Protected Property resulting from (a) acts of third parties legally authorized to act by recorded instrument or other legally established rights to which this Easement is subject or (b) the wrongful acts of third parties other than Landowner's agents, employees, invitees or contractors (provided Landowner has taken reasonable actions to prevent such third parties from trespassing and from causing harm to the Property and has not authorized, consented to or participated in the acts of such third parties). Landowner shall notify Holder of any act or occurrence that would adversely affect or interfere with the Conservation Purpose, whether caused by Landowner's acts or omissions or by a third party or parties. In the event of a violation of this Conservation Easement caused by the wrongful acts of a

third party, Landowner shall cooperate fully with Holder in enforcement of this Conservation Easement, including but not limited to: gathering facts and information relevant to the violation; assigning its right of action to the Holder; joining in any claim or legal action; and/or appointing the Holder as its attorney-in-fact for purposes of enforcement, all at the election of the Holder. In the event that such third party acts interfere with Conservation Purpose and/or Conservation Values of this Conservation Easement, Landowner and Holder will work together to identify restoration or rehabilitation activities and develop a restoration plan. This Subsection shall not be construed to relieve Landowner of the obligation to clean up garbage or materials dumped on the Property by third parties, to take all reasonable actions to prevent violations of the Conservation Easement by third parties, or to otherwise maintain the Property in a condition consistent with the Purpose of this Conservation Easement. Nothing in sub-paragraph (b) of this Subsection shall prohibit Holder from bringing an action against Landowner resulting from Landowner's failure to take reasonable actions to prevent violations of the Conservation Easement by third parties or from Landowner's authorization, consent, or participation in the wrongful acts of third parties resulting in violations of the Conservation Easement.

- 5.11 Waiver of Certain Defenses. The failure or delay of the Holder, for any reason whatsoever, to discover a violation or initiate an action to enforce this Conservation Easement shall not constitute a waiver or estoppel of its rights to do so at a later time. To the extent that any defense available to Landowner pursuant to the Tennessee Code Annotated [TCA §28-3-105(1); §28-3-109; or §28-3-110(2)] applies to enforcement of this Conservation Easement, Landowner waives that defense. Landowner hereby waives any defense of laches, estoppels or prescription with regard to the enforcement of all other terms of this Conservation Easement.
- 5.12 Costs of Enforcement. Any reasonable costs incurred by the Holder in enforcing the terms and conditions of this Easement against Landowner, including without limitation, costs of suit and attorney's fees, and any costs of restoration necessitated by Landowner's violation of the terms of this Easement shall be borne by Landowner. If Landowner prevails in any action to enforce the terms of this Easement, Landowner's costs of suit, including without limitation attorney's fees, shall be borne by Holder. Holder, its successors or assigns, does not waive or forfeit the right to act as may be necessary to ensure compliance with this Easement by any prior failure to act. The rights hereby granted will be in addition to, and not in limitation of, any other rights and remedies available to Holder for enforcement of this Easement.
- 5.13 Limited Warranty of Title. Landowner hereby warrants and represents that the Landowner is seized of the Protected Property in fee simple and has the right to grant and convey this Easement, and that the Protected Property is free and clear of any and all encumbrances established by persons claiming by, through, or under Landowner, but not otherwise.
- 5.14 No Forfeiture. Nothing contained herein shall result in a forfeiture or reversion of the Landowner's title in any respect.
- 5.15 Controlling Law. The laws of the State of Tennessee shall govern the interpretation and performance of this Easement.

- 5.16 Severability. In the event any provision of this Easement is determined by the appropriate court to be void and unenforceable, all remaining terms will remain valid and binding.
- 5.17 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the Purpose of this Easement and the policy and purpose of the Act (TCA 66-9-301). 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.
- 5.18 Perpetuity. The burdens of this Easement will run with the Protected Property and will be enforceable against the Landowner and all future owners in perpetuity during the period of such ownership.
- 5.19 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 Section 5.2.
- 5.20 Counterparts. This Easement may be executed in multiple counterparts.
- 5.21 Filing. Holder shall file this instrument and any amendment in the official land records as soon as is practicable after all signatures have been obtained and the Holder may re-file it and any amendment to the Easement at any time as may be required to preserve its rights in this Easement.
- 5.22 Captions, Recitals and Exhibits. The captions herein have been inserted solely for convenience of reference, are not a part of this Conservation Easement, and shall have no effect upon its construction or interpretation. The Recitals set forth above and all Exhibits referred to in this Conservation Easement are an integral part of this Conservation Easement and are incorporated herein.
- 5.23 Acceptance. As attested by the signature of its authorized representative, Holder hereby accepts without reservation the rights and responsibilities conveyed by this Conservation Easement.

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

IN WITNESS WHEREOF, the Landowner and Holder have executed this Agreement as of the day, month and year first above written.

LANDOWNER:

THE NATURE CONSERVANCY

Terry Cook
Tennessee State Director

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared Terry Cook, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the State Director of the Tennessee Business Unit of The Nature Conservancy, the within named bargainer, a Washington, D.C. not-for-profit corporation, and that he, as such State Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as State Director.

Witness my hand and seal on this the _____ day of _____, _____.

Notary Public

My Commission Expires: _____

COUNTERPART SIGNATURE PAGE TO
DEED OF CONSERVATION EASEMENT

HOLDER:

TENNGREEN LAND CONSERVANCY

Steven H. Law
Executive Director

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared Steven H. Law, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Executive Director of the TennGreen Land Conservancy, the within named bargainer, a Tennessee not-for-profit corporation, and that he, as such Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Executive Director.

Witness my hand and seal on this the _____ day of _____, _____.

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE

COUNTY OF _____

The actual consideration for this transfer is \$_____

Affiant

Notary Public

My Commission Expires _____

EXHIBIT A

DESCRIPTION OF A
319.32 ACRE TRACT
TRACT 5
FOR THE NATURE CONSERVANCY



A tract or parcel of land, lying and being situated in the 2nd civil district of Hardin County, Tennessee, being a portion of the property conveyed to The Nature Conservancy by deed recorded in Record Book 736, Page 253, in the Registers Office of said county (R.O.H.C.) and being more particularly described as follows:

BEGINNING on an Iron Rod Found, being an interior corner of a tract conveyed to Ross Forest Partnership by deed recorded in Record Book 210, Page 661 (R.O.H.C.), the southwest corner of the tract of which the herein described tract is a part and the southwest corner of the herein described tract;

RUNS THENCE along and generally with a Painted Line, being a common boundary with said Ross Forest Partnership tract as follows:

N 07° 02' 40" E, a distance of 1,560.92 feet, to an Iron Rod Found,

N 82° 57' 20" W, a distance of 133.69 feet, to an Iron Rod Found,

N 07° 14' 43" E, a distance of 1,197.06 feet, to an Iron Rod Found, being the northeast corner of said Ross Forest Partnership tract, the southeast corner of a tract conveyed to Donna Holloway, Greg Franks, Stacy Franks and Leta Bingham by deed recorded in Record Book 690, Page 735 (R.O.H.C.) and a point in the west boundary of the herein described tract;

RUNS THENCE N 07° 14' 43" E, a distance of 2,527.81 feet, along and generally with a Painted Fence Line, a portion of the way, being the east boundary of said Holloway tract and the west boundary of the herein described tract, to a Rock Found, being an exterior corner of said Holloway tract, a point in the south boundary of the remainder of the tract of which the herein described tract is a part and the northwest corner of the herein described tract;

RUNS THENCE N 81° 49' 35" E, a distance of 738.55 feet, along and with a severance line, being the north boundary of the herein described tract, to a point, in the centerline of Turkey Creek, being an interior corner of the remainder of the tract of which the herein described tract is a part and an exterior corner of the herein described tract;

RUNS THENCE along and generally with said creek, being a severance line and the north boundary of the herein described tract as follows:

S 42° 41' 58" E, a distance of 381.76 feet,

S 65° 35' 48" E, a distance of 238.25 feet,

S 35° 27' 30" E, a distance of 359.11 feet,

S 50° 22' 23" E, a distance of 87.39 feet,

S 68° 45' 11" E, a distance of 217.05 feet,

N 89° 56' 10" E, a distance of 104.88 feet,

S 67° 40' 16" E, a distance of 108.17 feet,

S 14° 45' 00" E, a distance of 349.17 feet,
N 78° 09' 17" E, a distance of 124.30 feet,
N 82° 00' 53" E, a distance of 165.57 feet,
S 86° 08' 51" E, a distance of 98.44 feet,
N 51° 57' 12" E, a distance of 48.82 feet, to a point, in the centerline of said
Creek, being an interior corner of the remainder of the tract of which the herein described
tract is a part and an exterior corner of the herein described tract;

RUNS THENCE S 84° 05' 56" E, a distance of 273.65 feet, along and with a severance
line, being the north boundary of the herein described tract, to an Iron Rod Found, being
an interior corner of the remainder of the tract of which the herein described tract is a part
and an exterior corner of the herein described tract;

RUNS THENCE S 04° 27' 07" W a distance of 1,101.41 feet, along and with a severance
line, being the east boundary of the herein described tract, to an Iron Rod Found, being a
northwest corner of the aforementioned Ross Forest Partnership tract, the southwest
corner of the remainder of the tract of which the herein described tract is a part and a
point in the east boundary of the herein described tract;

RUNS THENCE S 04° 27' 07" W, a distance of 3,292.62 feet, along and generally with a
Painted Line, being the west boundary of said Ross Forest Partnership tract and the east
boundary of the herein described tract, to an Iron Rod Found, being an interior corner of
said Ross Forest Partnership tract and the southeast corner of the herein described tract;

RUNS THENCE N 86° 52' 58" W, a distance of 2,864.82 feet, along and generally with
a Painted Line, being the north boundary of said Ross Forest Partnership tract and the
south boundary of the herein described tract, to the POINT OF BEGINNING, containing
319.32 acres of land, more or less.

And being all of Tract 5 as shown on the attached survey entitled *Boundary Survey For The Nature
Conservancy*, dated 2/11/2022.

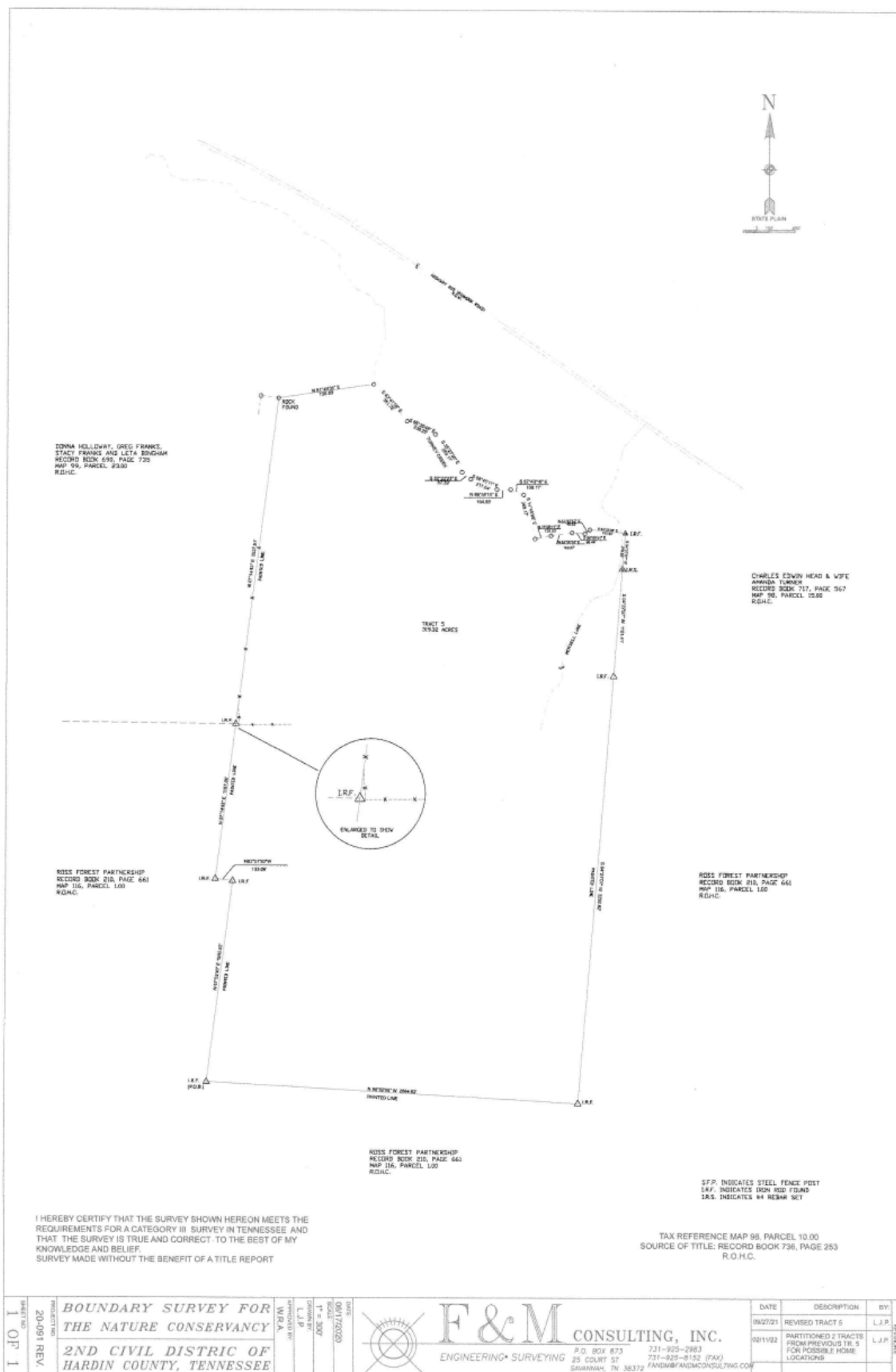


EXHIBIT B

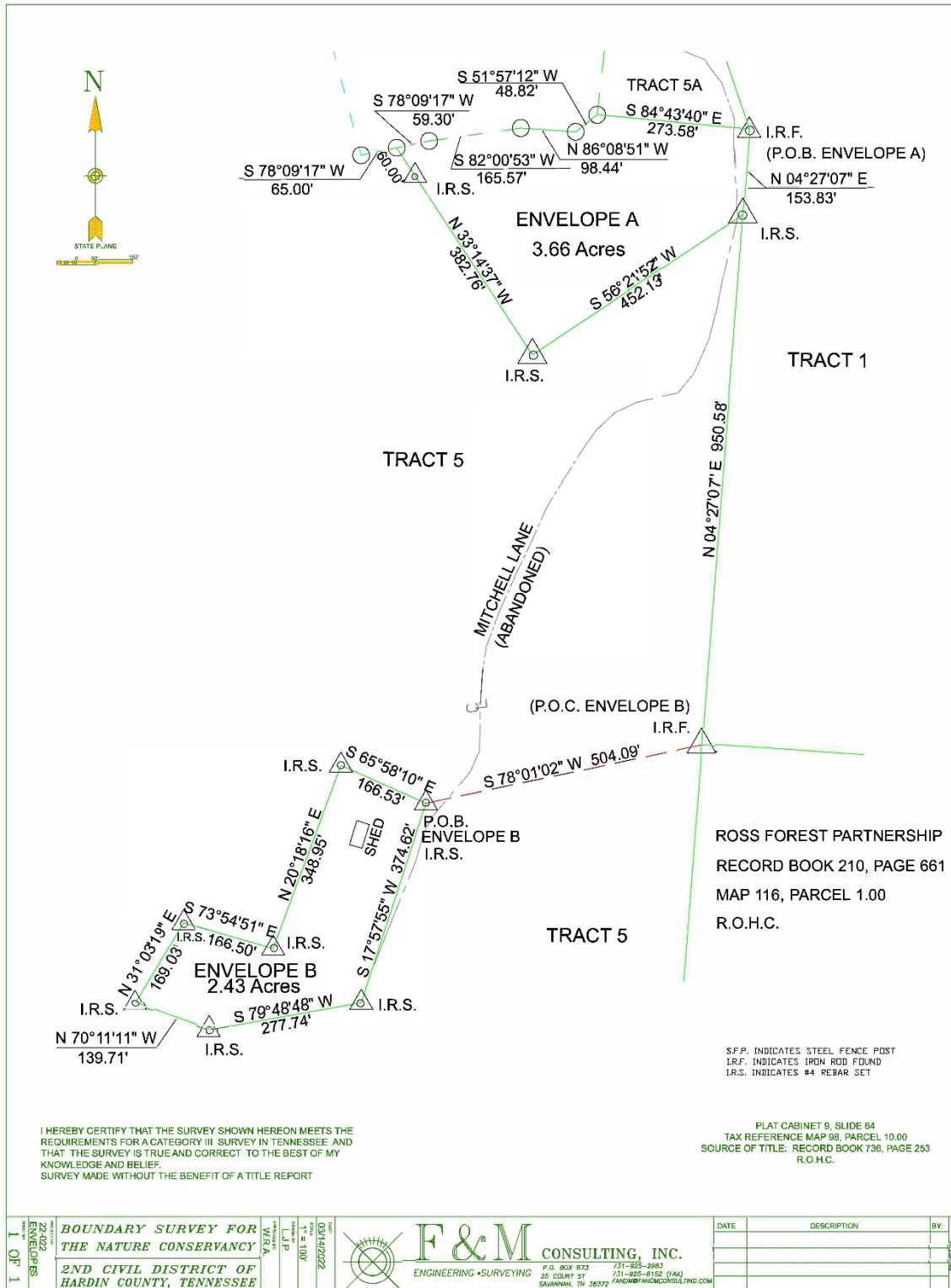


EXHIBIT "D"

PURCHASE AND SALE AGREEMENT

Tony Neill ("AUCTIONEER") is serving as an Agent for The Nature Conservancy ("SELLER") for the sale at auction of property located at Highway 203, Pinhook Road, Hardin County, Tennessee 38372 (the "Property"), more particularly described in the attached:

EXHIBIT "A"

LAND & RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

[This Land & Residential Property Disclaimer Statement was delivered in writing, as prescribed by law, to the undersigned parties by AUCTIONEER prior to execution of the Purchase and Sale Agreement ("PSA") that follows hereon.]

TO BUYER(s) AND SELLER(s): Sign this contract only if you elect to sell or buy the property without representations and warranties as to its condition, except as otherwise provided in this Purchase and Sale Agreement ("PSA"); The undersigned SELLER(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the Buyer(s) will be receiving the real property "as is", that is, with all defects which may exist, if any, except as otherwise provided in the PSA. The SELLER(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under the Tennessee Residential & Land Property Disclosure Act. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint. Buyer has received a 10- day opportunity to conduct a risk assessment or inspection of the presence of lead-based or lead-based paint hazards; and has waived or conducted a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AUCTIONEER

_____ Date: _____
Tony Neill

Acknowledgment:

I acknowledge the above confirmation of agency status & Land & Residential Property Disclaimer Statement

SELLER

The Nature Conservancy, by:

_____ Date: _____
John Dwelley, Director of Business Operations
BUYER

_____ Date: _____
Print Name _____

EMAILED/FAXED COPIES OF SCANNED SIGNATURES WILL SUFFICE FOR ACKNOWLEDGEMENT(S) OF THE ABOVE CONFIRMATION

TENNESSEE RESIDENTIAL PROPERTY DISCLOSURE ACT

Exemption Notification

The undersigned SELLER of the Property described in Exhibit "A" does hereby notify BUYER that said property is being offered without a Residential Property Disclosure Statement as provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Section 9 of the Act for the following reason(s):

This property is being sold at public auction.

BUYER is advised that no representation or warranties express or implied, as to the condition of the property or any improvements, are being offered by SELLER or SELLER's Agent and that BUYER should make or have made on the BUYER's behalf a thorough and diligent inspection of the property.

SELLER

The Nature Conservancy, by:

_____ Date: _____
John Dwelley, Director of Business Operations

BUYER

_____ Date: _____
Print Name _____

EMAILED/FAXED COPIES OF SCANNED SIGNATURES WILL SUFFICE FOR ACKNOWLEDGEMENT(S) OF THE
ABOVE CONFIRMATION

This **Purchase and Sale Agreement** ("Agreement") is entered into between The Nature Conservancy whose principal address is 4245 North Fairfax Drive, Suite 100, Arlington, VA 22203-1606 ("SELLER") and [REDACTED] whose principal address is [REDACTED] ("BUYER").

For and in consideration of the covenants, promises and Agreements herein contained and set forth, SELLER does hereby agree to and does hereby sell to BUYER and BUYER does hereby agree and does hereby purchase from SELLER at public auction sale property located in Hardin County, Tennessee, [REDACTED], in the records as they are recorded in the Hardin County Court House, and being more fully described in Exhibit "A" attached hereto, including all rights, easements and appurtenances thereunto (hereinafter referred to as the "Property"), subject to the following covenants, terms and conditions:

1. **Total Purchase Price.** The BUYER, being the highest bidder at the auction sale, shall pay the bid amount of \$ [REDACTED] (the "Purchase Price"), such sum being the Total Purchase Price for the Property, unless the BUYER purchased through the online bidding process in which case BUYER shall pay an additional 1% premium of \$ [REDACTED] (the "Online Buyer's Premium") for a Total Purchase Price of \$ [REDACTED] (Purchase Price + Online Buyer's Premium).

Upon execution of this Agreement, BUYER shall deposit ten percent (10%) of the Total Purchase Price in the amount of \$ [REDACTED] (the "Earnest Money") in cash or check made payable to [REDACTED]. The balance shall be due at closing on or before [REDACTED]. **This is a public auction of the Property and is not subject to contingencies of any kind, including BUYER obtaining financing.**

2. **Deed and Closing.** Closing shall occur within forty-five (45) days of the execution of this Agreement, unless otherwise agreed in writing by the parties (the "Closing Date"). The Seller shall provide the Buyer with a Special Warranty Deed, that covenants to warrant and defend title only against claims and demands by Seller and all persons claiming by, through and under Seller. Possession of the Property shall be delivered to Buyer on Closing Date. Normal and customary closing costs shall apply. Owners will pay for their closing costs and Buyers will pay for their closing costs.

3. **Real Estate Taxes.** Property taxes shall be prorated as of the date of closing with the Buyer assuming all future taxes and assuming Greenbelt taxes, if any. The attorney fees for the closing cost shall be split 50/50 between buyer and seller. Attorney to be used:

4. **Acceptance of Premises.** Buyer has inspected the Property and the improvements located thereon and understands and agrees that the same is being sold "AS IS, WHERE IS AND WITH ALL FAULTS" and with no warranties or guarantees, express or implied, and with no disclosures, including environmental. The Property is sold subject to all matters of record, and to matters which would be

revealed by a current and accurate survey and inspection of the Property. Such survey and inspection, if performed, is at no expense to Seller and shall not delay closing.

The parties agree Buyer shall reimburse Seller for the new survey and legal description and the parties further agree that the cost of the new survey and legal description for this Purchase and Sale is \$_____.

Buyer acknowledges that if this Purchase and Sale Agreement includes Tract 5 (319.32 acres, per F&M Survey), the sale of that Tract and no other sale shall be subject to a DEED OF CONSERVATION EASEMENT in favor of TENNGREEN recorded at closing, a copy of which is attached hereto as Exhibit "B" and incorporated by this reference.

Buyer further acknowledges the purchase of the Property is in no way contingent upon any additional inspection of the Property and any improvements located thereon and that Buyer's obligation to purchase the Property is final and absolute. Seller is an absentee seller, and as such, makes no representations regarding the property's condition, habitability, or fitness for any particular purpose. Buyer shall rely solely on buyer's own previous independent investigations and inspections.

5. **Risk of Loss.** The risk of loss or damage to the Real Estate by fire or otherwise until delivery of the Sheriff's Deed is assumed by Seller. In the event of any damage that is not restored by Seller to its former condition by Closing Date, Buyer, at its option, may (i) terminate this Agreement and the Earnest Money shall be refunded to Buyer, or (ii) complete the purchase of the Property upon payment of the Purchase Price.

6. **Financing.** This sale is not subject to financing. If Buyer fails to complete this transaction due to a failure to obtain financing, the Earnest Money shall be forfeited, and Buyer shall be subject to the terms of Section 9 below.

7. **Conflicts of Interest.** This sale is subject to the Buyer signing the Conflict of Interest Disclosure Form ("Exhibit C" attached hereto) to the Seller's sole satisfaction.

8. **No Conditions Precedent.** Buyer acknowledges that there are no conditions precedent to its obligations to perform hereunder.

9. **Breach.** In the event Buyer shall default in its obligations hereunder, the Earnest Money, in the amount of \$_____, shall be forfeited. Further, Buyer shall pay all resulting collection fees and Auctioneer expenses incurred in regard to the sale of the Property. Further, Buyer shall pay all attorneys' fees and any other costs and expenses associated with Seller's enforcement of the terms of this Agreement. In the event Seller shall default in its obligations hereunder, the Earnest Money shall be returned to Buyer and Buyer shall have no further recourse at law or in equity.

10. **Time is of the Essence.** Time is of the essence in this Agreement.

11. **Jury Waiver.** Each party hereto waives trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Agreement.

12. **Miscellaneous.**

- a. This Agreement shall inure to the benefit of and bind the parties hereto and their successors, heirs, and assigns.
- b. Buyer to pay for lenders and owner's title insurance policy, if obtained.
- c. This Agreement may not be assigned by Buyer without Seller's prior written consent, which consent may be withheld at Seller's sole discretion.
- d. This Agreement may be amended or supplemented only by a written instrument signed by both parties hereto.
- e. This Agreement may be executed in any number of identical counterparts each of which shall be considered an original, but which together shall constitute one and the same Agreement.
- f. The captions or paragraph headings are for convenience and ease of reference only and shall not be construed to limit or alter the terms of this Agreement.
- g. This Agreement shall be governed by the laws of the State of Tennessee.
- h. This Agreement shall constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 2022.

SELLER
The Nature Conservancy

By: John Dwelley
Its: Director of Business Operations

Date: _____

BUYER

By: (Print) _____
Its: (Print) _____

Date: _____

REGISTRATION FORM
AUCTION AND SALE OF NEILL FORESTLANDS
OWNED BY THE NATURE CONSERVANCY

ALL persons that intend to bid at this Auction and Sale must must complete this Registration Form no less than two (2) business days in advance of bidding (the "Deadline") and be approved by auctioneer/ owners.

ALL online bidders and any LIVE bidders not known by auctioneer/owners are at the same time REQUIRED to furnish a Letter of Credit stating their limit, Bank name and Officer, and guaranteeing payment of funds should they be the winning bidder.

Participation by any bidder that completes this Registration Form after the Deadline will permitted to participate in the Auction and Sale at the sole discretion of the Owner.

Instructions: Complete, sign, and return to TONY NEILL by fax 731-925-8384 or scan and email to tneillauction@gmail.com. Call 731-926-3133 or cell/text 731-412-2344.

Name : _____.

Street Address: _____.

Mailing Address : _____.

City: _____.

State: _____ Zip Code; _____.

Phones: _____.

Cell-Text: _____.

Email: _____.

Bank: _____.

Address: _____.

City: _____ State: _____ Zip Code: _____.

Officer: _____.

Phone; _____.

By attending, participating, bidding, or touring this property I hereby agree to the following terms.

1. Agents or owners are NOT responsible and assume no liability for any type of accident or theft while attending or participating in the Auction. You are responsible for all persons that attend with you that are not registered bidders.
2. Property to be sold subject to all matters of record, and to matters which would be revealed by a current survey and inspection of the premises, such survey and inspections, if performed, to be at the sole expense of the bidder and of NO expense to Seller.
3. Seller is an absentee seller, and as such, makes NO representations regarding the property's condition, habitability, or fitness for any particular purpose. These tracts all lay on Turkey Creek and streams that are subject to flooding. Buyers/Bidders shall on your own opinion as to if this property fits your needs and requirements.
4. **The property is offered SUBJECT TO OWNERS CONFIRMATION of the final offer, and bid. If I am the winning bidder, I will sign a contract, deposit 10% as Earnest Money and Auctioneer will forward the contract to absentee seller for approval. Buyers that are preregistered and approved to bid by owners will be notified by Auctioneer within 24 hours. Notification to Buyers that were NOT approved pre-auction may take up to 7 days. NO bids will be accepted after auction.**
5. The property and each of its tracts shall be Sold and transferred AS-IS by way of a Special Warranty Deed that warrants that Seller (Grantor) shall only defend title against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.
6. **I understand that the sale of Tract 5 (319.32 acres, per F&M Survey), and no other tract, shall be subject to a DEED OF CONSERVATION EASEMENT in favor of TENNGREEN recorded at closing, and that any bid I make on Tract 5, or any bid I make that includes Tract 5 reflects my full agreement and approval of its terms. A copy of the Deed of Conservation Easement is available upon request.**
7. Property will be conveyed in one deed per Buyer. If Buyer buys multiple tracts, the deed will include each tract description.
8. Buyer to pay for Lender's and any owner's insurance policy. Title Insurance will be available to the Buyer with buyer making that decision and paying premium 100% at closing.
9. **I must complete the attached Exhibit F as part of this Registration Form to Seller's sole satisfaction. Seller shall have the right to reject any bid or bidder based on information provided on the form or require additional information to evaluate before accepting or rejecting a bidder or bid.**
10. Buyer may not assign Contract, in whole or part, without prior written approval of Seller.
11. TONY NEILL, agents and employees will be representing the owners in this sale They may furnish advertising brochures, information, maps, give tours, but it is the sole responsibility of the bidder to do their research, seek legal advice, conduct due diligence of any and all kinds, and to rely solely on Buyer's own independent investigations and inspections for bidding on said property.
12. Buyer's Earnest Money will be collected and deposited in the Escrow Account of TONY NEILL within 24 hours of contractual sale. Earnest money will be accounted for at closing. Buyers Earnest Money is nonrefundable and not subject to any bidder/Buyer's contingencies.
13. Land Taxes will be prorated to the date of sale.

14. Owners will pay for their closing costs and Buyers will pay for 100% their closing costs.
15. A 1% buyer's premium will be charged to online bidders only. This 1% fee will be added to the purchase price to determine the total purchase price. Live bidders will not be charged this fee.
16. Not all of the Property/Tract boundary lines may be marked/painted, but corner post have been set. A survey fee will be added to the Buyers Closing statement and will be paid for and collected at closing. Any additional survey fees the buyer may desire, will be at their sole cost and additional surveying will not delay closing. The costs are as follows.

Tract 1 = $14.37 \times 22.46 = \$322$

Tract 2 = $14.37 \times 21.15 = \$304$

Tract 3 = $14.37 \times 21.15 = \$304$

Tract 4 = $14.37 \times 29.98 = \$431$

Tract 5 and 5a = $14.37 \times 322.62 = \$4636$

17. Auction to be conducted live Wednesday, October 19, 2022 at 10:00 AM with online bidding beginning on September 28, 2022 at <https://tonyneill.hibid.com/>.

18. I understand that INTERNET failure can occur. I hereby relieve TONY NEILL of such failure and will call 731-412-2344 if I'm having problems. Refresh often and better attend live!
19. Auctioneer will determine and announce the bidding increments. Tracts will be offer in a lump sum bid and bids will have to be raised a minimum of \$1000.
20. Regrouping Tracts. To regroup tracts the bid must be raised by \$2,500 per tract of the top bids. If 2 or more tracts are combined then bidding will be opened back up and bidding will continue until determined, at the discretion of the Auctioneer, that there are no further bids.
21. A buyer may have another Licensed Real Estate firm represent them at this sale. The Real Estate firm will be paid a 2% referral fee at closing if they are the winning bidder. To qualify for this the Buyer must sign the Real Estate Firms Agency Disclosure appointing the agent to represent them at this sale, register to bid and agree to terms and forward to Auctioneer before 48 hours of sale. The Agent agrees to represent the buyer, be present at sale and assumes responsibility for buyer actions.

I agree and understand all of the terms of this Auction and will abide by such, with my signature this _____ day of _____, 2022.

Signature:_____.

Exhibit E

- 1. Property to be sold subject to all matters of record, and to matters which would be revealed by a current accurate survey and inspection of the premises; such survey and inspection, if performed, to be at no expense to Seller.
- 2. Seller is an absentee seller, and as such, makes no representations regarding the property’s condition, habitability, or fitness for any particular purpose. Buyer shall rely solely on buyer’s own independent investigations and inspections.
- 3. Seller to convey by deed that only covenants to warrant and defend the title against claims and demands by Seller and all persons claiming by, through, and under Seller, such as, but not limited to Limited Warranty Deed with Covenants, Special Warranty Deed, or Grant Deed, so long as the conveyance form shall effectuate this intent.
- 4. Buyer to pay for lender’s and owner’s title insurance policy, unless required by state law the Seller will pay.
- 5. Buyer may not assign Contract, in whole or part, without prior written approval of the Seller.

Signatures for Organizations:

Name of Organization: _____

Signature: _____

Printed name of person: _____

Title: _____

Date: _____

Signatures for Individuals

Signature: _____

Printed name: _____

Date: _____

Signature: _____

Printed name: _____

Exhibit F

STEP 1: DESCRIPTION OF PARTIES & TRANSACTION	
Name of individual or organization entering into transaction with TNC:	
Legal identity of individual or organization* entering into transaction with TNC (select one):	☐ Individual ☐ For-Profit Organization ☐ Non-Profit Organization
<i>*"Organization" includes a for profit corporation, partnership, trust, estate, joint venture, limited liability corporation, professional corporation, an unincorporated entity, a foundation, public board, commission, 501(c)(3) or other charitable organization.</i>	
Type of Transaction (select one):	☐ Contract for Services ☐ Grant Agreement ☐ Purchase Order ☐ Licensing Agreement ☐ Real Estate Transaction ☐ Other
If you selected "Other" or "Real Estate," include description here (for real estate, describe property, size, and type of deal (sale, gift, lease, etc.)):	Hwy 203, Pinhook Road, Map 098, Parcel: 010.00 Hardin TN 38372

STEP 2: DEFINITIONS & QUESTIONS (Complete <u>only</u> the section relevant to your organization)		
(1) TNC Key Employees and Board of Directors: Please refer to the <u>attached list</u> of Key Employees and members of Board of Directors (includes individuals who have left relevant TNC positions within the past five (5) years).		
(2) TNC Trustee: Individuals serving as a Trustee or Advisor to TNC.		
(3) Substantial Contributors: Individuals or organizations who have made total aggregate contributions to TNC of (i) ≥ US \$5 million during the current fiscal year or (ii) ≥ US \$25 million within the last five (5) fiscal years. Fiscal years run from July 1st through June 30th.		
(4) Family Members and Close Relatives: Family members of any individual listed above, such as spouse, domestic partner, parent, sibling, child, dependent, other progeny and ancestors.		
SECTION 1. INDIVIDUALS (explain any "yes" answers in Step 3):	Yes	No
a. Are you now, or have you been in the last five (5) fiscal years, (i) a TNC "Key Employee" or (ii) a member of the TNC Board of Directors?		
b. Are you now, or have you been in the last twelve (12) months, (i) a TNC Employee, (ii) a Chapter Trustee, or (iii) a member of a Country Program Advisory Council or a similar advisory group?		
c. Are you a Substantial Contributor to TNC?		
d. To your knowledge, are you a family member or close relative of any individual identified in paragraphs a, b, or c above?		

SECTION 2. FOR-PROFIT ORGANIZATIONS (explain any “yes” answers in Step 3):		Yes	No
a. Is your organization a Substantial Contributor to TNC?			
b. Now, or at the time of the proposed transaction, to the best of your knowledge, do any of the following (individually or collectively with other such persons) (i) own more than 35% of the stock or value of your organization (directly or indirectly) and/or (ii) have a controlling influence over the organization’s management or policies (ex. key management or board member): • TNC employee (or former employee who left within the last twelve (12) months); • TNC Key Employee; • TNC Board Member; • Substantial Contributor to TNC; • TNC Chapter Trustee or Advisory Council Member for TNC or TNC’s related entities (or former trustees/members who left within the last twelve (12) months); and/or • Family members or close relatives of the above individuals.			
c. Now, or at the time of the proposed transaction, have or will any TNC Key Employees or members of the Board of Directors serve in the following positions of your organization? • Officer, director, trustee, key employee, or partner; • Member (if your organization is a limited liability corporation); and/or • Shareholder (if your organization is a professional corporation).			
SECTION 3. NON-PROFIT ORGANIZATIONS (explain any “yes” answers in Step 3):		Yes	No
a. Now, or at the time of the proposed transaction, do any of the following (individually or collectively with other such persons) have the ability to influence management of the entity: • TNC employee (or former employee who left within the last twelve (12) months); • TNC Key Employee; • TNC Board Member; • Substantial Contributor to TNC; • TNC Chapter Trustee or Advisory Council Member for TNC or TNC’s related entities (or former trustees/members who left within the last twelve (12) months); and/or • Family members or close relatives of the above individuals.			

STEP 3: COMMENTS (Explain any “yes” answers checked above. Attach additional pages as necessary.)

STEP 4: NOTICE OF TNC CODE OF CONDUCT & SIGNATURES

TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with TNC’s Code of Conduct found at www.nature.org/codeofconduct. Anyone (whether a part of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at www.nature.org/tnchelpline.

The undersigned certifies the information in the inquiry form is true and correct to the best of their knowledge.

Signature:	
Printed Name:	
Title <i>(if for an organization)</i> :	
Address:	
Date of Signature:	

TNC COVERED PERSONS

The following are individuals who are currently or have been, during the preceding five (5) fiscal years, a TNC “Key Employee” or a member of the Board of Directors.

List Current as of April 22, 2022

<u>Current Key Employees</u>	<u>Former Key Employees*</u>		<u>Current Board of Directors</u>	<u>Prior Board Members</u>
Keith Arnold Matt Arnold Nathalie Augustin David Banks Matt Brown Jan Glendening Meg Goldthwaite Katharine Hayhoe Tom Neises James Page Michael Tetreault Darci Vetter Leonard Williams	Justin Adams Kacky Andrews James Asp Charles Bedford Michelle Beistle* Karen Berky Giulio Boccaletti Mark Burget Mario D’Amico Maria Damanaki Michael Doane* William Ginn Elizabeth Gray Santiago Gowland Wisla Heneghan Sherri Hammons Steve Howell Jack Hurd Charlotte Kaiser* Joe Keenan Marianne Kleiberg* Leonardo Lacerda* Richard Loomis	William McGoldrick* Robert McKim Brian McPeek Pascal Mittermaier Bola Olusanya* Jeffrey Parrish* Seema Paul Hugh Possingham Glenn Prickett Aurelio Ramos Lynn Scarlett Theresa Shaw* Michael Sweeney* Heather Tallis Mark Tercek Ian Thompson* Marc Touitou Bill Ulfelder* Joni Ward* Peter Wheeler Janine Wilkin Heather Wishik Hazel Wong Heather Zichal	James Attwood, Jr. Amy Batchelor John Bernstein Michelle DePass William Frist Joseph Gleberman Harry Hagey Margaret Hamburg Fred Hu Shirley Ann Jackson Sally Jewell Nancy Knowlton Edwin Macharia Claudia Madrazo Jennifer Morris Ana M. Parma Douglas Petno Sergio Rial Vincent Ryan Brenda Shapiro Frances A. Ulmer Kevin Weil Ying Wu	David Blood Shona L. Brown Gretchen C. Daily Steven A. Denning Laurence Fink Andrew Liveris Jane Lubchenco Jack Ma Craig McCaw Thomas J. Meredith Thomas Middleton Stephen Polasky Rajiv Shah Mark Tercek Kent Thiry Thomas J. Tierney Moses Tsang P. Roy Vagelos Margaret C. Whitman

*Current TNC Employee; No longer considered Key Employee.

TNC’s [Related Entities](#) (If applicable)

<u>Key Employees (members of Related Entity leadership team):</u>	<u>Current Fiduciary Board Members, if applicable:</u>