Tax Responsibility:

TBC Winchester III, LLC
923 Oldham Dr. #1329
Nolensville, TN 37135

This Instrument Prepared By:
Foothills Land Conservancy
3402 Andy Harris Road
Rockford, Tennessee 37853
865-681-8326

Notice of Conveyance Required. See Section 12.2

Transfer Payment Required at Conveyance. See Section 12.4

Grantee is a "Person Entitled to Redeem." See Section 8.2

DEED OF CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

THIS DEED OF CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ("Easement") is made and effective as of the 30th day of December, 2024, by **TBC Winchester III, LLC**, a State of Delaware limited liability company having an address set forth below (collectively, "Grantor"), in favor of **Foothills Land Conservancy**, a Tennessee non-profit corporation ("Grantee").

W I T N E S S E T H:

WHEREAS, Grantor is the owner in fee simple of approximately eighty-six and 74/100s (86.74) acres of real property, more or less, located in Franklin County, Tennessee, consisting of two (2) parcels of land, all of which are more particularly described on **Exhibit A-1**, and shown on **Exhibit A-2**, which are attached hereto and incorporated by this reference (collectively, the "Property"); and

WHEREAS, according to data from the Tennessee Natural Heritage Program, the Tims Ford Lake watershed in which the Property lies has at least four (4) documented occurrences of rare, threatened, and/or endangered species, making continued protection of water quality and natural habitat within the watershed a priority for the conservation of these imperiled species; and

WHEREAS, the U.S. Fish & Wildlife Service (USFWS) Information for Planning and Conservation (IPaC) is a tool that provides information on the location of listed species, their habitats, and other USFWS trust resources which could potentially be affected by a project. Because individual tracts of land are part of larger ecological systems (such as watersheds), threatened and endangered species can be positively affected by conservation measures regardless of whether they occur on the Property. Within the project area (the Property boundaries), IPaC

determined that eleven (11) migratory bird species protected by the Migratory Bird Treaty Act and nine (9) federally threatened/endangered or candidate species could be impacted by the protection of the Property's natural resources, open space, and biodiversity. Two (2) of these species, the monarch butterfly and Field Sparrow, were observed on the Property. A monarch butterfly (*Danaus plexippus*) was seen during the site visit, which was conducted in the midst of their fall migration to Mexico. Although they are among America's best-known butterflies, monarch populations are plummeting toward extinction due to landscape-scale threats from pesticides, development, and global climate change. The monarch butterfly is currently being assessed as a candidate species by the USFWS to determine whether it warrants Endangered Species Act (ESA) protection, and the International Union for Conservation of Nature (IUCN) announced in 2022 that the monarch had entered the Red List of Threatened Species as Endangered (MJV, 2024). The Property's abundance of late-season native wildflowers like asters (*Symphyotrichum* spp.), ironweed (*Vernonia* spp.), and goldenrod *(Solidago altissima*) on which the butterfly was observed nectaring provides vital support for the monarch's life cycle; and

WHEREAS, the expansive pastures and prairie habitat on the Property are also important in terms of supporting grassland-obligate bird species such as the Eastern Meadowlark and Field Sparrow, which were observed on the Property. During the past century, grassland birds have experienced more severe population decline than any other avian guild on the continent. The Eastern Meadowlark population has declined 77% since 1970, and the Field Sparrow has seen its population decrease by 62% in that time. Despite the role of agriculture in the loss of native prairie, these declines have been somewhat buffered by the expansion of agricultural grasslands—hayfields and pastures—existing as reservoirs of suitable habitat that allow grassland-obligate species to expand their ranges. This remnant habitat is considered vitally important in maintaining bird populations by the North American Bird Conservation. Thus, the protection of the Property's agricultural grasslands will secure crucial habitat and help prevent further decline among these imperiled species; and

WHEREAS, the Appalachian Mountains Joint Venture (AMJV) partnership has identified 70 Priority Bird Species for the Appalachian Mountains Bird Conservation Region, the majority of which are land birds. These species either breed or winter in the Appalachian region. Of these 70 species, three were observed on the Property: Field Sparrow (High Priority), Eastern Meadowlark and Brown Thrasher (both Moderate Priority). The protection of the Property's open early successional habitats will serve to protect the quality of natural habitat for these priority birds; and

WHEREAS, a cursory survey of the Property's forest communities yielded at least five (5) oak (*Quercus*) species and two (2) hickory (*Carya* sp.) in the wooded field edges, which provide reliable hard mast for desirable wildlife species such as white-tailed deer and Wild Turkey, the former of which was observed during the site visit. In addition to the hard mast-producing hardwoods, fruit-bearing trees such as sugarberry (*Celtis laevigata*) and black cherry (*Prunus serotina*) contribute to the availability of mast for the continued presence of wildlife; and

WHEREAS, despite the presence of potentially aggressive invasive species, the Property boasts a variety of native plants; 39 of the 52 (75% of observed species) herbaceous plants/woody

vines/shrubs noted during the site visit are native, and only four of the 24 tree species are nonnative invasives; and

WHEREAS, according to American Farmland Trust, Tennessee ranks fourth in the nation in terms of states most threatened by loss of agricultural lands, and third when it comes to conversion of these lands to low-density residential use. As stated by Scenic America—a national nonprofit organization dedicated solely to preserving and enhancing the visual character of America's communities and countryside—one of the "Seven Principles of Scenic Conservation" is to protect farms and ranches from subdivision through agricultural zoning, conservation land trusts, agricultural land banking, and tax abatement; and

WHEREAS, given the significant degree of residential development surrounding the Property, this relatively large tract of open space is of special importance. The permanent protection of the Property's pastoral landscape secures roughly 0.17 miles of scenic open space for travelers along Riva Lake Road, 0.8 miles along Labrador Lane, and 0.1 miles along Bible Crossing Road, for a total of 1.07 miles of frontage on public roadways (as well as being visible from these roadways even where there is not direct frontage). The most recent Annual Average Daily Traffic data collected in 2023 from a data point located nearby on Bible Crossing Road indicates that about 2,523 cars pass by each day. As urban sprawl continues to increase into once rural areas, conserving this Property will help further protect the scenic and natural character of Franklin County and the Tims Ford Lake area, thus allowing future generations of the public to continue to enjoy its unspoiled beauty; and

WHEREAS, according to data available from the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Web Soil Survey mapping tool, the Property features eight (8) soil types representing five (5) soil series, with Mountview silt loam being the most prevalent. Nearly the entirety of the Property (about 98.3% of the total acreage) is underlain by six (6) soil types that are designated by the USDA as Prime Farmland. According to the NRCS, "Prime and other important farmland are of major importance in meeting the Nation's short- and long-range needs for food and fiber. Because the supply of high-quality farmland is limited, the U.S. Department of Agriculture recognizes that responsible levels of government, as well as individuals, should encourage and facilitate the wise use of our Nation's prime farmland." Good agricultural soils are frequently lost permanently to residential and commercial developments since flat, workable ground is easiest to develop; and

WHEREAS, the specific Conservation Values of the Property are further and more completely documented in an inventory of relevant features of the Property, which is on file at the offices of Grantee ("Baseline Documentation Report"), and which consists of reports, maps, photographs, and other documentation that, Grantor certifies, provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends that the Conservation Values of the Property to be preserved and maintained by prohibiting those land uses and activities on the Property that impair, interfere with, or are inconsistent with those Conservation Values; and

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

WHEREAS, Grantee further intends and agrees, as the holder of the Easement, to enforce the provisions of the Easement, and protect the Conservation Values of the Property and the Conservation Purposes of this Easement in perpetuity; and

WHEREAS, Grantee is a publicly supported, tax-exempt nonprofit organization and is a qualified organization pursuant to Sections 501(c)(3), 170(b)(1)(A)(vi) and 170(h), respectively, of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder (collectively, "Internal Revenue Code"), whose primary purpose is to preserve land, water, air, wildlife, scenic qualities, and open space by implementing programs for, without limitation, protecting unique or rare natural areas, waterfront, stream corridors, and watersheds; and

WHEREAS, Grantee has a commitment to protect the Conservation Values of the Property and the Conservation Purposes of this Easement in perpetuity, and has the resources to enforce the restrictions set forth in this Easement; and

WHEREAS, preservation of the Property shall serve the following purposes ("Conservation Purposes"):

(a) Preservation of open space (including farmland and forest land) for the scenic enjoyment of the general public, which will yield a significant public benefit;

(b) Protection of a relatively natural habitat for fish, wildlife, plants, and the ecosystems in which they function; and

(c) Preservation of open space (including farmland and forest land) pursuant to a clearly delineated government conservation policy which will yield a significant public benefit; and

WHEREAS, Grantor and Grantee desire and agree to perpetually conserve the natural, scientific, educational, open space, and scenic resources of the Property to accomplish the Conservation Purposes; and

WHEREAS, Grantor intends to grant the conservation easement ("Conservation Easement") and impose the restrictive covenants on the Property, as set forth in this Easement, to accomplish the Conservation Purposes;

NOW, THEREFORE, as an absolute charitable gift with no monetary consideration, but in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, the sufficiency of which is hereby acknowledged, and pursuant to the laws of the State of Tennessee, and in particular the Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 *et seq.*, and the Tennessee Agricultural, Forestry and Open Space Land Act of 1976, Tennessee Code Annotated Section 67-5-1001 *et seq.*, Grantor hereby

voluntarily, unconditionally, and absolutely declares the restrictions set forth herein and grants and conveys to Grantee the Conservation Easement, in gross, in perpetuity, on, in, under, and over the Property, of the nature and character and to the extent hereinafter set forth, together with covenants running with the land, in perpetuity, to accomplish the Conservation Purposes. This conveyance is made subject to all recorded covenants, restrictions, conditions, easements, reservations, agreements, and rights-of-way, to the extent that the same are valid and lawfully apply to the Property or any part thereof. Grantee hereby accepts the grant of the Conservation Easement and agrees to hold the Conservation Easement exclusively for the Conservation Purposes set forth in this Easement, and to enforce the terms of the restrictive covenants set forth herein, in perpetuity, forever. The execution, delivery, and recordation of this Easement creates a property right vesting immediately in Grantee.

1. **Purpose.** It is the purpose of this Easement to assure that the Property will be retained forever in its current natural, scenic, and undeveloped condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property or the Conservation Purposes of this Easement, subject to the terms and provisions set forth herein. Grantor intends that this Easement will allow the use of the Property for such activities that are not inconsistent with the Conservation Values of the Property or the Conservation Purposes of this Easement, including, without limitation, those involving permitted agricultural uses, forest management and protection, fire management and control, wildlife habitat improvement, and other permitted recreational uses that are not inconsistent with the Conservation Purposes of this Easement.

2. **Rights of Grantee.** To accomplish the purposes of this Easement, the following rights are hereby conveyed to Grantee:

   (a) To preserve and protect the Conservation Values of the Property and enforce the Conservation Purposes of this Easement;

   (b) To enter on the Property at all reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with the terms of this Easement; provided, however, that, except in cases where Grantee determines that immediate entry is required in order to prevent, terminate, or mitigate a violation of this Easement, or where entry is required to inspect the Property if a violation of the terms of this Easement is alleged or believed to have occurred, such entry shall be on prior reasonable notice to Grantor, and Grantee shall use reasonable efforts so as to not unreasonably interfere with Grantor's use and enjoyment of the Property;

   (c) To prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth herein, which are non-exclusive, any other remedy at law or in equity being equally available to Grantee;

(d) To use whatever technology or technological devices might be available from time to time to monitor and accomplish the Conservation Purposes of this Easement, including, without limitation, still photography; audio and video recording and monitoring; aerial imaging, including, without limitation, still, audio, and video recording, archived and real-time, the use of drones; and any other aid in monitoring which may yet be invented, discovered, or made available, all of which are intended to be used for the purpose of assuring compliance by Grantor with the provisions of this Easement, and to prevent any violation of the provisions of this Easement by any third party;

(e) To require the implementation of varying management practices for different areas of the Property to the extent necessary or reasonable, in Grantee's sole discretion, for the preservation of the Conservation Values of the Property, and for the enforcement of the Conservation Purposes of this Easement; and

(f) To engage consultants, agents, and other third parties to assist Grantee in carrying out the rights of Grantee provided in this Easement, including, without limitation, the right on the part of such consultants, agents, and other third parties to enter the Property as required or permitted by this Easement.

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

3.1 **Subdivision.** The Property consists of two parcels of land as shown on Exhibit A-1, named Parcel 1 (054-173.00) and Parcel 2 (055-060.24). The Property may not be further divided, partitioned, or subdivided in any way other than as set forth in **Section 4** of this Easement. The terms "Subdivided" and "Subdivision" shall include a long-term lease or other use of the Property that creates the characteristics of a subdivision of the Property as determined in the sole discretion of Grantee;

3.2 **Commercial Development.** Any commercial or industrial use or development of the Property or on the Property, including any commercial forestry activities;

3.3 **Topography.** The filling, excavating, dredging, surface mining, deep mining, drilling, or any removal of topsoil, sand, gravel, shale, rock, peat, minerals, or other materials, on or from the Property. To the extent Grantor owns the mineral rights with respect to the Property, also prohibited is the exploration for, or development and extraction of, minerals and hydrocarbons from on or under the Property by any method whatsoever, including, without limitation, mining or extraction from a site or location off the Property. With the prior express written consent of Grantee, minimal filling, excavating, and dredging shall be permitted as may be necessary for creekfront and waterfront stabilization, wildlife habitat rehabilitation, grading and/or rerouting roads and travelways to the extent doing so enhances and/or further protects the Conservation Values of the Property, and rehabilitation and pond

maintenance as may be provided in **Section 4** of this Easement. No surface mining of any kind shall be permitted; all surface mining is strictly prohibited;

3.4 **Dumping; Underground Tanks.** The storage or dumping of trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, or any placement of above ground or underground storage tanks in, on, or under the Property, other than water tanks used for the purpose of establishing a water reserve for fire-fighting purposes, which is subject to the prior review and approval of Grantee pursuant to the provisions of this Easement, so long as the area disturbed for such permitted placement is revegetated and restored to its natural condition promptly after completion of the work. There shall be no changing of the topography through the disposal of soil, spoil, or other substance or material such as landfill or dredging spoils, nor shall activities that could cause erosion or siltation on the Property be conducted on the Property or on any adjacent property, if owned or controlled by Grantor;

3.5 **Construction.** The placement or construction of any buildings, structures, commercial communication towers, antennae, and related facilities, or other improvements of any kind, other than as may be described in **Section 4** of this Easement;

3.6 **Access.** Access by the public at large, except with the express permission of Grantor or pursuant to a written agreement with an agency of the State of Tennessee (approved by Grantee) so long as (a) the provisions of such agreement do not compromise, in Grantee's sole discretion, the Conservation Values of the Property or the Conservation Purposes of this Easement, and (b) any such agreement is approved, in advance, by Grantee pursuant to the provisions of this Easement;

3.7 **Hunting.** Hunting on or from the Property, except by permission of Grantor. This may in no way be interpreted to support any activity resembling a commercial hunting preserve;

3.8 **Motorized Vehicle Use.** No All Terrain Vehicles ("ATVs") or similar self-powered vehicles are allowed on the Property except as used by Grantor and/or Grantee, and then only for the purpose of maintaining and monitoring the Property; provided, however, Grantor, Grantor's immediate family, and Grantor's family members and Grantor's invitees shall have the ability to allow the use of ATVs for private, non-commercial recreational so long as such use does not adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement, in Grantee's discretion.

3.9 **Signs.** The placement of any commercial signs or billboards on the Property except those small, relatively unobtrusive signs, the placement, number, and design of which do not diminish the scenic character of the Property, which may be displayed to state the name and address of the Property and the names of persons living on the Property, to advertise the Property for sale or rent, to post the Property to control

unauthorized entry, to provide notice that the Property is protected property, to identify Grantee as the holder of an interest in the Property, to identify a significant distinction of the Property, such as a Century Farm or National Register of Historic Places, or as may be required by the pre-existing or other permitted uses of the Property;

3.10 Introduced Species. The intentional introduction of any exotic or invasive plant or animal species on the Property.

3.11 Surface Water; Ground Water. The pollution, contamination, or alteration of surface water, natural water courses, lakes, ponds, marshes, ground or subsurface water, or any water on or near the Property, except such alteration as may be described in **Section 4** of this Easement, or as may be legally permitted for irrigation or for use in ponds. No ground or surface water from the Property shall be removed, collected, impounded, stored, transported, diverted, or otherwise used for any purpose or use outside the boundaries of the Property without the prior express written consent of Grantee, which consent may be granted or withheld in Grantee's sole discretion, and which must not adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement;

3.12 Timber. The cutting of any trees other than pursuant to a non-commercial forest management plan approved by Grantee and the Tennessee Division of Forestry, and in accordance with both (a) the specific guidelines adopted by Grantee's Board of Directors, a copy of which was provided prior to the execution and delivery of this Easement ("Grantee Guidelines"), which may be amended from time-to-time, and which, to the extent they are inconsistent with BMPs (defined below), shall control, and (b) the Tennessee Division of Forestry Best Management Practices Guidelines ("BMPs"), as outlined in the Forestry Best Management Practices Manual in existence as of the date of this Easement or as may be amended from time-to-time by the Tennessee Division of Forestry ("Forest Management Plan"), which Forest Management Plan shall be developed and implemented solely for the purpose of enhancing the Conservation Values of the Property; provided, however, the cutting down or removal of dead, diseased, or storm-damaged trees that may pose a threat to life or property on the Property, trees to be removed for wildfire control purposes as determined by Grantee and/or the Tennessee Division of Forestry, or that may be required in order to maintain views, maintain trails, or for use by Grantor as personal firewood, shall be permitted. The allowances in this Section **3.12** are intended to be minimal in scope;

3.13 Management Areas. While the entire Property is subject to management for the preservation of the Conservation Values of the Property, because of varying conditions of the Property, variations of management techniques must be utilized for different areas of the Property. There shall be no timber cutting, timber harvesting, clearing or removal of vegetation, or any other activity that may have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement in any area identified and designated by Grantee, either

at the time of the conveyance of this Easement, or any time in the future, as a "Management Area B." Such areas include, but are not limited to, areas with significant Conservation Values with respect to relatively natural habitat for fish, wildlife, or plants or similar ecosystems and include, with or without specific designation by Grantee, any area within 100 feet, or such other distance as may be required by (a) the Grantee Guidelines, or (b) the specific terrain, of any cave, cave opening, or cave entrance; wetlands; any area evidencing aquatic or wetland-based plant species; creeks; streams; and blue-line streams; provided, however, in the event Grantee makes a written determination that certain forest management or other activities within a Management Area B would enhance the Conservation Values of the Property or would further protect the Conservation Purposes of this Easement, subject to any and all Grantee requirements, such forest management or other activities, as outlined in writing by Grantee, may be permitted within a Management Area B; provided further, however, any use of the Property that is actually taking place within a Management Area B as of the date of this Easement and is (i) disclosed to Grantee by Grantor, or (ii) known by Grantee prior to the date of this Easement ("Prior Use"), shall be permitted to continue so long as such Prior Use is not changed, altered, modified, expanded, or in any other way varied so as to have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement;

3.14 Density. No portion of the Property may be used to satisfy land area requirements for other property not subject to this Conservation Easement for purposes of calculating building density, lot coverage, or open space pursuant to otherwise applicable federal, state, and local laws, rules, regulations, ordinances, or requirements controlling land use. No development rights that have been encumbered or extinguished by the Easement may be transferred or applied to any other property; and

3.15 Any Use Inconsistent with Purpose. The parties recognize that this Easement cannot address every circumstance that may arise. The parties agree on the Conservation Values of the Property and the Conservation Purposes of this Easement, and further agree that those Conservation Values of the Property and the Conservation Purposes of this Easement are paramount to any other use of the Property. The Property will be retained forever in its natural, scenic, and undeveloped condition, and will be used in a manner so as to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property, its wildlife habitat, and/or natural resources. Any use or activity which is inconsistent with, or threatens, the Conservation Values of the Property or the Conservation Purposes of this Easement is prohibited.

All activity on the Property shall be conducted so as to avoid the occurrence of soil erosion and sedimentation of streams or other water courses. Without limitation of the foregoing, Grantor and Grantee shall, in identifying practices that will prevent soil erosion and sedimentation, refer to the soil conservation practices as then established or recommended by the Natural Resources Conservation Service of the United States Department of

Agriculture or any successor governmental office or organization performing the same function within the United States government, as approved in advance by Grantee.

4. **Reserved Rights.** Grantor reserves to itself and to its successors and assigns, all rights accruing from Grantor's ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not inconsistent with the Conservation Values of the Property or the Conservation Purposes of this Easement. Specifically subject to all other provisions of this Easement, the following rights are reserved (collectively, "Reserved Rights"):

4.1 **Reside.** The right to reside on the Property in perpetuity within the areas described in this **Section 4**;

4.2 **Convey and Pledge.** The right to sell, donate, gift, mortgage, pledge, lease, bequeath, or otherwise convey the Property, provided such conveyance is subject to the terms of this Conservation Easement, written notice is provided to Grantee, and the Transfer Payment (defined below) is paid to Grantee, all in accordance with the provisions of **Section 12** of this Easement. Any such sale or other conveyance shall have no effect on the application of the provisions of this Easement, which provisions shall remain in full force and effect;

4.3 **Subdivision of the Property.** Parcel 2 may be subdivided up to one (1) time into a maximum of two (2) separate parcels with each of those two separate parcels including a single "Building Area" as discussed in **Section 4.4** below. For the avoidance of doubt, after such subdivision, the aggregate Property (including Parcel 1 plus the two subdivided parcels resulting from the subdivision of Parcel 2 referenced herein) shall consist of no more than three (3) total separate parcels. Any portion of the Property that is subdivided from the Property shall remain subject to all of the provisions of this Easement. Any and all subdivisions of the Property shall be subject to the prior express written consent of Grantee, and shall not have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement, in Grantee's sole discretion;

4.4 **Dwelling Structures.** The right to construct, remodel, renovate, or replace up to a total of two (2) residential dwelling structures on the Property; one (1) residential dwelling structure within each of the two (2) two (2.0)-acre "Building Areas" (individually "Building Area" or collectively, "Building Areas") shown on **Exhibit B** and more particularly described on **Exhibit C** to this Easement; provided that the residential dwelling structures shall not individually exceed 5,000 square feet of heated living area nor be greater than two (2) stories above ground in height, subject to the following:

(a) There shall be no construction nor removal of any trees on the Property for the foregoing purposes until each of the following conditions is satisfied:

(i) The location and dimensions of any new road, travelway, driveway, or parking area to serve the Building Area shall be reviewed and must be approved by Grantee, there being a strong preference in favor of the use of roads, travelways, or driveways already existing on the Property. The location and dimension of each road, travelway, driveway, and/or parking area must not, in Grantee's sole discretion, result in any adverse impact on any of the Conservation Purposes of this Easement or the Conservation Values of the Property;

(ii) The location of any new road, travelway, driveway, or parking area as well as any new utility facilities shall be identified and surveyed by Grantor and such survey information shall be provided to Grantee in the form Grantee requires, at the sole expense of Grantor, prior to Grantee's review;

(iii) Grantee must approve, in writing, prior to any recordation and prior to the commencement of any work, all of Grantor's plans and concepts for the location and construction of any structure within any Building Area as well as the location and nature of any road, travelway, driveway, easement, parking area, and utility facility;

(iv) Grantor, and not Grantee, shall bear all responsibility for obtaining permits, licenses, or other approvals of any state, county, or municipal government for the location and construction of the Building Area, dwelling, utility facility, road, travelway, driveway, or other structure the location of which is to be reviewed and approved by Grantee under this **Section 4**;

(v) The description of each utility easement area and any new road, travelway, driveway, or parking area, as reviewed and as approved by Grantee, shall be re-surveyed following completion, and a set of "as built" drawings will be furnished to Grantee and shall be added to the monitoring reports and kept with the Baseline Document Report for this Easement; and

(vi) All of Grantee's expenses incurred in the review, approval, and oversight of the Reserved Rights in this **Section 4**, as well as the costs and expenses thereof, shall be paid, in full, by Grantor prior to undertaking any construction, including clearing of any area or areas. Grantee may require a deposit of its estimated expenses before reviewing any surveys or other submissions by Grantor and/or prior to making any comments or granting any approvals requested by Grantor;

(b) At such time as the above requirements have been satisfied, the monitoring reports for the Baseline Documentation Report shall include such Building Areas and the access and utility easements serving such Building Areas;

(c) Grantor shall have the right to drill a water well in each Building Area as may be selected for construction of a dwelling for the purpose of providing potable water to the dwelling or other structure located within the Building Areas. Grantor shall give Grantee at least ten (10) business days' advance written notice of the intent to drill such a well and the approximate location of the intended well. Within five (5) calendar days of the completion of the intended well, Grantor shall provide to Grantee the specific location of such well for purposes of updating and maintaining the Baseline Documentation Report;

(d) The Building Areas are shown on the drawing attached hereto as **Exhibit B**, and more particularly described on **Exhibit C**.

The Building Areas shall remain subject to all of the provisions of this Easement;

4.5 Accessory Structures. The right to build one accessory structure, such as a barn or shed, within each of the aforementioned Building Areas; provided, however, no accessory structure built or to be built within the aforementioned Building Areas described in **Section 4.4** of this Easement, shall be used as a living or dwelling site. No such structure shall have a sewer connection, septic system, or other wastewater disposal system. The specific location and size of all such structures, which is subject to the express, written approval of Grantee, shall not adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement in the sole discretion of Grantee;

4.6 Utilities. The right to provide utilities to the structures described in **Sections 4.3 4.4**, and **4.5**, and any other permitted structure; provided, however, that any utility introduced to the Property should be underground, to the extent economically possible. Grantor shall use its best efforts to locate any aboveground utilities in the least obtrusive location, staying as close as possible to, or within, already existing farm roads or travelways. The installation of such utilities may not adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement, as shall be determined by Grantee, in Grantee's sole discretion prior to undertaking any such utility construction or installation;

4.7 Additional Agricultural Use. In addition to any current agricultural activity on the Property, any low-impact agricultural use that does not conflict with the Conservation Values of the Property or the Conservation Purposes of this Easement shall be allowed on the Property with prior notification to, and the express written approval of, Grantee, following Grantee's determination, in Grantee's sole discretion, that (a) no existing Conservation Values of the Property are

compromised, and (b) provided the Conservation Purposes of this Easement are not violated or compromised;

4.8 **Chemical Agents.** The right to use governmentally-approved chemical agents in the control of non-indigenous plant species and invasive plant species (whether indigenous or non-indigenous) and otherwise hazardous plants; provided, however, such actions shall be consistent with, and in compliance with, all applicable federal, state, and local laws, rules, regulations, ordinances, and requirements, and with manufacturer's guidelines, and, notwithstanding any such laws, rules, regulations, ordinances, requirements, and manufacturer's guidelines, must be in compliance with the best environmental practices then prevailing for conservation; provided further, however, if the use of any such chemical agents will have an adverse impact on any of the Conservation Values of the Property or the Conservation Purposes of this Easement, the use of such agents shall be prohibited. Any such herbicides or pesticides shall be the least toxic necessary to accomplish the task at hand;

4.9 **Signs.** The right to display small, relatively unobtrusive signs showing the location and address of the Property and its facilities as well as signs indicating that the Property is available for sale or rent, for purposes of public access, if applicable, or as may be useful to support permitted educational, scientific, and recreational activities, including signs as may be reasonably necessary for public park purposes as described elsewhere in this Easement, as well as any sign indicating that the Property is protected property subject to this Easement;

4.10 **Scientific Activity.** The right, with prior written approval of Grantee, to permit or allow the Property to be used for scientific research by a member of the faculty of any accredited college or university or by a student or a group of students worked under the direct supervision of such a faculty member so long as such research activities do not adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement;

4.11 **Public Access.** There shall be no public access unless Grantor has expressly permitted such access, and provided such access does not adversely impact the Conservation values of the Property or the Conservation Purposes of this Easement. No member of the public shall have any expectation of privacy while on the Property. Reference is made to **Section 2** of this Easement and Grantee's entry and monitoring rights as set forth therein;

4.12 **Ponds; Banks; Frontage.** The right to maintain any pond or ponds on the Property in the current condition or as may be modified consistent with recommendations from any appropriate state or federal agency, which modification(s) is/are subject to the prior written consent of Grantee; the right to enhance the physical stability and natural features of any current pond or ponds by ecologically appropriate methods as established or recommended by the Natural Resources Conservation Service, or any qualified organization performing the same function, and approved in advance, in writing, by Grantee; the right to rehabilitate and restore any and all

creek, stream, river bank, and frontage areas, subject to the prior written consent of Grantee, in compliance with all local, state, and federal water quality and other laws, rules, regulations, ordinances, and requirements; and further provided that none of the activities described in this **Section 4.12** shall have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement;

4.13 Feed Plots; Wildlife Observation. The right to establish one or more feed plots on the Property in accordance with a Wildlife Management Plan devised in conjunction with and approved by Grantee and/or the Tennessee Wildlife Resource Agency, or any other similar state or federal agency, the number and total acreage of which is subject to the express, written consent of Grantee, and the right to construct wildlife observation structures, in number and location subject to the express, written consent of Grantee, all of which must not adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement;

4.14 Leases and Other Interests. The right to lease or to grant others less than fee-simple interests in the Property for any use permitted Grantor, subject to Grantee's prior written approval, provided that such lease or other interest in the Property is subject to and consistent with the provisions of this Easement, and does not constitute an impermissible subdivision of the Property, and further provided the use contemplated by such lease or other interest in the Property does not adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement;

4.15 Temporary Agricultural Structures. The right to build temporary agricultural structures on the Property. Temporary agricultural structures are non-permanent buildings for short-term use that store farm equipment, house livestock, or support farm operations (including for the purposes of example, a pole barn). Such structures shall only be used for agricultural purposes. No such structure shall be used as a living or dwelling site, have utilities, a sewer connection, a septic system, or other wastewater disposal system. The specific location, size, and timeframe for use of all such structures, is subject to the express, written approval of Grantee, shall not adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement in the sole discretion of Grantee;

4.16 Water Wells for Agricultural Activities. Grantor shall have the right to drill water wells to support agricultural activities on the Property. Grantor shall have the right to maintain, replace, or remodel those same water wells. Grantor shall give Grantee at least ten (10) business days' advance written notice of the intent to drill, replace, or remodel such a water well and the approximate location of the intended water well. Within five (5) calendar days of the completion of the intended water well, Grantor shall provide to Grantee the specific location of such water well for purposes of updating and maintaining the Baseline Documentation Report; and

4.17 Other Uses. Grantor may, or may permit others to, engage in or perform any other actions or activities that are not prohibited herein, and which do not compromise the Conservation Values of the Property or adversely impact the Conservation Purposes of this Easement.

In connection with any reserved right of Grantor to install and maintain roads, travelways, and/or driveways for vehicular access to the areas of the Property on which the existing, if any, and additional structures and related ancillary improvements are and/or may be constructed pursuant and subject to the terms and conditions of this Easement, with such roadways, travelways, and/or driveways to provide for ingress and egress across the Property to such locations and to the adjacent properties, such right shall be subject to the following requirements and conditions: (i) such roadways, travelways, and/or driveways shall be located, to the extent possible, in the path of forestry roads or other travelways existing on the Property as of the date of this Easement; (ii) the width of the area cleared for such roadways, travelways, and/or driveways shall not exceed that which is necessary for the safe use of such roadways, travelways, and/or driveways, and in no event shall exceed a reasonable width for two lanes of vehicular traffic and the installation of underground utilities; (iii) all newly constructed roadways, travelways, and/or driveways, or any roadways, travelways, and/or driveways that are rebuilt or reconstructed shall be constructed only of pervious materials; (iv) such roadways, travelways, and/or driveways shall otherwise be installed in a manner to avoid unnecessary tree removal and land disturbance; (v) if such roadways, travelways, and/or driveways require any grading or change in topography, then such grading shall blend into the natural topography of the Property as much as reasonably possible, shall be constructed so as to control erosion, and shall be of design and location approved, in writing, in advance, by Grantee; and (vi) Grantee has approved the proposed roadways, travelways, and/or driveways and access to the adjacent lands based on the foregoing requirements. Following the construction of any roadway, travelway, or driveway, Grantor shall cause an "as built" survey of such roadway, travelway, or driveway to be prepared by a Registered Land Surveyor, and shall provide a sealed copy of such survey to Grantee, in Grantee's name or in joint names with Grantee and Grantor, which shall become a supplement to the Baseline Documentation Report. Notwithstanding any other provision of this **Section 4**, the activities enumerated herein shall be prohibited to the extent any such activity or activities adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement.

No Reserved Right, or any other right described in **Section 4** of this Easement, or elsewhere in this Easement, may be exercised unless and until Grantee is satisfied that the exercise of such right in the manner proposed by Grantor can be undertaken without an adverse impact on the Conservation Purposes of this Easement, the Conservation Values of the Property, or other significant ecological values of the Property, and Grantee provides its express written consent to such exercise. The approval procedure set forth in this Easement is established for the purpose of making that determination. Grantor hereby waives, for Grantor and Grantor's heirs, executors, successors, and assigns, to the fullest extent allowed by law, any and all right to seek or recover damages from Grantee in any litigation or other legal action arising from a dispute over Grantee's exercise of its rights, obligations, or interpretations under this **Section 4** or any other Section of this Easement, and Grantor

agrees that the sole remedy or legal right to seek redress arising from any adverse decision of Grantee shall be to seek a declaratory judgment or other legal declaration by a Court of Competent Jurisdiction (defined below) as to the rights of Grantor hereunder. Grantor and Grantee agree that it is their intent that the rights reserved by Grantor in this Easement conform to the requirements of 26 C.F.R. § 1.170A-14, and any rights so reserved by Grantor shall be limited to the extent such rights do not conform with 26 C.F.R. § 1.170A-14. Grantor may not exercise any of its rights reserved under this Easement, including those rights reserved in this **Section 4**, in such a manner that may adversely impact the Conservation Values of the Property or the Conservation Purposes of this Easement. Notwithstanding any other provision of this Easement, Grantor shall notify Grantee, in writing, and must receive Grantee's express written consent, before exercising any of Grantor's rights reserved under **Section 4** of this Easement. If Grantee determines, in Grantee's sole discretion, that any specific exercise by Grantor of any of its reserved rights under this Easement may have an adverse impact on the Conservation Values of the Property or the Conservation Purposes of this Easement, Grantee may withhold its approval of such action.

The parties acknowledge and agree that a part of Grantor's intent in the conveyance of this Easement is to exercise the Reserved Rights set forth in **Section 4** (which are generally not inconsistent with the Conservation Values) and Grantee agrees that any right herein to exercise "sole" discretion with respect to approval and consent to those rights shall be made in good faith, and shall not be interpreted to permit arbitrary and capricious rejection of the Reserved Rights.

5. Notice and Approval.

5.1 Notice of Intention to Undertake Action Permitted Pursuant to Section 4. The purpose of requiring Grantor to notify Grantee prior to undertaking any of the activities described in **Section 4** of this Easement, or elsewhere in this Easement, is to afford Grantee an adequate opportunity to review the proposed activities to ensure that they are designed and carried out in a manner that is not inconsistent with the terms, conditions, and purposes of this Easement. Whenever Grantor intends to exercise any right reserved in **Section 4** of this Easement, or elsewhere in this Easement, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is expressly required. The notice shall describe the nature, scope, design, location, timetable, and any other material aspects of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to the proposed activity's consistency with the terms, conditions, and purposes of this Easement.

5.2 Grantee's Approval. Grantee shall grant or withhold its approval in writing within thirty (30) days of actual receipt of Grantor's written request therefor. Grantee's approval may be withheld on a determination by Grantee that the action as proposed would be inconsistent with the terms, conditions, or purposes of this Easement, would be inconsistent with the restrictions set forth in this Easement, would

adversely impact the Conservation Values of the Property, would adversely impact the Conservation Purposes of this Easement, or would adversely impact any other significant ecological values of the Property. In the event Grantee has not replied in writing to Grantor's request within such thirty (30) day period (or such other applicable time period as may be expressly required), Grantor's request will be deemed denied. This does not preclude Grantor from resubmitting the same or similar request for approval should Grantee not respond within the aforementioned thirty (30) days.

6. Grantee's Remedies.

6.1 Notice of Violation; Corrective Action. If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice of such violation to Grantor and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan to which Grantor and Grantee have agreed in writing. In the event Grantor and Grantee, both operating in good faith, cannot agree to such plan, another organization that is qualified pursuant to 26 U.S.C. § 170(h) and 26 C.F.R. § 1.170A-14 to acquire and hold conservation easements, which organization holds at least 20 (or some substantially significant number) conservation easements in the same general area as Grantee, shall prepare the plan of restoration, at Grantor's sole cost and expense.

6.2 Injunctive Relief. If Grantor fails to cure the violation within sixty (60) calendar days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, if Grantor fails to begin curing such violation within the sixty (60) day period, or if Grantor fails to diligently pursue the cure to completion, in addition to exercising any other remedy set forth in this Easement, Grantee may bring an action at law or in equity in a Court of Competent Jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte, as necessary, by temporary restraining order, temporary or permanent injunction, and/or, in Grantee's discretion, to require the restoration of the Property to its condition at the time of the donation of this Easement as set forth in 26 C.F.R. Section 1.170A-14(g)(5)(ii). The parties agree that any bond to be posted by Grantee in pursuit of such a remedy shall be no more than Five Hundred Dollars ($500).

6.3 Damages. If there is a violation of any of the provisions of this Easement, Grantee shall notify Grantor by written instrument, and Grantor shall promptly cure the violation by (a) ceasing the activity giving rise to the violation, (b) restoring the Property to its condition before the violation, or (c) both, as the case may be. Grantee shall have the right, but not the obligation, to pursue legal actions or proceedings at law and/or in equity to enforce the terms of this Easement, including, without limitation, the protection of the Conservation Values of the Property and

the Conservation Purposes of this Easement, including the right to cause such violation to be cured, and if a Court of Competent Jurisdiction determines that a violation has occurred hereunder, the then-current owner of the Property shall reimburse Grantee, as applicable, for all reasonable expenses incurred, including legal fees and attorney fees, whether in or out of court, and the cost of legal proceedings brought to cure the violation or to collect such reimbursement. Additionally, if Grantor violates this Easement in such a manner as to cause damage to, extract, or remove any trees, mineral resources, pond, wetland, stream, or other natural resource protected by this Easement, including a violation resulting from failure to obtain Grantee's approval, Grantee shall be entitled to payment of damages in the amount of the value of the protected natural resource in addition to all other remedies and damages set forth herein. Grantee may seek payment and recovery of such damages by any means available. The value of the protected natural resource shall be established as the greater of (y) the market value of the resource or (z) the cost of immediate restoration of the Property and all resources to their condition prior to the violation. If such immediate restoration is not reasonably possible, then the market value of the resource shall be the amount of damages. If the resource does not have readily determinable market value, then the amount of damages shall be the amount which a Court of Competent Jurisdiction may determine, taking into account the importance of the resource to the fulfillment of the Conservation Purposes of this Easement.

6.4 **Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property or the Conservation Purposes of this Easement, Grantee may pursue its remedies under this **Section 6** without prior notice to Grantor or without waiting for the expiration of any cure period.

6.5 **Scope of Relief.** Grantee's rights under this **Section 6** apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are, or may be, inadequate and that Grantee shall be entitled to the injunctive relief described in **Section 6.2** of this Easement, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this **Section 6** shall be cumulative and shall be in addition to all remedies now or hereafter existing at law, in equity, or as may be set forth in this Easement.

6.6 **Costs of Enforcement.** All reasonable, actual costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, actual costs and expenses of suit, actual, reasonable attorney fees (with or without suit), and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor, and shall be promptly paid to Grantee by Grantor within thirty (30) calendar days of the completion of any such

enforcement activity by Grantee; provided, however, that if Grantor ultimately prevails in a judicial enforcement action, each party shall bear its own costs, fees, and expenses. In no event shall Grantee be liable to Grantor for any costs, fees (including attorney fees), or expenses brought in the course of an enforcement action unless it is conclusively determined by a Court of Competent Jurisdiction that Grantee acted with actual malice in bringing such enforcement action, in which case Grantee shall be liable to Grantor only for Grantor's costs, fees (including reasonable attorney fees), and expenses actually incurred in defending such a suit.

6.7 **Forbearance.** Forbearance by Grantee to exercise any of its rights under this Easement in the event of any violation of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such provision or of any subsequent breach of the same or any other provision of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy on the occurrence of any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.8 **Waiver of Certain Defenses.** Grantor hereby waives and agrees not to assert any defenses of laches, estoppel, prescription, statute of limitations, or any period of limitations of actions.

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

6.10 **Rights and Remedies in Relation to Third Parties.** As the owner of a real property interest under this Easement, Grantee shall have the right, without limitation of any rights herein as against Grantor, to assert and enforce any of the rights and remedies in this Easement against any person or entity other than Grantor that engages in any activity on the Property that constitutes a violation of any of the covenants or restrictions of this Easement, whether such person or entity enters on the Property as a tenant, guest, or invitee of Grantor, by an act of trespass, or by any claim of right, and Grantor shall cooperate with Grantee by joining in any action or proceeding commenced by Grantee for such purpose. No trespasser or any other person on the Property with or without Grantor's express permission[1], other than Grantor, shall have any expectation of privacy while on the Property, and Grantee shall not be liable to any such trespasser or person on the Property, for any "invasion of privacy" claim or any other or similar claim arising as a consequence, intended or unintended, of, or related to, Grantee's activities in monitoring the Property and enforcing the provisions of this Easement.

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[1] Residents shall have an expectation of privacy within their respective residences.

6.11 No Third Party Rights of Enforcement. This Easement may only be enforced by Grantor and Grantee, and no third party beneficiary rights, rights of enforcement, or other rights are created or intended to be created or granted by this Easement in or to any other person or entity, any person or entity that was once a "Grantor" but is no longer an owner of the Property, the public generally, or any governmental authority except to the limited extent necessary to undertake an action under **Section 11** of this Easement or as required by statute (and only to the extent such statute cannot be waived by agreement of Grantee and Grantor).

7. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement, other than as may be specifically set forth herein.

8. Costs; Liabilities; Taxes; Environmental Compliance.

8.1 Costs; Legal Requirements; Liabilities. Grantor retains all responsibilities and shall bear all costs, expenses, and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of policies of adequate, in Grantee's reasonable discretion, liability insurance coverage, and Grantor shall cause Grantee to be named as an additional insured on all such policies. Grantor shall provide to Grantee, at least annually, certificates evidencing such insurance. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, rules, regulations, ordinances, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by, Grantor. To the extent any such lien is recorded or asserted against the Property, Grantor shall have such lien discharged and/or released, in full, within thirty (30) calendar days of the assertion of such lien.

8.2 Taxes. Each owner of any portion of the fee interest Property shall pay all taxes and assessments lawfully assessed against such portion of the Property owned by such owner, and shall provide to Grantee receipted tax bills or other evidence satisfactory to Grantee within thirty (30) days of any written request therefor. Grantee shall have the right to pay any lawful taxes and assessments in order to prevent a "delinquent tax sale" or other lien foreclosure of the Property or any portion thereof, and the entire amount paid by Grantee, together with all costs and expenses, fines, interest, and penalties, including reasonable attorney fees, shall be immediately due and payable to Grantee by Grantor, and shall bear interest at the then-applicable rate of interest for judgments in Tennessee until fully paid. In the event the Property, or any portion thereof, is sold at a delinquent tax sale, Grantee shall have all redemption rights provided in the Tennessee Code Annotated to a fee simple owner of the Property, as if Grantee were the fee simple owner of the Property; Grantee shall be considered a "Person Entitled to Redeem" as that term is defined in Tennessee Code Annotated Section 67-5-2701, *et seq*.

8.3 Availability or Amount of Tax Benefits. Neither Grantee nor any of Grantee's officers, directors, employees, agents, or counsel makes any assertion, warranty, representation, claim, or other assurance, or provides any advice regarding the availability, amount, or effect of any deduction, credit, or other benefit to Grantor or any other person or entity to be derived from the donation of this Easement or other transaction associated with the donation of this Easement pursuant to any federal, state, local, or other tax law. This donation is not conditioned on the availability or amount of any such deduction, credit, or other benefit. Neither Grantee nor any of Grantee's officers, directors, employees, agents, or counsel makes any assertion, warranty, representation, or other assurance, or provides any advice regarding the value of this Easement or of the Property. As to all of the foregoing, Grantor acknowledges that Grantor is relying on Grantor's own legal counsel, accountant, financial advisor, appraiser, tax, or other consultant, and not on Grantee or any legal counsel, accountant, financial advisor, appraiser, or other consultant, employee, or agent of or counsel to Grantee. In the event of any audit or other inquiry of a governmental authority into the impact of this donation on the taxation or financial affairs of Grantor or Grantor's successors, assigns, or affiliates or any other similar matter, then Grantee shall be reimbursed and indemnified by Grantor for any cost or expense of any kind or nature whatsoever, including attorney fees, incurred by Grantee in responding or replying thereto, or participating therein.

8.4 Representations and Warranties of Grantor; Environmental Compliance. Grantor certifies, represents, and warrants that, after reasonable investigation and to the best of its knowledge:

(a) No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, rule, regulation, ordinance, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;

(b) There are no above ground or underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no above ground or underground storage tanks have been removed from the Property other than in full compliance with applicable federal, state, and local laws, rules, regulations, ordinances, and requirements;

(c) Grantor and the Property are in compliance with all federal, state, and local laws, rules, regulations, ordinances, and requirements as may be applicable to the Property and/or its uses;

(d) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property;

(e) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, rule, regulation, ordinance, or requirement as may be applicable to the Property and/or its uses, and Grantor is not aware of any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders; and

(f) The Baseline Documentation Report includes, among other things:

- Owner Acknowledgment of Condition.
- Purpose and Summary of Easement Conditions.
- Natural Features of the Property.
- Environmental Conditions of the Property.
- Narrative description of the significant ecological and other Conservation Values and characteristics of the Property.
- Topographic map of the Property.
- Photographs of current site conditions on the Property.

The Baseline Documentation Report is a true, correct, and accurate representation of the condition of the Property at the time of the execution, delivery, and recordation of this Easement.

8.5 Environmental Compliance; Remediation. If, at any time, there occurs, or has occurred, a release by Grantor in, on, under, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, rule, regulation, ordinance, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to, promptly and with all due haste, take all steps necessary to assure its containment and remediation, including any cleanup that may be required, to the full and complete satisfaction of any and all federal, state, and local agencies or authorities and to the full and complete satisfaction of Grantee.

8.6 Environmental Compliance; No Grantee Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an "operator" or other potentially responsible or responsible party with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and Tennessee Code Annotated Section 68-212-101 *et seq.*, or any

other state or federal law regarding liability for hazardous wastes, toxic substances, pollution, or other, similar matters.

8.7 **Indemnity and Hold Harmless.** If Grantee is required by a court of competent jurisdiction to pay damages resulting from personal injury, property damage, hazardous waste contamination, or hazardous materials usage that occurs on the Property, Grantor shall promptly indemnify and reimburse Grantee for these payments, as well as for reasonable attorney fees and other expenses incurred by Grantee in connection therewith, unless Grantee or its agents or contractors are grossly negligent or have committed a deliberate act that is determined by a court of competent jurisdiction to be the cause of the injury or damage.

8.8 **Indemnification.** Grantor covenants and agrees to indemnify, defend, reimburse, and hold Grantee, its directors, officers, agents, contractors, counsel, and employees harmless from, for, and against any Loss (defined below) to the extent such Loss arose from an Indemnified Cause (defined below). A "Loss" shall mean any loss, cost, liability, penalty, fine, claim, or damage of any kind or nature whatsoever, including attorney fees, that Grantee or any of its directors, officers, contractors, agents, counsel, or employees may reasonably be concluded to have suffered, paid, or incurred, or for which demand for payment has been made. The term "cost" shall include, but shall not be limited to, reasonable attorney fees, witness and court fees, and expert fees, whether as witnesses or consultants. An "Indemnified Cause" shall mean any of the following: the violation or alleged violation of any law in, on, or involving the Property, by Grantor or anyone acting by, for, through, or under the direction of Grantor, including but not limited to any tenant, contractor, agent, licensee, or invitee of Grantor; any breach of any covenant and/or restriction in this Easement by Grantor or anyone acting by, for, through, or under the direction of Grantor, including but not limited to any tenant, contractor, agent, licensee, or invitee of Grantor; any tax or assessment on the Property or on this Easement or the rights it represents or that it grants to Grantee; any death or injury to any person occurring on or about the Property; any lien or attempts to enforce a lien asserted against the Property; the costs of performing any work on the Property; any loss or damage to any property on or about the Property; any dispute involving Grantor and Grantee regarding the interpretation or enforcement of this Easement; or any lawsuit (regardless of whether initiated by Grantor or Grantee) or governmental administrative or law enforcement action which is commenced or threatened against Grantee or any of its directors, officers, agents, contractors, counsel, or employees or to which any of the foregoing are made a party or called as a witness; but the term "Indemnified Cause" shall not include any cause which results from Grantee's own acts which are finally determined by a Court of Competent Jurisdiction to have been the result of the negligence, bad faith, or the willful misconduct of Grantee. It is further agreed that no person shall have an indemnification obligation or liability under this **Section 8.8** as to any Indemnified Cause that arises entirely and solely from events which occurred after such person is no longer the legal or equitable owner of the Property or any part thereof and is no longer in possession of the Property or any part thereof, it being

agreed and understood that all subsequent owners of the Property shall have and assume such indemnification, defense, reimbursement, and hold harmless obligations by the act of taking title to the Property.

9. Extinguishment and Condemnation.

9.1 Extinguishment. If a subsequent unexpected change in the conditions surrounding the Property make impossible or impractical the continued use of the Property for conservation purposes, this Easement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction, and Grantee shall be entitled to a portion of the proceeds from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment ("Conversion Proceeds") at least equal to the proportionate value of the perpetual conservation restriction as set forth in **Section 9.2**, below, multiplied by the total amount of the Conversion Proceeds, unless Tennessee law provides that Grantor is entitled to the full amount of the Conversion Proceeds without regard to the terms of this Easement. Grantee shall use all such proceeds in a manner consistent with the Conservation Purposes of this Easement.

9.2 Proceeds. The Conservation Easement constitutes a real property interest ("Interest") immediately vested in Grantee. For the purposes of this paragraph, and pursuant to 26 C.F.R. § 1.170A-14(g)(6)(ii), Grantor and Grantee stipulate that this Interest shall have a fair market value that is equal to the proportionate value that the Conservation Easement at the time of the grant of the Conservation Easement bears to the value of the Property as a whole at the time of the grant of the Conservation Easement. For the purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Property as a whole shall remain constant. It is intended that this paragraph be interpreted to adhere to and be consistent with the requirements of 26 U.S.C. § 170(h)(5)(A) and 26 C.F.R. § 1.170A-14(g)(6)(ii), it being the specific intent of the parties that the Conservation Values of the Property and the Conservation Purposes of this Conservation Easement shall be treated as being protected in perpetuity in accordance with 26 C.F.R. § 1.170A-14(g)(6).

9.3 Condemnation. If the Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, the amount of the proceeds to which Grantee shall be entitled shall be determined by multiplying the total amount recovered as a result of the condemnation by the ratio set forth in **Section 9.2**, above, unless Tennessee law provides that Grantor is entitled to the full amount of the proceeds resulting from the condemnation without regard to the terms of this Easement.

9.4 Application of Proceeds. Grantee shall use any proceeds received under the circumstances described in this **Section 9** in a manner consistent with the Conservation Purposes of this Easement.

10. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization, and an eligible donee, at the time of transfer pursuant to 26 U.S.C. § 170(h) and 26 C.F.R. § 1.170A-14 (or any successor provision then applicable), and authorized to acquire and hold conservation easements pursuant to the Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 *et seq.*, or any successor provision then applicable or the laws of the United States. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this Easement is intended to advance continue to be carried out, and the transferee has a commitment to protect the Conservation Purposes and the resources to enforce this Easement. Grantee agrees to give written notice to Grantor of any assignment at least one hundred and twenty (120) days prior to the date of such assignment, unless the circumstances of such assignment are such that the 120-day notice is not possible or practical. Any transfer by Grantee, or any successor to Grantee, of all or any portion of this Easement shall not operate to extinguish this Easement. Any subsequent transfer of this Easement by a successor to Grantee shall also be subject to the provisions of this **Section 10.**

11. Successor Grantee. If, at any time, Grantee shall be unwilling or unable to continue as grantee hereunder, including, but not limited to, if Grantee ceases to exist or to be a qualified organization pursuant to 26 U.S.C. § 170(h) and 26 C.F.R. § 1.170A-14 (or any successor provision then applicable), or to be authorized to acquire and hold conservation easements pursuant to the Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 *et seq.*, then Grantor and Grantee shall mutually agree on a qualified successor to Grantee, which must be a qualified organization, and an eligible donee, at the time of the transfer pursuant to 26 U.S.C. § 170(h) and 26 C.F.R. § 1.170A-14 (or any successor provision then applicable), and authorized to acquire and hold conservation easements pursuant to the Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 *et seq.*, or any successor provision then applicable or the laws of the United States, and if Grantor and Grantee cannot agree on a qualified successor to Grantee, the rights and obligations under this Easement shall vest in such organization as a Court of Competent Jurisdiction shall direct, pursuant to applicable Tennessee law and consistent with the requirements for an assignment pursuant to **Section 10** of this Easement.

12. Subsequent Transfers.

12.1 Incorporation of Easement. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.

12.2 Notice; Subordination of Subsequent Encumbrances. Grantor agrees to give written notice to Grantee of the transfer of any interest in the Property at least thirty (30) calendar days prior to the date of such transfer. Any mortgagee must subordinate its rights in the Property to Grantee to enforce the Conservation Purposes of this Easement.

12.3 Successors Bound. Any and all successors to Grantor's interest in the Property shall be bound by the provisions of this Easement.

12.4 Transfer Payment. In consideration of the perpetual obligations assumed by Grantee in this Easement, the costs and expenses of which are unpredictable, including, but not limited to, the obligation to travel to and inspect the Property at least annually for compliance with the terms of this Easement, communicate with present and future owners, respond to questions and other matters, and maintain financial resources for the enforcement of compliance when necessary in fulfillment of Grantee's obligation to be a Qualified Organization pursuant to 26 C.F.R. §1.170A-14(c)(1), and in consideration of Grantor's desire to support Grantee in its charitable mission with respect to the Property and other properties in which Grantee may have accepted conservation easement restrictions, Grantor agrees for itself, its heirs, successors, and assigns, that there shall be paid to Grantee the Transfer Payment (defined below) at the time of each Qualifying Transfer (defined below) in the manner set forth in this **Section 12.4**.

(a) The "Transfer Payment" amount shall be a sum equal to one percent (1.0%) of the Purchase Price (defined below) of the Property, or any portion or part thereof, including, without limitation, the improvements on the Property;

(b) "Qualifying Transfer" shall mean the conveyance of legal title to the Property, or any portion or part thereof, including, without limitation, the improvements on the Property; provided, however, a Qualifying Transfer shall not include the first transfer made within one (1) year following recordation of this Easement;

(c) The "Purchase Price" shall be the sum of the following given as consideration for a Qualifying Transfer: (a) payment of money, (b) the value of any real property or personal property (tangible or intangible) or other tangible consideration, (c) the amount of any purchase money indebtedness, and (d) the amount of any assumed indebtedness. Grantor shall be obligated to provide to Grantee a true and correct copy of the agreement of sale pertaining to the Qualifying Transfer, the settlement statement or closing statement, and/or other documents verifying the Purchase Price to the reasonable satisfaction of Grantee;

(d) In the event of a Qualifying Transfer in which all or part of the consideration is in the form of real or personal property rather than the payment of money, purchase money indebtedness, or assumption of indebtedness, the Purchase Price shall include an amount equal to the fair market value of such real or personal property given in consideration or as partial consideration for the Qualifying Transfer as determined by a qualified appraiser approved by Grantee in its reasonable discretion. Appraisals used in the valuation of real or personal property as a component of the Purchase Price shall be based on

the guidelines and ethical standards of the Appraisal Institute, as then in effect, for the type of property involved. Grantor and Grantee may, however, if they so elect in their discretion, without obligation to do so, accept an alternate method of establishing the value of such real or personal property, including by contemporaneous agreement;

(e) The amount of the Purchase Price shall not include that portion of a Qualifying Transfer that is a gift, devise, bequest, or other transfer not involving consideration by the payment of money, transfer of real or personal property, purchase money indebtedness, or assumption of indebtedness;

(f) The Transfer Payment shall not be applicable to a Qualifying Transfer into a corporation, limited liability company, or general or limited partnership in which Grantor receives all of the shares or interests of the transferee entity as consideration and receives no other consideration;

(g) The obligation for payment of the Transfer Payment shall be binding on Grantor in the Qualifying Transfer and on the purchaser or grantee that is the transferee in the Qualifying Transfer, all of whom shall be jointly and severally liable for the payment of the Transfer Payment, and also shall be binding on their respective heirs, successors, and assigns, and shall run with the land and constitute a lien on the Property until paid;

(h) The Transfer Payment shall be paid to Grantee at or before the time of transfer of legal title. The amount of any Transfer Payment not paid by the time required herein shall (a) accrue interest payable to Grantee at the then-applicable rate of interest for judgments in Tennessee until fully paid, and (b) constitute, together with accrued interest, to the extent permitted by law, a lien on the Property in favor of Grantee until fully paid, provided that such lien shall not be superior to any purchase money mortgage or deed of trust that was executed, recorded, and otherwise validly established against the Property prior to the date of the Qualifying Transfer;

(i) Grantor shall be liable, and Grantor agrees to reimburse Grantee for, all reasonable attorney fees and other costs and expenses of collection incurred by Grantee in the enforcement of the provisions of this **Section 12.4**. This obligation is binding on Grantor, its heirs, successors, and assigns;

(j) Neither the validity of this **Section 12.4** nor compliance with or enforcement of this **Section 12.4** shall have any bearing or effect whatsoever on the validity and/or enforceability of any other provision of this Easement; and

(k) In the event Grantee or any entity related to or affiliated with Grantee ever holds fee simple title to the Property, the provisions of this **Section 12.4**

shall not apply to any transfer by Grantee or any entity related to or affiliated with Grantee.

13. **Estoppel Certificates.** On request by Grantor, Grantee shall, within thirty (30) calendar days, execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to Grantee's knowledge with no duty of inquiry beyond what is set forth in this **Section 13**, Grantor's compliance with any obligation of Grantor contained in this Easement or which otherwise evidences the status of this Easement. Such certification shall be limited to such compliance as of Grantee's most recent complete inspection. Grantor and Grantee acknowledge that the size, shape, and configuration of the Property boundaries, together with the topography of not only the areas of the Property boundaries but of the entire Property are such that Grantee's acknowledgment of Grantor's compliance with the provisions of this Easement at a time other than as of Grantee's most recent complete inspection will necessitate a significant expenditure of time and money. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's cost and expense, and so deliver such certification document within a reasonable period of time following Grantee's receipt of Grantor's written request therefor, and Grantor shall promptly reimburse Grantee for Grantee's costs, fees, and expenses incurred in connection with such inspection and generation of the certification document.

14. **Notice.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be either served personally; sent by first class mail, postage prepaid, certified, return receipt requested; or by nationally recognized overnight courier (such as FedEx or UPS) with fees prepaid for "next business day delivery" addressed as follows:

To Grantor: Chris Rudd
Managing Member
TBC Winchester III, LLC
923 Oldham Drive, #1329
Nolensville, TN 37135

To Grantee: Foothills Land Conservancy
3402 Andy Harris Road
Rockford, Tennessee 37853
Attn: Executive Director

or to such other address as either party from time to time shall designate by written notice to the other. Notice shall be effective, whether actually received or not (a) if personally delivered, on the date of personal delivery; (b) if by mail, on the earlier of (i) the date the return receipt is signed or (ii) that date which is four (4) business days following the date of mailing, which must be evidenced by a mailing receipt obtained from the United States Postal Service at the time of mailing; or (c) if by overnight courier, on the earlier of (i) that

date which is two (2) business days following timely deposit with the overnight courier with fees prepaid for "next business day delivery," or (ii) the date on which the notice is signed by the recipient on delivery.

15. Recordation. Grantee shall record this instrument in timely fashion in the Register of Deeds Office for Franklin County, Tennessee and may re-record it at any time as may be required to preserve Grantee's rights in this Easement.

16. General Provisions.

16.1 Controlling Law; Forum and Venue of Disputes. The interpretation, construction, and performance of this Easement, as well as the rights and responsibilities set forth in this Easement, shall be governed by the laws of the State of Tennessee without regard to its choice of law provisions. Notwithstanding the citizenship, residence, domicile, or situs of Grantor, and notwithstanding the physical location of the real property described on **Exhibit A-1**, and shown on **Exhibit A-2**, Grantor, and any other party to this instrument or transaction, now or in the future, or any third party to this instrument all agree that the sole and exclusive forum for the resolution of any dispute arising out of or in any way related to this Easement, and the only "Court of Competent Jurisdiction" for purposes of this Easement, other than as used in **Sections 8.7** and **9** of this Easement, shall be the Chancery Court for the State of Tennessee sitting in Blount County, Tennessee, or, if all other jurisdictional requirements are satisfied, the United States District Court for the Eastern District of Tennessee, sitting in Knoxville, Tennessee. By signing below, the parties, for themselves and for their heirs, executors, successors, and assigns, (a) submit to the personal jurisdiction of such courts for the purpose of any action arising out of or in any way related to this Easement, (b) agree that they will not challenge such grant of personal jurisdiction, nor challenge the venue established by this **Section 16.1**, (c) waive any defenses based on personal jurisdiction, venue, and inconvenient forum, and (d) agree that in the event any action is brought or commenced in any court or forum other than that which is set forth in this **Section 16.1**, the tender of (i) a true and correct copy of this instrument or (ii) a certified copy of the recorded Easement to such court shall be a full and complete defense to such action, and shall constitute grounds for an immediate dismissal of such action.

16.2 Liberal Construction. Notwithstanding the general rules of construction of documents, this Easement shall be liberally construed in favor of the grant to effect the purposes of this Easement and the policy and purpose of Tennessee Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 *et seq*. ("Tennessee Act"), and to qualify as a qualified conservation contribution pursuant to 26 U.S.C. § 170(h) and the regulations applicable thereto ("U.S. Act"). The Tennessee Act and the U.S. Act are sometimes referred to herein collectively as the "Acts." If any provision of this instrument is found to be ambiguous, it shall be interpreted in such a manner as to protect the Conservation Values of the Property and the Conservation Purposes of this Easement to the greatest extent

possible, and to comply with and be consistent with the Acts. Further, if any provision of this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid, to the extent such interpretation will have the effect of protecting the Conservation Values of the Property and the Conservation Purposes of this Easement. Neither party shall be deemed to have drafted this Easement for purposes of the general rules of construction of documents. This Easement is made pursuant to and in conformance with the Acts, but the invalidity of either of the Acts or any part thereof shall not impact the validity and enforceability of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their heirs, executors, successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter.

16.3 Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remaining provisions of this Easement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby, and shall remain in full force and effect.

16.4 No Authorized Violation of Law. Nothing contained in this Easement shall be interpreted to authorize or permit Grantor to violate any federal, state, or local law, rule, regulation, ordinance, or requirement. In the event of any conflict between any such law, rule, regulation, ordinance, or requirement and the terms of this instrument, Grantor shall promptly notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Easement and such law, rule, regulation, ordinance, or requirement.

16.5 Possible Grantee Default. To the extent that any action taken by Grantee pursuant to this Easement gives rise to a claim of breach of contract, and to the extent not already addressed by any other provision of this Easement, Grantor and Grantee agree that the sole remedy on the part of Grantor shall be reimbursement of actual, direct, and reasonable out-of-pocket expenses reasonably incurred by Grantor as a result of such breach, as determined by a Court of Competent Jurisdiction, and Grantor shall not have any right to any indirect, special, speculative, remote, punitive, exemplary, consequential, or monetary damages in excess of such actual, direct, and reasonable out-of-pocket expenses.

16.6 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 this Easement, all of which are merged herein.

16.7 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

16.8 Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding on, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running with the Property in perpetuity. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its personal representatives, heirs, successors, and/or assigns, and the above named Grantee and its successors and/or assigns.

16.9 Termination of Rights and Obligations. A party's rights, interests, and obligations under this Easement shall terminate on the transfer of the party's interest in the Conservation Easement or Property; provided, however, liability for any acts or omissions occurring or accruing prior to any such transfer, or as may be otherwise set forth herein as surviving a transfer, shall survive such transfer.

16.10 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect on construction or interpretation.

16.11 Counterparts. The parties may execute this instrument in two or more counterparts, which shall be considered, in the aggregate, to be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

16.12 No Extinguishment through Merger. It is the express intent of the parties that the common law concept of merger of title have no impact on the continued severance of the interests set forth in this Easement from the fee simple title to the Property, and that the interests set forth in this Easement remain severed in perpetuity. The provisions of this **Section 16.12** are intended to prevent any merger of those interests.

(a) No deed, transfer, assignment, or any other conveyance of any fee title interest in the Property to Grantee shall be considered delivered and, therefore, will not be effective, if it will result in the merger of this Easement with the fee title interest in the Property. No deed, transfer, assignment, or any other conveyance of any interest in this Easement to Grantor shall be considered delivered and, therefore, will not be effective, if it will result in the merger of this Easement with the fee title interest in the Property;

(b) Further, both Grantor and Grantee agree not to sell, assign, transfer, or convey their respective interests in the Property or in this Easement, as the

case may be, to any person or entity in the event such sale, assignment, transfer, or conveyance would result in a merger of this Easement with the fee title interest in the Property;

(c) The provisions of this **Section 16.12** are binding on Grantor and Grantee and their personal representatives, heirs, successors, and assigns;

(d) This Easement shall remain in full force and effect, in perpetuity, notwithstanding Grantor's or Grantee's failure to comply with the provisions of this **Section 16.12**.

16.13 Changes in the Law. Because the Conservation Easement is intended to continue in perpetuity, and because the law, whether federal, state, or local, whether a statute, common law, regulation, rule, or ordinance, is dynamic and is constantly changing, it is appropriate to assert that it is the intent of Grantor and Grantee to comply with all federal, state, and local laws, regulations, rules, and ordinances, including common law, as the same may change from time to time, in the establishment and continuation of this Easement, and to further assert that it is Grantor's over-riding desire that the Property remain subject to the constraints set forth in this Easement regardless of any change in the law forever.

16.14 Recitals and Exhibits Incorporated. The recitals set forth above and the exhibits attached hereto are incorporated into, and form a part of, this Easement.

16.15 Contemporaneous Written Acknowledgment. By Grantee's signature below, this **Section 16.15** constitutes that Contemporaneous Written Acknowledgment of the contribution by the donee organization, in this case, Grantee, required by 26 U.S.C. § 170(f)(8) with respect to the property interest conveyed to Grantee by this Easement. The property interest conveyed is the Conservation Easement described in, and evidenced by, this document, and a proper legal description of the property encumbered by this Easement is attached hereto as an exhibit. No goods or services were provided by Grantee as consideration, in whole or in part, for the grant of the Conservation Easement by Grantor. Grantee agrees to execute and deliver to Grantor the donee acknowledgement on IRS Form 8283 (Non-Cash Charitable Contribution).

16.16 Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate and provide protection equal to or greater than this Easement, Grantor and Grantee may jointly amend this Easement, provided that no amendment shall be allowed that will: (i) affect the status of this Easement as a "qualified real property interest" within the meaning of § 170(h)(2) of the Code; (ii) cause this Easement to be contributed to an organization other than a "qualified organization" and "eligible donee" within the meaning of § 170(h)(3) of the Code and the Treasury Regulations; (iii) affect the status of Grantee as a "qualified organization" and "eligible donee" within the meaning of § 170(h)(3) of the Code and the Treasury Regulations; (iv) cause this Easement to be contributed

other than "exclusively for conservation purposes" within the meaning of §§ 170(h)(1), (4), and (5) of the Code; (v) affect the status of this Easement as a conservation easement within the meaning of applicable state law, including the Tennessee Act; or (vi) affect the qualification of this Easement or the status of Grantee under any applicable laws, including but not limited to § 170(h) of the Code. Any amendment shall be consistent with the intent and purpose of this Easement, shall be consistent with the Conservation Purposes of this Easement, shall not affect the perpetual duration of this Easement, and shall provide protection equal to or greater than the protections for the Conservation Values of the Property established in this Easement. Any such amendment shall be recorded and cross referenced to this Easement in the Register of Deeds Office for Franklin County, Tennessee.

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

IN WITNESS WHEREOF Grantor and Grantee have entered into this instrument as of the day and year first above written.

Signature Pages Follow

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Grantor Signature Page

GRANTOR:

TBC Winchester III, LLC

By: _____
Chris Rudd

STATE OF TENNESSEE

COUNTY OF Rutherford

Before me, the undersigned, a notary public of the state and county aforesaid, personally appeared **Chris Rudd**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be the Managing Member of **TBC Winchester III, LLC**, a State of Delaware limited liability company, the within named bargainor, and that he as such the Managing Member executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Managing Member.

WITNESS my hand at office this 30 day of December, 2024.

_____
Notary Public

My Commission Expires: 06/23/2025

COURTNEY LARRY
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

Grantee Signature Page

GRANTEE:

Foothills Land Conservancy

By: W. C. Clabough Jr. E.O.
William C. Clabough
Executive Director

STATE OF TENNESSEE

COUNTY OF BLOUNT

Before me, the undersigned, a notary public of the state and county aforesaid, personally appeared **William C. Clabough**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be the Executive Director of **Foothills Land Conservancy**, a Tennessee non-profit corporation, the within named bargainor, and that he as such Executive Director executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Executive Director.

WITNESS my hand at office this 19 day of DECEMBER, 2024.

Notary Public

My Commission Expires: 9-10-2028

SHELBY LYN SANDERS
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

EXHIBIT A-1
Legal Description of the Property

Parcel 1: (For informational purposes only Map/Parcel 054-173.00)

A certain real estate located in the 1st Civil Distnct of Franklin County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin located in the Southerly margin of Country Estates Drive, said point being the Northwest corner of the Smith property (Deed Book 218, Page 694); thence leaving the margin of Country Estates Drive and running with the West boundary line of Smith South 05 degrees 41 minutes 05 seconds West 84.44 feet to an iron pin; thence leaving Smith's West boundary and running with the arc of a curve having a radius of 50.00 feet, a delta angle of 97 degrees 58 minutes 28 seconds, a chord bearing and distance of South 47 degrees 00 minutes 24 seconds West 75.17 feet, for an arc length of 85.07 feet to an iron pin; thence South 88 degrees 47 minutes 56 seconds West 196.24 feet to an iron pin; thence South 14 degrees 26 minutes 48 seconds West 275.60 feet to an iron pin located in Hawkersmith's line (Deed Book 96, Page 210); running thence with the North boundary line of Hawkersmith North 87 degrees 36 minutes 36 seconds West 500.57 feet to a metal post; thence still with Hawkersmith's line North 87 degrees 30 minutes 18 seconds West 2074.11 feet to a pipe located in the East margin of Riva Lake Road; thence with the margin of Riva Lake Road North 01 degrees 37 minutes 23 seconds West 280.83 feet to an iron pin; thence leaving the margin of the road and running with the South boundary line of Matthews (Deed Book 210 Page 525 and 527) North 88 degrees 24 minutes 19 seconds East 150.00 feet to a corner post; thence with Matthews' East boundary line North 00 degrees 24 minutes 34 seconds East 263.87 feet to a point located in Reed's line (Deed Book 162, Page 282); thence with the South boundary line of Reed and the property of Forest Lake Estates according to plat recorded in Envelope 138-B, ROFCT, the following courses and distances: North 88 degrees 03 minutes 44 seconds East 1283.64 feet to an iron pin; South 08 degrees 25 minutes 20 seconds East 4.72 feet to an iron pin, and North 82 degrees 30 minutes 31 seconds East 1020.96 feet to an iron pin; thence running with the West boundary line of Hastings (Deed Book 246, Page 695 and Deed Book 239, Page 82) South 05 degrees 10 minutes 14 seconds West 238.26 feet to an iron pin; thence leaving Hastings line and running South 05 degrees 13 minutes 27 seconds West 135.31 feet to a corner post; thence North 87 degrees 58 minutes 02 seconds East 200.25 feet to an iron pin; thence South 05 degrees 10 minutes 24 seconds West 151.76 feet to an iron pin; thence North 88 degrees 19 minutes 35 seconds East 49.89 feet to an iron pin; thence North 87 degrees 58 minutes 47 seconds East 175.09 feet to an iron pin; thence with the arc of a curve having a radius of 25.00 feet, a delta angle of 97 degrees 35 minutes 16 seconds, a chord bearing and distance of North 47 degrees 08 minutes 03 seconds East 37.62 feet, for an arc length of 42.58 feet to an iron pin; thence North 05 degrees 15 minutes 25 seconds East 101.57 feet to an iron pin located in the Westerly margin of Country Estates Drive; running thence with the margin of Country Estates Drive and the arc of the curve thereof having a radius of 80.00 feet, a delta angle of 58 degrees 04 minutes 57 seconds, a chord bearing and distance of South 34 degrees 57 minutes 27 seconds East 77.67 feet, for an arc length of 81.10 feet to the Point of Beginning, containing 37.97 acres, more or less, according to survey by Miles G. Smith, TN RLS No. 381, M and J Surveys, P.O. Box 392, Winchester, TN 37398, dated June 7, 2001.

Included in the above description but expressly excluded from this conveyance are the following two tracts of land previously conveyed as follows:

Exception 1:

Being a 15.93 acre tract of land previously conveyed unto Mircea M. Basaraba et ux by deed of record in Book 379, Page 201, Register's Office of Franklin County, Tennessee, to which reference is hereby made for a more complete description. The 15.93 acre tract consisted of a portion of the 37.97 acres hereinabove, along with additional tracts.

Exception 2:

Being Lot 1 of Oakfield Subdivision, previously conveyed unto Henry F. Lake et ux by deed of record in Book 338, Page 254, Register's Office of Franklin County, Tennessee, to which reference is hereby made for a more complete description.

Less and Except: Portion of Property Conveyed in Book D245, Page 432 and Book D328, Page 418, Register's Office Franklin County, Tennessee.

Parcel 2: (For informational purposes only Map/Parcel 055-060.24)

A tract or parcel of land lying and being in the First Civil District of Franklin County, Tennessee and being a portion of the property conveyed to Hawkersmith Farms, LLP, as recorded in Deed Book 386,Page 231, Register's Office of Franklin County, Tennessee and being more particularly described as follows:

Tract I:

Beginning at a No. 5 rebar set with a cap stamped "JOHNSON ASSOC. TN RLS 1632" (all such points herein after referred to as a capped rebar set) in the East boundary of the 40' right-of-way of Riva Lake Road at the Southwest corner of the herein described tract, said point being further described as being the Northwest corner of the 5.01 acre Tract No. 2 and being located North 12 degrees 53 minutes 10 seconds West, 688.51 feet from a capped rebar found at the Northwest corner of the Goodwin tract (Deed Book 381, Page 404),Thence from the POINT OF BEGINNING with Riva Lake Road North 12 degrees 53 minutes 10 seconds West, 108.61 feet to a point of curvature, Thence along a curve to the right having a radius of 538.61 feet, a delta angle of 08 degrees 23 minutes 44 seconds, a chord bearing of North 08 degrees 41 minutes 18 seconds West, and a chord distance of 78.85 feet, for an arc length of 78.92 feet to a capped rebar set at the Southwest corner of the Gunn tract (Deed Book 416, Page 669), Thence leaving Riva Lake Road with Gunn South 86 degrees 44 minutes 47 seconds East, 178.91 feet to a capped rebar found at the Southwest corner of the Ray tract (Deed Book 405, Page 513), Thence with Ray South 86 degrees 44 minutes 47 seconds East, 1042.95 feet to a capped rebar set at the Northwest corner of the 15.01 acre Tract No. 7, Thence with Tract No. 7 South 03 degrees 15 minutes 13 seconds West, 181.47 feet to a capped rebar set at the Northeast corner of said Tract No. 2,Thence with Tract No. 2 North 86 degrees 44 minutes 47 seconds West, 1175.36 feet to the POINT OF BEGINNING. Said tract contains 5.00 acres more or less as surveyed by Kurt M. Johnson, TN RLS No. 1632, dated April 22, 2014.

Tract II:

Beginning at a No. 5 rebar set with a cap stamped "JOHNSON ASSOC. TN RLS 1632" (all such points herein after referred to as a capped rebar set) in the East boundary of the 40' right-of-way of Riva Lake Road at the Northwest corner of the herein described tract, said point being further described as being the Southwest corner of the 5.00 acre Tract No. 1 and being located North 12 degrees 53 minutes 10 seconds West, 688.51 feet from a capped rebar found at the Northwest corner of the Goodwin tract (Deed Book 381, Page 404),Thence from the POINT OF BEGINNING leaving Riva Lake Road with Tract No. 1 South 86 degrees 44 minutes 47 seconds East, 1175.36 feet to a capped rebar set in the West boundary of the 15.01 acre Tract No. 7, Thence with Tract No. 7 South 03 degrees 15 minutes 13seconds West, 189.95 feet to a capped rebar set at the Northeast corner of the 5.01 acre Tract No. 3, Thence with Tract No. 3 North 86 degrees 44 minutes 47 seconds West, 1120.39 feet to a capped rebar set in the said boundary of Riva Lake Road, Thence with Riva Lake Road North 12 degrees 53 minutes 10 seconds West, 197.74 feet to the POINT OF BEGINNING. Said tract contains 5.01 acres more or less surveyed by Kurt M. Johnson, TN RLS No. 1632, dated April 22, 2014.

Tract III:

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Beginning at a No. 5 rebar set with a cap stamped "JOHNSON ASSOC. TN RLS 1632" (all such points herein after referred to as a capped rebar set) in the East boundary of the 40' right-of-way of Riva Lake Road at the Southwest corner of the herein described tract, said point being further described as being the Northwest corner of the 5.00 acre Tract No. 4 and being located North 12 degrees 53 minutes 10 seconds West, 282.56 feet from a capped rebar found at the Northwest corner of the Goodwin tract (Deed Book 381, Page 404),Thence from the POINT OF BEGINNING with Riva Lake Road North 12 degrees 53 minutes 10 seconds West, 208.21 feet to a capped rebar set at the Southwest corner of the 5.01 acre Tract No. 2, Thence leaving Riva Lake Road with Tract No. 2 South 86 degrees 44 minutes 47 seconds East, 1120.39 feet to a capped rebar set in the West boundary of the 15.01 acre Tract No. 7, Thence with Tract No. 7 South 03 degrees 15 minutes 13 seconds West,200.00 feet to a capped rebar set a the Northeast corner of the 5.00 acre Tract No. 4, Thence with Tract No. 4 North 86 degrees 44 minutes 47 seconds West, 1062.52 feet to the POINT OF BEGINNING Said tract contains 5.01 acres more or less as surveyed by Kurt M. Johnson, TN RLS No. 1632, dated April 22, 2014.

Tract IV:

Beginning at a No. 5 rebar set with a cap stamped "JOHNSON ASSOC. TN RLS 1632" (all such points herein after referred to as a capped rebar set) in the Northwest boundary of the 50' right-of-way of Bible Crossing Road at the Southwest corner of the herein described tract, said point being further described as being the Southeast corner of the 5.00 acre Tract, No. 6 and being located North 49 degrees 14 minutes 11 seconds East, 105.13 feet from a capped rebar set at the Northeast corner of the Cunningham tract (Deed Book 210, Page 32 and Deed Book 74, Page 805), Thence from the POINT OF BEGINNING leaving Bible Crossing Road with Tract No. 6 North 34 degrees 31 minutes 59 seconds West, 602.91 feet to a capped rebar set, Thence South 65 degrees 03 minutes 19 seconds West, 212.36 feet to a fence post found at a Northeast corner of the Riva Lake Park, LLC. tract (Deed Book 349,Page 626), Thence with Riva Lake Park North 86 degrees 12 minutes 32 seconds West, 307.27 feet to a fence post found, Thence North 13 degrees 50 minutes 15 seconds East,186.11 feet to a fence post found, Thence North 86 degrees 36 minutes 59 seconds West 141.43 feet to a capped rebar found at the Southeast corner of the Goodwin tract (Deed Book 381, Page 404), Thence with Goodwin North 12 degrees 48 minutes 21 seconds, West, 658.02 feet to a capped rebar found in the South boundary of the 5.00 acre Tract No. 4, Thence with Tract No. 4 South 86 degrees 44 minutes 47 seconds East, passing through and capped rebar set at the Southwest corner of the 15.01 acre Tract No. 7 at 231.74 feet in all a total distance of 439.23 feet to a capped rebar set. Thence continuing with Tract No. 7 South 26 degrees 01 minutes 14 seconds East, 795.82 feet to a capped rebar set, Thence South 34 degrees 31 minutes 59 seconds East, 589.01 feet to a capped rebar set in the said boundary of Bible Crossing Road, Thence with Bible Crossing Road South 49 degrees 14 minutes 17seconds West, 50.30 feet to the POINT OF BEGINNING. Said tract contains 10.18 more or less as surveyed by Kurt M. Johnson, TN RLS No. 1632, dated April 22, 2014.

Tract V:

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Beginning at a No. 5 rebar set with a cap stamped "JOHNSON ASSOC. TN RLS 1632" (all such points herein after referred to as a capped rebar set) in the Northwest boundary of the 50' right-of-way of Bible Crossing Road at the Southeast corner of the herein described tract, said point being further described as being the Northeast corner of the Cunningham tract (Deed Book 174, Page 805 and Deed Book 210, Page 32), said point also being located North 41 degrees 29 minutes 16 seconds East, 185.43 feet from the centerline intersection of Bible Crossing Road and Myers Road, Thence from the POINT OF BEGINNING leaving Bible Crossing Road with Cunningham North 84 degrees 12 minutes 05 seconds West, 251.60 feet to a capped rebar found at the Northeast corner of the James tract (Deed Book 364, Page 248), Thence with James South 89 degrees 55 minutes 23 seconds West, 14 48 feet to a capped rebar found, Thence North 84 degrees 40 minutes 23 seconds West, 293.27 feet to a capped rebar found at the Southeast corner of the Riva Lake Park, LLC. Tract (Deed Book 349, Page 626), Thence with Riva Lake Park, LLC. Tract North 13 degrees 33 minutes 55 seconds East, 435.28 feet to a fence post found in the South boundary of the 10.18 acre Tract No. 5, Thence North 65 degrees 03 minutes 19 seconds East, 212.36 feet to a capped rebar set, Thence South 34 degrees 31 minutes 59 seconds East, 602.91 feet to a capped rebar set in the said boundary of Bible Crossing Road, Thence with Bible Crossing Road South 49 degrees 14 minutes 11 seconds West, 105.13 feet to the POINT OF BEGINNING. Said tract contains 5.00 acres more or less as surveyed by Kurt M. Johnson, TN RLS No. 1632, dated April 22, 2014.

Tract VI:

Beginning at a No. 5 rebar set with a cap stamped "JOHNSON ASSOC. TN RLS 1632" (all such points herein after referred to as a capped rebar set) in the Northwest boundary of the 50' right-of-way of Bible Crossing Road at the Southwest corner of the herein described tract, said point being further described as being as being the Southeast corner of the 10.18 acre Tract No. 5 and being located North 49 degrees 14 minutes 11 seconds East, 155.43 feet from a capped rebar set at the Northeast corner of the Cunningham tract (Deed Book 174, Page 805 and Deed Book 210, Page 32), Thence from the POINT OF BEGINNING leaving Bible Crossing Road with Tract No. 5 North 34 degrees 31 minutes 59 seconds West, 589.01 feet to a capped rebar set, Thence North 26 degrees 01 minutes 14 seconds West, 795.82 feet to a capped rebar set, Thence North 86 degrees 44 minutes 47 seconds West, 207.49 feet to a capped rebar set at the Southeast corner of the 5.00 acre Tract No. 4, Thence with Tracts 4, 3, 2, 1 North 03 degrees 15 minutes 13 seconds East, 744.13 feet to a capped rebar set in the South boundary of the Ray tract (Deed Book 405, Page 513), Thence with Ray South 86 degrees 44 minutes 47 seconds East, 572.89 feet to a capped rebar found at the Southwest corner of the Basaraba tract (Deed Book 379, Page 201), Thence with Basaraba South 86 degrees 49 minutes 17 seconds East, 283.80 feet to a metal fence post found at the Northwest corner of the 9.15 acre Tract No. 11, Thence with Tract No. 11 South 03 degrees 15minutes 13 seconds West, 656.0 feet to a capped rebar set at the Northeast corner of the 6.56 acre Tract No. 8, Thence with Tract No. 8 North 86 degrees 44 minutes 47 seconds West, 591.87 feet to a capped rebar set, Thence South 03 degrees 15 minutes 13 seconds West,88.00 feet to a capped rebar set, Thence South 26 degrees 01 minutes 14 seconds East,764.07 feet to a capped rebar set, Thence South 34 degrees 31 minutes 59 seconds East, 579.83 feet to a capped rebar set in the said boundary of Bible Crossing Road, Thence with Bible Crossing Road South 49 degrees 14 minutes 11 seconds West, 50.30 feet to the POINT OF BEGINNING. Said tract contains 15.01 acres more or less as surveyed by Kurt M. Johnson, TN RLS No. 1632, dated April 22, 2014.

Tract VII:

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Beginning at a No. 5 rebar set with a cap stamped "JOHNSON ASSOC. TN RLS 1632" (all such points herein after referred to as a capped rebar set) in the Northwest boundary of the 50' right-of-way of Bible Crossing Road at the Southwest corner of the herein descnbed tract, said point being further descnbed as being the Southeast corner of the 15.01 acre Tract No. 7 and being located North 49 degrees 14 minutes 11 seconds East, 205.73 feet from a capped rebar set at the Northeast corner of the Cunningham tract (Deed Book 174, Page 805 and Deed Book 210, Page 32), Thence from the POINT OF BEGINNING leaving-Bible Crossing Road with Tract No. 7 North 34 degrees 31 minutes 59 seconds West, 579.83, feet to a capped rebar set, Thence North 26 degrees 01 minutes 14 seconds West, 764.07 feet to a capped rebar set, Thence North 03 degrees 15 minutes 13 seconds East, 88.00 feet to a capped rebar set, Thence South 86 degrees 44 minutes 47 seconds East, 591.87 feet to a capped rebar set at the Northwest corner of the 6.25 acre Tract No. 10, Thence with Tract No. 10 South 06 degrees 00 minutes 24 seconds West, 403.59 feet to a capped rebar set at the Northern most corner of the 5.00 acre Tract No. 9, Thence with Tract No. 9 South 55 degrees 28minutes 01 seconds West, 298.58 feet to a capped rebar set, Thence South 26 degrees 01minutes 14 seconds East, 161.34 feet to a capped rebar set, Thence South 34 degrees 31minutes 59 seconds East, 570.65 feet to a capped rebar set in the said boundary of Bible Crossing Road, Thence with Bible Crossing Road South 49 degrees 14 minutes 11 seconds West, 50.30 feet to the POINT OF BEGINNING. Said tract contains 6.56 acres more or less as surveyed by Kurt M. Johnson, TN RLS No. 1632, dated April 22, 2014.

Tract VIII:

Beginning at a No. 5 rebar set with a cap stamped "JOHNSON ASSOC. TN RLS 1632" (all such points herein after referred to as a capped rebar set) in the Northwest boundary of the 50' right-of-way of Bible Crossing Road at the Southwest corner of the herein described tract, said point being further descnbed as being the Southeast corner of the 6.56 acre Tract No. 8 and being located North 49 degrees 14 minutes 11 seconds East, 256.03 feet from a capped rebar set at the Northeast corner of the Cunningham tract (Deed Book 174, Page 805 and Deed Book 210, Page 32), Thence from the POINT OF BEGINNING leaving Bible Crossing Road with Tract No. 8 North 34 degrees 31 minutes 59 seconds West, 570.65 feet to a capped rebar set, Thence North 26 degrees 01 minutes 14 seconds West, 161.34 feet to a capped rebar set, Thence North 55 degrees 28 minutes 01 seconds East, 298.58 feet to a capped rebar set in the West boundary of the 6.25 acre Tract No. 10, Thence with Tract No. 10 South 33 degrees 36 minutes 28 seconds East, 477.96 feet to a capped rebar set, Thence South 18 degrees 47 minutes 17 seconds East, 239.49 feet to a capped rebar set in the said boundary of Bible Crossing Road, Thence with Bible Crossing Road along a curve to the left having a radius of 1718.43 feet, a delta angle of 04 degrees 33 minutes 20 seconds, a chord bearing of South 51 degrees 30 minutes 51 seconds West, and a chord distance of 136.60 feet, for an arc length of 136.63 feet to a point, Thence South 49 degrees14 minutes 11 seconds West, 114.15 feet to the POINT OF BEGINNING. Said tract contains 5.00 acres more or less as surveyed by Kurt M. Johnson, TN RLS No. 1632, dated April 22, 2014.

Tract IV:

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Beginning at a No. 5 rebar set with a cap stamped "JOHNSON ASSOC. TN RLS 1632" (all such points herein after referred to as a capped rebar set) in the Northwest boundary of the 50' right-of-way of Bible Crossing Road at the Southeast corner of the herein described tract, said point being further described as being the Southwest corner of the 9.15 acre Tract No. 11 and being located South 57 degrees 15 minutes 45 seconds West 63.39 feet from a capped rebar set a the Southwest corner of the Hambrick tract (Deed Book 407. Page 647),Thence from the POINT OF BEGINNING with Bible Crossing Road along a curve to the left having a radius of 1118.43 feet, a delta angle of 02 degrees 24 minutes 49 seconds, a chord bearing of South 54 degrees 59 minutes 56 seconds West, and a chord bearing of 72.39 feet, for an arc length of 72.39 feet to a capped rebar set at the Southeast corner of the 5.00 acre Tract No. 9, Thence leaving Bible Crossing Road with Tract No. 9 North 18 degrees 47 minutes 17 seconds West, 239.49 feet to a capped rebar set, Thence North 33 degrees 36 minutes 28 seconds West, 477.96 feet to a capped rebar set at a Southeast corner of the 6.56acre Tract No. 8. Thence with Tract No. 8 North 06 degrees 00 minutes 24 seconds East, 403.59feet to a capped rebar set at the Southwest corner of the 9.15 acre Tract No. 11, Thence with Tract No. 11 South 86 degrees 44 minutes 47 seconds East, 359.37 feet to a capped rebar set, Thence South 06 degrees 20 minutes 45 seconds West, 158.79 feet to a capped rebar set, Thence South 01 degrees 18 minutes 28 seconds East, 132.92 feet to a capped rebar set, Thence South 01 degrees 21 minutes 42 seconds East, 151.89 feet to a capped rebar set, Thence South 02 degrees 47 minutes 06 seconds East, 116.82 feet to a capped rebar set, Thence South 03 degrees 56 minutes 32 seconds East, 263.44 feet to a capped rebar Thence South 05 degrees 11 minutes 32 seconds West, 142.79 feet to the POINT OF BEGINNING. Said tract contains 6.25 more or less as surveyed by Kurt M. Johnson, TNRLS No. 1632, dated April 22, 2014.

Being the same property conveyed to Crimson Dale General Partners by Warranty deed from Amnon Shreibman of record in Book D465, page 456, Register's Office for Franklin County, Tennessee, dated April 14, 2022 and recorded on April 18, 2022.

BEING the same property conveyed to TBC Winchester III, LLC, a State of Delaware limited liability company, by that certain Quitclaim Deed dated October 28, 2022 and recorded as Instrument Number 22008435 in Deed Book D471 and Page 482 in the Register of Deeds Office for Franklin County, Tennessee.

THE PREPARER OF THIS INSTRUMENT MAKES NO REPRESENTATION REGARDING THE ACCURACY OF THE PROPERTY DESCRIPTIONS SET FORTH ABOVE, NOR DOES THE PREPARER OF THIS INSTRUMENT MAKE ANY REPRESENTATION REGARDING THE STATE OF TITLE TO THE PROPERTY, THE DESCRIPTION HAVING BEEN PREPARED BY OTHERS, AND NO TITLE WORK HAVING BEEN PERFORMED BY SUCH PREPARER.

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EXHIBIT A-2
Survey of the Property

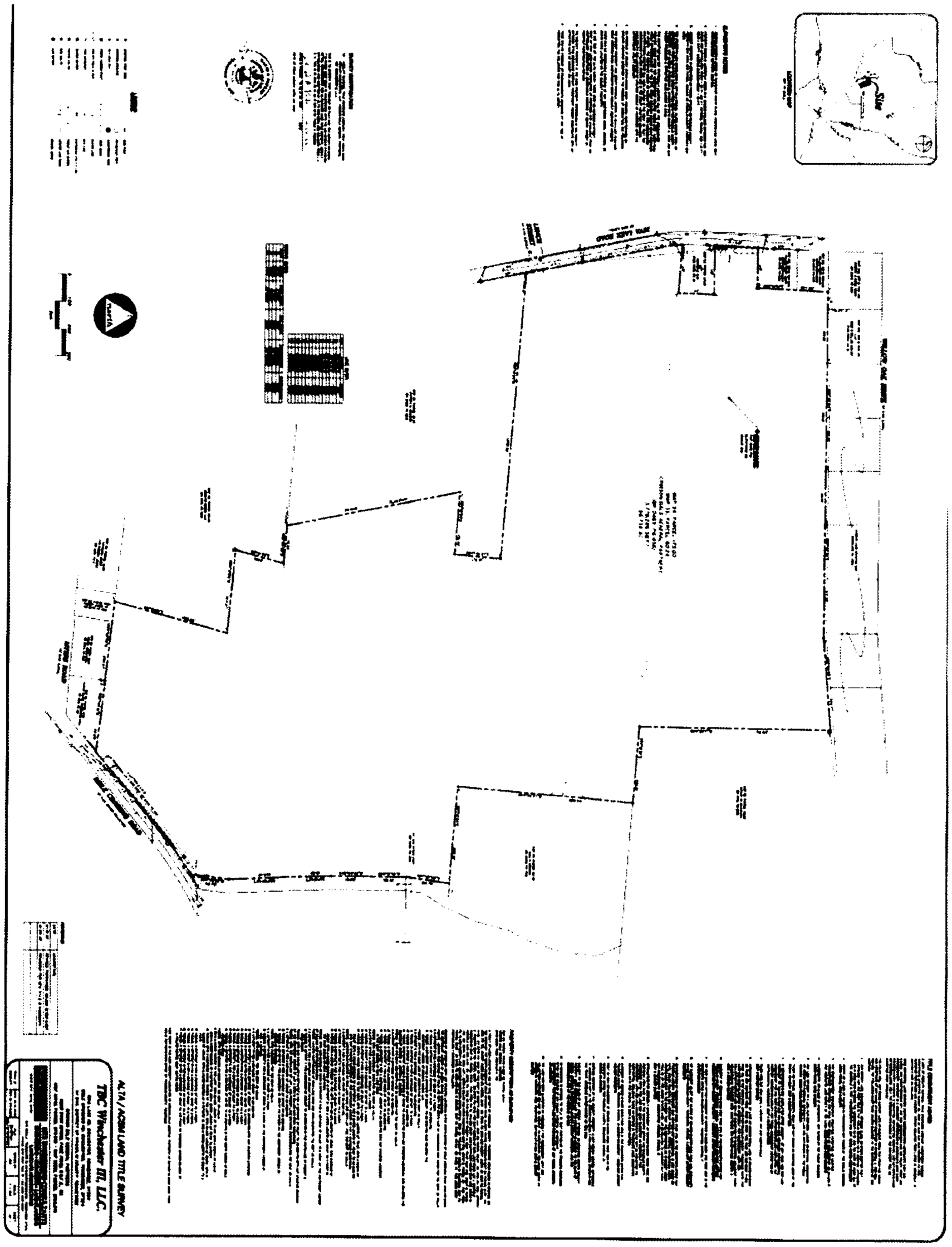

EXHIBIT B
Drawing of Building Areas

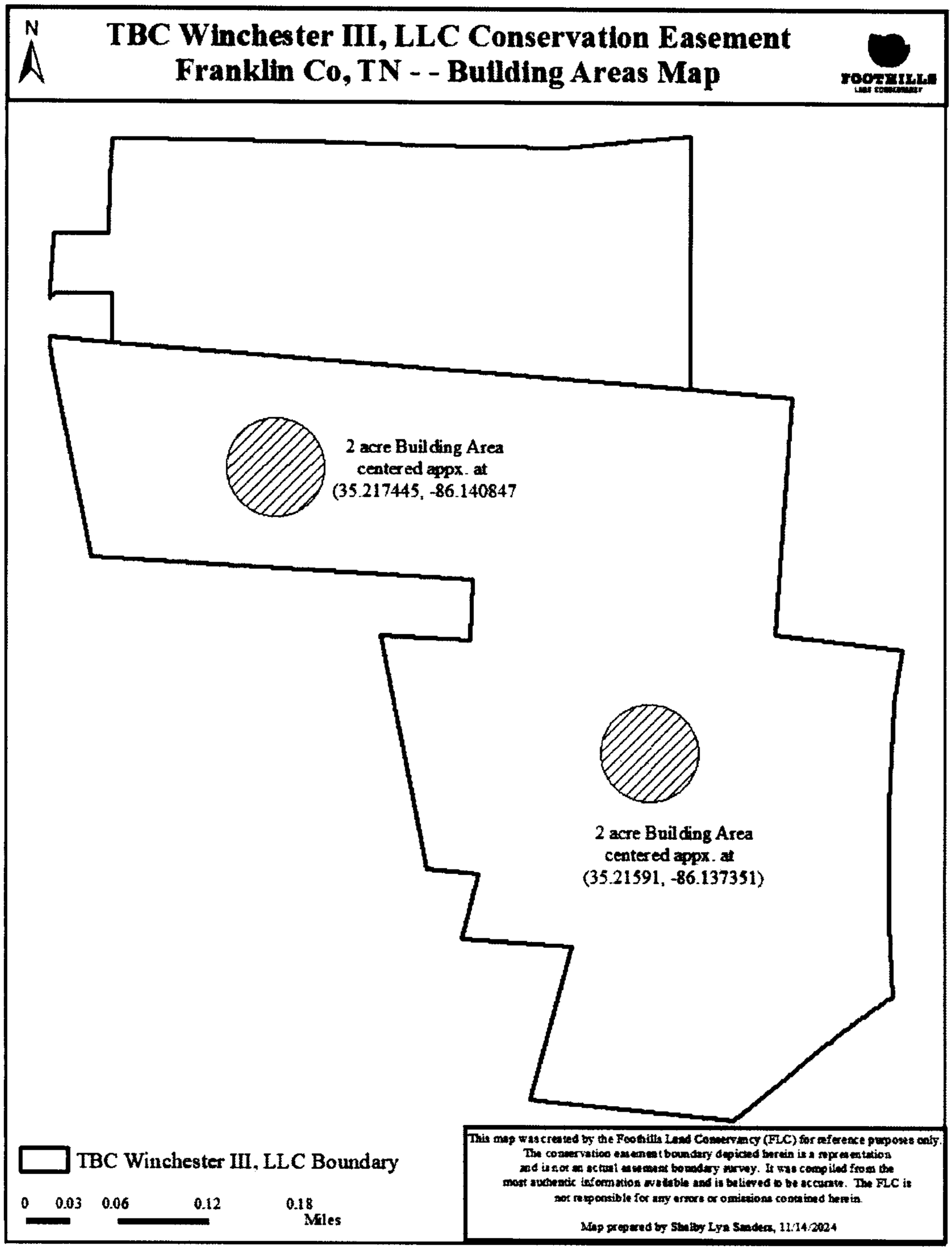

EXHIBIT C
Legal Descriptions of Building Areas

Two (2.0) Acre Building Area 1:

TO FIND THE POINT OF BEGINNING, start at the centerpoint of a circular tract, such centerpoint having coordinates of Latitude 35° 13' 2.8" (35.217445) North and Longitude -86° 8' 27.05" (-86.140847) West, thence Due North for a distance of 166.53' to a calculated point in the circumference of said circular tract, the **POINT OF BEGINNING**, thence from said POB with the edge of said circle, in a clockwise direction, a circle having a circumference of 1,046.34' to the said Point of Beginning, said circular tract having an area of approximately 2.0 acres.

Two (2.0) Acre Building Area 2:

TO FIND THE POINT OF BEGINNING, start at the centerpoint of a circular tract, such centerpoint having coordinates of Latitude 35° 12' 57.28" (35.21591) North and Longitude -86° 8' 14.46" (-86.137351) West, thence Due North for a distance of 166.53' to a calculated point in the circumference of said circular tract, the **POINT OF BEGINNING**, thence from said POB with the edge of said circle, in a clockwise direction, a circle having a circumference of 1,046.34' to the said Point of Beginning, said circular tract having an area of approximately 2.0 acres.

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AFFIDAVIT OF CONSIDERATION

STATE OF Tennessee

COUNTY OF Rutherford

I hereby swear or affirm that the actual consideration for the conveyance set forth above is $ 50 ✱.

GR

Affiant

Sworn to and subscribed before me, a Notary Public, the 30 day of December, 2024.

Notary Public

My Commission expires: 06/23/2025

BK/PG: D491 / 457 - 501 (45)
24007960

45 PGS: EASEMENT
BECCA COFER 12/30/2024 12:51 PM

Value	
Mortgage Tax	$0.00
Transfer Tax	$0.00
Recording Fee	$230.00
DP Fee	$2.00
Register's Fee	$0.00
Total	$232.00

State of Tennessee, Franklin County

DENISE INGLE MARSHALL

Register of Deeds