

THIS INSTRUMENT WAS PREPARED BY:

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PICK UP

INSTRUMENT OF CORRECTION

This Deed of Correction (this "Instrument") is executed on this 11th day of March, 2008, by and between CALVIN LEHEW and wife, MARILYN LEHEW (collectively, the "**Grantor**") to THE LAND TRUST FOR TENNESSEE, INC., a Tennessee nonprofit corporation ("**Grantee**").

WHEREAS, Grantor and Grantee executed that certain Conservation Easement dated as of December 20, 2007, and recorded at Book 4455, page 904, Register's Office for Williamson County, Tennessee (the "Easement"); and

WHEREAS, by error and inadvertence, the recorded Easement contained erroneous pages and did not reflect the intention of the parties to the Easement; and

WHEREAS, Grantor and Grantee desire to record this Instrument of Correction for the purpose of recording the correct Easement.

NOW, THEREFORE, Grantor and Grantee have joined in this Instrument of Correction for the purpose of recording the Easement in its complete and accurate form, as follows:

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Easement") is hereby quitclaimed as of the 20th day of December, 2007 subject to the provisions herein contained, by CALVIN LEHEW and wife, MARILYN LEHEW (collectively, the "**Grantor**") to THE LAND TRUST FOR TENNESSEE, INC., a Tennessee nonprofit corporation ("**Grantee**"), for the purpose of forever conserving the Conservation Values of the Property (both as hereinafter defined).

WITNESSETH:

Grantor are the owners in fee simple of certain real property located in Williamson County, Tennessee, consisting of approximately two hundred thirty-three (233) acres and more particularly described in Exhibit A attached to and incorporated herein by this reference (the "**Property**").

The Property is primarily open farm, agricultural, grassland and forest land and contains or supports significant wildlife habitat. Approximately fifteen percent (15%) of soils on the Property have been classified as prime soils of local and statewide importance by the Natural Resource Conservation Service, United States Department of Agriculture. Specifically, the Property has the following prime soils: Lp (Lindslide Silt Loam, Phosphatic), La (Lanton Silt Loam, Phosphatic), Hs (Huntingdon Cherty Silt Loam, Phosphatic), and AcB (Armour Cherty Silt Loam, 2 to 5 percent slopes). The Property meets the definition of "agricultural land" under

The Agricultural, Forest and Open Space Land Act of 1976 as set forth in Tennessee Code Annotated § 67-5-1001, *et seq.* and is given special property tax treatment pursuant to such Act.]

The Property possesses scenic natural beauty and is located in the midst of an area of increasing development and subdivision of land for residential and commercial purposes. The Property is adjacent to a development known as Westhaven, which is projected as one of Tennessee's largest mixed use developments, consisting of a 1500-acre highly planned community with 2,700 planned homes, a golf course, retail and office uses, and a town center. The Property is also adjacent to the corporate limits of the City of Franklin, Tennessee, a fast-growing community in Tennessee, and is located within the City of Franklin's Urban Growth Boundary. The Property is also located 3.4 miles from Beechwood Plantation, a 530 acre equestrian subdivision with approximately 45 homes.

The Property possesses outstanding scenic qualities that will provide a significant benefit to and scenic enjoyment for the general public, and can be viewed from Blazer Road, a public right of way and on which it has 2007 feet of road frontage. The Property also is visible from Southall Road, a public right-of-way, and a portion of the Property can be viewed from State Highway 96 West. In addition to public viewing of the Property from such roads, both Blazer Road and Southall Road have been identified by the Heritage Road Committee of Williamson County, Tennessee as Heritage Roads, and the Property preserves the scenic byway to these roads.

The Property is in an area designated as the Natchez Trace Corridor and is located in close proximity to other property on which the Grantee holds conservation easements, including the 214-acre Briarwood Farm (within 7755.8 feet); the 67-acre Cade Farm (within 2.7 miles); the 143-acre Cora Preston Farm (within 3.2 miles); and the 224-acre Aubrey Preston Farm (within 4.1 miles).

The Property contains high elevations, especially in the northwest section and can be seen from surrounding valleys. The highest point on the Property is 985 feet.

The Property contains two small springs, a seasonal creek that runs along the southeasterly portion of the Property, a pond near the central area, and several sink-holes where water run-off enters the water table directly.

The Property lies within the West Harpeth River watershed. The State of Tennessee, through the Division of Water Pollution Control of the Tennessee Department of Environment and Conservation, publishes a 303(d) List, approved by the United States Environmental Protection Agency. The most recent list was published in 2006. The 303(d) List identifies the streams and lakes in Tennessee that are "water quality limited" or are expected to exceed water quality standards in the next two years and need additional pollution controls. The West Harpeth River are listed on the 2006 303(d) List. According to the Division, "Once a stream has been placed on the 303(d) List, it is considered a priority for water quality improvement efforts."

The Property contains or supports significant wildlife habitat, including deer, wild turkey, migratory songbirds, and other native Tennessee species.

Located on the Property are two historic sites: (a) a 1,700 square-foot house built in 1928 with outbuildings consisting of a historic smokehouse and a historic barn; and (b) the Gee

Family Cemetery. The Gee Family Cemetery is documented on page 100 in Volume 1 of the 1973 Directory of Williamson County Burials. There are approximately ten (10) gravesites in the cemetery, recording deaths dating from 1847- 1904. There is a second small family cemetery associated with the Haynes Family located near Blazer Road, documented in Volume 3 of the Directory of Williamson County Burials on page 56. Arthur Haynes Pvt. U.S. Army W.W. I 1897-1977 is the only marker but there are other unmarked graves.

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

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

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

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

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

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

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

- The Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. §§ 4201, et seq., whose purpose is "to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to

nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, local government and private programs and policies to protect farmland"; and

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

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

-- The Williamson County Comprehensive Land Use Plan adopted August 16, 2007 by the Williamson County Commission promotes the preservation of the character of rural historic landscapes, open spaces, and environmental resources.

-- The City of Franklin Comprehensive Plan adopted by the Board of Mayor and Aldermen of the City of Franklin, Tennessee on February 19, 2004 places the Property in the "Southall Character Area." Pursuant to the Plan, the Southall Character Area is to remain semi-rural with preservation of natural features. Additionally, the Plan promotes the preservation of rural open space, watershed areas, and environmental resources.

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

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

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

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

NOW, THEREFORE, for the reasons given, and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby donates, grants, remises, releases and forever quitclaims to Grantee, its successors and assigns, and Grantee accepts, a conservation easement on the Property, in perpetuity, in order to conserve and retain the Property forever predominantly in its agricultural, scenic, and/or open space condition in accordance with

the terms of this Easement; and Grantor donates, grants, assigns, remises, releases and forever quitclaims to Grantee, its successors and assigns, the right to take appropriate legal action in law or equity to enjoin, prohibit and remedy any violation of the terms of the easement created by this Easement and to enter the Property at reasonable times to observe and document the state of preservation and to prevent any violation of the terms of this Easement.

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

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

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

4. Prohibited Acts. Grantor shall not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the terms of this Easement and the restrictions and obligations set forth herein. Grantor also authorizes Grantee to enforce this Easement and the restrictions and obligations set forth herein in the manner described below. However, unless otherwise specified herein, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any act of God or other event over which Grantor had no control. Grantor understands that nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law.

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

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

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

(i) Primary Homestead Area. There is currently existing on the Property a residence of approximately 1,700 square feet in size (the "**Main House**") with several appurtenant structures, including two small sheds, a storage barn (primitive airplane hanger), a smokehouse, a small barn, a large barn, and a

chicken house. The Main House is located at GPS 35.90390; 86.93592. The Main House may be maintained, improved, expanded, repaired and replaced, provided, however, that the Main House shall be located within the Primary Homestead Area, as hereinafter defined. Grantor further reserves the right to establish on the Property an area (the "**Primary Homestead Area**") encompassing the Main House and no more than ten (10) acres in size. Within the Primary Homestead Area, the Grantor may also construct reasonable structures appurtenant to the residential use of the Main House, such as sheds and garages or recreational facilities, and reasonable structures necessary for the agricultural use of the Property. Prior to any construction of new structures within the Primary Homestead Area, Grantor will accomplish the following:

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

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

(ii) Future Homestead Areas. Grantor may establish on the Property two (2) separate one (1) acre areas ("**Homestead Areas**"), the first consisting of a four-sided enclosure, containing the GPS coordinates defined as GPS 35.90341; 86.93262, and the second consisting of a four-sided enclosure, which shall contain one of the GPS coordinates defined as GPS N35.90343, W86.93045; N36.90663, W86.92542; N35.90802, W86.93279; N35.90509, W86.93385, or; N35.90570; W86.93186. Grantor may construct or install, and repair and replace within the Homestead Areas two (2) residential structures ("**Residential Structures**") without Grantee's consent. Grantor may construct or install reasonable new structures appurtenant to residential use of the Residential Structures, such as sheds and garages without the consent of Grantee, provided that all the Residential Structures and all such improvements appurtenant to the Residential Structures shall lie within the respective Homestead Areas. Prior to any construction of structures within the Homestead Areas, Grantor will accomplish the following:

(1) Grantor shall cause each Homestead Area to be delineated, staked, and surveyed by a registered land surveyor.

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

(iii) Agricultural Structures. Grantor may construct additional agricultural structures on the Property to be used solely for agricultural purposes and limited in use to the care, storage, processing or sale of livestock or other farm products predominantly raised or grown on the Property and the storage of material and equipment used or useful for such purposes and for other purposes

related to the permitted use of the Property (each such structure being hereinafter referred to as an "**Agricultural Structure**") outside the Primary Homestead Area or the Homestead Area, provided the prior written consent of Grantee is obtained and provided no such Agricultural Structure may adversely impact the Conservation Values of this Easement. No Agricultural Structure may be constructed within the Buffer Zone, as hereinafter defined.

(c) Fences. Existing fences may be repaired and replaced, and new fences may be built, anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife, access control and protection of crops, without any further permission of Grantee.

(d) Recreational Structures. Golf courses, athletic fields and paved airstrips are strictly prohibited; provided, however, the Grantor may maintain a grass landing strip for airplanes if such grass airstrip does not adversely impact the Conservation Values of this Easement.

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

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

6. Utility Services and Septic System. Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services to the improvements permitted herein may be installed, maintained, repaired, removed, relocated and

replaced, and Grantor may grant easements over and under the Property for such purposes. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved either within or outside any Homestead Area, provided, however, that such fields should be maintained in a natural visual condition to the maximum extent possible and may not, in any event, detract from the Conservation Values of the Easement.

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

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

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

8. Agricultural Operations and Conservation Practices. (a) All agricultural production on the Property (whether pertaining to crops, livestock, tree farming or otherwise), including without limitation maintaining land for pasture, shall be conducted in accordance with good practices for soil and water conservation, pest management, nutrient management and habitat protection. Such agricultural production shall be also conducted in accordance with all applicable laws and consistent with "**Best Management Practices**," as those practices may be identified from time to time by appropriate government or educational institutions for general application in the area in which the Property is located. All agricultural production of the Property shall be conducted in a manner consistent with a conservation plan prepared by the Tennessee Wildlife Resources Agency or the U.S. Dept. of Agriculture, Natural Resources Conservation Service, or their successors, or by a qualified conservation professional approved

by Grantee. Such conservation plan shall be updated (a) from time-to-time as may be necessary to preserve the Conservation Values of the Property; (b) at any time the basic agricultural production on the Property materially changes; and/or (c) at any time the ownership of the Property changes. The current agricultural use of the Property is consistent with the conservation purposes of this Easement, and nothing set forth in this Easement shall be deemed to prohibit the current use of the Property, nor shall a conservation plan be required until such time as the agricultural production changes.

(b) On the Property, there shall be no:

- (i) high-density feed lots, including structures, whether for cattle, pigs, chickens or other animals;
- (ii) commercial slaughter or animal-processing activities; or
- (iii) industrial activities or operations,

all of which are strictly prohibited.

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

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

9. Forestry Activities.

(a) All future forestry activities, if any, on the Property shall be conducted in accordance with a forestry plan that addresses forest and habitat protection and watershed conservation. Such forestry plan shall be developed and prepared by Grantor in conjunction with the County or State forester or forestry professional reasonably approved by Grantee and which must be reasonably satisfactory to Grantee, and shall focus on long-term yield of quality forest products as well as preservation of the Conservation Values. Grantor shall ensure the preparation and periodic updating of the forestry plan provided for in this Section 9; and such updates shall be developed and prepared in conjunction with the County or State forester or forestry professional reasonably approved by Grantee and are subject to the reasonable approval of Grantee. Nothing set forth herein shall be deemed to require the development of a forestry plan until such time as the Grantor undertakes material forestry or tree harvesting activity, if any. Notwithstanding the foregoing, Grantor shall be permitted to (a) remove, harvest or cut dead and diseased trees, (b) to remove trees that pose a threat of personal injury or property damage, (c) to cut wood for use on the Property, including firewood and the construction of fences or buildings, (d) to cut trees to create firebreaks, and (e) to cut

trees to preserve the scenic view of the Property from the Main House and to cut trees surrounding the future Homestead Areas to preserve the scenic view of the Property from them.

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

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

10. Mining.

(a) The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substance, using any method whatsoever, is prohibited, except that Grantor shall have the right to grade and extract soil, sand, gravel or rock from the Property on a limited basis, solely for and/or in connection with the agricultural operations being conducted on the Property, without the necessity of obtaining the prior written consent of Grantee thereto. The mineral rights to the Property or any portion thereof shall not be separated or conveyed separate from the surface rights.

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

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

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

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

11. Road and Farm Road Construction. Although no public roads shall be constructed on the Property, farm roads may hereafter be constructed on the Property where needed to conduct agricultural operations on the Property or to provide access to the permitted residences. Farm roads on the Property shall not be paved or concreted or consist of other

nonpermeable surfaces, but may be graveled; provided, however, that Grantor may construct a paved driveway for the purpose of access to the Main House and future Residential Structures and Homestead Areas and access to the existing farmstead area from public rights of way. Such farm roads and roads to provide access to the permitted residences hereafter constructed on the Property shall not substantially diminish or impair the Conservation Values of the Property as compared to those conditions existing on the date of this Easement. Prior to the commencement of construction of any such farm road, Grantor shall notify Grantee of Grantor's intended construction of the farm road, but the failure to so notify Grantee shall not impair the rights retained by Grantor hereunder.

12. Buffer Zone. There is hereby established on the Property a riparian buffer zone (the "**Buffer Zone**") consisting of an area twenty-five feet (25') surrounding the springs located on the Property and twenty-five feet (25') from the intermittent creek and seasonal drainage channel which runs through the Property. In order to preserve water quality and wildlife habitat, Grantor shall allow the Buffer Zone to remain in or return to its natural and undisturbed state, but may make such improvements as will improve the watercourses or water quality within the Buffer Zone. Grantor shall also have the right to maintain existing access points to the creek and springs on the Property, and to continue mowing certain areas within the Buffer Zone in accordance with current practice. Trees within the Buffer Zone may be cut but only if done in accordance with Best Management Practices referred to in Section 8 and the conservation plan described in Section 9. The use of pesticides, the clearing of land, or the alteration of the springs and/or drainage channel within the Buffer Zone shall be accomplished only after the written consent of Grantee has been obtained pursuant to the provisions of Section 5(e) of this Easement. No Agricultural Structure may be built within the Buffer Zone.

13. Recreational and Educational Purposes. Grantor retains the right to use the Property for lawful passive recreational uses not involving permanent improvements or structures, including, but not limited to, hunting, fishing, boating, camping, hiking, horseback riding, picnics, social events, farm tours, nature interpretation, other educational programs (including the creation of limited, unpaved hiking and horseback trails). Nothing in this Easement shall be deemed to prohibit unpaved aircraft landing areas. Commercial recreational activities that exceed the de minimus standard set forth in Section 2031(c)(8)(B) of the Code are prohibited.

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

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

16. Trash. The dumping or accumulation of any kind of trash or refuse on the Property, other than agricultural-related trash and refuse produced on the Property, which must

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

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

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

(a) Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

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

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

19. Enforcement.

(a) Grantee shall have the right to prevent and correct violations of the terms of this Easement pursuant to the terms of this Section 19. Grantee may enter the Property for the purpose of inspecting for violations or for compliance with the terms of this Easement, provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall

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

(b) If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the open space character, agricultural productivity, scenic qualities or Conservation Values of the Property, Grantee may pursue its remedies under this Section 19 without prior notice to Grantor or without waiting for the period provided for the cure to expire. In such case, Grantee shall use reasonable efforts to notify Grantor of such circumstances and proposed action, but the failure to provide such notice shall not limit Grantee's rights under this paragraph.

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

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

20. Transfer of Easement.

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

another qualified organization having similar purposes that agrees to assume the responsibility. Except as permitted under this Section 20, Grantee shall not otherwise transfer the conservation easement or the rights and obligations hereunder.

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

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

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

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

the date of this Easement. Grantee shall use its portion of such proceeds consistently with the conservation purposes of this Easement.

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

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

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

To Grantor: Calvin and Marilyn Lehew
P.O. Box 864
Franklin, Tennessee 37064

With a copy to: Gullett, Sanford, Robinson & Martin
315 Deaderick Street, Suite 1100
P.O. Box 198888
Nashville, Tennessee 37219
Attention: Jack Robinson, Jr., Esq.

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

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

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

27. Environmental Matters. Grantor has no actual knowledge of a material release or threatened release of hazardous substances or wastes on the Property in violation of federal, state or local laws, statutes, regulations or ordinances, or the Property's use as a landfill or dump, and

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

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

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

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

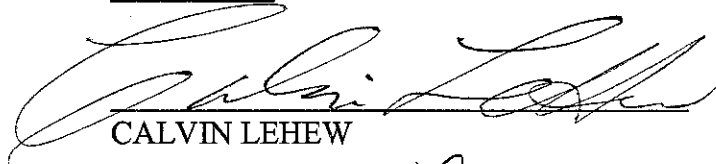
31. Conveyance. This Easement and the conservation easement herein described are quitclaimed subject to such limitations, covenants and restrictions as may affect the Property, but the parties hereto specifically agree to comply with all of the terms and provisions herein contained.

[COUNTERPART EXECUTION PAGES FOLLOW]

CONSERVATION EASEMENT
COUNTERPART EXECUTION PAGE

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

GRANTOR:

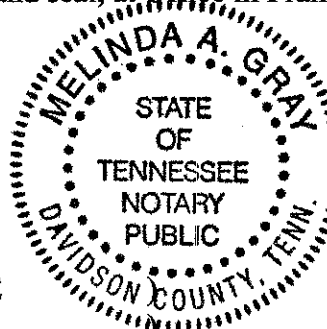

 CALVIN LEHEW

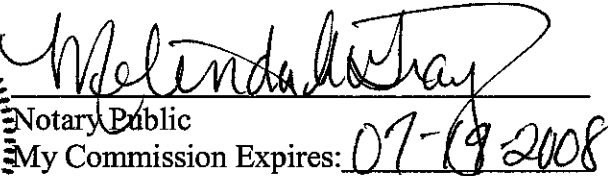

 MARILYN LEHEW

STATE OF TENNESSEE)
)
 COUNTY OF WILLIAMSON)

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

Witness my hand and seal, at Office in Franklin, Tennessee, this 11th day of March, 2008.



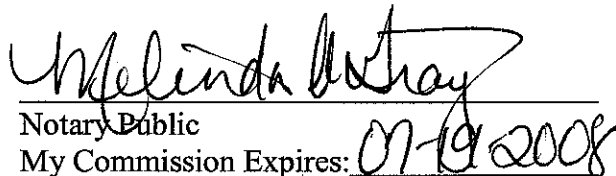

 Notary Public
 My Commission Expires: 07-19-2008

STATE OF TENNESSEE
 COUNTY OF WILLIAMSON My Commission Expires JULY 19, 2008

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

Witness my hand and seal, at Office in Franklin, Tennessee, this 11th day of March, 2008.




 Notary Public
 My Commission Expires: 07-19-2008

My Commission Expires JULY 19, 2008

CONSERVATION EASEMENT
COUNTERPART EXECUTION PAGE

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

GRANTEE:

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

By: Mary Brockman

Print Name: MARY BROCKMAN

Title: Secretary

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

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

Witness my hand and seal, at Office in Franklin, Tennessee, this 11th day of March, 2008.

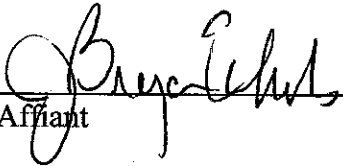


My Commission Expires JULY 19, 2008

Melinda A. Gray
Notary Public
My Commission Expires: 07-19-2008

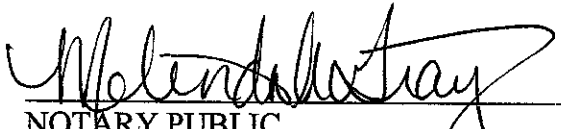
STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

The actual consideration for this transfer is NONE.



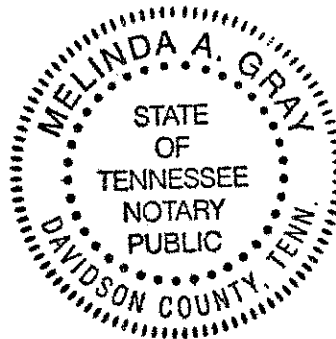
Affiant

Subscribed and sworn to before me on this
11th day of March, 2008.



NOTARY PUBLIC

My Commission Expires: 07-19-2008



My Commission Expires JULY 19, 2008

EXHIBIT A**PROPERTY DESCRIPTION****Parcel 1:**

Beginning at the intersection of the centerline of Blazer Road with the easterly boundary line of the Harry H. Hughes et ux property, of record in Deed Book 114, page 521 in the Register's Office of Williamson County, Tennessee; Thence, with said easterly boundary line, North 7 degrees 01 minute 47 seconds East, passing through a witness iron rod (new) on the assumed right-of-way (15 feet from the centerline) of Blazer Road (being at Tennessee State Plane Coordinates (NAD 83): North 573548.59, East 1690391.03) at 25.70 feet and continuing for a total distance of 467.18 feet to an iron rod (new); Thence, with said Hughes' northerly boundary line, North 79 degrees 28 minutes 43 seconds West 104.03 feet to an iron rod (new) at a fence corner; Thence, continuing with said northerly boundary line, North 85 degrees 11 minutes 10 seconds West 156.93 feet to a point in the centerline of Blazer Road, having passed through a witness iron rod (new) on said easterly right-of-way of Blazer road 17.40 feet from said centerline point; Thence, with said centerline, North 25 degrees 36 minutes 34 seconds West 63.08 feet to the beginning of a curve in said centerline concave to the east and having a radius of 325.00 feet; Thence, with said curve, northeasterly an arc distance of 386.48 feet through a central angle of 68 degrees 08 minutes 06 seconds to the point of tangency; Thence, with said centerline, North 42 degrees 31 minutes 32 seconds East 138.52 feet to the beginning of a curve in said centerline concave to the northwest and having a radius of 630.00 feet; Thence, with said curve, northeasterly an arc distance of 168.17 feet through a central angle of 15 degrees 17 minutes 38 seconds to a point in said centerline; Thence, leaving said centerline, South 77 degrees 30 minutes 00 seconds East, passing through a witness iron rod (new) on said easterly right-of-way of Blazer Road at 15.50 feet, and continuing for a total of 54.20 feet to an iron rod (new) at a fence corner; Thence, continuing on the same line and the southerly boundary line of the Rodger Lee Ray property, of record in Deed Book 457, page 789 in said Register's Office, South 77 degrees 30 minutes 00 seconds East 123.13 feet to an iron rod (new); Thence, continuing with said southerly boundary line and the southerly boundary line of the M.J. Beard et ux property, of record in Deed Book 123, page 427 in said Register's Office, South 79 degrees 17 minutes 59 seconds East 197.72 feet to an iron rod (new); Thence, continuing with said Beards' southerly boundary line, as follows: South 81 degrees 53 minutes 25 seconds East 349.99 feet to an iron rod (new), South 82 degrees 43 minutes 03 seconds East 421.99 feet to an iron rod (new), South 49 degrees 08 minutes 42 seconds East 59.06 feet to an iron rod (new), South 78 degrees 30 minutes 36 seconds East 20.30 feet to an iron rod (new); Thence, with said Beards' easterly boundary line, North 37 degrees 11 minutes 05 seconds East 436.61 feet to a fence corner; Thence, with the easterly boundary line of the Brent R. Taylor property, of record in Deed Book. 1958, page 409 in said Register's Office, North 39 degrees 24 minutes 55 seconds East 367.29 feet to a 20 inch walnut tree; Thence, with the westerly boundary line of the JJB Partners, L.P. property, of record in Deed Book 1681, page 124 in said Register's Office, as follows: South 42 degrees 42 minutes 12 seconds East 295.60 feet to an iron rod (old), South 40 degrees 06 minutes 11 seconds East 326.38 feet to an iron rod (new), South 27 degrees 26 minutes 43 seconds East 360.21 feet to a 15" hickory tree, South 22 degrees 42 minutes 53 seconds East 221.42 feet to an iron rod (new) at an elm stump; Thence, with said JJB Partners, L.P. southerly boundary line, as follows: South 84 degrees 03 minutes 15 seconds East 974.24 feet to an iron rod (old), South 81 degrees 46 minutes 20 seconds East 431.53 feet to an iron rod (old), South 76 degrees 09 minutes 20 seconds East 208.03 feet to and iron rod (new), North 2

degrees 36 minutes 19 seconds East 153.28 feet to an iron rod (old), North 7 degrees 41 minutes 59 seconds West 139.22 feet to an iron rod (old), North 6 degrees 02 minutes 06 seconds East 224.24 feet to an iron rod (new), North 75 degrees 24 minutes 05 seconds East 138.78 feet to an iron rod (new), South 37 degrees 09 minutes 49 seconds East 53.77 feet to an iron rod (new), South 25 degrees 56 minutes 30 seconds East 153.09 feet to an iron rod (new), South 56 degrees 22 minutes 00 seconds East 84.26 feet to an iron rod (new), South 78 degrees 00 minutes 40 seconds East 73.34 feet to an iron rod (new), North 84 degrees 48 minutes 53 seconds East 325.28 feet to an Iron rod (old); Thence, with the westerly boundary line of the LCT, L.P., property, of record in Deed Book 1411, page 927 in said Register's Office, as follows: South 38 degrees 14 minutes 37 seconds West 1418.02 feet to an iron rod (old), South 9 degrees 30 minutes 02 seconds West 697.40 feet to an iron rod (old); Thence, with the boundary line of the Earline H. Sparkman et al property, of record in Deed book 2636, page 633 in said Register's Office, as follows: South 63 degrees 37 minutes 04 seconds West 585.91 feet to an iron pipe (new), South 57 degrees 41 minutes 29 seconds West 103.47 feet to an iron rod (old); Thence, with the boundary line of the Oscar L. Hughes et ux property, of record in Deed Book 255 page 609 in said Register's Office, as follows: South 44 degrees 54 minutes 43 seconds West 185.27 feet to (In iron rod (new), South 38 degrees 28 minutes 09 seconds West 137.94 feet to an iron rod (new), South 35 degrees 10 minutes 11 seconds West 213.59 feet to an iron rod (new), South 32 degrees 04 minutes 54 seconds West 110.44 feet to an Iron rod (new), South 44 degrees 33 minutes 46 seconds West 123.73 feet to an iron rod (new), South 47 degrees 50 minutes 14 seconds West 124.22 feet to an iron rod (new), South 44 degrees 10 minutes 22 seconds West 114.37 feet to an iron rod (new), South 41 degrees 57 minutes 08 seconds West 69.07 feet to an iron rod (new), South 36 degrees 10 minutes 32 seconds West 115.40 feet to an iron rod (new); Thence, with the boundary line of the Hazel R. More property, of record in Deed Book 1988, page 585 in said Register's Office, South 32 degrees 37 minutes 42 seconds West 164.63 feet to an iron pipe (old); Thence, with the boundary line of the James A. Adams property, of record in Deed Book 784 page 810 in said Register's Office, North 86 degrees 24 minutes 42 seconds West 134.59 feet to an metal fence post (old); Thence, with the boundary line of the Carter D. Canada et ux property, of record in Deed Book 270 page 835 in said Register's Office, North 86 degrees 40 minutes 53 seconds West 618.83 feet to a concrete monument (old); Thence, with the boundary line of the Harold E. Givens et ux property, of record in Deed Book 143, 277 in said Register's Office, as follows: South 53 degrees 42 minutes 00 seconds West 31.65 feet to an iron rod (new), North 81 degrees of minutes 18 seconds West 33.08 feet to a point in the west side of a drain, South 58 degrees 55 minutes 48 seconds West, passing through a witness iron rod (new) on the west bank of said drain and continuing for a total distance of 112.08 feet to an iron rod (new), North 52 degrees 54 minutes 42 seconds West 133.21 feet to an iron rod (new); Thence, with the boundary line of the Lloyd D. Smithson et ux property, of record in Deed Book 143, page 345 in said Register's Office, as follows: North 48 degrees 32 minutes 24 seconds West 77.46 feet to an iron rod (new), North 35 degrees 02 minutes 40 seconds West 278.64 feet to a fence corner; Thence, with the boundary line of the Charles M. Poteete, Jr. et ux property, of record in Deed book 303, page 687 in said Register's Office, as follows: North 36 degrees 18 minutes 00 seconds West 172.14 feet and iron rod (new), North 45 degrees 31 minutes 29 seconds West 46.50 feet to an iron rod (new); Thence, with the boundary line of the Polly Claire Poteete et vir property, of record In Deed Book, 334 page 898 in said Register's Office, as follows: North 60 degrees 00 minutes 18 seconds West 28.23 feet to an iron rod (new), North 4 degrees 24 minutes 32 seconds East 25.24 feet to an iron rod (new); Thence, with the boundary line of the Catherine Brown Life Estate property, of record in Deed Book 130, page 500 in said Register's Office, as follows: North 22 degrees 01 minute 35 seconds East 184.30 feet to a large red oak tree, North 22 degrees 41 minutes 36 seconds West 133.70 feet to a large twin red oak

tree, North 68 degrees 44 minutes 50 seconds West 123.44 feet to an iron rod (new) in the old road bed of Blazer Road; Thence, with said road bed, as follows: North 20 degrees 52 minutes 21 seconds East 18.92 feet to an iron rod (new), North 3 degrees 52 minutes 20 seconds East 100.00 feet to an iron rod (new), North 13 degrees 00 minutes 41 seconds West, passing through a witness iron rod (new) on said easterly right-of-way of Blazer Road at 38.07 feet and continuing for a total distance of 116.57 feet to the centerline of Blazer Road; Thence, with said centerline, North 8 degrees 43 minutes 08 seconds West 176.53 feet to the beginning of a curve in said centerline concave to the west and having a radius of 477.77 feet; Thence, with said curve, northwesterly an arc distance of 82.80 feet through a central angle of 9 degrees 15 minutes 48 seconds to the point of tangency; Thence, leaving said centerline and severing the Frances Hughes Family Partnership, L.P. property, of record in Deed Book 1567, page 570 in said Register's Office, with a new line, as follows: North 24 degrees 51 minutes 58 seconds East, passing through a witness iron rod (new) on said easterly right-of-way of Blazer Road at 21.79 feet and continuing for a total distance of 94.67 feet to an iron rod (new), South 82 degrees 54 minutes 55 seconds East 279.19 feet to an iron rod (new), North 24 degrees 16 minutes 54 seconds West 515.23 feet to an iron rod (new), South 76 degrees 08 minutes 09 seconds West 315.82 feet to a point in said centerline of Blazer Road, having passed through a witness iron rod (new) on said easterly right-of-way of Blazer Road 16.18 feet from said point; Thence, with said centerline, North 35 degrees 50 minutes 12 seconds West 270.06 feet; Thence, leaving said centerline with the boundary line of the Rodger Moore property, of record in Deed Book 3303 page 668 in said Register's Office, North 54 degrees 09 minutes 48 seconds East, passing through a witness iron rod (new) on said easterly right-of-way of Blazer Road at 15.00 feet and continuing for a total distance of 254.39 feet to an iron rod (new); Thence, continuing with said Moore's boundary line, as follows: North 25 degrees 01 minute 11 seconds West 203.10 feet to an iron rod (new), North 44 degrees 23 minutes 51 seconds West 41.45 feet to an iron rod (new), South 45 degrees 18 minutes 06 seconds West 289.80 feet to a point in said centerline of Blazer Road, having passed through a witness iron rod (new) on said easterly right-of-way of Blazer Road 15.18 feet from said point; Thence, with said centerline, North 35 degrees 50 minutes 12 seconds West 302.44 feet to the beginning of a curve in said centerline concave to the northeast and having radius of 359.10 feet; Thence, with said curve, northwesterly an arc distance of 34.40 feet through a central angle of 5 degrees 29 minutes 19 seconds to the beginning containing 231.73 acres.

Parcel 2:

Beginning at the intersection of the centerline of Blazer Road with the easterly boundary line of the Harry H. Hughes et ux property, of record in Deed Book 114, page 521 in the Register's Office of Williamson County, Tennessee: Thence, with a curve in said centerline concave to the northeast and having a radius of 359.10 feet, northwesterly an arc distance of 82.69 feet through a central angle of 13 degrees 11 minutes 38 seconds (chord: North 23 degrees 45 minutes 04 seconds West 82.51 feet) to the point of tangency; Thence, with said centerline, North 17 degrees 09 minutes 15 seconds West 118.26 feet to the beginning of a curve in said centerline concave to the southwest and having a radius of 1155.64 feet; Thence, with said curve, northwesterly an arc distance of 170.54 feet through a central angle of 8 degrees 27 minutes 19 seconds to the point of tangency: Thence, with said centerline, North 25 degrees 36 minutes 34 seconds West 164.85 feet; Thence, leaving said centerline with said Hughes' northerly boundary line, South 85 degrees 11 minutes 10 seconds East, passing through a witness iron rod (new) at 17.40 feet, and continuing for a total distance of 156.93 feet to an iron rod (new); Thence, continuing with said northerly boundary line, South 79 degrees 28 minutes 43 seconds East 104.03 feet to an iron rod (new); Thence, with said Hughes easterly boundary line, South 7 degrees 01 minutes 47 seconds West 467.18 feet to the beginning, having passed through a witness iron rod (new) on the assumed easterly right-of-way (15 feet from the centerline) of Blazer Road at 27.70 feet from said point of beginning, containing 1.35 acres.

This property is improved property known as 3144 Blazer Road, Franklin, Tennessee 37064-0000.

Being the same property conveyed to Grantor by that Warranty Deed of record at Book 3390, page 415, Register's Office for Williamson County, Tennessee.

BK: 4509 PG: 617-639

08010062

	23 PGS : AL - CORRECTION INSTRUMENT	
	03/11/2008 - 02:15:04 PM	
	BATCH	119575
	MTG TAX	0.00
	TRN TAX	0.00
	REC FEE	115.00
	DP FEE	2.00
	REG FEE	0.00
	TOTAL	117.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE

REGISTER OF DEEDS