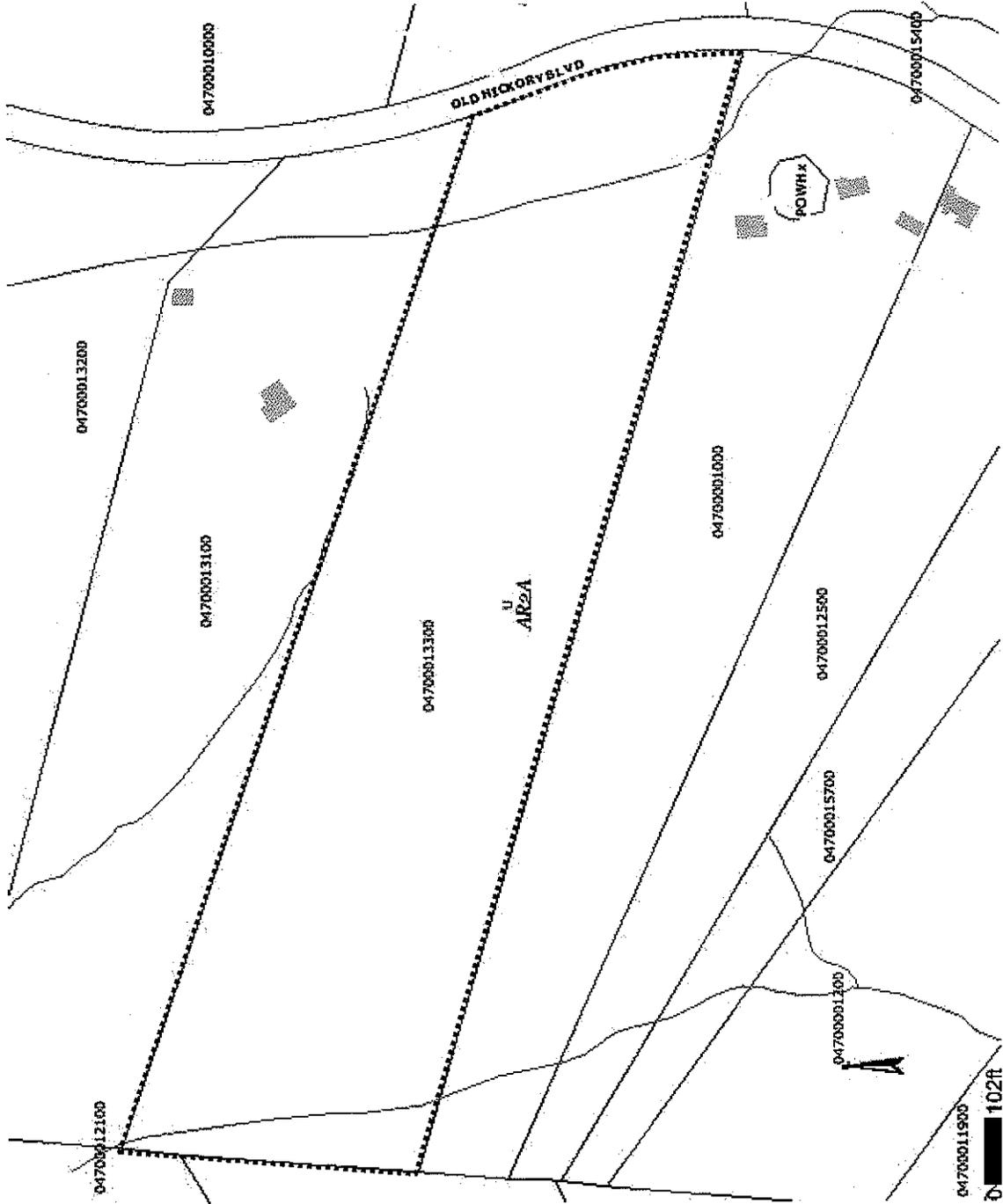


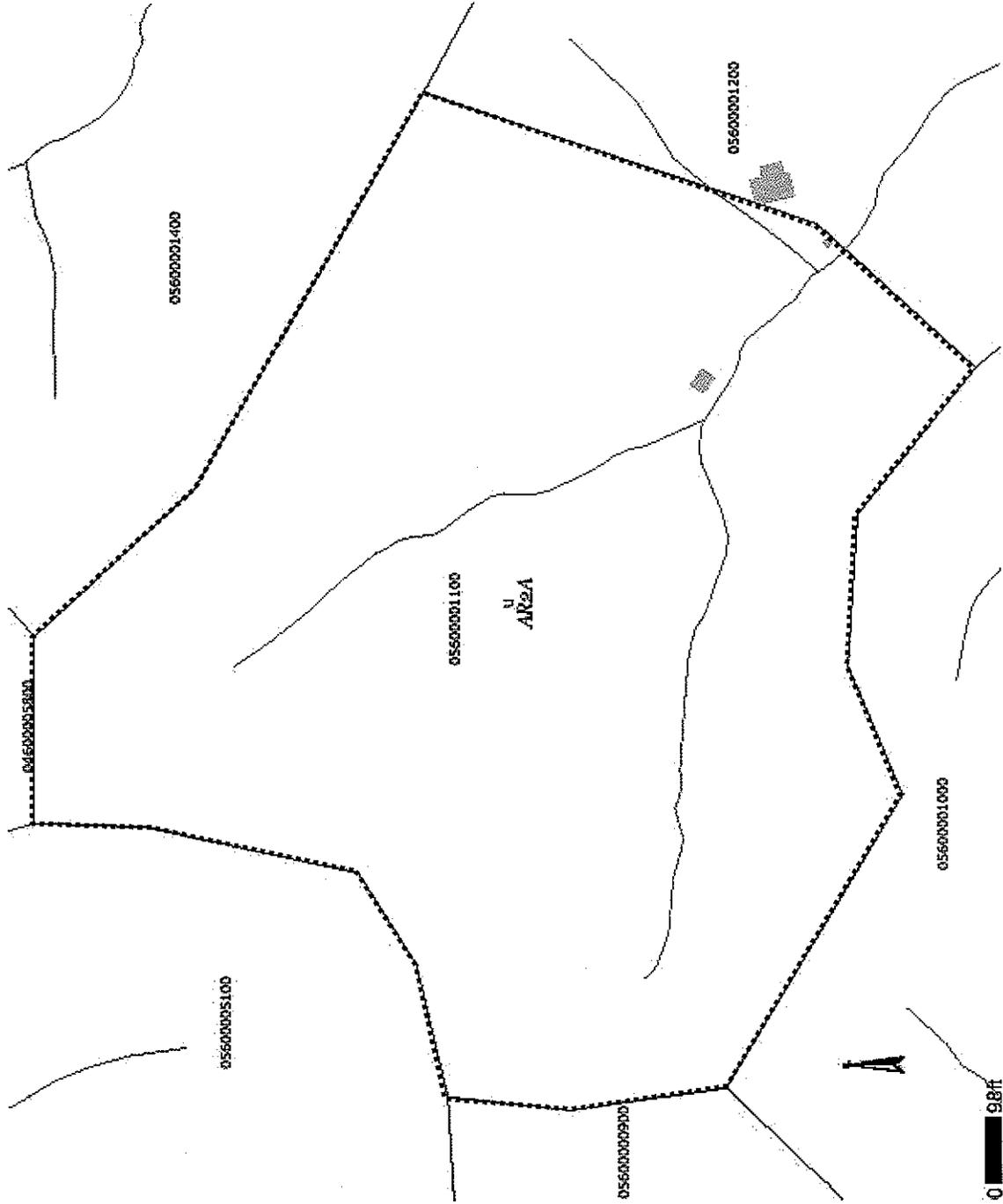
EXHIBIT A



**EXHIBIT B**



**EXHIBIT C**



**EXHIBIT D**

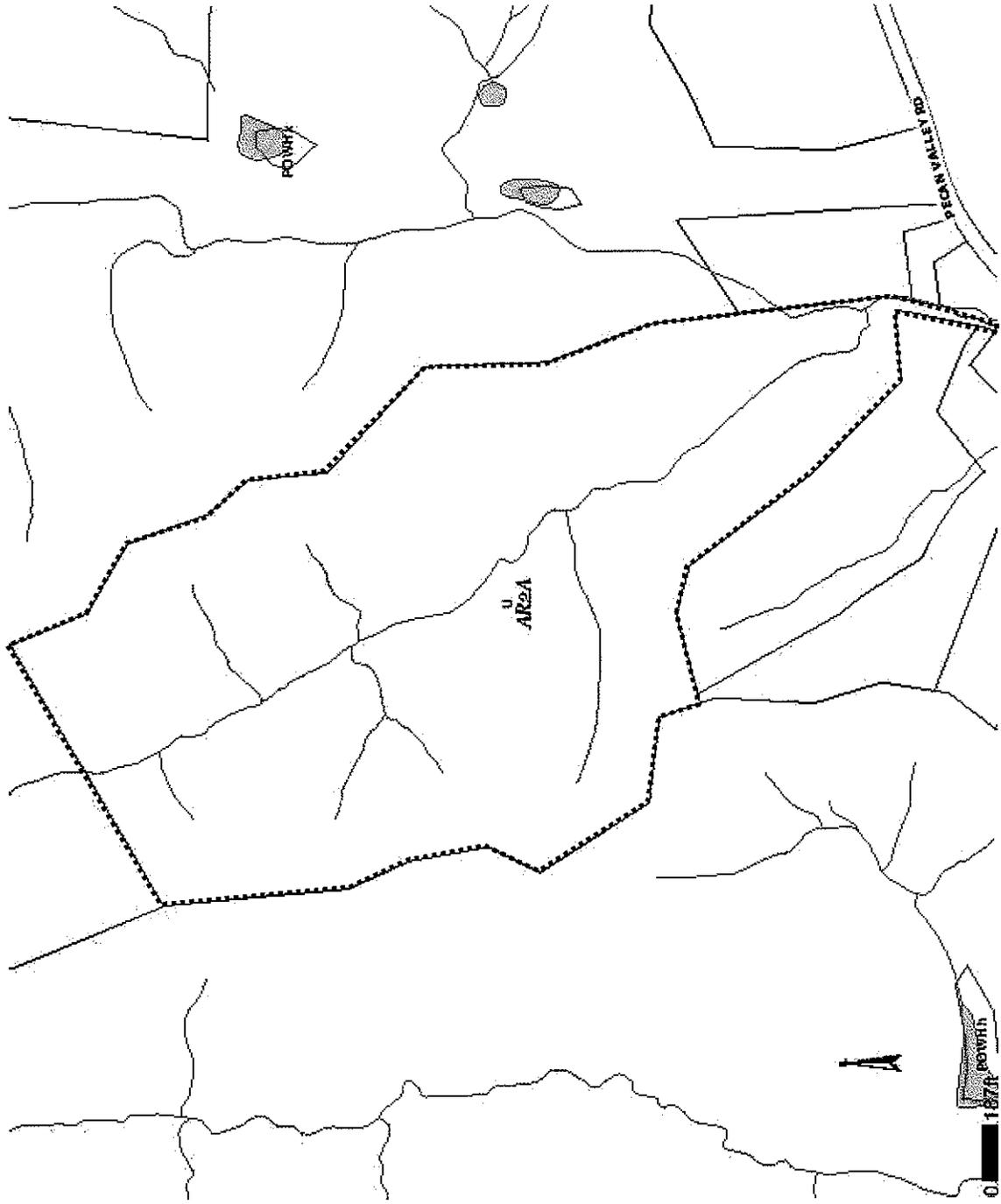
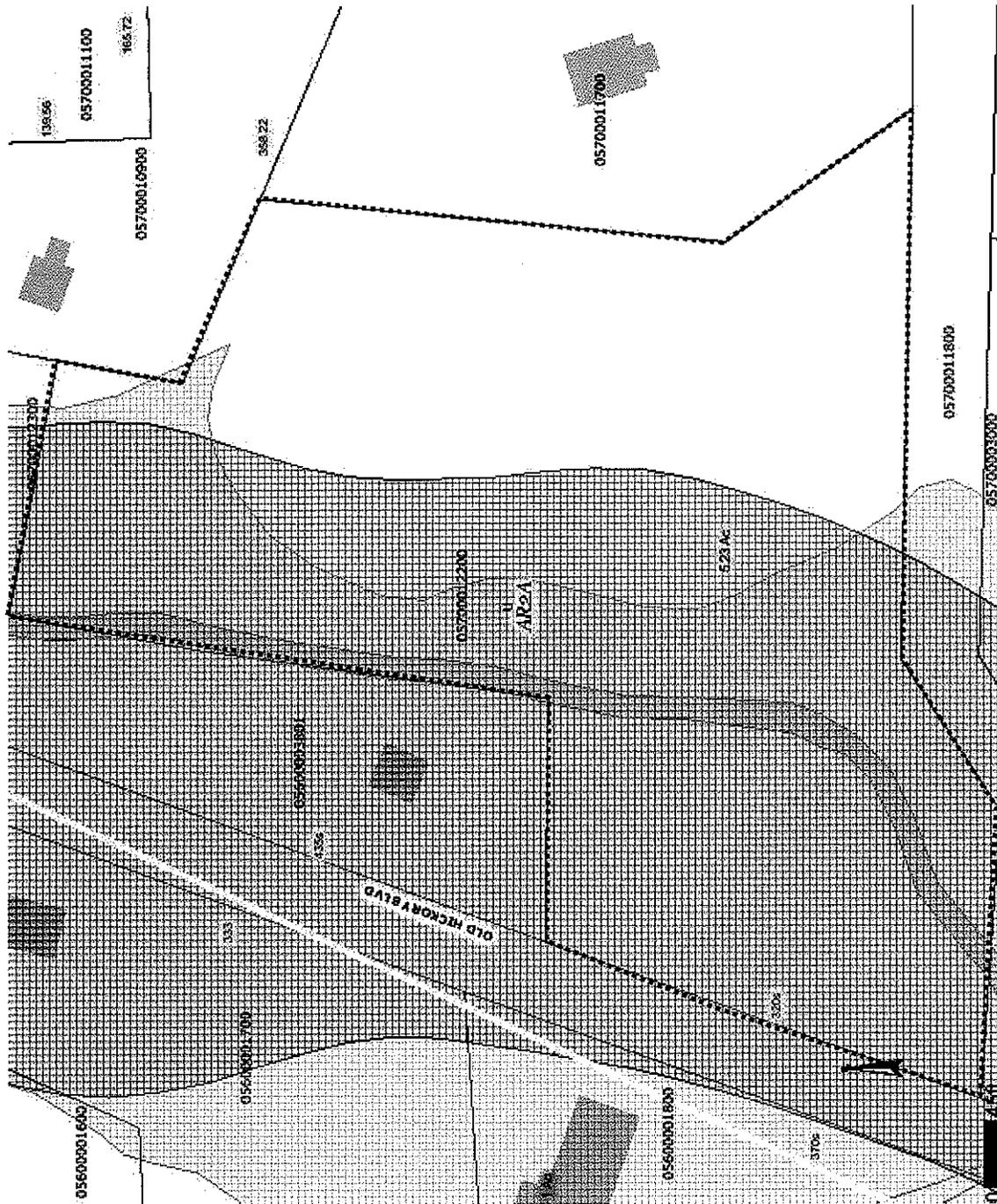


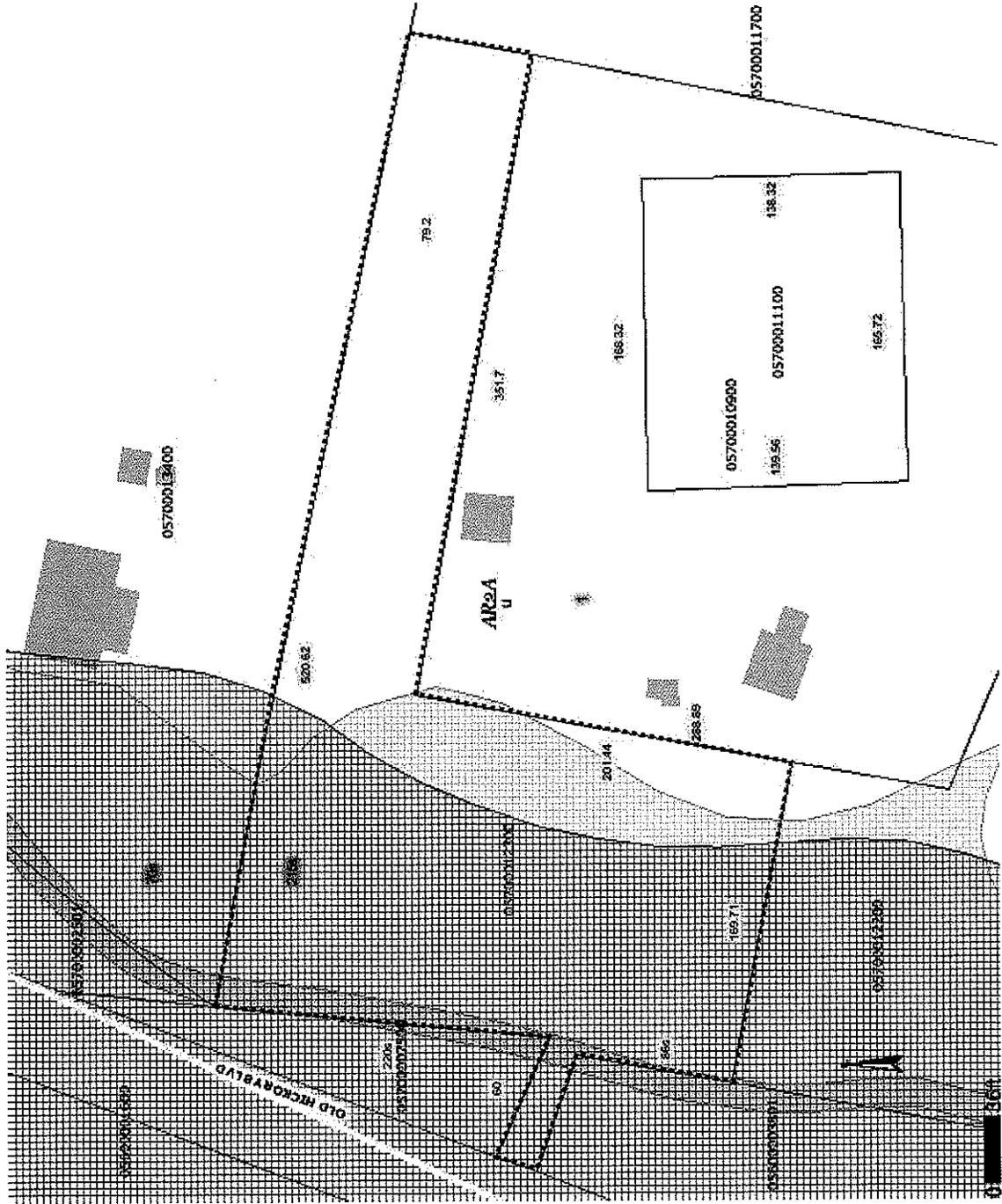
EXHIBIT E



EXHIBIT F



**EXHIBIT G**



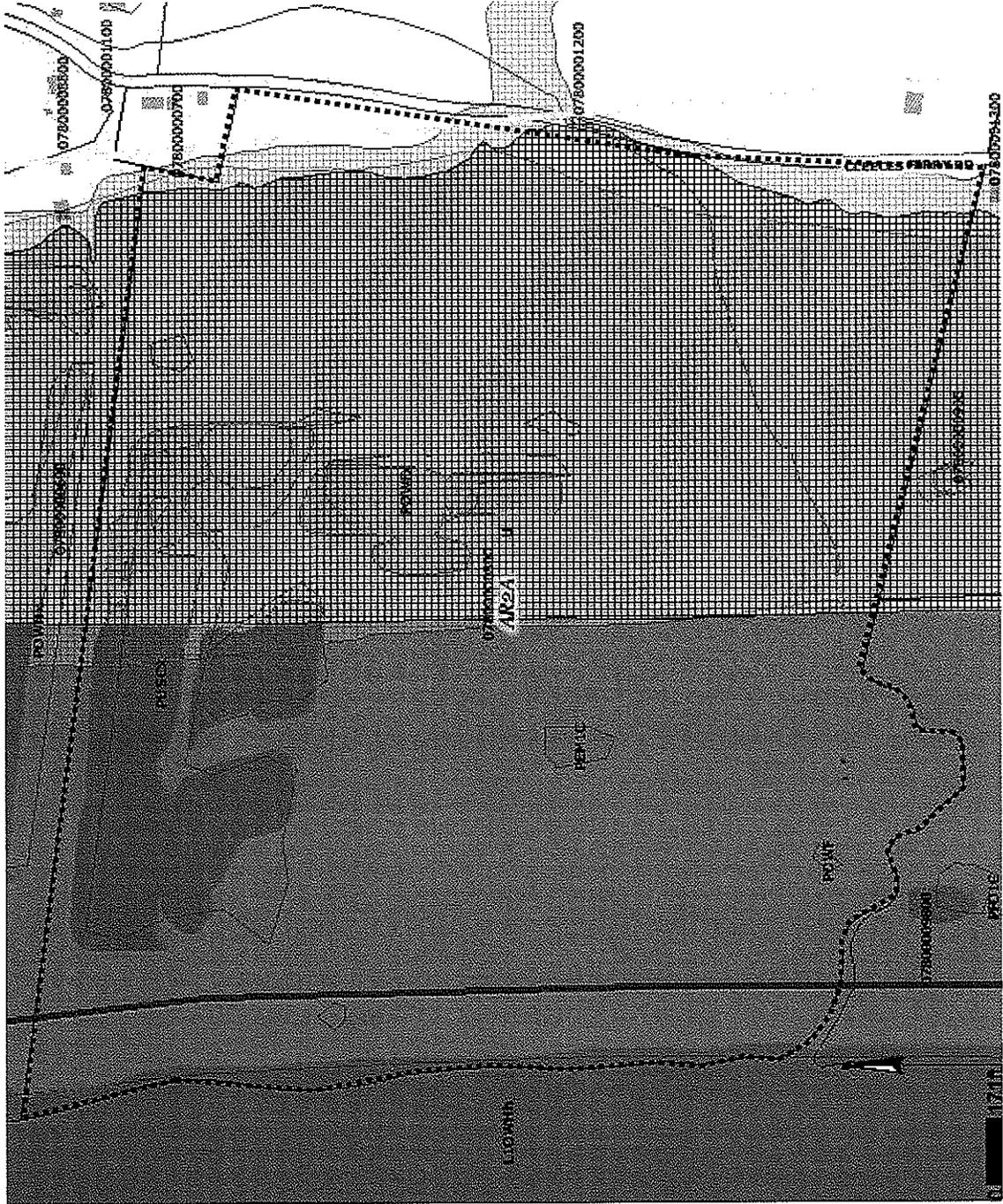
**EXHIBIT H**



**EXHIBIT I**

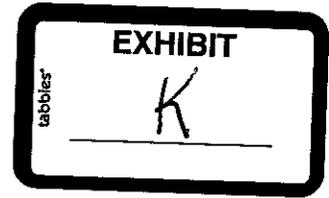


EXHIBIT J



**FORM OF CONSERVATION EASEMENT – DO NOT SAVE OVER THIS FORM.**

THIS INSTRUMENT WAS PREPARED BY:  
J. Bryan Echols  
Stites & Harbison PLLC  
401 Commerce Street, Suite 800  
Nashville, Tennessee 37219



**CONSERVATION EASEMENT  
AND GRANT OF EASEMENT FOR CONSERVATION GREENWAYS**

**THIS CONSERVATION EASEMENT AND GRANT OF EASEMENT FOR CONSERVATION GREENWAYS** (this “Easement”) is hereby quitclaimed on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ subject to the provisions herein contained, by \_\_\_\_\_ ([collectively, ] “Grantor”) to **THE LAND TRUST FOR TENNESSEE, INC.**, a Tennessee nonprofit corporation (“LTTN”) and **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, acting by and through its Board of Parks and Recreation (“Metro”) [LTTN and Metro and collectively referred to as “Grantee”], for the purpose of forever conserving the Conservation Values of the Property (both as hereinafter defined).

**WITNESSETH:**

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

The Property is primarily *open farm, agricultural, grassland and forest land* and contains or supports significant *wildlife habitat*. [Approximately \_\_\_\_\_ percent (\_\_\_\_%) of soils on the Property have been classified as prime soils of local and statewide importance by the Natural Resource Conservation Service, United States Department of Agriculture.] [The Property 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.] **[REVISE AS NECESSARY]**

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 possesses outstanding scenic qualities that will provide a significant benefit to and scenic enjoyment for the general public, and upon establishment of the greenway as provided herein portions of the Property will be accessed by the general public.

**HERITAGE CONSERVATION TRUST.** The Tennessee Heritage Conservation Trust Act: A Preliminary Assessment of Need (December 2006) (the “Heritage Trust Assessment”) was produced by the Tennessee Department of Environment and Conservation and the Tennessee Wildlife Resources Agency to provide guidance to the Tennessee Heritage Conservation Trust Board as it carries out the mandate set forth in T.C.A. §11-7 to assist the State of Tennessee in permanently conserving and preserving tracts of land for the purposes of

promoting tourism and recreation; protecting, conserving and restoring the State's physical, cultural, archeological, historical and environmental resources; and preserving working landscapes. The Heritage Trust Assessment identified portions of the Property and adjacent property with a score of "Very High Importance (B1)" for protection due to the biological richness of this area.

The open space use of the Property is consistent with public and private programs for conservation and protection of open space for nearby properties. The Property is adjacent to a number of other tracts of property that are currently in the process of being placed under conservation easements.

Grantee recognizes the increasing benefit of protecting open spaces within the Metropolitan Nashville area. Greenways provide the general public with recreational opportunities in natural areas, preserve, and protect native plant and animal species and their habitat, and provide low-impact transportation routes for pedestrian and bicycle traffic.

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.

Metro, by Ordinance No. 091-13, created a Greenways Commission to assist Metro in the development of a system of open space greenways. Grantor intends that the conservation values

of the Property be preserved and made more accessible for public enjoyment by the anticipated incorporation and maintenance of the property as part of the Metro greenways system. Metro has the authority to accept this grant pursuant to T.C.A. § 66-9-305(d), and Section 11.1002 of the Metropolitan Charter.

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.

-- Metro Ordinance No. 091-13, which created a Greenways Commission as previously described.

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

LTTN is a tax-exempt nonprofit organization and each of LTTN and Metro is a qualified organization under §§ 501(c)(3) and 170(h), respectively, of the Code, and each is 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 (the "**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;

**FURTHER**, Grantor hereby voluntarily grants and conveys to Metro, its successors and assigns, an easement in perpetuity over the Property of the Grantor (herein referred to as the "**Greenways Easement**") to be located as more particularly shown on Exhibit B and Exhibit C, attached hereto and incorporated by this reference.

**FURTHER**, Grantor hereby donates, grants, assigns, remises, releases and forever quitclaims to Grantee, their respective 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 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 the Conservation 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. The 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 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 respective 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.

5. 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 such construction or 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. Consent or permission given by LTTN may be deemed as consent of Grantee with respect to any matter pertaining to the Conservation Easement, and consent or permission given by Metro may be deemed as consent of Grantee with respect to any matter pertaining to the Greenways Easement.

6. 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 6 or other provisions of this Easement, is prohibited. Notwithstanding any other provision of this Section 6, no structure or other improvement may interfere with the rights given Metro under the Greenways Easement, and no restriction or prohibition in this Easement shall be construed to restrict the rights of Metro given in this Easement.

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

(i) Primary Homestead Area. There is currently existing on the Property a residence approximately \_\_\_\_\_ square feet in size (the "**Main House**") with several appurtenant structures. The Main House may be maintained, improved, expanded, repaired and replaced, provided, however, that the size of the Main House shall not exceed the size of 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 \_\_\_\_\_ (\_\_\_\_) acre in size. Grantor may also construct within the Primary Homestead Area reasonable structures appurtenant to residential use of the Main House, such as sheds and garages or recreational facilities. 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) Secondary Homestead Area. There is currently existing on the Property a secondary residence approximately \_\_\_\_\_ square feet in size (the "**Secondary House**") with several appurtenant structures. The Secondary House may be maintained, improved, expanded, repaired and replaced, provided, however, that the size of the Secondary House shall not exceed the size of the

Secondary Homestead Area, as hereinafter defined. Grantor further reserves the right to establish on the Property an area (the "**Secondary Homestead Area**") encompassing the Secondary House and no more than one (1) acre in size. Grantor may also construct within the Secondary Homestead Area reasonable structures appurtenant to residential use of the Secondary House, such as sheds and garages or recreational facilities. Prior to any construction of new structures within the Secondary Homestead Area, Grantor will accomplish the following:

(1) Grantor shall cause the Secondary 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 Secondary Homestead Area by a metes and bounds survey description.

(iii) Additional Residential Structure: Grantor may construct, repair and replace one (1) additional residential structure on the Property (an "**Additional Residence**," and together with the Main House [and Secondary House], each a "**Residential Structure**") and may also construct reasonable structures appurtenant to residential use of the Additional Residence, provided that the Additional Residence and all such appurtenant improvements shall be within the Building Envelope (as hereinafter defined), pursuant to the following provisions:

(1) Prior to commencement of construction of the Additional Residence, Grantor shall cause the building envelope for such Additional Residence (the "**Building Envelope**") to be delineated, staked, and surveyed by a registered land surveyor.

(2) Once the location of such Building Envelope is agreed to by Grantor and Grantee, an amendment to this Easement shall be executed in a form acceptable to Grantee which amendment shall define the location of such Building Envelope by a metes and bounds survey description.

(3) The location of the Building Envelope shall be subject to the prior written approval of Grantee.

(4) The Building Envelope shall not exceed \_\_\_\_\_  
(\_\_\_\_\_) acres and shall be roughly rectangular in shape.

(5) The Building Envelope, and all roads or driveways providing access thereto, must not unreasonably interfere with the Conservation Values of the Property.

(6) *The Building Envelope must not intrude on the Buffer Zone.*

(iv) Farmstead Area. There is hereby established on the Property an area (the "**Farmstead Area**") consisting of a four-sided enclosure of no more than two (2) acres containing the coordinates defined as North 35.35754 degrees, West 086.92310 degrees and established by a global positioning system or other means. Grantor may construct or install, and repair and replace within the Farmstead Area up to three (3) residential structures [not to exceed three thousand (3,000) square feet of interior hearted space in the aggregate] (each a "**Residential Structure**") 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, provided that all the Residential Structures and all such improvements appurtenant to the Residential Structures shall lie within the Farmstead Area. Prior to any construction of structures within the Farmstead Area, Grantor will accomplish the following:

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

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

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

(c) Fences. Provided that such fences do not conflict with the terms of the Greenways Easement, 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. Picnic shelters, park swings, park benches, gazebos, barbecue pits, grills and other similar recreational structures utilized to enjoy the scenic beauty of the Property may be built for the private recreational enjoyment of Grantor and Grantor's guests inside the [**Primary Homestead Area, Building Envelope, and Farmstead Area**] without Grantee's consent. Except for recreational structures that require a concrete, cement, or other type of foundation for construction, installation or erection, and subject to the terms of the Greenways Easement, Grantor may construct, install, or erect recreational structures on the Property (excluding any areas described in Section 13)

without Grantee's consent. Grantor shall obtain Grantee's prior written permission, in accordance with Section 5 of this Easement, to construct, install, or erect any such recreational structure that requires a concrete, cement, or other type of foundation for construction, installation or erection outside the [**Primary Homestead Area, Building Envelope, and Farmstead Area**]. No commercial recreational activity shall be conducted on the Property.

(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) Energy Producing Structures. Nothing in the Easement shall be deemed to prohibit the establishment on the Property of alternative energy sources, including without limitation equipment for the generation of solar power, wind power or hydroelectric power (collectively, "**Energy Production Facilities**"), subject to the following limitations:

(i) Energy Production Facilities shall be limited in scale to provide energy sufficient to serve the permitted Residential Structures and Agricultural Structures on the Property, but shall not be designed to produce energy for sale or distribution to other users located outside the Property and shall not in any event constitute a "wind farm" or "solar farm" for the production of energy in excess of that used on the Property; provided, however, that this limitation shall not limit the right of Grantor to sell energy back to the utility provider, whether such sales are characterized as renewable energy credits, net metering, or a sale to the grid.

(ii) Energy Production Facilities may be located in any area designated in this Easement for the placement or construction of current or future structures, however described, without the consent of Grantee, and may be located in other areas of the Property with the prior written consent of Grantee.

(iii) No Energy Production Facility, or housings, wires, conduits or other equipment servicing such Energy Production Facility, may be materially and substantially destructive of the Conservation Values of this Easement, or interfere with the Greenways Easement.

7. 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, subject in each instance to the terms of the Greenways Easement. 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, subject in each case to the terms of the Greenways Easement.

8. 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, subject to the terms of the Greenways Easement.

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

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

9. Agricultural Operations and Conservation Practices.

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

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

all of which are strictly prohibited.

(c) *Subject to the provisions of Section 13 of this Easement*, and subject to the terms of the Greenways Easement, 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 10 of this Easement, subject to the terms of the Greenways Easement.

#### 10. Forestry Activities.

(a) The cutting, removal or harvesting of trees, including commercial timber harvesting, may be undertaken only if consistent with a forest management plan described above and shall be supervised in conjunction with the Tennessee Division of Forestry or forestry professional approved by Grantee. All timber harvesting shall be consistent with generally accepted "Best Management Practices," as those practices may be identified from time to time by appropriate governmental or educational institutions for timber harvesting, and in a manner not wasteful of soil resources or detrimental to water quality, wildlife habitat, or watershed conservation. Nothing set forth in the Easement shall be deemed to prohibit the clearing of trees for agricultural purposes, consistent with Best Management Practices. Notwithstanding the foregoing, Grantor shall be permitted to (a) remove, harvest or cut dead and diseased trees, (b) remove trees that pose a threat of personal injury or property damage, (c) cut wood for use on the Property, including firewood and the construction of fences or buildings, and (d) cut trees to create firebreaks, without the consent of Grantee, but subject to the terms of the Greenways Easement.

(b) *The removal of timber shall in any event comply with the provisions of Section 13 of this Easement regarding the Buffer Zone, as hereinafter defined.*

#### 11. 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.

12. Road and Farm Road Construction. Although no public roads shall be constructed on the Property, farm roads or driveways may hereafter be constructed on the Property where needed to conduct agricultural operations on the Property or to provide access to the permitted residences. Such farm roads or driveways 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, and shall in each case be subject to the terms of the Greenways Easement. Prior to the commencement of construction of any such farm road or driveway, 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.

13. Buffer Zone. There is hereby established on the Property a riparian buffer zone (the "**Buffer Zone**") consisting of an area twenty five feet (25') from the top of bank of Murfree's Fork, as such bank may be altered from time to time. In order to preserve water quality and wildlife habitat, Grantor shall allow the Buffer Zone to remain in or return to its natural and undisturbed state, but may make such improvements as will improve the banks, watercourses or water quality within the Buffer Zone. Trees within the Buffer Zone may be cut but only if done in accordance with Best Management Practices referred to in Section 9 and the conservation plan described in Section 10. The use of pesticides, the clearing of land, or the alteration of banks within the Buffer Zone shall be accomplished only after the written consent of Grantee has been obtained pursuant to the provisions of Section 6(e) of this Easement. No Agricultural Structure may be built within the Buffer Zone. Nothing in this Section shall be deemed to prevent water crossings as necessary for permitted driveways and farm roads. Notwithstanding the foregoing, Grantor must also comply with all applicable requirements of federal state and local laws and regulations relating to buffer zones for streams, rivers and other bodies of water.

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

15. Subdivision. Regardless of whether the Property is currently composed of one (1) or more contiguous or noncontiguous tax parcels, the Property shall be considered as one parcel for the purposes of this Easement and shall be retained in common ownership as though a single legal parcel. The subdivision of the Property, whether by physical or legal process, is prohibited. Any such subdivision of the Property, recording of a subdivision plan, partition of the Property, or any attempt to divide the Property without permission of the Grantee is prohibited. Without

limiting the foregoing, the term "subdivision" shall not be limited by any statutory definition that limits the concept of subdivision. Subject to the foregoing, the Property may be transferred, encumbered, mortgaged or conveyed, or leased in whole or in part, and the provisions of this Easement shall continue to encumber the Property. Nothing in this Section shall be construed to prohibit the leasing of all or a portion of the Property, subject to the restrictions of this Easement.

16. 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.

17. 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.

18. Purpose of Greenways Easement. It is the purpose of this grant to allow Metro to utilize the Greenways Easement area for one or more of the following: a pathway for pedestrian or bicycle travel, nature trail, and/or natural area. Metro, at its discretion, shall design, construct, and maintain any pathway or physical structure in a manner that best preserves the open and natural condition of the Property. It is the intention of the parties hereby expressed that the granting of the Easement will not significantly interfere with the Conservation Values of the Property.

19. Rights of Metro. To accomplish the purpose of the Greenways Easement, the following rights are conveyed to Metro by this grant:

(a) To construct and maintain a pathway to be located on the Greenways Easement, including, at the discretion of Metro, necessary trailheads, signage, benches, and other improvements consistent with the recreational and educational uses of the pathway and other conservation values; and

(b) To prevent any activity on or use of the Property that is inconsistent with the purpose of the Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

20. Metro Covenants. Metro, by accepting this grant, covenants and agrees, on behalf of itself, its successors and assigns, that the following shall constitute real covenants that shall attach to and run with the Greenways Easement hereby granted and shall be binding upon anyone who may hereafter come into ownership of such Greenways Easement, whether by purchase, devise, descent, or succession, or to be authorized to use said Greenways Easement area:

(a) Metro will make the Greenways Easement area available for use by all members of the general public without distinction or illegal discrimination on the grounds of race, color, national origin, handicap, or age.

(b) Metro will adopt rules and regulations governing the use of the Greenways Easement area so as not to permit or suffer any use of the Greenways Easement by Grantor or others in violation of such rules and regulations. At a minimum, the rules and regulations will provide as follows:

(i) That the hours of public access of the Greenways Easement shall be from sunrise to sunset.

(ii) That all persons utilizing the Greenways Easement area must remain on the pathway.

(iii) That all pets of persons utilizing the pathway must be on a leash at all times.

(iv) That the following activities shall be strictly prohibited on the Greenways Easement area:

- (1) consumption or possession of alcoholic beverages;
- (2) horseback riding;
- (3) unauthorized motor vehicles;
- (4) collecting or distributing plants, animals or other natural features;
- (5) littering or dumping;
- (6) possession of firearms, weapons or projected objects;
- (7) playing of radios, musical instruments or other devices in a manner that might disturb others;
- (8) vending or other concessions without proper permits;
- (9) advertising or posting of bills;
- (10) trespassing on adjacent property of Grantor.

21. 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, subject to the terms of the Greenways Easement, 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.

22. 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, subject to any express provision set forth with regard to the Greenways Easement.

(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.

23. Enforcement.

(a) Either Grantee, acting independently or collectively, shall have the right to prevent and correct violations of the terms of this Easement pursuant to the terms of this Section 20. 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 Conservation Values of the Property, Grantee shall give Grantor written notice in accordance with Section 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 Conservation Values of the Property, Grantee may pursue its remedies under this Section 20 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) Forbearance by Grantee to exercise any of its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term 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 upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(d) In addition to injunctive relief, Grantee shall be entitled to seek the following remedies in the event of a violation:

(i) Money damages, including damages for the loss of the Conservation Values protected by this Easement; and

(ii) Restoration of the Property to its condition existing prior to such violation, including the removal of offending structures.

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(e) All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor without setoff, deduction, defense, abatement, suspension, deferment, or reduction; provided, however, that if a court finds that no violation has occurred, each party shall bear its own costs. Grantor expressly agrees that Grantee shall have, is hereby granted, and shall be entitled to record a lien against the Property for any unpaid damages or costs of enforcement.

(f) Grantor expressly 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 acts of nature 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.

#### 24. Transfer of Easement.

(a) If either of 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 either of 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 Easement, or and the rights and obligations created hereunder, to one or more qualified organizations having similar purposes that agrees to assume the responsibility. Except as permitted under this Section 21, Grantee shall not otherwise transfer the Conservation Easement or the Greenways Easement, or the rights and obligations hereunder.

(b) Upon such transfer pursuant to this Section 21, all records, plans and documents with respect to the 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 Easement.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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

To Grantor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

To LTTN: The Land Trust for Tennessee, Inc.  
209 10<sup>th</sup> 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.

To Metro: Shain Dennison  
Greenways Director  
Department of Parks and Recreation  
2565 Park Plaza  
Nashville, Tennessee 37203

With a copy to: Department of Law  
Suite 108, Metropolitan Courthouse  
P.O. Box 196300  
Nashville, TN 37219-6300

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. Notice shall be deemed to be received upon delivery to recipient, as evidenced by return receipt, overnight courier confirmation, or signed hand delivery confirmation or refusal to accept a proper delivery attempt.

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

32. 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.

33. 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.

34. 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.

35. 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.

36. No Waiver. No representations, agreements or acknowledgements of Metro contained herein shall be construed to constitute a waiver of any requirements of federal, state or local laws or regulations applicable to Grantor or the Property or to convey any conclusion or acknowledgement on the part of Metro that the Grantor or the Property is in compliance with any such applicable laws or regulations. Grantor understands that all requirements of federal, state or

local laws or regulations applicable to Grantor or the Property must be independently met regardless of the provisions of this Agreement.

**[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:**

\_\_\_\_\_  
[NAME]

\_\_\_\_\_  
[NAME]

STATE OF TENNESSEE            )  
  )  
COUNTY OF \_\_\_\_\_)

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

Witness my hand and seal, at Office in \_\_\_\_\_, Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE            )  
  )  
COUNTY OF \_\_\_\_\_)

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

Witness my hand and seal, at Office in \_\_\_\_\_, Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**CONSERVATION EASEMENT**  
**COUNTERPART EXECUTION PAGE**

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

**METRO:**

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY, acting  
by and through its Board of Parks and Recreation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Director, Parks and Recreation

STATE OF TENNESSEE                    )

COUNTY OF \_\_\_\_\_)

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me personally appeared \_\_\_\_\_, who acknowledged himself to be the Director of the METROPOLITAN GOVERNMENT DEPARTMENT OF PARKS AND RECREATION, and that he, as such Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**CONSERVATION EASEMENT**  
**COUNTERPART EXECUTION PAGE**

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

**GRANTEE:**

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TENNESSEE )

COUNTY OF \_\_\_\_\_ )

Personally appeared before me, \_\_\_\_\_, a Notary Public in and for said State and County, \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that \_\_\_ executed the within instrument for the purposes therein contained, and who further acknowledged that \_\_\_ is the \_\_\_\_\_ 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 \_\_\_\_\_, Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

**PROPERTY DESCRIPTION**

**EXHIBIT B**

**GREENWAYS EASEMENT DESCRIPTION**

**EXHIBIT C**

**GREENWAYS EASEMENT**