

THIS INSTRUMENT WAS PREPARED BY:

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CONSERVATION EASEMENT

2ND **THIS CONSERVATION EASEMENT ("Easement")** is hereby quitclaimed on this day of October, 2008 subject to the provisions herein contained, by **THE CITY OF FAIRVIEW, TENNESSEE**, a Tennessee municipal corporation ("**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 is the owner in fee simple of certain real property located in Williamson County, Tennessee, consisting of approximately 721.92 acres and known as the Bowie Nature Park. Grantor intends to grant an easement over an area within the Bowie Nature Park consisting of approximately 680.708 acres and more particularly described in Exhibit A attached to and incorporated herein by this reference (the "**Property**").

The Property is primarily natural forest habitat consisting of pine forest, mixed deciduous upland forest and mixed deciduous riparian forests. 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. According to the U.S. Census Bureau, the population of the City of Fairview has grown by thirty percent in the last six years, which is more than three times the growth rate of Tennessee during that same period.

The Property has approximately seven-tenths of a mile of frontage on Crow Cut Road and seven-tenths of a mile of frontage on Dice Lampley Road, both public rights of way. The Property is also visible from Fairview Blvd/State Highway 100 with minimal road frontage.

The Property contains over three miles of streams, all of which are located within the Harpeth River watershed and the Little Turnbull Creek sub-watershed. Little Turnbull Creek bisects the park from southeast to northwest and enters Turnbull Creek northwest of the Property. Turnbull Creek flows into the South Harpeth River approximately eight miles north of the Property. In addition, within the Property, several significant streams drain into Little Turnbull Creek, including Walter Creek (also known as Hickman Branch), Hidden Hollow Creek and other unnamed tributaries.

The Tennessee Rivers Assessment Program (the "**Assessment**") is a coalition of federal, state and regional government agencies, nongovernmental organizations, conservation groups and citizens with the mission of assessing the biological, aesthetic, recreational and cultural resources of the rivers of Tennessee, educating Tennesseans about these resources, using this information to assist in river conservation efforts and encouraging the wisest uses of the waters of Tennessee. The Assessment is sometimes called the Tennessee Rivers Information System, or TNRIS, and is maintained by the Tennessee Department of Environment and Conservation ("**TDEC**"). According to the Assessment, the Harpeth River is rated as having statewide and

regional significance for natural scenic qualities, and as having statewide and regional significance for recreational boating. The South Harpeth is rated as having regional significance for natural and scenic qualities, and regional and local significance for recreational boating. Turnbull Creek is rated as having statewide and regional significance for natural and scenic qualities, and is locally significant for recreational boating.

According to an Ecological Report prepared in May 2008 by Civil and Environmental Consultants, Inc., the Property is home to a diverse community of birds, mammals, reptiles, amphibians and fish depending on both terrestrial and aquatic habitat types. Over forty species of amphibians and reptiles have been observed in the Property, with an additional seventeen species listed as "likely to occur but not yet observed." Over eighty species of birds have been identified in the Property by naturalist Melissa Bell. Two hundred individual fish species representing forty-five families were collected according to TDEC protocols. In May 2008, Dr. Dwayne Estes, a biologist from Austin Peay University, identified the occurrence of 272 plant species during the botanical survey and suggests that there are likely more than 600 species that occur within the Property.

According to the TDEC Division of Natural Heritage, four species of state-listed special concern were identified within a four-mile radius of the Property - the Beaked Trout Lily (*Erythronium rostratum*), Eggert's Sunflower (*Helianthus eggertii*), Small-headed rush (*Juncus brachycephalus*), and Large-leaved Grass of Parnassus (*Parnassia grandifolia*). In addition, the Ecological Report identified on the Property a Sharpscale Sedge (*Carex oxilepis* var. *pubescens*) which is a state-listed species of concern as well.

The Property is subject to certain restrictions set forth in that certain Warranty Deed from Evangeline Bowie to Grantor dated December 22, 1988 and recorded at Book 788, page 502, Register's Office for Williamson County, Tennessee (the "**Bowie Deed**"). Pursuant to the provisions of the Bowie Deed, the Property has been maintained by Grantor as a wildlife preserve and nature park facility for the enjoyment of the general public. As such, the open space character of the Property, its recreational and passive park attributes, and the view of the Property from public rights of way, provides a substantial benefit to the general public.

Portions of the Property are also now and may in the future be subject to certain restrictions arising under grant agreements between federal or state agencies and Grantor (collectively, "**Grants**"), including without limitation that certain Grant under Contract Number Z-1-55388-1-00 between TDEC and Grant executed by Grantor as of August 20, 1991, and that certain Grant under Contract Number Z-6-077830-6-00 between TDEC and Grantor executed by Grantor as of April 11, 1997. The existing Grants and the restrictions thereunder are consistent with the terms of this Easement, and no future Grant shall be entered into the provisions of which would require a violation of this Easement.

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

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

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

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

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 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 in perpetuity.

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 in its predominantly natural, scenic, 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 as are not inconsistent with the purpose and terms of this Easement.

2. Grantor's Representations. Grantor represents, warrants and covenants to and with Grantee as follows:

(a) Grantor is an incorporated municipal corporation, duly organized and validly existing under the laws of the State of Tennessee.

(b) The execution and delivery of this Easement, and the performance of Grantor's obligations under this Easement, have been duly authorized by all requisite municipal action, and are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Grantor is a party, any judicial order or judgment of any nature by which Grantor is bound, or the charter of Grantor.

3. 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.

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

5. 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.

6. Bowie Deed Restrictions. The Property and other property not subject to this Easement are subject to the provisions of the Bowie Deed, which limits the use of the Property and the other property and imposes restrictions and instructions designed to preserve the character of the Bowie Nature Park.

(a) Nature of Restrictions. The Bowie Deed has imposed the following restrictions and instructions relative to the Property (collectively, the "Bowie Restrictions"):

(i) The Property shall be utilized by the City of Fairview as a wildlife preserve and/or nature park facility to be enjoyed by the general public subject to the restrictions described in the Bowie Deed and those which may be imposed by governing authorities of the City of Fairview; and

(ii) The governing authorities of the City of Fairview in their decision-making process shall be guided by Dr. Bowie's preference that the ecology of the Property be preserved as much as is possible such that the various eco-systems can be enjoyed by the general public and such as will permit the general public to be able to study and appreciate the value of wildlife and its preservation; and

(iii) The governing authorities of the City of Fairview shall be permitted to make such improvements to said real estate as are reasonable and shall be permitted to liquidate any portion of the Property which would not diminish the utilization of the Property as a wildlife preserve and/or park, the funds derived therefrom to be reinvested into improvements made to the Property; and

(iv) The City of Fairview shall not permit, except upon specific approval, the sale, distribution, and/or utilization of alcoholic beverages and/or non-prescriptive drugs on the Property; and

(v) The City of Fairview shall not permit the use of firearms (except by law enforcement officials), fireworks, and/or any other utilization that would damage and/or present injury to the wildlife and/or persons utilizing the Property; and

(vi) The City of Fairview shall specifically prohibit hunting on the Property; and

(vii) The City of Fairview shall strictly govern the use of fire on the Property so as to diminish the possibility of damage to the Property; and

(viii) The City of Fairview shall be permitted to construct such improvements as are reasonable and necessary on the Property in pursuit of the purposes herein described, and additionally, the City of Fairview shall be permitted to construct in areas that would not detract from the purposes for which this conveyance is made municipal buildings and/or other improvements (i.e. fire station, city hall, etc.) necessary to the operation of said City of Fairview.

(b) Grantee does not by this Easement accept the obligation of enforcing the Bowie Deed Restrictions, except to the extent that the restrictions set forth in this Easement encompass the Bowie Deed Restrictions. Grantee recognizes that the Property is subject to the Bowie Deed Restrictions and their enforcement. Notwithstanding the foregoing, Grantee shall have the right but not the obligation to enforce the Bowie Deed Restrictions in Grantee's discretion. Further, Grantee may join with Grantor in any action to enforce the Bowie Deed Restrictions.

(c) No right or obligation of the City of Fairview under the Bowie Deed shall permit Grantor to undertake any action in violation of the terms of this Easement. To the extent required or permitted by the Bowie Deed Restrictions, Grantor has maintained, subdivided, conveyed, or improved other property granted by the Bowie Deed but not included in the Property.

(d) Pursuant to the provisions of the Bowie Deed, and any provisions of this instrument notwithstanding, in the event the Property is conveyed to the State of Tennessee, the Bowie Deed Restrictions shall be extinguished as to the Property and the restrictions imposed by this Easement shall be extinguished unless expressly accepted by the State of Tennessee.

7. Establishment of Activity Areas. There is hereby established on the Property for the purposes of this Easement two separate areas, each designated an "Activity Area" and subject to the restrictions hereinafter set forth.

(a) The Northern Activity Area consists of an approximately 28.488-acre tract shown on the plat labeled Exhibit B attached hereto and incorporated herein by this reference, and more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the **Northern Activity Area**). Within the Northern Activity Area are three subareas, as follows:

(i) The "**Future Municipal Building Area**," approximately 10.04 acres in size, shown on Exhibit B and labeled "Future Municipal Building Area," and more particularly described on Exhibit C.

(ii) The "**Future Park Improvement Area**," approximately 13.722 acres in size, shown on Exhibit B and labeled "Future Park Improvement Area," and more particularly described on Exhibit C.

(iii) The "**Buffer Area**," approximately 1.38 acres in size, shown on Exhibit B and labeled "Buffer," and more particularly described on Exhibit C.

The Northern Activity Area also contains a tract of approximately 5.912 acres in size, shown on Exhibit B and labeled "Southstar Purchase Tract," to be conveyed by Grantor to a third party and not subject to this Easement. The Northern Activity Area also contains an area of approximately 3.346 acres in size, shown on Exhibit B and labeled "Slope Easement," to be established as a permanent slope easement for the benefit of the Southstar Purchase Tract, but subject to the terms of this Easement.

(iv) The Recreational Activity Area consists of an approximately 55.329-acre tract shown on the plat labeled Exhibit D attached hereto and incorporated herein by this reference, and more particularly described on Exhibit E attached hereto and incorporated herein by this reference (the **Recreational Activity Area**). Within the Recreational Activity Area is one subarea, the "**Public Works Improvement Area**," approximately 4.829 acres in size, shown on Exhibit D and labeled "Public Works Improvement Area," and more particularly described on Exhibit E.

8. 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 8 or other provisions of this Easement, is prohibited.

(b) Northern Activity Area.

(i) Within the Future Park Improvement Area and the Slope Easement, but subject to any restrictions on the Buffer, improvements related to and in support of the Property's mission as a nature park may be constructed, demolished, maintained and expanded, including an entrance monument, roadways, parking areas, sidewalks, trails, a pavilion or event hall with indoor and outdoor components, public art collections and displays, gardens, water features, and restrooms. All improvements will be architecturally consistent with the natural setting of the Property. No improvements shall be constructed or established within the Future Park Improvement Area without the prior written consent of Grantee, in Grantee's sole discretion. Grantee acknowledges that the Slope Easement will be subject to a temporary construction easement, and that construction activities may take place within the Slope Easement until the term of the construction easement has terminated.

(ii) Within the Future Municipal Building Area, existing and future improvements and buildings in support of Grantor's municipal functions may be constructed, demolished, maintained and expanded.

(iii) The Buffer is designed to serve as a buffer area between the Future Park Improvement Area and the Future Municipal Building Area, and shall not include buildings or other improvements, but may include landscaping and other natural buffering techniques, as well as pedestrian paths, and other improvements generally permitted by this Easement within the Property pursuant to the provision of subsections (d) through (h) below.

(c) Recreational Activity Area.

(i) Within the Recreational Activity Area, improvements related to the existing nature center and recreational activities may be constructed, demolished, maintained and expanded, including roadways, parking areas, nature center buildings, picnic shelters and pavilions, horse riding areas, trails, fishing areas on Lake Van, and playgrounds. All improvements will be architecturally consistent with the natural setting of the Property. No new improvements shall be constructed or established within the Recreational Activity Area without the prior written consent of Grantee, in Grantee's sole discretion.

(ii) Without limiting the foregoing, Grantee acknowledges that Grantor may permit or host events of short duration within the Recreational Activity Area, including without limitation outdoor festivals (collectively, "Special Events"), and that such events may include temporary stages, awnings, parking areas, toilet areas and related temporary improvements, and food, drink, and merchandise sales incidental to these permitted uses. Such activities shall be permitted so long as they are not irretrievably destructive of the Conservation Values in the Recreational Activity Area.

(iii) Notwithstanding the foregoing, within the Public Works Improvements Area, existing and future improvements and buildings in support of

Grantor's municipal functions may be constructed, demolished, maintained and expanded.

(d) Property Outside Activity Areas. Except within an Activity Area, the Property is to be maintained in its natural state as a nature area and natural habitat. No new structures or improvements may be constructed, reconstructed or established except as otherwise set forth in this Easement.

(e) Special Events. In conjunction with Special Events, trails for hayrides, temporary roadways, temporary toilet areas, and exhibit areas related to the Special Event may be established.

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

(g) Recreational Structures. Golf courses, athletic fields and paved airstrips are strictly prohibited. This restriction shall not be construed to prevent playgrounds, bridges, trails, picnic shelters, paths, benches, informational kiosks, fitness trails, or other low impact recreational improvements.

(h) Clearing of Trees. Notwithstanding the other provisions of this Easement, neither the replacement nor the construction of any structure shall require the clearing of any more trees than necessary for the reasonable construction of such structure, and areas of mature hardwood trees shall be protected.

(i) Energy Producing Structures. Nothing in the Easement shall be deemed to prohibit the establishment 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 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 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 Activity 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.

(j) Family Cemeteries. Grantor and Grantee acknowledge the presence within the Property of the Hall and Mangrum family cemeteries. To the extent required under applicable Tennessee law, descendants of the parties who devoted the property to burial purposes shall be granted access from the nearest public road to such family cemeteries for the purpose of repairing, beautifying and protecting the graves located therein and the cemetery grounds, and may exercise the right of future interments within the family cemeteries. Such rights shall not extend to any party not provided such right under applicable Tennessee law.

(k) 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 in accordance with the provisions of Section 27 of this Easement 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 in writing after it receives all required documentation for the proposed construction or activity. 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.

9. Master Plan. Grantor, in conjunction with Grantee and such public participation as may be appropriate, may establish a Master Plan for the Property. The Master Plan may identify specific activities and improvements appropriate within the Property, may adopt specific architectural requirements, including height, color and material requirements, and may be revised from time to time, but shall not in any event diminish any restriction set forth in this Easement nor be inconsistent with the terms of this Easement. Grantee shall not in any event be required to enforce the terms of such Master Plan.

10. 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 within an Activity 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.

11. Forestry Activities.

(a) All future forestry activities, if any, on the Property shall be conducted in accordance with a forestry plan that addresses forest and habitat protection and watershed conservation, including without limitation preservation of the Buffer Zone established under Section 14 of this Easement. Such forestry plan shall be developed and prepared by Grantor in conjunction with the County or State forester or forestry professional reasonably approved by Grantee and which must be reasonably satisfactory to Grantee. Grantor shall ensure the preparation and periodic updating of the forestry plan provided for in this Section 11; 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. Special protection of stands of mature hardwood trees shall be established as part of such forestry plan. 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, and (c) cut trees to create firebreaks.

(b) The cutting, removal or harvesting of trees, 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.

(c) The removal of timber shall in any event comply with the provisions of Section 14 of this Easement regarding the Buffer Zone, as hereinafter defined.

12. Mining. The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substance, using any method whatsoever, is prohibited. The mineral rights to the Property or any portion thereof shall not be separated or conveyed separate from the surface rights.

13. Road Construction. Maintenance and access roads may hereafter be constructed on the Property where needed to conduct maintenance operations on the Property or to provide access to maintenance officials. Such roads on the Property shall not be paved or concreted or consist of other nonpermeable surfaces, except in the Activity Areas, but may be graveled. Road development on the Property shall be limited to the minimum necessary to provide access for the maintenance and other permitted uses of the Property. Roads shall be designed with extreme care and located with a concern for the environment, including forestry resources and stands of mature hardwood trees. Roads shall follow the general contour of the natural terrain and 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 road, Grantor shall notify Grantee of Grantor's intended construction of the road, but the failure to so notify Grantee shall not impair the rights retained by Grantor hereunder.

14. Buffer Zone. There is hereby established on the Property a riparian buffer zone (the "**Buffer Zone**") consisting of an area fifty feet (50') from the top of bank of Little Turnbull Creek and its tributaries, as such banks may be altered from time to time. In order to preserve

water quality and wildlife habitat, Grantor shall allow the Buffer Zone to remain in or return to its natural and undisturbed state, but may make such improvements as will improve the banks, watercourses or water quality within the Buffer Zone. Trees within the Buffer Zone may be cut but only if done in accordance with Best Management Practices and the forestry plan. 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 8(k) of this Easement. No structure may be built within the Buffer Zone. Nothing in this Section shall be deemed to prevent water crossings as necessary for permitted roads and trails. Subject to the provisions of this Section 14, 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, including without limitation the man-made lakes and dams associated with such water bodies, subject in each case to applicable water and other governmental authorities. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

15. 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, camping, fishing, boating, hiking, horseback riding, picnics, social events, tours, nature interpretation and other educational programs (including the creation of limited, unpaved hiking and horseback trails).

16. 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.

17. 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.

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

19. 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 and the Bowie Deed Restrictions, as applicable.

20. 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 any and all taxes and assessments levied against the Property.

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

21. Enforcement.

(a) Entry and Filing of Legal Action. Grantee shall have the right to prevent and correct violations of the terms of this Easement pursuant to the terms of this Section 21. 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 27 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) Immediate Action. 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 21 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) No Waiver. 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.

22. 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 as a holder of conservation easements under Tennessee law, 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 qualified to hold conservation easements under Tennessee, 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 to hold conservation easements and a transfer has not been made pursuant to the foregoing sentence, a court with jurisdiction shall transfer this 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 22, Grantee shall not otherwise transfer the Easement or the rights and obligations hereunder.

(b) Upon such transfer pursuant to this Section 22, 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 conservation easement.

(c) Notwithstanding the foregoing, Grantor and Grantee may designate a party, including a governmental entity, as the holder of a third-party right of enforcement, and such designation shall not be deemed a transfer of this Easement by Grantee.

23. 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.

24. 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. 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.

25. 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.

26. 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.

27. 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: City of Fairview, Tennessee
Attention: Mayor
Fairview City Hall
7100 City Center Circle
P.O. Box 69
Fairview, Tennessee 37062

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.

28. Environmental Matters. Grantor has no actual knowledge of a material release or threatened release of hazardous substances or wastes on the Property during Grantor's ownership of the Property, 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.

29. 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, except any encumbrances and liens related to any grant by a governmental entity or otherwise disclosed to Grantee.

30. 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.

31. 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.

32. 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.

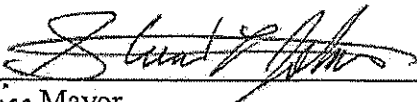
[COUNTERPART EXECUTION PAGES FOLLOW]

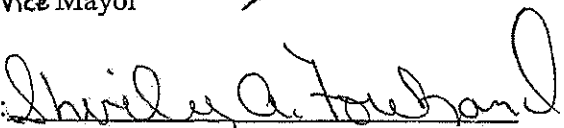
CONSERVATION EASEMENT
COUNTERPART EXECUTION PAGE

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

GRANTOR:

CITY OF FAIRVIEW, TENNESSEE

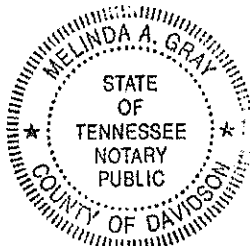
BY: 
Vice Mayor

By: 
City Manager

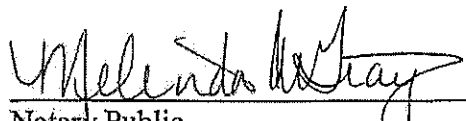
STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, MELINDA A. GRAY, a Notary Public of said County and State, personally appeared STUART L. JOHNSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be ^{Vice} Mayor of City of Fairview, Tennessee, the within named bargainor, a municipal corporation, and that he as such ^{Vice} Mayor executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Fairview by himself as ^{Vice} Mayor.

Witness my hand and seal, at Office in FAIRVIEW, Tennessee, this 2nd day of October, 2008.



MY COMMISSION EXPIRE
MAY 8, 2012

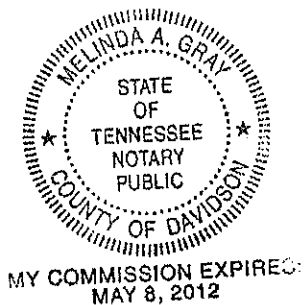

Notary Public
My Commission Expires: 05-08-12

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

Before me, MELINDA A. GRAY, a Notary Public of said County and State, personally appeared SHIRLEY A. FOREHAND, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged her self to be City Manager of the City of Fairview, Tennessee, the within named bargainor, a municipal corporation, and that she as such City Manager executed the foregoing instrument for the purposes therein contained, by signing the name of the City by her self as City Manager.

Witness my hand and seal, at Office in FAIRVIEW, Tennessee, this 2nd day of October, 2008.



Melinda A. Gray
Notary Public
My Commission Expires: 05-08-12

CONSERVATION EASEMENT
COUNTERPART EXECUTION PAGE

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

GRANTEE:

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

By: Jean C. Nelson
JEAN C. NELSON
President & Executive Director

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

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

Witness my hand and seal, at Office in FAIRVIEW, Tennessee, this 2nd
day of October, 2008.



Melinda A. Gray
Notary Public
My Commission Expires: 05-08-12

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON }

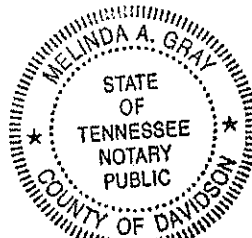
The actual consideration for this transfer is NONE.

[Signature]
Affiant

Subscribed and sworn to before me on this
2nd day of October, 2008.

[Signature]
NOTARY PUBLIC

My Commission Expires: 05-08-12



MY COMMISSION EXPIRES:
MAY 8, 2012

EXHIBIT A

PROPERTY DESCRIPTION

Being a parcel of land in the First Civil District of Williamson County, Tennessee, in the City of Fairview, being more particularly described as follows

Beginning at a concrete monument on the westerly right of way of State Highway 100 at the northeast corner of the France - Scott Fetzer Company 25.00 acre tract as recorded in deed book 644 page 950; thence,

Leaving the highway along the northerly lines of France - Scott Fetzer

N79 deg 12'W 450.00 feet to a concrete monument; N60 deg 00'W 1000.00 feet to a concrete monument; S13 deg 30'W 1096.25 feet to a concrete monument on the north side of Bowie Lake Road; continuing with France - Scott Fetzer along the northerly margin of Bowie Lake Road S84 deg 27'E passing the southwest corner of the water tower lot at about 270 feet, in all 856.37 feet to a point; thence,

Crossing Bowie Lake Road S09 deg 00'W 50.07 feet to the northwest corner of the Fairview Masonic Lodge lot as recorded in deed book 805 page 1; with same along the westerly line of the Melvin Cunningham Subdivision as recorded in Plat Book 13 page 6 S08 deg 53'W passing through an iron pipe at 147.04 feet, continuing with Azhdari as recorded in deed book 1576 page 819 and the Paquin and Fuqua lot as recorded in deed book 1754 page 683, passing through a second iron pipe at 353.34 feet, and continuing with Lot Two of the Marvin Bateman et ux. Subdivision as recorded in Plat Book 27 page 152, in all 450.80 feet to an iron pipe; thence,

Along the northerly line of Lot Two of the Tractor Supply Company subdivision as recorded in Plat Book 47 page 40 N83 deg 42'W passing through the corner with Lot One at 369.28 feet, in all 470.25 feet to an iron rod; continuing with Lot One and Colt TS Fairview Tn., LLC as recorded in deed book 4305 page 626 S08 deg 38'W passing a planted stone at 244.75 feet and the southwest corner of Lot One at 451.61 feet, and continuing with Johnson, Mangrum, and Camperlengo, in all 1050.75 feet to an iron rod; thence,

Along the northerly line of Frank Mangrum as recorded in deed book 407 page 709 N83 deg 13'W passing through an iron rod at 23.4 feet and continuing with the Lampley and Johnson 14.37 acre tract as recorded in deed book 4263 page 511, in all 967.40 feet to an iron rod; with same S08 deg 56'W 739.10 feet to an iron rod at a fencepost corner; thence,

Along the northerly fence line of Earl D. Lampley and Betty D. Lampley as recorded in deed book 3797 page 460 N81 deg 35'W 466.50 feet to an iron rod at a fencepost corner; N08 deg 36'E 319.20 feet to an iron rod at a fencepost corner; N83 deg 27'W passing through an iron rod at 614 feet, and continuing with Anthony Lampley's 0.66 acre tract as recorded in deed book 2391 page 983, in all 780.35 feet to an iron rod at the northeast corner of Lot One of the Earl D. Lampley subdivision as recorded in Plat Book 20 page 4; with same N83 deg 22'W 313.32 feet to an iron rod in the branch; continuing with Lot One S39 deg 46'W passing through an iron rod at 52.7 feet, crossing Bowie Hollow Road, in all 399.30 feet to an iron spike at the westerly edge of pavement; thence,

Leaving the road along the northerly line of Catherine Sullivan's 0.66 acre tract as recorded in deed book 2364 page 687 S85 deg 57'W passing through an iron rod at 25.0 feet, in all 396.60 feet to an iron rod at Sullivan's northwest corner; thence,

Along the northerly line of Dutile as recorded in deed book 1766 page 409 N81 deg 13'W 205.72 feet to an iron rod; with same

S10 deg 03'W passing through an iron rod at 831.50 feet, in all 855.50 feet to the center of Crow Cut Road thence,

Along the center of Crow Cut Road the following calls:

with a curve to the left having a radius of 2860.93 feet, length of 158.12 feet, and chord of N79 deg 37'30"W 158.10 feet ;

N81 deg 12'W 300.00 feet ;

N80 deg 34'W 242.60 feet;

N81 deg 21'W 520.00 feet;

with a curve to the left having a radius of 6437.60 feet, length of 91.76 feet, and chord of N81 deg 45'30"W 91.76 feet;

N82 deg 10'W 190.00 feet ;

with curve to the right having radius of 122.25 feet, length of 193.27 feet, and chord of N36 deg 52'30"W 173.76 feet;

N08 deg 25'E 693.15 feet;

with a curve to the right having a radius of 6231.25 feet, length of 280.95 feet, and chord of N09 deg 42'30"E 280.95 feet;

N11 deg 00'E 230.00 feet;

with a curve to the left having a radius of 648.82 feet , length of 283.10 feet, and chord of N01 deg 30'00"W 280.86 feet;

N14 deg 00'W 150.00 feet;

with a curve to the left having a radius of 388.90 feet, length of 101.81 feet, and chord of N21 deg 30'00"W 101.52 feet;

With a curve to the left having a radius of 244.00 feet, length of 127.76 feet, and chord of N44 deg 00'00"W 126.30 feet ;

N59 deg 00'W 20.00 feet to the intersection with Dice Lampley Road; N42 deg 55'W 135.40 feet to a point in the center of Dice Lampley Road; thence,

Along the center of Dice Lampley Road the following calls ;

N21 deg 10'W 399.16 feet;

With a curve to the left having a radius of 1014.20 feet, length of 141.60 feet, and chord of N25 deg 10'00"W 141.50 feet;

N29 deg 10'W 160.00 feet;

With a curve to the left having a radius of 671.71 feet, length of 224.70 feet, and chord of N38 deg 45'00"W 223.66 feet;

N48 deg 20'W 90.00 feet;

with a curve to the right having a radius of 1017.68 feet, length of 266.43 feet, and chord of N40 deg 50'00"W 265.67 feet;

N33 deg 20'W 155.00 feet;

With a curve to the right having a radius of 948.20 feet, length of 253.76 feet , and chord of N25 deg 40'00"W 253.00 feet ;

N18 deg 00'W 159.00 feet;

Continuing along the center of Dice Lampley Road

With a curve to the left having a radius of 653.22 feet, length of 165.31 feet, and chord of N25 deg 15'00"W 164.87 feet;

N32 deg 30'W 220.00 feet;

with a curve to the left having a radius of 629.14 feet, length of 60.39 feet, and chord of N35 deg 15'00"W 60.37 feet;

N38 deg 00'W 85.00 feet;

With a curve to the left having a radius of 589.46 feet, length of 61.73 feet, and chord of N41 deg 00'00"W 61.70 feet;

With a curve to the right having a radius of 283.25 feet, length of 160.67 feet, and chord of N27 deg 45'00"W 158.52 feet;

N11 deg 30'W 132.60 feet;

With a curve to the right having a radius of 347.80 feet, length of 215.49 feet, and chord of N06 deg 15'00"E 212.06 feet;

N24 deg 00'E 100.00 feet;

with a curve to the left having a radius of 717.59 feet, length of 250.49 feet, and chord of N14 deg 00'00"E 249.21 feet;

With a curve to the left having a radius of 336.82 feet, length of 282.17 feet, and chord of N20 deg 00'00"W 273.99 feet;

N44 deg 00'W 166.10 feet ; thence,

Leaving Dice Lampley Road N29 deg 10'E 78.70 feet to a point in the center of Little Turnbull Creek; thence,

along the easterly line of Marty Mangrum as recorded in deed book 863 page 189 N16 deg 24'E passing through an iron rod at 39.74 feet, in all 270.09 feet to an iron rod at an 18" white oak; with same

S85 deg 12'E 677.64 feet to an iron rod at the southeast corner of Mangrum as recorded in deed book 1398 page 762; thence,

Along the southerly line of Brown as recorded in deed book 2000 page 483 S84 deg 29'E 183.30 feet to an iron rod; thence,

Along the southerly line of Lee as recorded in deed book 3647 page 397 S82 deg 49'E 225.23 feet to an iron rod; thence,

Along the southerly line of Gregory as recorded in deed book 1406 page 163 S82 deg 03'E 189.77 feet to an iron rod; thence,

Along the southerly line of Yarbrough as recorded in deed book 1864 page 992 S82 deg 54'E 1709.65 feet to an iron rod at a 14" red oak; with same N06 deg 04'E 192.00 feet to an iron post; thence,

Along the southerly line of the Groves Family Limited Partnership as recorded in deed book 4217 page 87 S82 deg 21' E 2820.00 feet to an iron rod at a fence corner; thence,

Along the southerly line of Abernathy as recorded in deed book 173 page 395 S80 deg 00'E 789.00 feet to a 16" red oak ; S79 deg 36'E with the fence passing a 28" red oak at 356 feet, in all 1344.30 feet to an iron rod ; with same N05 deg 10'E 63.15 feet to an iron rod;

S81 deg 26'E 506.20 feet to an iron rod at a northwest corner of the Roger Wyburn - Mason and Jack M. Blount Foundation property as recorded in deed book 4301 page 251 ; thence,

Along the lines of Tract One of Town Center Property as recorded in Plat Book 41 Page 48 S31 deg 16'45"W 249.06 feet ; with a curve to the left having a radius of 25.00 feet, length of 39.27 feet, and chord of S13 deg 43'15"E 35.36 feet; S58 deg 43'15"E 415.40 feet; with a curve to the left having a radius of 20.01 feet, length of 16.51 feet, and chord of S84 deg 10'11"E 16.04 feet to a point on the westerly margin of State Highway 100; thence,

Along the right of way of Highway 100 S29 deg 21'W 88.60 feet to the northeast corner of the First Bank lot as recorded in deed book 3412 page 518; thence,

Leaving the highway along the northerly line of First Bank

N58 deg 51'W passing their corner at 226.67 feet and continuing with Harrison as recorded in deed book 1837 page 656, in all 269.67 feet to an iron rod; with Harrison N61 deg 19'W 97.95 feet to an iron rod;

S28 deg 24'W 102.36 feet to a concrete monument; thence,

Along the northerly line of Lassen as recorded in deed book 2870 page 100 N63 deg 43'W 415.35 feet to an iron rod; with same

S11 deg 09'W 113.22 feet to a concrete monument ; thence,

Along the westerly line of Hughes and Lampley as recorded in deed book 4021 page 570 S05 deg 16'30"W 236.95 feet to a concrete monument; thence,

Along the westerly line of Brison as recorded in deed book 2975 page 277 S05 deg 29'W 432.86 feet to a concrete monument ; with same S75 deg 20'E 288.94 feet to an iron rod at the northwest corner of the City of Fairview fire station lot as recorded in deed book 2240 page 629; thence,

Along the westerly line of the fire department lot S29 deg 12'W 151.10 feet to an iron rod; thence,

Along the northerly line of the Williamson County, Tennessee library lot as recorded in deed book 1423 page 195 N75 deg 12'W 65.51 feet to a concrete monument; with same as recorded in deed book 2734 page 430 S29 deg 20'43"W 227.01 feet to a concrete monument ;

S70 deg 18'37"E passing through an iron rod at 129.91 feet, in all 260.69 feet to a concrete monument on the westerly right of way of State Highway 100; thence,

Along the right of way of Highway 100 S29 deg 21'W 173.38 feet to the beginning, containing 694.8 acres , more or less, including but excluding 6.98 acres on Bowie Hollow Road not included in this total. Said 6.98 acre exclusion contained within these bounds being the properties of Ivey, Goodgine, and Tidwell, more particularly described as follows:

Beginning at an iron rod at a wire fence corner at the southeast corner of Tidwell as recorded in deed book 1284 page 944, said iron rod lying N21 deg 09'E 341.80 feet from an iron rod on the southerly boundary of the Bowie Nature Park at the northeast corner of Anthony Lampley's Lot One of Earl D. Lampley subdivision as recorded in Plat Book 20 page 4 ; thence,

Along the southerly line of Tidwell N83 deg 00'W passing through an iron rod at 420.00 feet, in all 445.00 feet to a point in the center of Bowie Hollow Road; thence.

Along the center of Bowie Hollow Road N02 deg 00'E 110.00 feet;

N08 deg 17'W 153.70 feet ; N00 deg 10'W 150.00 feet; N04 deg 30'W 100.00 feet ; thence,

Leaving the road along the northerly line of Marvin Ivey as recorded in deed book 878 page 22 N83 deg 40'E passing through an iron rod between the road and branch, in all 247.00

feet to a point in the branch; continuing with Ivey up the center of the branch with its meanders S74 deg 00'E 125.00 feet; N83 deg 00'E 180.00 feet;

S66 deg 00'E 100.00 feet; S44 deg 00'E 110.00 feet; leaving the branch S38 deg 20'W 442.60 feet to an iron pipe at a fence corner at Ivey's southeast corner; thence,

Along the easterly line of Tidwell S15 deg 10'E 118.30 feet to the beginning, containing 6.98 acres, more or less.

The above description is referenced to original complete field survey and plat prepared by Boyd B. Gibbs, RLS #1598, 104 South Public Square, Centerville, Tennessee, 37033 originally dated June 19, 2001 and last revised June 26, 2002. This description contains revisions to original survey made by same based on partial field survey and items found in the public record as of revision date of August July 28, 2008.

Being part of the property conveyed to Grantor by Evangeline Bowie by deed of record at Book 768, page 502, Register's Office for Williamson County, Tennessee.

Included in the above description but excluded from the Property encumbered by this Easement is that portion thereof described in that certain Warranty Deed executed by Evangeline Bowie of record at Book 769, page 772, said Register's Office:

Included in the above description but excluded from the Property encumbered by this Easement is that portion thereof described in that certain Warranty Deed executed by Grantor of record in Book 2597, page 74, said Register's Office.

EXHIBIT B

NORTH ACTIVITY AREA PLAT

(TO BE INSERTED)

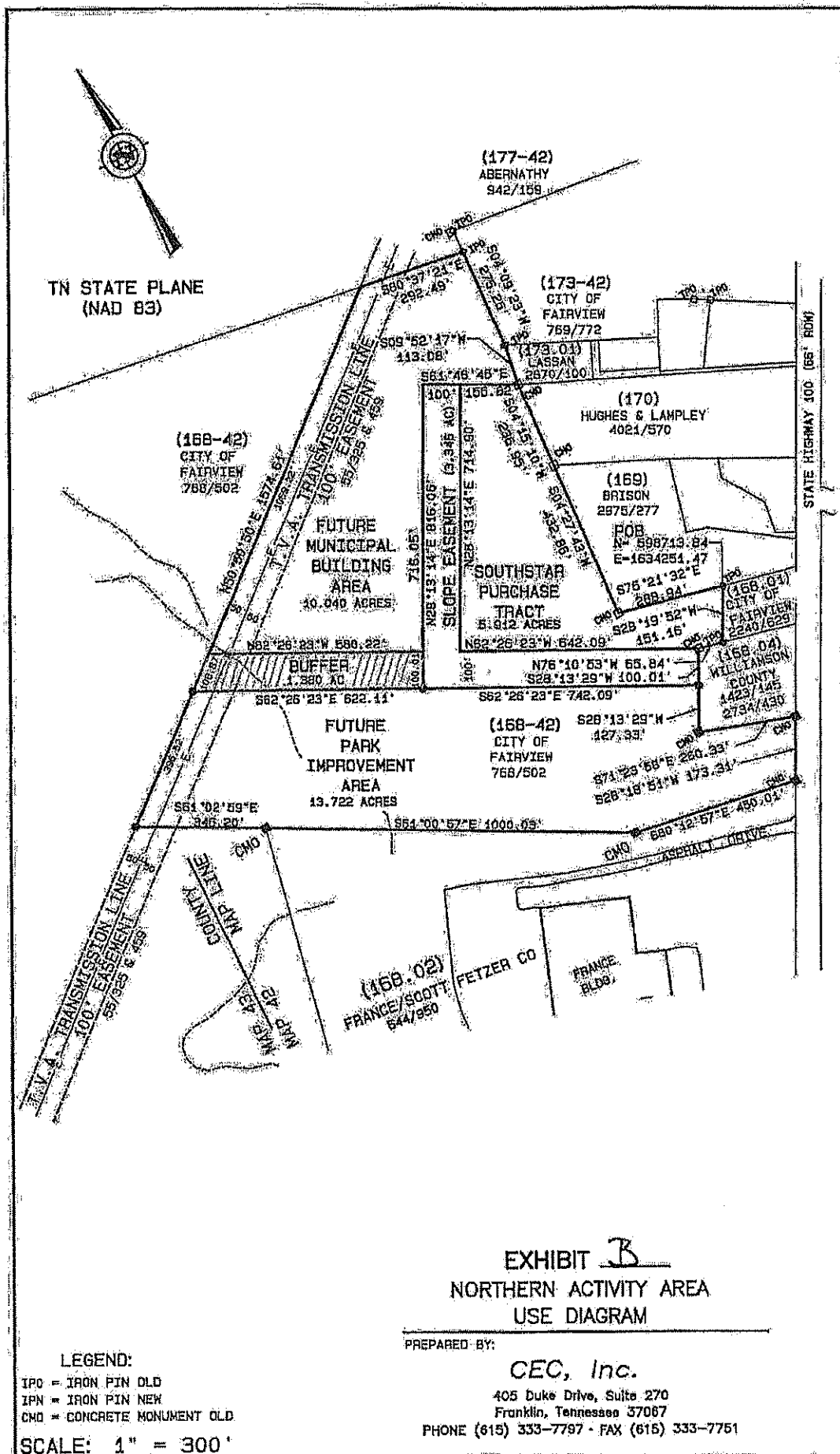


EXHIBIT C

RECREATIONAL ACTIVITY AREA PROPERTY DESCRIPTION

Being a tract of land lying in the First Civil District of the City of Fairview, Williamson County, Tennessee, and being more particularly described as follows:

Beginning on an iron pin at the northwest corner of parcel 168.01 on Tax Map 42 and being property of the City of Fairview as of record in Deed Book 2870, Page 100, Register's Office for Williamson County, Tennessee (hereinafter: ROWCT) and being in the south boundary line of Brison as of record in Deed Book 2975, Page 277, ROWCT, said point have Tennessee State Plane Grid Coordinates of North = 598,713.84 feet and East = 1,634,251.47 feet (NAD 83), thence with bearings referenced to the Tennessee State Plane Coordinate System, South 28°19'52" West, a distance of 151.16 feet to an iron pin, said point being in the northerly property line of Williamson County, as of record in Deed Book 2734, Page 430, ROWCT; thence with the northerly property line of said Williamson County, North 76°10'53" West, a distance of 65.84 feet to a concrete monument at the northwest corner of said Williamson County; thence with the westerly boundary of said Williamson County, South 28°13'29" West, a distance of 227.34 feet to a concrete monument at the southwest corner of said Williamson County; thence South 71°23'58" East, a distance of 260.33 feet to a concrete monument, said point being in the westerly right-of-way line of State Highway 100; thence with the westerly right-of-way of said highway, South 28°18'51" West, a distance of 173.31 feet to a concrete monument, said point being at the northeast corner of France/Scott Fetzer Company as of record in Deed Book 644, page 950, ROWCT; thence with the northerly boundary of said France/Scott Fetzer Company, North 80°12'57" West, a distance of 450.01 feet to a concrete monument; thence North 61°00'57" West, a distance of 1000.03 feet to a concrete monument at the northwest corner of said France/Scott Fetzer Company; thence with a severance line through the property of the City of Fairview, as of record in Deed Book 768, Page 502, ROWCT, North 61°02'59" West, a distance of 346.20 feet to a point, said point being in the westerly right-of-way line of a 100 foot wide TVA transmission line easement; thence with the westerly right-of-way line of said easement, North 50°50'50" East, a distance of 1574.61 feet to a point, said point being in the southerly boundary line of Abernathy as of record in Deed Book 942, page 159, ROWCT; thence with the southerly line of said Abernathy, South 80°37'21" East, a distance of 292.49 feet to an iron pin, said point also being in the westerly boundary line of the City of Fairview property as of record in Deed Book 769, page 772 and at the northeasterly corner of the City of Fairview property as of record in Deed Book 768, page 502, ROWCT; thence with the common boundary line between the City of Fairview properties, South 04°09'23" West, a distance of 275.25 feet to an iron pin, said point being at the northwest corner of Lassan as of record in Deed Book 2870, page 100, ROWCT; thence South 09°52'17" West, a distance of 113.08 feet to a concrete monument at the northwest corner of Hughes as of record in Deed Book 4021, page 570, ROWCT; thence South 04°15'10" West, a distance of 236.95 feet to a concrete monument at the northwest corner of Brison as of record in Deed Book 2975, page 277, ROWCT; thence South 04°27'43" West, a distance of 432.86 feet to a concrete monument at the southwest corner of said Brison; thence South 76°21'32" East, a distance of 288.94 feet to the Point of Beginning and containing 34.400 Acres, more or less, and being more fully shown and described on the Exhibit B of this Easement.

Included with the above property description are the following tracts:

Future Park Improvement Area:

Being a tract of land lying in the First Civil District of the City of Fairview, Williamson County, Tennessee, and being more particularly described as follows:

Beginning on an iron pin at the northwest corner of parcel 168.01 on Tax Map 42 and being property of the City of Fairview as of record in Deed Book 2870, Page 100, Register's Office for Williamson County, Tennessee (hereinafter: ROWCT) and being in the south boundary line of Brison as of record in Deed Book 2975, Page 277, ROWCT, said point have Tennessee State Plane Grid Coordinates of North = 598,713.84 feet and East = 1,634,251.47 feet (NAD 83), thence with bearings referenced to the Tennessee State Plane Coordinate System, South 28°19'52" West, a distance of 151.16 feet to an iron pin, said point being in the northerly property line of Williamson County, as of record Deed Book 2734, Page 430, ROWCT; thence with the northerly property line of said Williamson County, North 76°10'53" West, a distance of 65.84 feet to a concrete monument at the northwest corner of said Williamson County; thence with the westerly boundary of said Williamson County, South 28°13'29" West, a distance of 100.01 feet to a point, said point being at the northeast corner and at the TRUE POINT OF BEGINNING of this described tract;

Thence continuing with the westerly boundary of said Williamson County, South 28°13'29" West, a distance of 127.33 feet to a concrete monument at the southwest corner of said Williamson County; thence South 71°23'58" East, a distance of 260.33 feet to a concrete monument in the westerly right-of-way line of State Highway 100; thence with the westerly right-of-way line of said Highway 100, South 28°18'51" West, a distance of 173.31 feet to a concrete monument; said point being at the northeast corner of France/Scott Fetzer Company as of record in Deed Book 644, page 950, ROWCT; thence with the northerly boundary of said France/Scott Fetzer Company, North 80°12'57" West, a distance of 450.01 feet to a concrete monument; thence North 61°00'57" West, a distance of 1000.03 feet to a concrete monument at the northwest corner of said France/Scott Fetzer Company; thence with a new line through the property the City of Fairview, as of record in Deed Book 768, page 502, ROWCT, North 61°02'59" West, a distance of 346.20 feet to an point; thence North 50°50'50" East, a distance of 396.52 feet to an point; thence South 62°26'23" East, a distance of 622.11 feet to a point; thence South 62°26'23" East, a distance of 742.09 feet to the Point of Beginning and containing 13.722 Acres, more or less and being more fully shown and described on the Exhibit B of this Easement.

Future Municipal Building Area:

Being a tract of land lying in the First Civil District of the City of Fairview, Williamson County, Tennessee, and being more particularly described as follows:

Beginning on an iron pin at the northwest corner of parcel 168.01 on Tax Map 42 and being property of the City of Fairview as of record in Deed Book 2870, Page 100, Register's Office for Williamson County, Tennessee (hereinafter: ROWCT) and being in the South boundary line of Brison as of record in Deed Book 2975, Page 277, ROWCT, said point have Tennessee State Plane Grid Coordinates of North = 598,713.84 feet and East = 1,634,251.47 feet (NAD 83), thence with bearings referenced to the Tennessee State Plane Coordinate System and with the boundary of said Brison, North 76°21'32" West, a distance of 288.94 feet to a concrete monument; thence North 04°27'43" East, a distance of 432.86 feet to a concrete monument, said point being at the northwest corner of Brison and at the southwest corner of Hughes & Lampley,

as of record in Deed Book 4021, page 540, ROWCT; thence North 04°15'10" East, a distance of 236.95 feet to a concrete monument, said point being at the northwest corner of said Hughes & Lampley and being the TRUE POINT OF BEGINNING of this described tract;

Thence with a new line through the City of Fairview property, as of record in Deed Book 768, page 502, ROWCT, North 61°46'46" West, a distance of 255.82 feet to a point; thence South 28°13'14" West, a distance of 716.06 feet to a point; thence North 62°26'23" West, a distance of 580.22 feet to a point; thence North 50°50'50" East, a distance of 1069.22 feet to an point, said point being in the southerly boundary of Abernathy, as of record in Deed Book 942, page 159, ROWCT; thence with the southerly boundary of said Abernathy, South 80°37'21" East, a distance of 292.49 feet to and iron pin, said point being at a westerly corner of the City of Fairview, as of record in Deed Book 769, page 772, ROWCT; thence with the westerly boundary of said City of Fairview, South 04°09'23" West, a distance of 275.25 feet to an iron pin at the northwest corner of Lassan, as of record in Deed Book 2870, page 100, ROWCT; thence South 09°52'17" West, a distance of 113.08 feet the TRUE POINT OF BEGINNING containing 10.040 Ares, more or less and being more fully shown and described on Exhibit B of this Easement.

Buffer:

Being a tract of land lying in the First Civil District of the City of Fairview, Williamson County, Tennessee, and being more particularly described as follows:

Beginning on an iron pin at the northwest corner of parcel 168.01 on Tax Map 42 and being property of the City of Fairview as of record in Deed Book 2870, Page 100, Register's Office for Williamson County, Tennessee (hereinafter: ROWCT) and being in the south boundary line of Brison as of record in Deed Book 2975, Page 277, ROWCT, said point have Tennessee State Plane Grid Coordinates of North = 598,713.84 feet and East = 1,634,251.47 feet (NAD 83), thence with bearings referenced to the Tennessee State Plane Coordinate System , South 28°19'52" West, a distance of 151.16 feet to an iron pin, said point being in the northerly property line of Williamson County, as of record Deed Book 2734, Page 430, ROWCT; thence with the northerly property line of said Williamson County, North 76°10'53" West, a distance of 65.84 feet to a concrete monument at the northwest corner of said Williamson County; thence with the westerly boundary of said Williamson County, South 28°13'29" West, a distance of 100.01 feet to a point; thence with a new line through the City of Fairview property, as of record in Deed Book 768, page 502, ROWCT, North 62°26'23" West, a distance of 742.09 feet to a point, said point being at the southeast corner and at the TRUE POINT OF BEGINNING of this described tract;

Thence North 62°26'23" West, a distance of 622.11 feet to a point; thence North 50°50'50" East, a distance of 108.87 feet to a point; thence South 62°26'23" East, a distance of 580.22 feet to a point; thence South 28°13'14" West, a distance of 100.01 feet the Point of Beginning and containing 1.380 Ares, more or less and being more fully shown and described on Exhibit B of this Easement.

Slope Easement:

Being a slope easement, 100 feet in width, lying in the First Civil District of the City of Fairview, Williamson County, Tennessee, and being more particularly described as follows:

Commencing at an iron pin at the northwest corner of parcel 168.01 on Tax Map 42 and being property of the City of Fairview as of record in Deed Book 2870, Page 100, Register's Office for Williamson County, Tennessee (hereinafter: ROWCT) and being in the south boundary line of Brison as of record in Deed Book 2975, Page 277, ROWCT, said point have Tennessee State Plane Grid Coordinates of North = 598,713.84 feet and East = 1,634,251.47 feet (NAD 83), thence with bearings referenced to the Tennessee State Plane Coordinate System, South 28°19'52" West, a distance of 151.16 feet to an iron pin, said point being in the northerly property line of Williamson County, as of record Deed Book 2734, Page 430, ROWCT; thence with the northerly property line of said Williamson County, North 76°10'53" West, a distance of 65.84 feet to a concrete monument at the northwest corner of said Williamson County, said point being the TRUE POINT OF BEGINNING of this described slope easement;

Thence with said easement line, along the westerly boundary of said Williamson County, South 28°13'29" West, a distance of 100.01 feet to a point; thence with a new line through the property of the City of Fairview, as of record in Deed Book 768, page 502, ROWCT, North 62°26'23" West, a distance of 742.09 feet to a point; thence North 28°13'14" East, a distance of 804.75 feet to a point; thence South 61°46'46" East, a distance of 100.00 feet to a point, thence South 28°13'14" West, a distance of 714.90 feet to a point, thence South 62°26'23" East, a distance of 642.09 feet to the TRUE POINT OF BEGINNING and containing 145,757 Square Feet or 3.346 Acres more or less and being more fully shown and described on Exhibit B of this Easement.

Southstar Purchase Tract:

Being a tract of land lying in the First Civil District of the City of Fairview, Williamson County, Tennessee, and being more particularly described as follows:

Beginning on an iron pin at the northwest corner of parcel 168.01 on Tax Map 42 and being property of the City of Fairview as of record in Deed Book 2870, Page 100, Register's Office for Williamson County, Tennessee (hereinafter: ROWCT) and being in the south boundary line of Brison as of record in Deed Book 2975, Page 277, ROWCT, said point have Tennessee State Plane Grid Coordinates of North = 598,713.84 feet and East = 1,634,251.47 feet (NAD 83), thence with bearings referenced to the Tennessee State Plane Coordinate System, South 28°19'52" West, a distance of 151.16 feet to an iron pin, said point being in the northerly property line of Williamson County, as of record Deed Book 2734, Page 430, ROWCT; thence with the northerly property line of said Williamson County, North 76°10'53" West, a distance of 65.84 feet to a concrete monument at the northwest corner of said Williamson County; thence with a severance line through the property of the City of Fairview, as of record in Deed Book 768, Page 502, ROWCT, North 62°26'23" West, a distance of 642.09 feet to a point; thence North 28°13'14" East, a distance of 714.90 feet to a point; thence South 61°46'46" East, a distance of 155.82 feet to a concrete monument at the southwest property corner of Lasso as of record in Deed Book 2870, Page 100, ROWCT, and being at the northwest corner of Hughes & Lampley as of record in Deed Book 4021, Page 570, ROWCT; thence with the westerly boundary line of Hughes, South 04°15'10" West, a distance of 236.95 feet to a concrete monument, said point being the northwest corner of said Brison; thence South 04°27'43" West, a distance of 432.86 feet to a concrete monument at the southwest corner of said Brison; thence South 76°21'32" East, a distance of 288.94 feet to the Point of Beginning and containing 257,509 Square Feet or 5.912 Acres, more or less and being more fully shown and described on Exhibit B of this Easement.

EXHIBIT D

RECREATIONAL ACTIVITY AREA PLAT

(TO BE INSERTED)


 TN STATE PLANE
 (NAD 83)

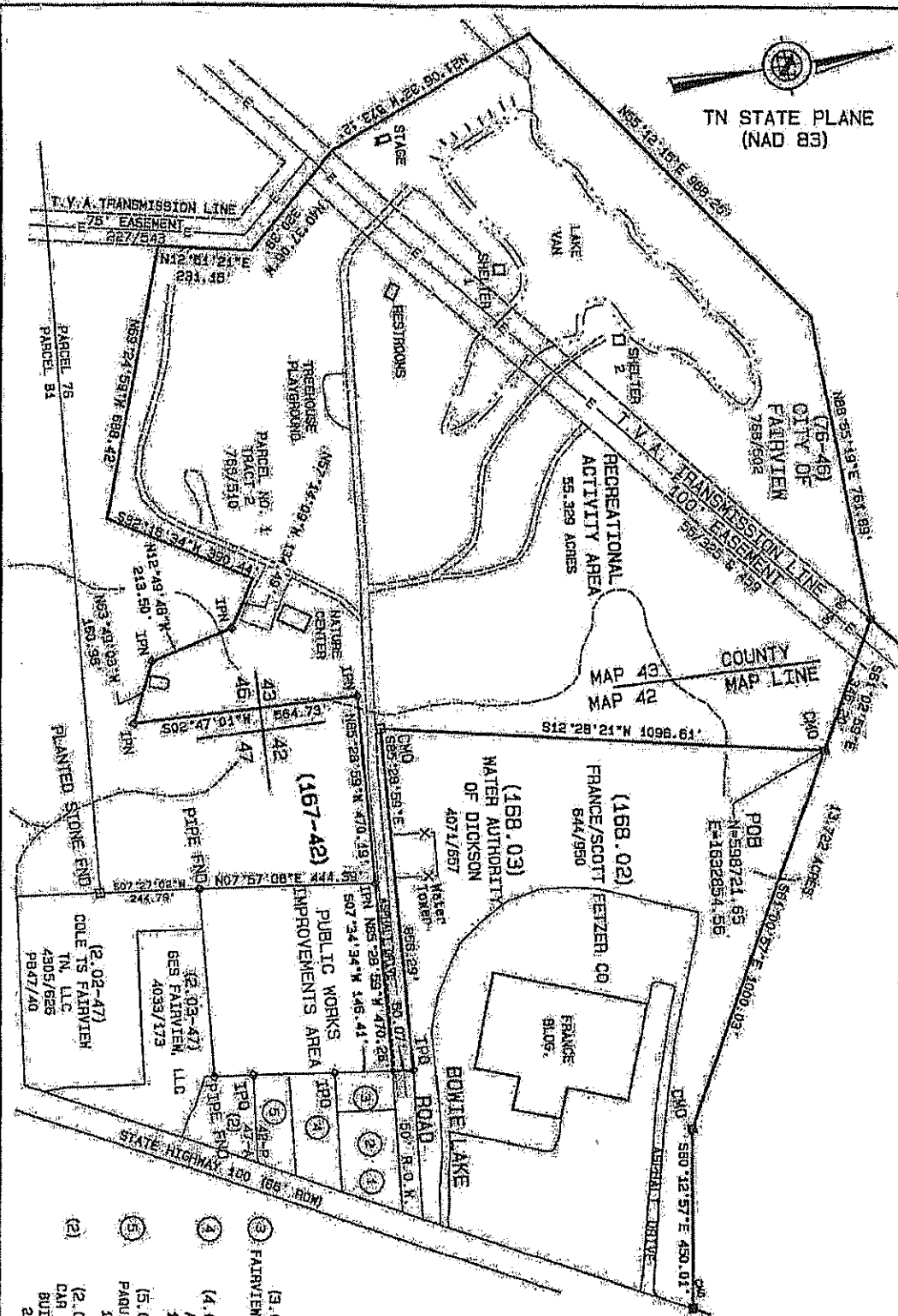


EXHIBIT **D**
 RECREATIONAL ACTIVITY AREA

PREPARED BY:

CEC, Inc.

405 Duke Drive, Suite 270
 Franklin, Tennessee 37067

PHONE (615) 333-7797 • FAX (615) 333-7751

LEGEND:

IP0 = IRON PIN OLD
 IPN = IRON PIN NEW
 CMD = CONCRETE MONUMENT OLD

SCALE: 1" = 300'

- (3) FAIRVIEW MASONIC LODGE
805/1
- (4) 00-42P-A
AZHDEBT
1575/819
- (5) 00-42P-A
PARLIN & RUGUA
1734/553
- (2) 00-47A-C
CAR WASH LAND
BUILDING LP
2235/531

EXHIBIT E

NORTH ACTIVITY AREA PROPERTY DESCRIPTION

Being a tract of land lying in the First Civil District of the City of Fairview, Williamson Count, Tennessee, and being more particularly described as follows:

Beginning on a concrete monument at the northwest corner of parcel 168.02 on Tax Map 42 and being property of France/Scott Fetzer Company as of record in Deed Book 644, Page 950, Register's Office for Williamson County, Tennessee (hereinafter: ROWCT), said point have Tennessee State Plane Grid Coordinates of North = 598,721.65 feet and East = 1,632,854.56 feet (NAD 83), thence with bearings referenced to the Tennessee State Plane Coordinate System and with the westerly boundary line of said France/Scott Fetzer Company, South 12°28'21" West, a distance of 1096.61 feet to a concrete monument; thence South 85°28'59" East, a distance of 856.29 feet to an iron pin, said point being at an easterly corner of the 50 foot right-of-way of Bowie Lake Road; thence crossing said right-of-way South 07°34'34" West, a distance of 50.07 feet to a point, said point being at the northwesterly corner of Fairview Masonic Lodge as of record in Deed Book 805, Page 1, ROWCT; thence with a new severance line through the property of the City of Fairview, as of record in Deed Book 768, page 502, ROWCT, North 85°28'59" West, a distance of 470.28 feet to an iron pin; thence North 85°28'59" West, a distance of 470.19 feet to an iron pin; thence South 02°47'01" West, a distance of 564.73 feet to an iron pin; thence North 63°49'03" West, a distance of 160.96 feet to an iron pin; thence North 12°49'48" West, a distance of 213.50 feet to an iron pin; thence North 57°14'09" West, a distance of 134.49 feet to a point; thence South 32°16'34" West, a distance of 390.44 feet to a point; thence North 69°24'59" West, a distance of 688.42 feet to a point, said point being in the easterly easement line of a 75 foot wide TVA Transmission Line easement as of record in Deed Book 227, page 543, ROWCT; thence continuing with said easement line, North 12°51'21" East, a distance of 231.15 feet to a point; thence North 40°37'06" West, a distance of 320.39 feet to a point, said point being in the westerly easement line of a 100 foot wide TVA Transmission Line easement as of record in Deed Book 55, page 325 & 459, ROWCT; thence North 21°06'32" West, a distance of 573.12 feet to a point; thence North 55°12'15" East, a distance of 988.25 feet to a point; thence North 88°55'19" East, a distance of 761.89 feet to a point; thence South 61°02'59" East, a distance of 346.20 feet to the Point of Beginning and containing 55.329 ACRES, more or less, and being more fully shown and described on Exhibit D of this Easement.

Included with the above property description is the following tract:

Public Works Improvement Area:

Being a tract of land lying in the First Civil District of the City of Fairview, Williamson Count, Tennessee, and being more particularly described as follows:

Commencing at a concrete monument at the northwest corner of parcel 168.02 on Tax Map 42 and being property of France/Scott Fetzer Company as of record in Deed Book 644, Page 950, Register's Office for Williamson County, Tennessee (hereinafter: ROWCT), said point have Tennessee State Plane Grid Coordinates of North = 598,721.65 feet and East = 1,632,854.56 feet (NAD 83), thence with bearings referenced to the Tennessee State Plane Coordinate System and with the westerly boundary line of said France/Scott Fetzer Company,

South 12°28'21" West, a distance of 1096.61 feet to a concrete monument; thence South 85°28'59" East, a distance of 856.29 feet to an iron pin, said point being at an easterly corner of the 50 foot right-of-way of Bowie Lake Road; thence crossing said right-of-way South 07°34'34" West, a distance of 50.07 feet to a point, said point being at the northwesterly corner of Fairview Masonic Lodge as of record in Deed Book 805, Page 1, ROWCT and being the TRUE POINT OF BEGINNING of this described tract;

Thence with the westerly boundary line of said Fairview Masonic Lodge South 07°34'34" West, a distance of 146.41 feet to an iron pin, said point being at the northwest corner of Azhdari, as of record in Deed Book 1576, page 819, ROWCT; thence with the westerly boundary of said Azhdari and then with the westerly boundary of Pazuin & Fuqua, as of record in Deed Book 1754, Page 683, ROWCT, South 08°15'53" West, a distance of 207.04 feet to an iron pin, said point being at the northwest corner of Car Wash Land, Building LP as of record in Deed Book 2238, page 931, ROWCT, thence South 07°39'33" West, a distance of 97.67 feet to an iron pipe, said point being at the northeast corner of Ges Fairview, LLC as of record in Deed Book 4033, Page 173, ROWCT; thence with the northerly boundary line of said Ges Fairview, LLC, and then with the northerly boundary line of Cole TS Fairview TN, LLC, as of record in Deed Book 4305, Page 626, North 84°39'48" West, a distance of 470.25 feet to an iron pipe, said point being at the northwest corner of said Cole TS Fairview TN, LLC; thence with a new severance line through the property of the City of Fairview, as of record in Deed Book 768, page 502, ROWCT, North 07°57'08" East, a distance of 444.39 feet to an iron pin; thence South 85°28'59" East, a distance of 470.28 feet to the Point of Beginning and containing 4.829 ACRES, more or less, and being more fully shown and described on Exhibit D of this Easement.

BK/PG:4652/741-775

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CONSERVATION EASEMEN	
10/03/2008 01:04 PM	
BATCH	133169
MTG TAX	0.00
TRN TAX	0.00
REC FEE	175.00
DP FEE	2.00
REG FEE	0.00
TOTAL	177.00

STATE of TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS