

CUNNINGHAM ESTATE – FALL CREEK FALLS PROPERTY

THIS INSTRUMENT WAS PREPARED BY:

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CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (“Easement”) is hereby quitclaimed on this 3rd day of October, 2012 subject to the provisions herein contained, by the **ESTATE OF C.R. CUNNINGHAM**, (“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).

W I T N E S S E T H:

Grantor is the owner in fee simple of certain real property located in Van Buren County, Tennessee, consisting of approximately three thousand four hundred ninety five (3,495) acres and more particularly described in Exhibit A attached to and incorporated herein by this reference (the “Property”).

The Property is primarily forest land, and contains or supports significant wildlife habitat. Preservation of the Property will conserve and protect its forest and wildlife habitat, and will further the mission of the Grantee. The Property adjoins Fall Creek Falls State Park, which consists of approximately 20,000 acres of forestland managed by the Tennessee Department of Environment and Conservation.

The Property possesses outstanding scenic qualities that will provide a significant benefit to and scenic enjoyment for the general public, and can be viewed from Brimer Mountain Road, State Highway 111, Manus Road, Lemont Road, Turkey Scratch Road, Spokelay Road, State Highway 30, and State Highway 285, all public rights of way. The Property contains approximately 7,000 feet of frontage along Brimer Mountain Road, approximately 900 feet of frontage along Manus Road, approximately 1,300 feet of frontage along Spokelay Road, approximately 8,000 feet of frontage along Lemont Road, approximately 7,000 feet of frontage along Turkey Scratch Road, and approximately 6,700 feet of frontage along State Highway 285.

The Property is located in the midst of an area of increasing development and subdivision of land for residential and commercial purposes. Long Branch Lakes and Timberland Preserves are large residential developments that are selling lots within five (5) miles of the Property.

The Property contains approximately 14,000 feet along the course of four (4) unnamed tributaries to Cane Creek and approximately 7,600 feet along the course of Millstone Branch. The Tennessee Rivers Assessment Program 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 Program is sometimes called the Tennessee Rivers Information System, or TNRIS, and is maintained by the Tennessee Department of Environment and Conservation (the “Assessment”). The Assessment

rated Cane Creek as regionally significant for natural and scenic quality as well as recreational boating and fishing.

According to Cumberland Voices: A Vision for Conservation in the South Cumberland Region, produced in 2011 by The Land Trust for Tennessee, Sewanee: University of the South, and thirty-two (32) other governmental and nongovernmental organizations, the Property lies in a priority area known as the Mid-Cumberland Conservation Area. The Mid-Cumberland Conservation Area is important to the protection of biological diversity in the South Cumberland region.

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 Property is located within the Scotts Gulf Area of Interest as identified in the Heritage Trust Assessment.

The Property contains or supports significant wildlife habitat. According to the State Wildlife Action Plan, produced in 2005 by the Tennessee Wildlife Resources Agency, the Property lies within an area given a “very high” statewide priority for protecting subterranean habitats for species of greatest conservation need and “high” statewide priority for protecting terrestrial habitats for species of greatest conservation need. In addition, the Division of Natural Heritage has observed seventeen (17) rare or endangered species on the Property.

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 values of the Property are collectively referred to herein as the “**Conservation Values**” of the Property.

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

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

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

-- The Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. §§ 4201, *et seq.*, whose purpose is “to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, local government and private programs and policies to protect farmland”; and

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

-- The Conservation Easement Act of 1981, T.C.A. § 66-9-301, *et seq.*, as amended

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

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

Except for the oil and gas rights, which are owned by WPP LLC and approximately 80 acres in coal rights which are owned by WPP LLC, Grantor owns the entire fee simple interest in the Property subject to those easements or covenants as may affect the Property. A mineral assessment was conducted by a professional geologist from BDY Environmental LLC in October

2012 and concluded that the likelihood of extracting oil and gas resources from the Property is so remote as to be negligible. WPP LLC is of no relation to the Grantor.

NOW, THEREFORE, for the reasons given, and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby donates, grants, remises, releases and forever quitclaims to Grantee, its successors and assigns, and Grantee accepts, a conservation easement on the Property, in perpetuity, in order to conserve and retain the Property forever predominantly in its agricultural, scenic, and/or open space condition in accordance with the terms of this Easement; and Grantor donates, grants, assigns, remises, releases and forever quitclaims to Grantee, its successors and assigns, the right to take appropriate legal action in law or equity to enjoin, prohibit and remedy any violation of the terms of the easement created by this Easement and to enter the Property at reasonable times to observe and document the state of preservation and to prevent any violation of the terms of this Easement.

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

2. Implementation. This 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, 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.

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. 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.

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.

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

(i) Residential Structures: Grantor may construct, repair and replace up to four (4) residential structures on the Property (each a "**Residential Structure**") and may also construct reasonable structures appurtenant to residential use of each Residential Structure, provided that each Residential Structure 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 each Residential Structure, Grantor shall cause the building envelope for each Residential Structure (the "**Building Envelope**") to be delineated, staked, and surveyed by a registered land surveyor.

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

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

(4) No Building Envelope shall exceed two (2) acres and shall be roughly rectangular in shape.

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

(ii) The Building Envelopes must not intrude on the Buffer Zone.

(c) Fences. Existing fences may be repaired and replaced, and new fences may be built, anywhere on the Property for purposes of reasonable and customary

management of livestock and wildlife, access control and protection of crops, without any further permission of Grantee.

(d) Recreational Structures. Golf courses, athletic fields and paved airstrips are strictly prohibited. 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 Building Envelopes without Grantee's consent. Except for recreational structures that require a concrete, cement, or other type of foundation for construction, installation or erection, Grantor may construct, install, or erect recreational structures on the Property (excluding any areas described in Section 11) 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 Building Envelopes. Commercial recreational activities that exceed the de minimus standard set forth in Section 2031(c)(8)(B) of the Code are prohibited.

(e) 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.

(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 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.

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.

Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved either within or outside any Building Envelope, 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.

8. Forestry Activities.

(a) All future forestry activities, if any, on the Property shall be conducted in accordance with a forest management plan that addresses forest habitat protection and watershed conservation, including without limitation preservation of the Buffer Zone established under Section 11 of this Easement. Such forest management plan shall be developed and prepared by Grantor in conjunction with the Tennessee Division of Forestry 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 forest management plan provided for in this Section 8; and such updates shall be developed and prepared in conjunction with the Tennessee Division of Forestry or forestry professional reasonably approved by Grantee and are subject to the reasonable approval of Grantee. 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.

(b) The cutting, removal or harvesting of trees, including commercial timber harvesting, may be undertaken only if consistent with the 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

(c) Grantor retains the right to use the Property for otherwise lawful and customary rural enterprises consistent with the forested nature of the Property, including without limitation processing, packaging and marketing products predominantly produced on the Property, or sawmills for the permitted timber activities set forth in this Section 8 of this Easement.

(d) The removal of timber shall in any event comply with the provisions of Section 11 of this Easement regarding the Buffer Zone, as hereinafter defined.

9. Mining.

(a) The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substance, using any method whatsoever, is prohibited, except that Grantor shall have the right to grade and extract soil, sand, gravel or rock from the Property on a limited basis, solely for and/or in connection with the agricultural operations being conducted on the Property, without the necessity of obtaining the prior

written consent of Grantee thereto. The mineral rights to the Property or any portion thereof shall not be separated or conveyed separate from the surface rights.

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

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

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

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

10. Road and Road Construction. Although no public roads shall be constructed on the Property, farm or forestry roads may hereafter be constructed on the Property where needed to conduct agricultural operations or permitted forestry activities on the Property or to provide access to the permitted residences. Farm and forestry roads on the Property shall not be paved or concreted or consist of other nonpermeable surfaces, but may be graveled. Such farm and forestry roads hereafter constructed on the Property shall not substantially diminish or impair the Conservation Values of the Property as compared to those conditions existing on the date of this Easement. Prior to the commencement of construction of any such farm or forestry road, Grantor shall notify Grantee of Grantor's intended construction of the farm or forestry road, but the failure to so notify Grantee shall not impair the rights retained by Grantor hereunder.

11. Buffer Zone.

(a) 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 Millstone Branch and the five (5) unnamed tributaries to Cane Creek, 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 8. 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 5 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 forestry activities, driveways and farm roads.

(b) Subject to the provisions of this Section 11 of this Easement, and provided that Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing off the Property, Grantor maintains the right to use, maintain, establish, construct and improve water sources, water courses, or water bodies within the Property for the uses permitted by this Easement. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

12. Recreational and Educational Purposes. Grantor retains the right to use the Property for lawful passive recreational uses not involving permanent improvements or structures, including, but not limited to, hunting, fishing, boating, camping, hiking, horseback riding, picnics, social events, farm tours, nature interpretation 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.

13. 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.

Notwithstanding the foregoing, Grantor may, with prior notice to Grantee, subdivide the Property into no more than four (4) separate parcels so long as each of the parcels is no less than five hundred (500) acres in size and may separately convey each resulting parcel. In the event of a permitted subdivision of the Property, the Grantor at the time of the subdivision of the Property must determine whether one of the Building Envelopes provided for in Paragraph 6(b)(i) of this Easement will be assigned to the resulting parcel.

14. 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.

15. 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.

16. Rights Retained by Grantor.

(a) 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.

(b) **Title to Carbon Offset Credits.** The Grantor (i.e., project developer): hereby retains, owns, and holds legal title to and all beneficial ownership rights to the following (the "**Project Reductions**"): (i) any removal, limitation, reduction, avoidance, sequestration or mitigation of any greenhouse gas associated with the Property including without limitation Climate Action Reserve Project No. 940 and (ii) any right, interest, credit, entitlement, benefit or allowance to emit (present or future) arising from or associated with any of the foregoing, including without limitation the exclusive right to be issued any carbon offset credits such as California Compliance Offsets (CCOs) or Climate Reserve Tonnes (CRTs) by a third party entity such as the State of California, the California Air Resources Board, the Climate Action Reserve, or other carbon offset registry.

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

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

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

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

these payments, as well as for reasonable attorneys' fees and other expenses of defending Grantor.

18. Enforcement.

(a) Grantee shall have the right to prevent and correct violations of the terms of this Easement pursuant to the terms of this Section 18. 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 25 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.

19. Transfer of Easement.

(a) If Grantee dissolves, ceases to exist, is unable or unwilling to carry out its responsibilities under this Easement, or no longer qualifies under § 170(h) of the Code, then it shall have the right to transfer the conservation easement created by this Easement, and the rights and obligations created hereunder, to any public agency or private nonprofit organization that, at the time of transfer, is a "**qualified organization**" under § 170(h) of the Code, but only if the agency or organization expressly agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee ever dissolves, ceases to exist, or no longer qualifies under § 170(h) of the Code and a transfer has not been made pursuant to the foregoing sentence, a court with jurisdiction shall transfer this conservation easement, and the rights and obligations created hereunder, to another qualified organization having similar purposes that agrees to assume the responsibility. Except as permitted under this Section 21, Grantee shall not otherwise transfer the conservation 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 conservation easement and the Property in Grantee's possession shall be provided to such qualified transferee organization to help provide it with an understanding of the Property, the operations thereon, and the conservation easement.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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: C.R. Cunningham Estate
c/o Paul Gontarek
Howard & Mobley, PLLC
2319 Crestmoor Road
Nashville, Tennessee 37215

With a copy to: Denny Mitchell
112 South Main Street
Sparta, Tennessee 38583

To Grantee: The Land Trust for Tennessee, Inc.
209 10th Avenue South, Suite 511
Nashville, Tennessee 37203

With a copy to: Stites & Harbison PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219
Attention: Miranda Christy

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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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:


**WILLIAM D. MITCHELL AS
ADMINISTRATOR OF THE ESTATE
OF C.R. CUNNINGHAM**

STATE OF TENNESSEE)
)
COUNTY OF Putnam)

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

Witness my hand and seal, at Office in Cookeville, Tennessee, this 3rd
day of October, 2012.

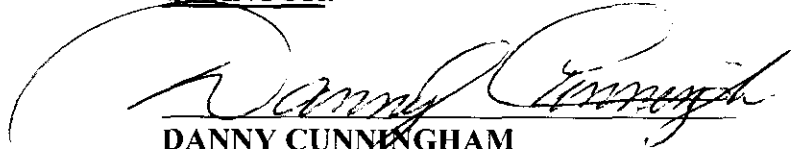
Angela Leathers
Notary Public
My Commission Expires: 6-24-2014



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:


DANNY CUNNINGHAM

STATE OF TENNESSEE)
COUNTY OF Putnam)

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

Witness my hand and seal, at Office in Cookeville, Tennessee, this 3rd day of October, 2012.

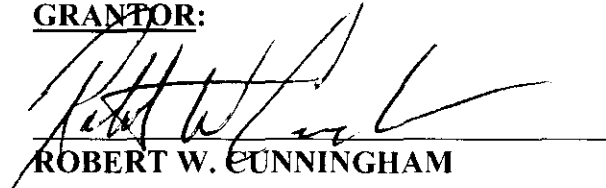

Notary Public
My Commission Expires: 6-24-2014



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.

GRANTOR:


ROBERT W. CUNNINGHAM

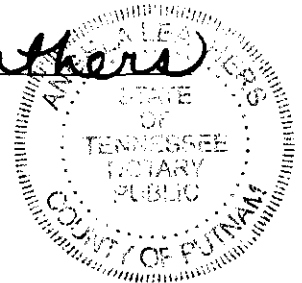
STATE OF TENNESSEE)
)
COUNTY OF Putnam)

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

Witness my hand and seal, at Office in Cookeville, Tennessee, this 3rd day of October, 2012.

My Commission Expires: 6-24-2014

Angela Leathers
Notary Public



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.

GRANTOR:


JILL V. CUNNINGHAM

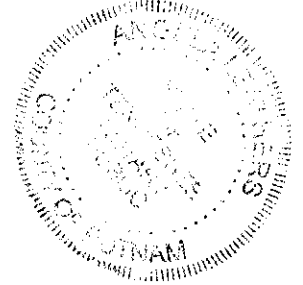
STATE OF TENNESSEE)
)
COUNTY OF Putnam)

Personally appeared before me, Angela Leathers, a Notary Public of said County and State, JILL V. CUNNINGHAM, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that ~~she~~ executed the within instrument for the purposes therein contained.

Witness my hand and seal, at Office in Cookeville, Tennessee, this 3rd day of October, 20 12.

Angela Leathers
Notary Public

My Commission Expires: 6-24-2014



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.

GRANTOR:

Crystal Jill Gately
CRYSTAL JILL GATELY
Gately

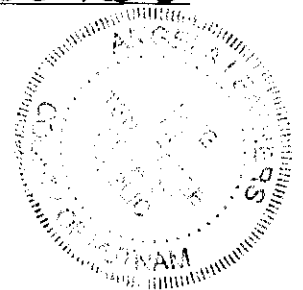
STATE OF TENNESSEE)
)
COUNTY OF Putnam)

Personally appeared before me, Angela Leathers, a Notary Public of said County and State, CRYSTAL JILL GATELY, 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 Cookeville, Tennessee, this 3rd day of October, 2012.

My Commission Expires: 6-24-2014

Angela Leathers
Notary Public



CONSERVATION EASEMENT
COUNTERPART EXECUTION PAGE

GRANTEE:

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

By: Robert S. Brundt
Print Name: Robert S. Brundt
Title: Vice-President

STATE OF TENNESSEE)
COUNTY OF Davidson)

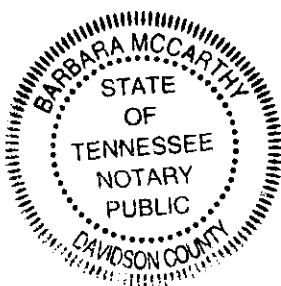
Personally appeared before me, Barbara McCarthy, a Notary Public in and for said State and County, Robert S. Brundt, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Vice President 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 Nashville, Tennessee, this 2nd day of October, 2012.

Barbara McCarthy

Notary Public

My Commission Expires: My Commission Expires NOV. 3, 2015



STATE OF TENNESSEE)
COUNTY OF Davidson)

The actual consideration for this transfer is NONE.

[Signature]
Affiant

Subscribed and sworn to before me on this
24th day of October,
2012.

[Signature]
NOTARY PUBLIC

My Commission Expires My Commission Expires NOV. 3, 2015

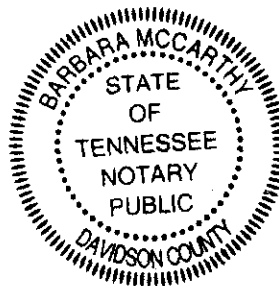


EXHIBIT A

PROPERTY DESCRIPTION

Map 015-012.00

Property located in the second civil district of Van Buren County, Tennessee and described as follows:

Tract No. 1: Beginning at a set stone with post oak, hickory and black gum pointers, in the I. C. Madewell; running thence with the said line southeastwardly to a dogwood in the said I. C. Madewell's line; thence eastwardly to a set stone with maple and sourwood pointers in J. J. Haston's line; thence northwardly with said Haston's line to a corner of Thomas Yates' tract in highway from Spencer via Lemont to Cane Creek; thence with the said highway back to the beginning, containing six acres, more or less.

Tract No. 2: Bounded on the north by Madewell; on the east by Yates; on the south by Lemont Road; and on the west by Madewell, containing three acres, more or less.

Being the same property conveyed to C. C. Geer and wife, Alice B. Geer, by Warranty Deed from E. E. Madewell, recorded March 10, 1955 in Deed Book 9-I, page 255, in the Register's Office for Van Buren County, Tennessee.

Tract No. 3: Bounded on the north by Yates; south by Madewell; east by Madewell; and west by Miller, being more particularly described as follows: Beginning at a white oak, the southwest corner of a survey of one hundred acres; thence east with the line of the same 51 poles to a white oak and black oak; thence south 84 poles to ash and maple pointers; thence west 88 poles to a black oak in John Stewart's southeast corner; thence north with his line and passing his northeast corner 80 poles in all 149 poles to a chestnut in W. C. Haston's line; thence east and passing his corner in all 37 poles to a stake; thence with said west boundary line 65 poles to the beginning, containing one hundred acres, more or less.

There is included in the above survey and excluded from this conveyance the following described property: Beginning at a set stone with post oak, hickory and black gum pointers in the I. C. Madewell line; thence with the said line southeastwardly to a dogwood in the said I. C. Madewell line; thence eastwardly to a set stone with maple and sourwood pointers in J. J. Haston's line; thence northwardly with said Haston line to a corner of Thomas Yates' tract in highway from Spencer via Lemont to Cane Creek; thence with the said highway back to the beginning, containing six acres, more or less.

Second Tract: Bounded on the north by Madewell, east by Yates, south by Lemont Road and on the west by Madewell, containing three acres, more or less.

Being the same property as conveyed to C.R. Cunningham by deed of record in Deed Book 9I, page 450, Register's Office for Van Buren County, TN.

Tract No. 1: Beginning on a double sugar tree in G. W. Haston's line; running thence with said Haston's line south to a small white, Tom Yates' corner; thence eastward to said Yates' rock corner; thence southward to the Millstone to a red oak, Tom Yates' corner; thence north to James Madewell's corner; thence with said Madewell's line to a small hickory, Crockett Madewell's corner; thence westwardly with a cross fence to a stake; thence on with the fence westward to the northwest corner of a field, (said fence between W. H. Forsythe and Yates from Crockett Madewell's S. W. corner to a corner of the fields to be kept or caused to be kept up as a partnership fence); thence westward to the beginning, containing 30 acres, more or less, being the same land conveyed to Thomas Yates by W. H. Forsyth, as evidenced by a deed recorded in the R/O/VB/C, Tennessee, in Deed Book No. "P", Page 268, excepting, however, from said boundary one patch or bunch of small locust trees in the northeast corner of the field and a right-of-way thereto.

Tract No. 2: Beginning on a rock near the Spencer road, running thence westwardly with said road to a hickory; thence westwardly to a pin oak in G. W. Haston's line; thence southwardly with Haston's and Walker's line to a stake and black gum near a bluff; thence southwardly with J. K. Walker's line to a stake and maple pointer near the Spencer road; thence northwardly to a rock formerly a hickory with black oak, dogwood and chestnut oak pointers; thence westwardly to the beginning, containing 30 acres, more or less. Also, another tract in this deed as follows: Beginning on the north east corner at a rock near the road; running thence eastwardly 8 poles to a rock; thence southwardly 20 poles to a stake; thence westwardly 8 poles to Forsyth's and Yates' line; thence northwardly to the beginning, and being the same two tracts of land conveyed to said Thomas Yates by W. H. Forsyth, as evidenced by a deed recorded in said Register's Office in Deed Book No. M at page 506.

Tract No. 3: Beginning on a stake with white oak and lynn pointers, Walker's northwest corner in Isaac Haston's south boundary line; running thence southwardly with Walker's line 92 poles to a stake; thence west 26 poles to a black gum; William C. Haston's southeast corner of his $7\frac{1}{4}$ acre tract; thence north with a line of same 92 poles to a dogwood and black gum pointers in a hollow, Isaac Haston's corner; thence east 26 poles to the beginning containing 15 acres, more or less. Also, another tract in this deed as follows: Beginning on a chestnut, a corner on a dividing line between J. K. Walker's and Crockett Madewell's; running thence north east to a hickory in the dividing line between said J. K. Walker and G. W. Haston; thence north west to a white oak in said Haston's line; thence southwest to the beginning, containing 6 acres, more or less, being the same two tracts of land conveyed to said Thomas Yates by Crockett

in Deed Book No. "L" at page 416.

Tract No. 4: Beginning on a stake in G. W. Haston's east boundary line; running thence west 4 deg. south 25-1/3 poles to a large sugar tree and dogwood pointers; thence west 35 deg. south 32 poles to a rock, chestnut and hickory pointers; thence south 33 deg. west 18 poles to a small white oak, dogwood and black gum pointers in Haston's south boundary line; thence east with said line to Haston's southeast corner; thence north with Haston's line to the beginning, containing 10 acres, more or less, being the same land conveyed to said Thomas Yates by G. W. Haston, as evidenced by a deed recorded in said Register's Office in Deed Book No. L at page 415, reference is hereby had to all of said records for a more perfect description of said land.

There is, however, excluded one acre of land for Cemetery where the same is now located, which exclusion shall include all the graves at said Cemetery, and which is reserved from this deed.

Being a portion of the property conveyed to C.R. Cunningham by deed of record in Deed Book 15-0, page 309, Register's Office for Van Buren County, TN.

Map 022-001.00 and -001 SII

Property located in the sixth civil district of Van Buren County, Tennessee and described as follows:

► TRACT ELEVEN

Situated in the 1st Civil District of Van Buren County, Tennessee, approximately one mile northeast of the Town of Spencer and being more fully described as follows:

- (1) Beginning on a stone, the northeast corner of a 212-acre tract now or formerly owned by J. D. Baker and being in the south boundary line of a 53-acre tract now or formerly owned by Sam Mills and running thence South 83° East 236 feet to a large white oak, the southwest corner of John I. Shaffer's and J. D. Baker's tract;
- (2) thence North 05° East crossing the Spencer to Cane Creek Road at 244 feet, in all 1,637 feet to a 5-inch hickory, the northeast corner of the Sam Mills tract;
- (3) thence North 05° 30' East 1,596 feet to a stone, being the northeast corner of the C. T. Haston 133-acre tract.
- (4) thence North 84° 30' West 2,725 feet to a 16-inch black gum, being the southwest corner of a tract now or formerly owned by Annie Miller;
- (5) thence North 81° West 122 feet to a stone on top of a bluff;
- (6) thence South 14° 30' East 182 feet to a stone;
- (7) thence South 02° West 107 feet to a stone;
- (8) thence South 13° 30' West 345 feet to a stone;
- (9) thence South 22° 30' West 188 feet to a stone;
- (10) thence South 08° West 114 feet to a stone;
- (11) thence South 36° 45' West 479 feet to a stone;
- (12) thence South 60° 30' West 463 feet to a stone;
- (13) thence South 80° 45' West 420 feet to a stone and a stump, being Revedy Manus's corner;
- (14) thence South 02° 10' West 1,120 feet to a stone on the south side of the Spencer to Sam Mill's old homestead road;
- (15) thence South 60° 40' West 404 feet to a steel post;
- (16) thence South 50° 20' West 133 feet to a stone;
- (17) thence South 85° East 786 feet to a stone in the edge of Muddy Branch;
- (18) thence North 02° 30' East 300 feet to a stone in the west edge of a field;
- (19) thence North 54° East 823 feet to a stone;
- (20) thence North 67° 30' East 1,313 feet to a stone;
- (21) thence South 33° East 550 feet to a steel post in Muddy Branch;
- (22) thence South 06° East 540 feet to a stone;
- (23) thence South 82° West 1,102 feet to a stone and a fence corner;
- (24) thence South 02° West 303 feet to a 30-inch black gum;
- (25) thence North 86° 30' West 377 feet to a steel post;
- (26) thence South 05° 30' West 531 feet to a stone;
- (27) thence South 85° East 135 feet to a stone;
- (28) thence South 05° West 674 feet to a steel post being the northwest corner of a 73-acre tract now or formerly owned by J. D. Baker in the north bank of a gravel road;

- (29) thence North 63° West with the road 159 feet to a steel post on the south bank of the road;
- (30) thence South 07° West 176 feet to a stone in a fence corner;
- (31) thence South 84° East 798 feet to a stone on the north side of a road;
- (32) thence North 29° 45' East 630 feet to a stone;
- (33) thence South 59° East 405 feet to a stone;
- (34) thence South 03° 45' West 2,530 feet to a large stone;
- (35) thence South 87° 50' West 1,404 feet to a stone and a fence post, being the southwest corner of the J. D. Baker's 73-acre tract;
- (36) thence South 47° 30' West 1,958 feet to a steel post and a fence corner, being in the line of a 120-acre tract now or formerly owned by J. W. Billings;
- (37) thence South 69° East 271 feet to a stone and a fence corner;
- (38) thence South 00° 45' West 175 feet to a steel post and fence corner;
- (39) thence South 87° 10' East 1,050 feet to bedrock on the north edge of a road, being the southeast corner of the tract now or formerly owned by Hollingsworth;
- (40) thence North 08° East 302 feet to a stone, being the southwest corner of a 212-acre tract now or formerly owned by J. D. Baker;
- (41) thence South 85° 30' East, crossing Millstone Creek at 2,340 feet to a stone pile, being Rheinhardt's corner;
- (42) thence North 41° 30' East 411 feet to a stone, being the southwest corner of a 50-acre tract now or formerly owned by Sam Brock;
- (43) thence North 04° East crossing Millstone Creek at 1,155 feet, in all 4,452 feet to the Beginning, containing 427 acres, more or less.

Being the same property as conveyed to C.R. Cunningham by deed of record in Deed Book 14, page 827, Register's Office for Van Buren County, Tennessee

TRACT NO. 1: Beginning at northeast corner of the Parker entry; running thence West with same 58 poles to rock and pointers; thence South 20 poles to hickory and pointers; thence South 12 deg. West 40 poles to rock and cucumber and pointers; thence South 5½ deg. East 19 poles to buck at East end of mill dam; thence South 7 deg. West 13 poles to maple and pointers; thence, East 47 poles and 8½ links to rock and pointers in West boundary line of Crinkley tract; thence North 80 poles and 2 links to the beginning, containing 30 acres, more or less including a road running through to a road running across the bottom, a main road and also reserving a quarter an acre around the sink of branch to clean out the sink branch.

TRACT NO. 2: Beginning on poplar in Sam Mills' line; thence East with a line of J.D. Baker to the J.R. McCormick dower; thence North with said McCormick line to his corner; thence West to Sam Mills' East boundary line on back corner; thence South with his line to beginning, containing 7 acres, more or less, excluding the mineral interest in his tract, same having been previously sold.

TRACT NO. 3: Bounded on the North by lands of B.L. Baker; on East by lands of T.J. Haston; on South by lands of J.D. Baker and on the West by land of B.L. Baker. Containing 10 acres, more or less.

TRACT NO. 4: Beginning on a poplar running thence East with Walker's line 117 and a fraction poles to an ash, thence South with said Walker's line, sold to T.J. Haston, 68 poles to a rock; thence West with Emaline Measles' line 117 and a fraction poles to black ash in the southeast corner of an entry in the name of David Walker. Now Tucker lands thence North with Sam Mills' line 68 poles to the beginning, containing 54 acres, more or less, reserving the mineral interest in the tract previously sold to R.P. Tucker, also reserving and excepting about 5/6 of an acre where Leamont School house is located, as appears from a recorded deed therefore. Said school tract being expressly excluded.

TRACT NO. 5: Beginning on a rock and pointers, T.J. Haston's northwest corner, thence West with the A.K. Parker North boundary line 57 poles to a rock and pointers in the same; running thence South 60 poles to a rock; thence East 27 poles to a buck in T.J. Haston's old line; thence North 60 poles to the beginning, containing 10-1/8 acres, more or less.

Being the same property as conveyed to C.R. Cunningham by deed of record in Warranty Deed Book 12, page 769, Register's Office for Van Buren County, Tennessee.

Beginning at a common corner with Marlon Haston, in the western right of way line of Cane Creek Road, the southeast corner of this tract and running thence generally west with Haston's line to a common corner with Tubb and Haston; thence generally north with Tubb and Huber Corp. line to a corner with Mott; thence generally east with Mott's line to the western right of way line of Cane Creek Road; thence generally south with the western right of way line of Cane Creek Road to the beginning and containing 298-1/2 acres, more or less. However, it is expressly understood that this tract of land is not being sold or purchased by the acre and the purchase price paid is for the tract as is. This tract is also sold subject to the TVA easement presently crossing said land.

Being the same property as conveyed to C.R. Cunningham by deed of record in Deed Book 27-Y, page 646, Register's Office for Van Buren County, Tennessee.

First Tract. Beginning at a stake on the bank of Cane Creek near and just north of a cross fence near the residence of Tom Miller; running thence with said cross fence in a southwardly direction to the line of J. A. and W. B. Walker and Johnson Brothers; thence eastwardly to a rock, being the northeast corner of the Johnson Brothers' tract bought of J. B. Haston; thence northwardly to Cane Creek; thence with the meanders of said Creek to the beginning, containing 4 acres, more or less.

Second Tract. Beginning at a rock with sugar tree and black oak pointers; running thence north 85-1/4 poles to a rock in Walker Brothers' line; thence east with said line to the J. J. Walker line; thence with the said line to the beginning, containing 8 acres, more or less.

Third Tract. Beginning on a rock in J. A. and W. B. Walker's line with sugar tree and hackberry pointers; thence south 85-1/4 poles to a rock and sugar tree pointer; thence west 23-1/2 poles to a rock in the Troglin line with dogwood and persimmon pointers; thence north 85-1/4 poles to a rock in Walker's line with pine and poplar pointers; thence east 23-1/2 poles to the beginning, containing 12-1/2 acres, more or less.

There is included in the above description, but specifically excluded from this conveyance all of the property lying on the east side of the Cane Creek Road.

Being the same property as conveyed to C.R. Cunningham by deed of record in Deed Book 27-V, page 251, Register's Office for Van Buren, County, Tennessee.

BEGINNING on a beach with dogwood and chestnut pointers; proceeding thence South 70 poles to a popular, red bud and sugar tree pointers; thence North 50 deg. West 104 poles to a sugar tree, hickory and black gum pointers under the bluff; thence North 22 1/2 poles from a rock in the Billingsley line with black gum and dogwood pointers; thence East 98 1/2 poles to the BEGINNING, containing 26 acres, more or less.

Being the same property as conveyed to C.R. Cunningham by deed of record in Deed Book 27-X, page 566, Register's Office for Van Buren County, Tennessee.

FIRST TRACT: BEING IN THE THIRD CIVIL DISTRICT OF VAN BUREN COUNTY and described as follows: Beginning on a stake, the Northwest corner of J.M. Walker's land (known as the Simmons tract) being also a corner with T.M. Keyt; running thence South 128 poles to a rock, with chestnut oak and dogwood pointers; thence West crossing the Spencer Road ~~the Spencer road~~ at 165 poles 167 poles, to a rock with pointers, a corner with Wade Measles; thence north with his line 103 poles, to a stake with pointers, his corner, also a corner with T.M. Keyt's line North 80 east 153 1/2 poles to the beginning, containing 96 acres, more or less. The mineral lying under this property is reserved with a right of way to work the same; a right of way is also reserved through this property to work the mineral under the land of T.M. Keyt, adjoining. Being the same land conveyed by Brown Crinkley to Joe Baker by deed dated December 11, 1917, and recorded in the Register's Office of Van Buren County, Tennessee in Deed Book No. U pages 547-548.

Second Tract: Being in the third Civil district of Van Buren County, and described as follows: Beginning on a rock in T.M. Keyt's and Crinkley line with persimmon, hickory and walnut pointers, thence N.W. 73 poles to a rock at the old road with white oak and chestnut oak pointers, thence N.W. 44 poles to a rock, J.M. Haston's and Measles corner with red bud and sugar tree pointers, thence with Measles and Keyt's line 33 1/2 poles to a spotted oak, with hickory and walnut pointers, thence E. 41 poles to Crinkley and Measles corner, thence with Crinkley and Keyt's line to the beginning, containing by estimation twenty five acres more or less. The mineral interest of said land the right of which remains in Crinkley's. Being the same land conveyed by C.M. Troglin and wife Catherine Troglin to Joe Baker and wife Eva Baker by deed dated March 2, 1907, and recorded in the Register's Office of Van Buren County, Tennessee in Deed Book Eo. F, pages 498-499.

Being the same property as conveyed to C.R. Cunningham by deed of record in Deed Book 12-L, page 64, Register's office for Van Buren County, Tennessee.

First Tract: Beginning on a stake and pointers, northeast corner of Lot # 1; thence north 22 poles to a stake and pointers; thence west 19 poles to a stone; thence south 6 poles to an iron stake; west 14 poles to a stone, near the house; thence north 4 poles to a stone; thence west 93 poles to a stake and pointers; thence south 20 poles to the northwest corner of Lot # 1; thence east 126 poles to the beginning, containing 16 acres more or less.

Second tract : Beginning on Joe Baker's Southeast corner; thence north 20 poles to a stone and pointers in said Baker's line; thence west 126 poles to a stake and pointers in Keyt's line; thence south 20 poles to a hickory; thence east 126 poles to the beginning, and containing 16 acres, more or less.

Being the same property as conveyed to C.R. (Bob) Cunningham by deed of record in Deed Book 14-N, page 37, Register's Office for Van Buren County, Tennessee.

BEGINNING on a stone on the bluff of the point of the
 Mountain Hiwassee Land Company's corner; proceeded
 thence North 4 deg. East 40 poles (660) feet to a stone
 a corner of Hiwassee on with a stone and rail fence in
 all 85% (1406.6) Feet to a stake approximately 100 Feet
 north of the T.V.A. Transmission line near a corner
 of an old rail fence; thence South 86 deg. East 63.2 poles
 (1043.5) feet to a stone Okley Mott's corner of the Tom
 Miller tract; thence South 4 deg. West 85% poles (1410.75)
 feet to a stake in Hiwassee Land Company's line; thence
 North 86 deg. West 70.5 poles (1162.25 feet to the BEGINNING,
 Containing 37% acres, more or less.

Being the same property as conveyed to C.R. Cunningham by deed of record in Deed Book 27-B, page 748, Register's Office for Van Buren County, Tennessee.

FIRST TRACT: Beginning on a stake and pointers, the S. E. corner of Lot No. 3; thence North 20 poles to a stake and pointers; thence West 126 poles to a stake and pointers in Keyt's line; thence South 20 poles to a stake and pointers N. W. of Lot No. 3; Thence East 126 poles to the beginning containing 16 acres, more or less, and being the land conveyed to J. W. Keyt and L. M. Keyt by W. H. Lewis and wife by deed recorded in Book 4-D, page 211, in the Register's office of Van Buren County, Tennessee.

SECOND TRACT: Beginning on a stake, pointers S. E. corner of Lot No. 2; thence North 18 poles to a stake and pointers; thence west 126 poles to a stake and pointers in Keyt's line; thence South 20 poles Southeast corner of Lot #2, stake and pointers; thence East 93 poles to a stone; thence South 4 poles to a stone near the house; thence East 14 poles to an iron stake 6 poles to a stone; thence East 19 poles to the beginning, containing 16 acres, more or less,

Being the same property as conveyed to C.R. Cunningham by deed of record in Deed Book 10-J, page 350, Register's Office for Van Buren County, Tennessee.

Beginning at a rock with white oak and other pointers, it being the N. W. corner of the N. W. corner of the old J. H. Walker, known as the Simmons tract; running thence; thence ~~S 86 W 153~~ S 86 W 153 1/2 poles to a stake and pointers, a corner of the Cade Measles tract; thence West 41 poles with Measles line to a spanish oak and pointers, Measles corner; thence down the mountain North 102 poles to two small hickories and an ash near a drain; thence with the meanders of a conditional line N67 E 48 poles to a large chestnut stump and sprouts and pointers on the East side of an old road; thence S 88 E 34 poles to a stake; thence S72E 5 poles to a beech pointer; thence S67 1/2 E 16 poles to a hickory, a corner of the old Drake tract thence S63E with his line 25 poles to an ash and dogwood pointers; thence East and down the mountain to the creek bank 40 poles to an ash and spruce pine on the West

and beech pointers, Walker's corner; thence S40 W 69½ poles with his line to the beginning, containing 100 acres, more or less, and being the land conveyed to Lewis

Being the same property as conveyed to C.R. Cunningham by deed of record in Deed Book 10-J, page 351. Register's Office for Van Buren County, Tennessee.

Beginning on a hickory and black gum pointers, H. C. Measles S. W. Corner; thence west variation 3 deg. with Dry Fork Coal and Timber Corporation line 38 poles to a dogwood, sourwood and sassafras pointers, J. T. Haston's corner; thence N7E with J. T. Haston's line 84 poles to a water oak on the east bank of Millstone creek, with chestnut oak pointers; thence N45E variations 3 deg. 52 poles to a hornbeam, white oak and hickory pointers; thence south with variation 3 deg. with Measles line 129 poles to the beginning, containing 24 acres more or less, and being the land conveyed to T. W. Keyt by Jim Madewell and wife by deed recorded in Deed Book 10-J, page 351.

Being the same property as conveyed to C.R. Cunningham by deed of record in Deed Book 10-J, page 366. Register's Office for Van Buren County, Tennessee.

Beginning on two poplars, dogwood and double maple standing on the Bank of Cane Creek (J.K. Simmons corner) J.A. Walker's corner; thence South 40 deg. West with said line 76½ poles to a beech corner (J.K. Simmons corner); thence North 50 deg. West with said line 160 poles to a maple and maple pointers; thence South 128 poles to a rock, chestnut and dogwood pointers in the Billingsley South line; thence East with said line 113 poles to a beech and dogwood pointers; thence South with said line 26½ poles to a dogwood and beech; thence East with said line 142 poles to a poplar; thence North 20 poles to a beech and Spruce pine on the bank of Cane Creek; thence Northwardly with the various meanders of said creek 126 poles to the beginning, containing 120 acres, more or less, which deed is of record in Deed Book 10-J, page 366.

Being the same property as conveyed to C.R. Cunningham by deed of record in Deed Book 14-N, page 552. Register's Office for Van Buren County, Tennessee.

Beginning on a white oak and stone, a corner with C. R. Cunningham and the southeast corner of the Peggy Groves property; thence N 82 deg. 30' W 1,580 feet to a hickory corner, a corner with C. R. Cunningham; thence N 02 deg. 30' E 340 feet to a maple corner, a corner with C. R. Cunningham; thence S 22 deg. 42' E 1,982.4 feet to a pine and stone corner, a corner with C. R. Cunningham; thence S 03 deg. 00' W 347 feet to the beginning corner, containing 15.57 acres, more or less.

Being the same property as conveyed to C.R. Cunningham by deed of record in Warranty Deed Book 27-W, page 646. Register's Office for Van Buren County, Tennessee.

EXHIBIT A

Map 013-009.00

Property located in the second civil district of Van Buren County, Tennessee and described as follows:

Located in Second Civil District of Van Buren County, Tennessee, beginning on a stake, a corner of a 10-acre tract; running thence S87E 306 poles to a stone, Dry Fork Co's corner; thence N3E 106½ poles to a post oak; thence S87E 112 poles to a stone on top of mountain, Dry Fork Co's corner; thence N. 135½ poles to a stone in Will Mills' line; thence N88 W 86 poles to a stone Mills' corner; thence N2¼E 76½ poles to a poplar; thence N87W 44 poles to a poplar, Will Mitchell's corner; thence N23W 63½ poles to a cedar stake in side of road, Will Mitchell's corner; thence N32½W 52 poles to a cedar stake, Will Mitchell's corner; thence N88W to a cedar stake, Will Mitchell's corner; thence N2¼E 36-2/5 poles to a large White Oak, Aaron Mitchell's corner in Will Mitchell's line; thence N38¼W 118 poles to a cedar stake, Aaron Mitchell's corner; thence N2E, passing Aaron Mitchell's and Chas. Brymer's corner at 37-4/5 poles, and continuing with Brymer's line, in all 89 poles to a cedar stake, Chas Brymer's and Lee Vance's corner; thence N87W 83½ poles to a large poplar, Lee Vance's and Chas. Hollingsworth's corner; thence with Hollingsworth's line S3W 82 poles to a stake in Lee Miller's field; thence S3W 58 poles to 3 lynas, Lee Miller's corner; thence east 4 poles to S.W. corner of the Jeff Shockley's 100-acre tract; thence S70E 40 poles to a sassafras; Ben Sparkman's corner; thence N87W 12½ poles to a stake, Ben Sparkman's corner; thence S3W 55 poles to a stake; S48W 16 poles to a stake; S3W 32 poles; S68W 13 poles to a white oak at gourd spring; N30W 20 poles to a stake in Lawson's line; S3W, with Lawson's line 21 poles to a walnut, Lawson's corner; S87E 4 poles to a spanish oak; S3W 50 poles to a sugar tree, Lawson's corner; N87W 62 poles to a stake, the S.W. corner of Lawson's 33-acre tract; N3E 20½ poles to an elm, Lawson's corner; N60W 8 poles to a stone, in a hollow, Bill Duke's and Lawson's corner; S60W 8 poles to a stake in Bill Duke's and John Banker's corner; S5E 5 poles to a large poplar on top of bluff, Banker's corner; S21W 23 poles to a sugar tree standing by old road; S10W 7-4/5 poles to a sugar tree; S25W 40 poles to a stone, Banker's corner; S9E 55 poles to a stake with 2 sugar tree pointers in Stoney Point road at top of mountain, Banker's corner; S20E 73 poles to a gum tree on E. side of road, Tytus Sullivan's corner in Banker's line; S87E 32 poles to a stake at top of bluff; S55E with top of bluff, 45 poles to a stake, Sullivan's corner' S3W 72 poles to the beginning, as surveyed by Henry Moore, County Surveyor of White County on August 20, 1953, by order of the Chancery Court of Van Buren County, Tennessee, said survey, together with a plat is filed in the Chancery Court in the case of Ida Lawson, et al, vs. G. B. Shockley, et al, and was conveyed to Harvey Yates by said G. B. Shockley by will which is of record in the Clerk's Office at Spencer, Tennessee, and contains 1128 acres, more or less, according to said survey.

Being a portion of the property conveyed to C.R. Cunningham by deed of record in Deed Book 15-0, page 309, Register's Office for Van Buren County, TN.

Beginning at a fence corner in an old fence line, the same being the northeast Corner of Clifford Cook in the line of the old Benjamin Sparkman home place tract; thence running in an eastern direction with the old fence line, the same being the dividing line heretofore agreed upon in the oral partition between Rogers W. Sparkman and H.C. Shockley et al, to a point where said fence line intersects the west line of Lex Hillis; thence running in a southern direction with Lex Hillis' west line to a fence corner; thence in an eastern direction with the Hillis line to a fence corner, the same being the common corner of C.R. Cunningham, Lex Hillis and H.C. Shockley et al; thence running in a southern direction with the west line of C.R. Cunningham to a corner in the H.C. Shockley tract and the C.R. Cunningham tract; thence in a western direction with the C.R. Cunningham tract of land to a point where said line intersects the east line of Clifford Cook; thence in a northern direction with the line of Cook to the point of beginning, containing 70 acres, more or less.

Being the same property as conveyed to C.R. Cunningham and Herman Frasier by deed of Record in Deed Book 17-Q, page 32, Register's Office for Van Buren County, Tennessee.

BEGINNING at a 14 inch diameter Poplar in the centerline of a creek; thence, South 22 degrees, 42 minutes, 19 seconds East 333.07 feet to a driven railroad rail; thence, South 56 degrees, 37 minutes, 30 seconds West 53.80 feet to a point in the center of the creek; thence, North 23 degrees, 38 minutes, 02 seconds West 132.59 feet to a point in the center of the creek; thence, North 13-degrees, 25 minutes, 53 seconds West 149.05 feet to a point in the center of the creek; thence, North 3 degrees, 21 minutes, 56 seconds East 70.53 feet to the BEGINNING, containing 0.33 acres as surveyed by William S. Williford, RLS No. 1689, on September 15, 1998.

Being the same property as conveyed to C.R. Cunningham by deed of Record in Warranty Book 11, page 417, Register's Office for Van Buren County, Tennessee.

BEGINNING at a stake on the east side of the Sparkman Town Road, said stake being Herbert Simmons' Southeast corner; thence running in an Eastern direction with the South line of Herbert Simmons, leaving Herbert Simmons and continuing in an Eastern direction with the South line of Lex Hillis to a fence corner, same being the Northeast corner of the tract of land herein conveyed; thence in a Southern direction and with the West line of Lex Hillis to a point where an old fence line intersects the West line of said Hillis, the same being the Southeast corner of the within described land and the Northwest corner of the land formerly owned by Raymond Shockley and H.C. Shockley and being the Eastern most point of the partition line between the properties; thence in a Western direction with the North line of Raymond Shockley and H.C. Shockley and passing their Northwest corner and continuing with the North line of Clifford Cook to a stake in the East margin of Sparkman Town Road; thence in a Northern direction with the East line of the Sparkman Town Road to the BEGINNING, containing approximately 42 acres, more or less, however, there is included in this conveyance and for the purpose of perfecting title that 7 acre tract of land heretofore conveyed by Rogers W. Sparkman to Clifford Cook et ux.

Being the same property as conveyed to C.R. Cunningham and Norman Teeter by deed of record in 27-F, page 191, Register's Office for Van Buren County, Tennessee.

Bounded on the North by the tract of land whereon Charley Hollingsworth and wife, live, known as the Blevens tract; on the East by G. B. Shockley; on the South by Ben Sparkman (colored); on the West by Ben Sparkman (colored) containing 52 acres more or less.

Being the same property as conveyed to C.R. Cunningham by deed of record in Warranty Deed Book 1, page 553, Register's Office for Van Buren County, Tennessee.

BK/PG: RB67/758-792

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35 PGS	AL - CONSERVATION EASEMENT
APRIL BATCH 12996	10/03/2012 - 01:46:38 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	175.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	177.00

STATE OF TENNESSEE, VAN BUREN COUNTY
APRIL SHOCKLEY
 REGISTER OF DEEDS