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**CONSERVATION EASEMENT**

2<sup>ND</sup> **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 Sharpshale 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.



