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THIS INSTRUMENT WAS PREPARED BY:

S. Madison Roberts, IV  
Stites & Harbison PLLC  
604 West Main Street  
Franklin, Tennessee 37064

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**FIRST AMENDMENT TO CONSERVATION EASEMENT**

THIS FIRST AMENDMENT TO CONSERVATION EASEMENT (this "Amendment") is made and entered into to be effective on this 26 day of May, 2022, by and between **CALVIN LEHEW and wife, MARILYN LEHEW** (collectively "Grantor") and **THE LAND TRUST FOR TENNESSEE, INC.**, a Tennessee non-profit corporation ("Grantee").

WITNESSETH:

WHEREAS, pursuant to that certain Conservation Easement by and between CALVIN LEHEW and wife, MARILYN LEHEW and THE LAND TRUST FOR TENNESSEE, INC. dated as of December 20, 2007, and recorded in Book 4455, page 904, Register's Office for Williamson County, Tennessee, as corrected by Instrument of Correction dated March 11, 2008, and recorded in Book 4509, page 617, Register's Office for Williamson County, Grantor conveyed a conservation easement (collectively, the "Easement") over certain real property in Williamson County, Tennessee (the "Original Property") as more particularly described in Exhibit A to the Easement; and

WHEREAS, Grantor desires to add additional real property in Williamson County (the "Additional Property"; together with the Original Property, the "Property") to be subject to the restrictions of the Easement; and

WHEREAS, Grantor and Grantee desire to correct typographical mistakes made in the Easement regarding the locations of permitted building areas; and

WHEREAS, Grantor desires to correctly identify the fixed locations of the Primary Homestead Area and the two (2) permitted future building areas using Global Positioning System (GPS) coordinates; and

WHEREAS, Grantor desires the ability to divide the Property into three (3) large tracts, each tract to continue to be subject to the terms of the Easement, such that each tract may be separately conveyed; and

WHEREAS, Grantor and Grantee desire to execute this Amendment to the Easement to subject the Additional Property to the Easement, to correct typographical mistakes in the Easement, and to otherwise amend the Easement, all consistent with and not in detracton of the Conservation Values and restrictions set forth in the Easement; and

WHEREAS, the Easement permits amendments, but only with the written consent of Grantee and Grantor, and any such amendment shall be consistent with the purposes of the Easement, and in compliance with § 170(h) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. The recitals above are incorporated herein by reference. Capitalized terms used herein but not otherwise defined shall have the meaning provided in the Easement.

2. The first recital on page 1 of the Easement is hereby amended to provide that the Property shall consist of approximately two hundred sixty and four tenths (260.4) acres, more or less.

3. The Conservation Values described in the Easement continue to be applicable to the Property as increased by this Amendment, and the protection of the Additional Property as described herein will further enhance the scenic, open space, forest, habitat, and hydrological Conservation Values of the Property. More specifically, the Additional Property added hereby will provide:

(a) An additional twenty-seven and four tenths (27.4) acres of undeveloped open space, thereby providing additional relief from increasing residential and commercial development in Williamson County, a rapidly growing county in Tennessee. The Property is within the Urban Growth Boundary for the City of Franklin, which has seen tremendous growth in the past two (2) decades: Between the time of granting the original Easement and this Amendment, Franklin's population has grown by over forty-two (42%) percent according to US Census Bureau estimates.

(b) An additional five hundred fifty (550) feet of road frontage along Southall Road, bringing the total public road frontage to two thousand five hundred fifty-seven (2,557) feet, thereby increasing the protection of outstanding scenic resources for the public. Passersby on Southall Road enjoy uninterrupted views of the Property's forests, views that are increasingly threatened by nearby development.

(c) An additional twenty-seven and four tenths (27.4) acres of forestland, bringing the total forested area on the Property to approximately two hundred five (205) acres. The Multi-Resolution Land Characteristics Consortium is a group of federal agencies who generate consistent and relevant land cover information at the national scale. The National Land Cover Database (NLCD) is an ongoing modeling production effort within the Consortium that maps land cover and land cover change at a thirty (30) meter resolution, with the most recent dataset from the year 2016. According to NLCD, the forested areas on the property are a combination of deciduous and mixed forests.

(d) Additional land conservation consistent with both private and public programs for conservation and protection of open space. The Property is within ten (10) miles of fifty-eight (58) other private properties subject to conservation easements held by the Grantee, totaling more than five thousand (5,000) nearby protected acres, and

within ten (10) miles of The Natchez Trace Parkway and Scenic Trail, a publicly-protected scenic parkway. Additionally, the Williamson County Comprehensive Land Use Plan, adopted in March 2020, identifies the following as a Natural and Cultural Resources Goal for the County:

Goal 4: Natural and Historic Preservation: Conserve and protect the county's natural environment, open spaces, and historic resources.

4. Section 5 of the Easement is hereby amended and restated in its entirety to read as follows:

Section 5. Notice & Approval; Buildings, Structures, & Other Improvements.

(a) Grantor's Notice and Grantee's Approval.

(1) Grantor shall provide written notice to Grantee before exercising any reserved right which may have an adverse impact on the Conservation Values or be inconsistent with the Conservation Purposes.

(2) If approval from 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. Grantor shall not begin such construction or activity without prior written approval from Grantee.

(3) Grantee may grant approval to Grantor only when Grantee, acting in Grantee's sole discretion and good faith, determines that the proposed action is consistent with the Conservation Purposes. Grantee shall not be liable for any failure to grant 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 approval to the proposed construction or activity shall be deemed not to have been given.

(b) Use, Construction, Maintenance, Repair of Buildings, Structures, and Other Improvements.

(1) 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 expressly permitted by this Section 5 or other provisions of this Easement, is prohibited.

(2) Permitted Structures. The following structures are permitted on the Property and may be used, maintained, repaired, renovated, and/or demolished:

(i) Existing buildings, structures, and improvements in their current locations.

(ii) Residential Structures. As used herein, “**Residential Structures**” are those structures arranged, designed, used, or intended for use as a complete, independent living unit for one (1) person or one (1) family, and which includes permanent provisions for living, sleeping, eating, cooking, and sanitation.

a) Primary Homestead Area. There is currently existing on the Property a Residential Structure located at the GPS coordinates N35.90321, W86.93292 (the “**Main House**”) together with several appurtenant structures as located and described in the Baseline. Grantor reserves the right to establish on the Property an area, no more than ten (10) acres in size, to be located such that it contains the Main House (the “**Primary Homestead Area**”). The Main House may be improved, expanded, and/or replaced, provided however, that the Main House, as expanded or replaced, shall not be located outside of the Primary Homestead Area. Within the Primary Homestead Area, Grantor may construct additional reasonable structures appurtenant to the residential use of the Main House, such as sheds and garages, as well as Recreational Structures and Agricultural Structures, as hereinafter defined. Prior to the construction of any new structures within the Primary Homestead Area, the following conditions must be met:

i. The location of the Primary Homestead Area, and all roads providing access thereto, shall be consistent with the Conservation Purposes and subject to the prior approval of Grantee, in accordance with Section 5(a) of this Easement; and

ii. After the location is approved by Grantee, Grantor shall cause the Primary Homestead Area’s exact and final boundaries to be delineated, staked, and surveyed by a registered land surveyor; and

iii. An addendum to this Easement shall be executed in a form acceptable to Grantee which addendum shall define the location of such Primary Homestead Area by a metes and bounds survey description.

b) Future Homestead Area A. Grantor reserves the right to establish on the Property an area, no more than one (1) acre in size, such that is contains the GPS coordinates N35.90390, W86.93502 (“**Future Homestead Area A**”). Grantor reserves the

right to construct one (1) Residential Structure (“**Residence A**”) within Future Homestead Area A. Once constructed, Residence A may be used, maintained, repaired, improved, expanded, and/or replaced, provided however, that Residence A as expanded or replaced shall not be located outside of Future Homestead Area A. Within Future Homestead Area A, Grantor may also construct reasonable structures appurtenant to the residential use of Residence A, such as sheds and garages, as well as Recreational Structures and Agricultural Structures as hereinafter defined. Prior to the construction of any structures within Future Homestead Area A, the following conditions must be met:

i. The location of Future Homestead Area A, and all roads providing access thereto, shall be consistent with the Conservation Purposes and subject to the prior approval of Grantee, in accordance with Section 5(a) of this Easement; and

ii. After the location is approved by Grantee, Grantor shall cause Future Homestead Area A’s exact and final boundaries to be delineated, staked, and surveyed by a registered land surveyor; and

iii. An addendum to this Easement shall be executed in a form acceptable to Grantee which addendum shall define the location of such Future Homestead Area A by a metes and bounds survey description.

c) Future Homestead Area B. Grantor reserves the right to establish on the Property an area, up to one (1) acre in size, such that it contains the GPS coordinates N35.89964, W86.93395 (“**Future Homestead Area B**”). Grantor reserves the right to construct one (1) Residential Structure (“**Residence B**”) within Future Homestead Area B. Once constructed, Residence B may be used, maintained, repaired, improved, expanded, and/or replaced, provided however, that Residence B as expanded or replaced shall not be located outside of Future Homestead Area B. Within Future Homestead Area B, Grantor may also construct reasonable structures appurtenant to the residential use of Residence B, such as sheds and garages, as well as Recreational Structures and Agricultural Structures as hereinafter defined. Prior to the construction of any structures within Future Homestead Area B, the following conditions must be met:

i. The location of Future Homestead Area B, and all roads providing access thereto, shall be consistent with the Conservation Purposes and subject to the prior approval of Grantee, in accordance with Section 5(a) of this Easement; and

ii. After the location is approved by Grantee, Grantor shall cause Future Homestead Area B's exact and final boundaries to be delineated, staked, and surveyed by a registered land surveyor; and

iii. An addendum to this Easement shall be executed in a form acceptable to Grantee which addendum shall define the location of such Future Homestead Area B by a metes and bounds survey description.

(iii) Agricultural Structures. As used herein, "**Agricultural Structures**" are those structures used, or to be used, primarily for agricultural purposes and limited in use to the care, storage, processing or sale of livestock or other farm products predominantly raised or grown on the Property and the storage of material and equipment used or useful for such purposes and for other purposes related to the permitted use of the Property. Agricultural Structures include, but are not limited to, hay, straw, and tobacco barns, grain bins, seed cleaning, packaging, and/or storage facilities, animal holding/working facilities, fertilizer and fuel storage, equipment storage buildings, greenhouses, hoop houses, etc. Agricultural Structures are permitted on the Property subject to the following:

a) New Agricultural Structures may be used, constructed, located, maintained, repaired, improved, and/or demolished within the Primary Homestead Area once established by survey, Future Homestead Area A once established by survey, or Future Homestead Area B once established by survey (collectively, "**Established Homestead Areas**") without further approval of Grantee.

b) New Agricultural Structures may be used, constructed, located, maintained, repaired, improved, and/or demolished on the Property outside of Established Homestead Areas only with the prior written approval of Grantee, in accordance with Section 5(a) of this Easement.

(iv) Recreational Structures. As used herein, "**Recreational Structures**" are those structures used, or to be used, by the Grantor and Grantor's guests for the passive recreational enjoyment of the scenic beauty or natural resources of the Property. Recreational Structures include, but are not limited to, picnic shelters, swings, benches, gazebos, barbecue pits, grills, hunting blinds, fishing docks, sheds, and other improvements related to the permitted low-impact, lawful recreational uses as described in Section 13 of this Easement. Paved airstrips, golf courses, and athletic fields are not Recreational Structures, as defined herein, and are strictly prohibited on the Property. Recreational Structures are permitted on the Property subject to the following:

a) New Recreational Structures may be used, constructed, located, maintained, repaired, improved, and/or demolished within Established Homestead Areas without further approval from Grantee.

b) New Recreational Structures may be used, constructed, located, maintained, repaired, improved, and/or demolished outside of Established Homestead Areas, provided, however, that new Recreational Structures that require a concrete, cement, or other type of foundation for their construction, installation, or erection shall require the prior written approval of Grantee, in accordance with Section 5(a) of this Easement

(v) Energy Production Facilities. The establishment on the Property of alternative energy sources, including without limitation structures, improvements, and/or equipment for the generation of solar power, wind power, geothermal power, or hydroelectric power (collectively, “**Energy Production Facilities**”), is permitted subject to the following:

a) New Energy Production Facilities may be constructed, located, used, maintained, repaired, and/or demolished within Established Homestead Areas. Roof-top solar arrays, used to generate energy for private use on the Property, may also be constructed on any structure permitted by other provisions of this Easement without further approval of Grantee.

b) No Energy Production Facility, or housings, wires, conduits, or other equipment servicing such Energy Production Facility, shall be inconsistent with the Conservation Purposes. The construction or installation of any new Energy Production Facility, other than roof-top solar arrays described above, is subject to the prior written approval of Grantee, in accordance with Section 5(a) of this Easement. As part of the approval request process, Grantor must provide a plan that describes the siting, height, impact, location of structures and distribution facilities, and other information required by Grantee.

c) All energy production plans, construction and distribution contracts, and other agreements must be made expressly subordinate to this Easement.

(vi) Temporary Structures. As used herein, a “**Temporary Structure**” is any nonpermanent structure that will remain on the Property for more than fourteen (14) days and is not a Residential Structure, Agricultural Structure, Recreational Structure, nor Energy Production Facility as defined herein. Temporary structures are prohibited on the Property.

(3) Minor Improvements and Fences. Minor improvements, such as mailboxes, entrance gates and posts, drainage ditches, culverts, hydrants, water troughs, and birdfeeders may be placed and used on the Property. 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 approval of Grantee.

5. Section 11 of the Easement hereby amended and restated in its entirety to read as follows:

11. Roads. No public roads shall be constructed on the Property; however, private roads may hereafter be constructed, used, and maintained on the Property as necessary for permitted agricultural operations on the Property (such as the loading and unloading of grain, supplies, livestock, etc.) or to provide access to permitted structures. Existing roads on the Property may continue to be used and maintained consistent with the current condition thereof as documented in the Baseline. Roads hereafter constructed on the Property shall be graveled or consist of other permeable surfaces and shall require prior written approval from Grantee in accordance with Section 5(a) of this Easement. Notwithstanding the foregoing, roads may be paved or concreted within Established Homestead Areas, and in limited places where necessary for access reasons (e.g., where required due to a steep slope or a waterway crossing) subject to the prior written approval of Grantee in accordance with Section 5(a) of this Easement.

6. Section 14 of the Easement is hereby amended and restated in its entirety to read as follows:

14. Subdivision.

(a) Regardless of whether the Property is currently composed of one (1) or more contiguous or noncontiguous parcels for purposes of taxation, or otherwise, the Property shall be considered as one (1) 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 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 as a whole, and the provisions of this Easement shall continue to encumber the Property. Nothing in this Section shall be construed to prohibit the leasing of the Property, subject to the restrictions of this Easement.

(b) Notwithstanding the foregoing, Grantor may, with prior notice to Grantee, subdivide the Property into no more than three (3) separate parcels so



long as each of the parcels is no less than fifty (50) acres in size, and may separately convey each resulting parcel, subject to the provisions of this Easement. Each resulting parcel must contain one (1) of the following Homestead Areas provided for in Section 5(b)(2)(ii): the Primary Homestead Area, Future Homestead Area A, or Future Homestead Area B. Any such subdivision must be consistent with and not in detract of the Conservation Values and restrictions set forth in this Easement. In the event of a permitted subdivision of the Property, the Grantor at the time of the subdivision of the Property must determine which of any remaining permitted reserved rights provided for in this Easement including, but not limited to, any remaining subdivision rights under this Section 14(b), will be assigned to the resulting parcels. Following a subdivision of the Property, an addendum to this Easement may be executed in a form acceptable to Grantee which addendum shall describe the resulting parcels and the allocation of any remaining reserved rights.

7. Section 19 of the Easement is hereby amended and restated in its entirety to read as follows:

19. Enforcement.

(a) Grantee shall have the right to prevent and correct violations of the terms of this Easement pursuant to the terms of this Section 19. Grantee may enter the Property for the purpose of inspecting for violations or for compliance with the terms of this Easement, provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property that is consistent with the Conservation Purposes. For the purposes of such entry, Grantor shall provide Grantee with sufficient access to the Property to enable Grantee to perform its duties under this Easement, including, without limitation, granting to Grantee a non-exclusive right of ingress and egress through any existing easements that currently benefit, or that may in the future benefit, the Property, regardless of whether any such easements may explicitly appear in the legal description attached hereto as Exhibit A. If at any time Grantee finds what it believes is a violation, it may at its discretion take appropriate legal action.

(b) Except when an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values, Grantee shall give Grantor written notice in accordance with Section 26 of this Easement of the violation and thirty (30) days to correct such violation, before filing any legal action. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, Grantee may pursue its remedies under this Section 19 without prior notice to Grantor or without waiting for the period provided for the cure to expire. In such case, Grantee shall use reasonable efforts to notify Grantor of such circumstances and proposed

action, but the failure to provide such notice shall not limit Grantee's rights under this Section 19.

(c) Grantee may seek injunctive relief to temporarily or permanently enjoin any violation of this Easement. A court may also issue an injunction requiring Grantor to restore the Property to its condition on the Effective Date, except for changes in the Property that have occurred since that date that are consistent with the provisions of this Easement.

(d) 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: (i) monetary damages, including damages for the loss of the Conservation Values; (ii) restoration of the Property to its condition on the Effective Date, except for changes in the Property that have occurred since that date that are consistent with the provisions of this Easement, including the removal of offending structures; and (iii) any other remedies available at law or in equity. Said remedies shall be cumulative.

(e) All fees and costs incurred by Grantee in administration, including, without limitation, investigation, interpretation, negotiation, mediation, settlement or suit, of any dispute regarding this Easement, including without limitation, all fees, costs and expenses of investigation, interpretation, dispute management, negotiation, mediation, settlement or suit and attorneys', experts' and consultants' fees, staff time and any fees and costs of restoration, remediation or other damage correction necessitated by any such action shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in full in a judicial enforcement action, each party shall bear its own costs. If Grantee prevails in part, then Grantor shall be responsible for all fees and costs of both parties as set forth above. Grantor expressly agrees that Grantee shall have, is hereby granted, and shall be entitled to record a lien against the Property for any unpaid fees and costs incurred by Grantee as described herein, which lien shall be subordinate to this Easement.

(f) 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. 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.

(g) Grantor expressly authorizes Grantee to enforce this Easement and the restrictions and obligations set forth herein in the manner described above. 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

8. Section 26 of the Easement is hereby amended to include the correct address of Grantee for any notices required by this Easement:

Grantee: The Land Trust for Tennessee, Inc.  
P.O. Box 41027  
Nashville, TN 37204

With a copy to: Stites & Harbison PLLC  
401 Commerce Street, Suite 800  
Nashville, TN 37219  
Attention: S. Madison Roberts IV

9. Section 32 is hereby added to the Easement:

32. No Merger. The doctrine of merger will not operate to extinguish this Easement if the Easement and the Property become vested in the same party, as the parties hereto intend for the terms of this Easement to apply in perpetuity. If, despite this intent, the doctrine of merger applies to extinguish this Easement, then, unless Grantor and Grantee otherwise agree in writing, a replacement conservation easement containing the same protections embodied in this Easement will be recorded against the Property.

10. Exhibit A of Easement is hereby amended and restated in its entirety as shown on Exhibit A, attached hereto.

11. Grantor hereby donates, grants, remises, releases and forever quitclaims to Grantee, its successors and assigns, and Grantee accepts, a conservation easement on the Property as described in this Amendment, 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 the 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 the 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 the Easement

12. This Amendment shall be effective upon recordation in the Register's Office for Williamson County, Tennessee. Except as modified herein, the Easement shall remain unmodified and in full force and effect.

13. This Amendment shall be governed by the laws of the State of Tennessee.

14. By entering into this Amendment, Grantor represents and warrants that they have reviewed with their own tax advisors the potential tax consequences of the modifications to the

Easement contained herein, and they are relying solely on such advisors and not on any statements or representations of the Grantee or any of its agents.

**[COUNTERPART SIGNATURE PAGES TO FOLLOW]**

**FIRST AMENDMENT TO CONSERVATION EASEMENT  
COUNTERPART EXECUTION PAGE**

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

**GRANTOR:**

  
CALVIN LEHEW

  
MARILYN LEHEW

STATE OF TENNESSEE )

COUNTY OF Williamson )

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

Witness my hand and seal, at Office in Franklin, Tennessee, this 26 day of May, 2022.

  
Notary Public

My Commission Expires: 7-7-2025



STATE OF TENNESSEE

COUNTY OF Williamson )

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

Witness my hand and seal, at Office in Franklin, Tennessee, this 26 day of May, 2022.

  
Notary Public

My Commission Expires: 7-7-2025



**FIRST AMENDMENT TO CONSERVATION EASEMENT  
COUNTERPART EXECUTION PAGE**

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

**GRANTEE:**

THE LAND TRUST FOR TENNESSEE,  
INC., a Tennessee not-for-profit corporation

By: [Signature]

Print Name: Elizabeth E. McLaurin

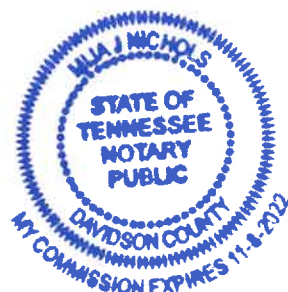
Title: President & CEO

STATE OF TENNESSEE )

COUNTY OF Davidson )

Before me, Mija J. Nichols, a Notary Public of said County and State, personally appeared Elizabeth E. McLaurin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be President & CEO (or other officer authorized to execute the instrument) of THE LAND TRUST FOR TENNESSEE, INC., the within named bargainor, a Tennessee not-for-profit corporation, and that she as such President & CEO executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation by her self as President & CEO.

Witness my hand and seal, at Office in Nashville, TN, Tennessee this 25 day of May, 2022.



[Signature]  
Notary Public  
My Commission Expires: 11/8/2022

## **EXHIBIT A**

### **DESCRIPTION OF PROPERTY**

Original Property:

**Parcel 1:**

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

seconds East 221.42 feet to an iron rod (new) at an elm stump; Thence, with said JJB Partners, L.P. southerly boundary line, as follows: South 84 degrees 03 minutes 15 seconds East 974.24 feet to an iron rod ( old), South 81 degrees 46 minutes 20 seconds East 431.53 feet to an iron rod ( old), South 76 degrees 09 minutes 20 seconds East 208.03 feet to and iron rod (new), North 2 degrees 36 minutes 19 seconds East 153.28 feet to an iron rod (old), North 7 degrees 41 minutes 59 seconds West 139.22 feet to an iron rod (old), North 6 degrees 02 minutes 06 seconds East 224.24 feet to an iron rod (new), North 75 degrees 24 minutes 05 seconds East 138.78 feet to an iron rod (new), South 37 degrees 09 minutes 49 seconds East 53.77 feet to an iron rod (new), South 25 degrees 56 minutes 30 seconds East 153.09 feet to an iron rod (new), South 56 degrees 22 minutes 00 seconds East 84.26 feet to an iron rod (new), South 78 degrees 00 minutes 40 seconds East 73.34 feet to an iron rod (new), North 84 degrees 48 minutes 53 seconds East 325.28 feet to an Iron rod (old); Thence, with the westerly boundary line of the LCT, L.P., property, of record in Deed Book 1411, page 927 in said Register's Office, as follows: South 38 degrees 14 minutes 37 seconds West 1418.02 feet to an iron rod (old), South 9 degrees 30 minutes 02 seconds West 697 .40 feet to an iron rod ( old); Thence, with the boundary line of the Earline H. Sparlanan et al property, of record in Deed book 2636, page 633 in said Register's Office, as follows: South 63 degrees 37 minutes 04 seconds West 585.91 feet to an iron pipe (new), South 57 degrees 41 minutes 29 seconds West 103.47 feet to an iron rod (old); Thence, with the boundary line of the Oscar L. Hughes et ux property, of record in Deed Book 255 page 609 in said Register's Office, as follows: South 44 degrees 54 minutes 43 seconds West 185.27 feet to (In iron rod (new), South 38 degrees 28 minutes 09 seconds West 137.94 feet to an iron rod (new), South 35 degrees 10 minutes 11 seconds West 213.59 feet to an iron rod (new), South 32 degrees 04 minutes 54 seconds West 110.44 feet to an Iron rod (new), South 44 degrees 33 minutes 46 seconds West 123.73 feet to an iron rod (new), South 47 degrees 50 minutes 14 seconds West 124.22 feet to an iron rod (new), South 44 degrees 10 minutes 22 seconds West 114.37 feet to an iron rod (new), South 41 degrees 57 minutes 08 seconds West 69.07 feet to an iron rod (new), South 36 degrees 10 minutes 32 seconds West 115.40 feet to an iron rod (new); Thence, with the boundary line of the Hazel R. More property, of record in Deed Book 1988, page 585 in said Register's Office, South 32 degrees 37 minutes 42 seconds West 164.63 feet to an iron pipe (old); Thence, with the boundary line of the James A. Adams property, of record in Deed Book 784 page 810 in said Register's Office, North 86 degrees 24 minutes 42 seconds West 134.59 feet to an metal fence post (old); Thence, with the boundary line of the Carter D. Canada et ux property, of record in Deed Book 270 page 835 in said Register's Office, North 86 degrees 40 minutes 53 seconds West 618.83 feet to a concrete monument (old); Thence, with the boundary line of the Harold E. Givens et ux property, of record in Deed Book 143, 277 in said Register's Office, as follows: South 53 degrees 42 minutes 00 seconds West 31.65 feet to an iron rod (new), North 81 degrees of minutes 18 seconds West 33.08 feet to a point in the west side of a drain, South 58 degrees 55 minutes 48 seconds West, passing through a witness iron rod (new) on the west bank of said drain and continuing for a total distance of 112.08 feet to an iron rod (new), North 52 degrees 54 minutes 42 seconds West 133.21 feet to an iron rod (new); Thence, with the boundary line of the Lloyd D. Smithson et ux property, of record in Deed Book 143, page 345 in said Register's Office, as follows: North 48 degrees 32 minutes 24 seconds West 77.46 feet to an iron rod (new), North 35 degrees 02 minutes 40 seconds West 278.64 feet to a fence comer; Thence, with the boundary line of the Charles M. Poteete, Jr. et ux property, of record in Deed book 303, page 687 in said Register's Office, as follows: North 36 degrees 18 minutes 00 seconds West 172.14 feet and iron rod (new), North 45 degrees 31 minutes 29



seconds West 46.50 feet to an iron rod (new); Thence, with the boundary line of the Polly Claire Poteete et vir property, of record In Deed Book, 334 page 898 in said Register's Office, as follows: North 60 degrees 00 minutes 18 seconds West 28.23 feet to an iron rod (new), North 4 degrees 24 minutes 32 seconds East 25.24 feet to an iron rod (new); Thence, with the boundary line of the Catherine Brown Life Estate property, of record in Deed Book 130, page 500 in said Register's Office, as follows: North 22 degrees 01 minute 35 seconds East 184.30 feet to a large red oak tree, North 22 degrees 41 minutes 36 seconds West 133.70 feet to a large twin red oak tree, North 68 degrees 44 minutes 50 seconds West 123.44 feet to an iron rod (new) in the old road bed of Blazer Road; Thence, with said road bed, as follows: North 20 degrees 52 minutes 21 seconds East 18.92 feet to an iron rod (new), North 3 degrees 52 minutes 20 seconds East 100.00 feet to an iron rod (new), North 13 degrees 00 minutes 41 seconds West, passing through a witness iron rod (new) on said easterly right-of-way of Blazer Road at 38.07 feet and continuing for a total distance of 116.57 feet to the centerline of Blazer Road; Thence, with said centerline, North 8 degrees 43 minutes 08 seconds West 176.53 feet to the beginning of a curve in said centerline concave to the west and having a radius of 477.77 feet; Thence, with said curve, northwesterly an arc distance of 82.80 feet through a central angle of 9 degrees 15 minutes 48 seconds to the point of tangency; Thence, leaving said centerline and severing the Frances Hughes Family Partnership, L.P. property, of record in Deed Book 1567, page 570 in said Register's Office, with a new line, as follows: North 24 degrees 51 minutes 58 seconds East, passing through a witness iron rod (new) on said easterly right-of-way of Blazer Road at 21.79 feet and continuing for a total distance of 94.67 feet to an iron rod (new), South 82 degrees 54 minutes 55 seconds East 279.19 feet to an iron rod (new), North 24 degrees 16 minutes 54 seconds West 515.23 feet to an iron rod (new), South 76 degrees 08 minutes 09 seconds West 315.82 feet to a point in said centerline of Blazer Road, having passed through a witness iron rod (new) on said easterly right-of-way of Blazer Road 16.18 feet from said point; Thence, with said centerline, North 35 degrees 50 minutes 12 seconds West 270.06 feet; Thence, leaving said centerline with the boundary line of the Rodger Moore property, of record in Deed Book 3303 page 668 in said Register's Office, North 54 degrees 09 minutes 48 seconds East, passing through a witness iron rod (new) on said easterly right-of-way of Blazer Road at 15.00 feet and continuing for a total distance of 254.39 feet to an iron rod (new); Thence, continuing with said Moore's boundary line, as follows: North 25 degrees 01 minute 11 seconds West 203.10 feet to and iron rod (new), North 44 degrees 23 minutes 51 seconds West 41.45 feet to an iron rod (new), South 45 degrees 18 minutes 06 seconds West 289.80 feet to a point in said centerline of Blazer Road, having passed through a witness iron rod (new) on said easterly right-of-way of Blazer Road 15.18 feet from said point; Thence, with said centerline, North 35 degrees 50 minutes 12 seconds West 302.44 feet to the beginning of a curve in said centerline concave to the northeast and having radius of 359.10 feet; Thence, with said curve, northwesterly an arc distance of 34.40 feet through a central angle of 5 degrees 29 minutes 19 seconds to the beginning containing 231.73 acres.

Parcel 2:

Beginning at the intersection of the centerline of Blazer Road with the easterly boundary line of the Harry H. Hughes et ux property, of record in Deed Book 114, page 521 in the Register's Office of Williamson County, Tennessee: Thence, with a curve in said centerline concave to the northeast and having a radius of 359.10 feet, northwesterly an arc distance of 82.69 feet through a central angle of 13 degrees 11 minutes 38 seconds (chord: North 23 degrees 45 minutes 04

seconds West 82.51 feet) to the point of tangency; Thence, with said centerline, North 17 degrees 09 minutes 15 seconds West 118.26 feet to the beginning of a curve in said centerline concave to the southwest and having a radius of 1155.64 feet; Thence, with said curve, northwesterly an arc distance of 170.54 feet through a central angle of 8 degrees 27 minutes 19 seconds to the point of tangency; Thence, with said centerline, North 25 degrees 36 minutes 34 seconds West 164.85 feet; Thence, leaving said centerline with said Hughes' northerly boundary line, South 85 degrees 11 minutes 10 seconds East, passing through a witness iron rod (new) at 17.40 feet, and continuing for a total distance of 156.93 feet to an iron rod (new); Thence, continuing with said northerly boundary line, South 79 degrees 28 minutes 43 seconds East 104.03 feet to an iron rod (new); Thence, with said Hughes easterly boundary line, South 7 degrees 01 minutes 47 seconds West 467.18 feet to the beginning, having passed through a witness iron rod (new) on the assumed easterly right-of-way (15 feet from the centerline) of Blazer Road at 27.70 feet from said point of beginning, containing 1.35 acres.

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

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

#### Additional Property:

##### Parcel 1

Tract No. One: Beginning at an iron pin in the north margin of Old State Route 96, said point being the southwest corner of Tract No. 4; thence along the margin of said Highway N. 69 deg 04 min 03 sec W. 200.00 feet to an iron pin, the southeast corner of Tract No. 6; thence with Tract No. 6 N 30 deg 55 min 57 sec E. 1203.82 feet to an iron pin in the northeast corner of Tract No. 4; thence with Tract No. 2, S. 68 deg 31 min 16 sec. E 200.00 feet to an iron pin the northwest corner of Tract No. 4; thence with Tract No. 4, S. 30 deg 55 min 57 sec W. 1201.91 feet to the beginning, containing 5.52 acres by survey of Richardson-Mon-is Co., 7 September, 1972, and being Tract No. 5.

Tract No. Two: Beginning at an iron pin in the north margin of Old State Route 96, the southwest corner of Tract No. 5; thence with the north margin of said Highway N. 69 deg 04 min 03 sec W. 110.19 feet to an iron pin; thence with same N. 61 deg 46 min 25 sec. W. 89.81 feet to an iron pin the southeast corner of Tract No. 7; thence with Tract No. 7 N. 30 deg 55 min 57 sec. E. 1209.98 feet to an iron pin; thence with Tract No. 2, S. 58 deg, 31 min, 16 sec E. 199.91 feet to an iron pin the northwest corner of Tract No. 5; thence with Tract No. 5 S. 30 deg 55 min 57 sec W. 1203.82 feet to the beginning, containing 5.35 acres by survey of Richardson-Morris Co., 7 September, 1972, and being Tract No. 6.

Tract No. Three: Beginning at an iron pin in the north margin of Old State Route 96, the southwest corner of Tract No. 6; thence with the north margin of said highway N. 61 deg 46 min 25 sec W. 151.65 feet to a corner post, Frank Gower's southeast corner; thence with Gower N 13

deg 21 min 44 sec E. 418.63 feet to a point in the fence; thence with same N 10 deg 27 min 00 sec E. 176.43 feet to a point in the fence; thence with Gower and Hughes N. 3 deg 03 min 10 sec E 150.21 feet to a point in the fence; thence with Hughes . 14 deg, 10 min, 20 sec E 204.22 feet to a point in the fence; thence with same N. 30 deg 18 min 23 sec E. 328.96 feet to an iron pin, a corner with Tract No. 2; thence with Tract No. 2 S. 58 deg 31 min 16 sec E. 472.35 feet to an iron pin, the northwest corner of Tract No. 6; thence with Tract No. 6 S. 30 deg 55 min 57 sec W. 1209.98 feet to the beginning, containing 10.30 acres by survey of Richardson-Morris Co., 7 September, 1972, and being Tract No. 7.

Included in the above referenced legal description but specifically excluded therefrom in the following property conveyed to Daniel Peterson by deed of record in Book 4722, page 208, Register's Office, Williamson County, Tennessee:

A tract of land in the Fifth Civil District of Williamson County, Tennessee, being more particularly described according to a survey dated January 20, 2009 as prepared by Billy Carl Tomlin & Associates, R.L.S. number 383, 1931 Lewisburg Pike, Franklin, Tennessee 37064, as follows:

Beginning at a an iron pin set on the westerly boundary of the Eunice Davis property as of record in Book 250, page 552, Register's Office for Williamson County, Tennessee, that is North 30 degrees 56 minutes 28 seconds East, a distance of 607.83 feet along the common boundary of Davis and Lehew, from an iron pin found on the northerly margin of Southall Road, said point of beginning being the southeast corner of the herein described land; thence, with five new courses and distances severing the lands of Lehew as follows: North 26 degrees 35 minutes 00 seconds West, a distance of 186.59 feet to an iron pin set; thence, North 29 degrees 53 minutes 38 seconds West, a distance of 164.40 feet to an iron pin set; thence, North 08 degrees 39 minutes 27 seconds West, a distance of 227.81 feet to an iron pin set; thence, North 07 degrees 36 minutes 29 seconds West, a distance of 132.95 feet to an iron pin set; thence, North 03 degrees 24 minutes 50 seconds East, a distance of 157.95 feet to an iron pin set on the southerly boundary of Lot Two, Southall Heights, as shown in Plat Book PS0, page 37, Register's Office for Williamson County, Tennessee; thence, with the southerly boundary of Lot Two, Southall Heights, as follows: South 58 degrees 29 minutes 17 seconds East, a distance of 203.16 feet to an existing iron pin; thence, South 58 degrees 32 minutes 12 seconds East, a distance of 198.87 feet to an existing iron pin; thence, South 58 degrees 29 minutes 52 seconds East, a distance of 200.02 feet to an iron pin found at Eunice Davis' northwest corner; thence, with the westerly boundary of the Davis property, South 30 degrees 56 minutes 28 seconds West, a distance of 594.08 feet to the point of beginning and containing 5.05 acres more or less.


Being part of the same property conveyed to Calvin Lehew and wife, Marilyn Lehew, by deed of record in Book 4553, page 206, Register's Office, Williamson County, Tennessee.

#### Parcel 2

Land in Williamson County, Tennessee, being Lot No. 2 on the Plan of Southall Heights of record in Plat Book 50, page 37 as corrected by Owner's Certificate of Correction of record in Book 4589, page 551, Register's Office Williamson County, Tennessee, and in Plat Book 53,

page 35, said Register's Office, to which plan reference is hereby made for a more complete legal description.

Being the same property conveyed to Calvin Lehew and wife, Marilyn Lehew, by deed of record in Book 5008, page 118, Register's Office, Williamson County, Tennessee.

<b>BK: 9013 PG: 405-424</b>	
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	20 PGS:AL-CONSERVATION EASEMENT
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	<b>05/27/2022 - 01:34:00 PM</b>
	BATCH 879487
	MORTGAGE TAX 0.00
	TRANSFER TAX 0.00
	RECORDING FEE 100.00
	DP FEE 2.00
	REGISTER'S FEE 0.00
	TOTAL AMOUNT 102.00
STATE OF TENNESSEE, WILLIAMSON COUNTY	
<b>SHERRY ANDERSON</b>	
REGISTER OF DEEDS	