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KATHY HUNTER
 ASSESSOR OF PROPERTY

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CONSERVATION EASEMENT
 AND
 DECLARATION OF RESTRICTIVE COVENANTS

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THIS AMENDED AND RESTATED CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (hereinafter called this "Declaration") made this April 13, 2000, between and among **BRIDGESTONE/FIRESTONE, INC.**, an Ohio corporation, with offices at 50 Century Boulevard, Nashville, Tennessee 37214 ("Grantor"), **THE CONSERVATION FUND**, a Maryland not-for-profit corporation, whose address is 1800 North Kent Street, Suite 1120, Arlington, Virginia 22209 ("Grantee"), and **THE STATE OF TENNESSEE**, whose address is c/o Tennessee Wildlife Resources Agency, Ellington Agricultural Center, Post Office Box 40747, Nashville, Tennessee 37204 (the "State").

BACKGROUND

On or about September 3, 1998, Grantor granted a Conservation Easement and Declaration of Restrictive Covenants (the "Original Conservation Easement") regarding approximately 4,000 acres (the "Northeast Property") more fully described in the Original Conservation Easement as recorded in the Register's Office for White County, Tennessee, in Book RB-51, pages 8 at page 890 and the Register's Office for Cumberland County, Tennessee in Book 2026 at page 1951. Subsequent to the granting of the Original Conservation Easement, the Grantor transferred the Northeast Property to the State for a wilderness area to be known as the "Bridgestone/Firestone Conservation Area."

Grantor now desires to expand the Original Conservation Easement by including that certain 6,000 acres, more or less, known as Scott's Gulf ("Scott's Gulf"), which consists of all portions of the real property more fully described in Exhibit A attached hereto not within the boundaries of the Northeast Property. To accomplish the foregoing, the Grantor desires to subject Scott's Gulf to the same restrictions contained in the Original Conservation Easement and thereafter donate this real property to the State. The State has expressed a great desire to acquire Scott's Gulf, which represents a magnificent wilderness area comprised of deep gorges cut into the Cumberland Plateau by the Caney Fork River. In addition, because the year 2000 represents the one hundredth year anniversary of the founding of Grantor, all parties are in agreement to call the combined wilderness area, which constitutes almost 16 square miles, the "Bridgestone/Firestone Centennial Wilderness."

Grantee, which provided invaluable assistance with the original donation, also desires that the Northeast Property and Scott's Gulf be combined into one unified conservation area under the terms of the Original Conservation Easement.

Based upon the foregoing, the Grantor and the Grantee deem it appropriate to amend and restate the Original Conservation Easement to subject all the real property described in Exhibit A attached hereto (the "Property") (which legal description encompasses the Northeast Property and Scott's Gulf). Except for minor modifications needed to make proper references to all of the Property, the terms and conditions of the Original Conservation Easement remain substantially as originally agreed upon. The State joins in this Declaration as the current owner of the Northeast Property to consent to the expansion of the Original Conservation Easement to include Scott's Gulf and to the minor modifications contained in this Declaration.

WITNESSETH THAT:

WHEREAS, Grantor is the current or prior owner in fee simple of the Property consisting of approximately 10,000 acres more particularly described in Exhibit A attached hereto; and

WHEREAS, Grantee meets the requirements of a "qualified organization" under Section 170(h) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the ecological significance of the Property has been established in the reports, plans, accompanying photographs, documentation and exhibits set forth at Section 6.18 (collectively called the "Baseline Documentation") which concludes that, among other things:

- (a) The Property includes a rugged, white water river canyon carved from the Cumberland Plateau by the Caney Fork River, with Class IV and Class V rapids;
- (b) The Property contains natural deciduous hardwood forests, with masses of yellow lady's slipper orchids, mountain laurel and flaming azaleas blooming each spring in their natural environment;
- (c) Deep incisions made into the Cumberland Plateau by the Caney Fork River have created many fine caves, rock shelters, high bluffs, spectacular overlooks and waterfalls, which create a unique environment for visitors to enjoy;
- (d) The Property is rich in the heritage of Native Americans and contains petroglyphs, pottery shards, arrowheads and burial sites;
- (e) The Property is part of the Cumberland Plateau Physiographic Province of Tennessee and provides an important ecologically stable habitat for native flora and fauna;

- (f) The Property provides habitat for over thirty species of plants and animals that are of State and Federal concern, including, without limitation, at least six species listed by the U. S. Fish and Wildlife Service under the Endangered Species Act, and numerous species of neotropical migratory birds;
- (g) The Caney Fork River supports over fifty species of freshwater fish and has been found to have natural and scenic qualities of statewide or greater significance as well as recreational boating qualities of regional significance;
- (h) The Caney Fork River Watershed is one of the most important watersheds nationally for the protection of at-risk species of freshwater fish and mussels, with thirteen fish and mussel species considered at-risk, including five species listed by the U. S. Fish and Wildlife Service under the Endangered Species Act; and
- (i) The Property is of critical importance to the protection of the Caney Fork River and some of Tennessee's most scenic and biologically diverse lands; and

WHEREAS, the Baseline Documentation establishes the Property to be a natural habitat for fish, wildlife, plants and other ecosystems; and

WHEREAS, the Baseline Documentation further establishes that the Property is open space which, pursuant to clearly delineated Federal and State governmental conservation policies, merits conservation in the manner intended by the parties hereto and expressed in this document and such conservation will yield a significant public benefit; and

WHEREAS, the parties hereto desire to perpetually conserve the natural, scientific, educational, open space, and scenic resources of the Property; and

WHEREAS, the Tennessee Conservation Easement Act of 1981, as amended through the date hereof (the "Act"), Section 66-9-301 *et. seq.* of the Tennessee Code Annotated, permits the creation of conservation easements for purposes which include the conservation of native plants or animals, biotic communities or geological or geographical formations, retaining land or water areas predominantly in their natural, scenic, open or wooded condition or as suitable habitat for fish, plants, or wildlife and preserving the historical, architectural, archaeological, or cultural aspects of real property; and

WHEREAS, the parties hereto intend to create with this document a "conservation easement" as defined in the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and with the intention of making, subject to the terms, conditions and reservations herein, an absolute and unconditional gift, by these presents Grantor freely grants and conveys unto Grantee, its successors and assigns forever, a perpetual easement in gross for access over the Property according to the terms set forth in this Declaration, and agrees to subject the Property perpetually to covenants and restrictions as herein set forth. To the extent the Northeast Property has already

been subjected to the terms and conditions set forth herein, this Declaration shall be deemed merely to be supplemented to the original terms and conditions thereof, with the terms and conditions of the Original Conservation Easement inconsistent herewith deemed to be superceded by this Declaration.

ARTICLE 1. GRANT OF EASEMENT

1.1 Subject to the provisions hereof, Grantor hereby grants and conveys unto Grantee, its successors and assigns, the easement and right of Grantee to enter upon the Property at any time and from time to time, provided that Grantor is first given notice of any such visit at least two (2) days in advance for the following uses and purposes:

- (a) To inspect, monitor and to enforce compliance with this Declaration. Grantee may not, however, unreasonably interfere with Grantor's or other future owner's use and quiet enjoyment of the Property.
- (b) To prevent any activity on or use of the Property that violates the terms or purposes of this Declaration.
- (c) To require restoration of the areas or features of the Property which are damaged by activity in violation of this Declaration.
- (d) To place signs on the Property which identify the land as being protected by this Declaration. The number and location of any signs are subject to Grantor's reasonable approval.
- (e) To engage in activities that maintain and/or restore the biological and ecological integrity of the Property. Possible activities include planting native vegetation and removing undesirable vegetation; creating ponds and impoundments, with the prior written approval of Grantor; developing appropriate plans to protect and enhance plant or animal species of concern on the Property, including, without limitation, endangered plant or animal species, threatened plant or animal species and neotropical migratory bird species; and implementing such plans with the permission of Grantor, which permission shall not be unreasonably withheld. The costs and expenses of such activities and plans, if any, shall be borne solely by Grantee. All such activities and plans of Grantee shall comply in all respects with the covenants and restrictions contained herein.

The foregoing rights and easements shall be exercised, if at all, in Grantee's sole and absolute discretion and no duty shall be implied with respect to any of the foregoing.

ARTICLE 2. GRANTOR'S DECLARATION OF COVENANTS AND RESTRICTIONS

2.1 Except as otherwise provided herein and subject to the Reserved Rights set forth in Article 3 below, Grantor, for itself, its successors and assigns, covenants and declares that the Property shall be, and hereby is, bound by and made subject to the following covenants and restrictions in perpetuity:

- (a) The Property shall not be used for any industrial or commercial purpose or purposes, including (without limitation):
 - (i) manufacture or assembly of any products, goods, equipment, chemicals, materials or substances of any kind or nature whatsoever;
 - (ii) sale of any products, goods or services of any kind or nature whatsoever, except for the sale of agricultural products (excluding animals and animal products) grown on the Property;
 - (iii) storage of any products or goods of any kind or nature; and
 - (iv) offices for persons involved in the sale, manufacture or assembly of goods or services or for the performance of services.
- (b) No structures of any kind shall be built, erected, installed, placed, affixed or assembled within or upon the Property, except to the most limited extent necessary for:
 - (i) erosion control;
 - (ii) security, emergency services and supervision of activities conducted on the Property;
 - (iii) conservation and protection of the Property;
 - (iv) nature education; and
 - (v) exercise of the Reserved Rights.

"Structure" shall mean any assembly of material forming a construction for occupancy or use for any purpose and erected upon or attached to the ground including, without limitation, buildings, fences, sheds, bins and shelters.

- (c) No cutting of timber or removal or destruction of trees shall be permitted within the Property except when conducted for the following purposes:

- (i) to preserve, protect and restore vegetative cover that has been damaged, disturbed or materially threatened by insect infestation, disease, fire, other forces of nature or other casualty; and
 - (ii) for the exercise, to the most limited extent necessary, of the Reserved Rights.
- (d) Without limitation of any other restrictions or covenants herein, no commercial signs, billboards or outdoor advertising structures shall be placed, erected or maintained within the Property. This restriction shall not apply to a reasonable number of informational, regulatory or directional signs related to the ownership, operation and use of the Property.
- (e) There shall be no building of any new roads, paths, trails or parking areas, nor widening of existing roads (including Scott's Gulf Road below the cemetery to the Caney Fork River), paths, trails or parking areas, upon the Property, except to the most limited extent necessary for the exercise of the Reserved Rights. Maintenance of roads, paths, trails or parking areas existing as of the date hereof or constructed hereafter under the terms of this Declaration, shall be limited to normal practices for non-paved areas, such as the removal of dead vegetation, necessary pruning or removal of hazardous trees and plants, application of permeable materials necessary (e.g., sand, gravel, crushed stone) to correct erosion, filling and repair of holes in the road surface, limited grading to keep roads passable, placement of culverts, water control structures, and bridges, and maintenance or roadside ditches. In any event, roads, paths, trails and parking areas, whether existing or newly constructed, shall remain unpaved to promote the wilderness nature of the Property.
- (f) There shall be no filling, excavating, dredging, surface mining, or drilling, nor removal of topsoil, sand, gravel, rock, peat, minerals, or other materials, nor any dumping of ashes, trash, garbage, or any other unsightly or offensive materials; nor shall any portion of the Property be used for the installation of any underground storage tanks. There shall be no material change in the topography of the Property in any manner, except to the most limited extent necessary for exercise of the Reserved Rights.
- (g) There shall be no introduction of exotic plant or animal species except those traditionally and prevalently used as of, or prior to, the date hereof for wildlife food planting or for agricultural planting traditional to the area.
- (h) There shall be no commercial agricultural-related (e.g., a nursery, cattle, livestock) enterprises, farming, horticulture, or husbandry other than as allowed under the Reserved Rights.

- (i) No portion of the Property shall be used for a golf course, including, but not limited to, any tee, fairway or green.
- (j) The Property shall not be subdivided, directly or indirectly, including, but not limited to, the creation of a horizontal property regime, execution of a long term lease, or other similar means.
- (k) **Except for the Upland Parcel, motorized vehicles shall not be used on the Property except in keeping with generally prevailing practices for similar areas which are designed to prevent or minimizes damage to the Property, but in any event such use shall be restricted to that required for proper operation, maintenance and utilization of the Property, including (without limitation), wildlife habitat maintenance, fire prevention, insect or disease control, security activities, responses to emergencies, educational and scientific activities undertaken by persons of recognized standing, and providing limited access for the handicapped. In no event may the general public be permitted to utilize motorized vehicles on the Property except for the main access roads to parking areas (including Scott's Gulf Road below the cemetery to the Caney Fork River).**
- (l) Use of the Property by the public and exercising the Reserved Rights shall be monitored and restricted as may be reasonably required to prevent material damage to fragile ecological systems on the Property and its waterways, including (without limitation) restricting camping, horseback riding and other outdoor activities which may materially and adversely affect such ecological systems. Grantor shall be obligated to provide reasonable manpower to assure compliance with necessary restriction on public uses and to address in a reasonable manner problems caused by such uses.

2.2 The parties recognize that this Declaration cannot address every circumstance that may arise in the future, and the parties **agree that the purpose of this Declaration is to preserve the Property predominantly in its present condition as a wilderness area (except for the Upland Parcel as defined below), with hiking, hunting, fishing and other outdoor activities for the public permitted on a low impact basis** but regulated to avoid any material adverse effect upon the Property's ecological systems. It is understood and agreed that it is the intention of Grantor and Grantee that this Declaration prohibit any use or activity not reserved in Article 3 below, which materially threatens the purpose of this Declaration.

ARTICLE 3. RESERVED RIGHTS

3.1 Notwithstanding any provision to the contrary contained in this Declaration, Grantor reserves for itself, its successors and assigns, the following rights (the "Reserved Rights"); provided, however, the Reserved Rights contained in Sections 3.1(j) through (p) are applicable only to that portion of the Property described in Exhibit A-1 attached hereto (the **"Upland Parcel"**)(excluding the areas referenced in Section 3.1(q)):

Reserved Rights applicable to all portions of the Property:

- (a) The right of general access and enjoyment of the Property by the public in a manner which will not conflict with the Covenants and Restrictions set forth in Article 2 (except as reserved in this Article 3);
- (b) The right to install and maintain, in any lawful manner and subject to all governmental regulations, any lawful erosion control devices so as to protect the Property and its perimeters;
- (c) The right to thin and remove plants not native to the Property using good vegetation management practices;
- (d) The right to fish, hunt and trap for non-commercial purposes (including the right to include the Property in wildlife, game management and similar hunting, fishing and/or trapping programs for the public sponsored or conducted by the State of Tennessee or any other governmental entity) on the Property provided that all such activities are conducted on a low impact basis consistent with the purpose of this Declaration and comply with applicable state and federal laws and regulations;
- (e) The right to construct, maintain and utilize minimal numbers of unpaved wilderness trails in keeping with the wilderness nature of the Property, including the right to connect the same to other trail systems and utilize the limited wilderness trails located on the Property as part of a more expanded trail system along the Caney Fork River;
- (f) The right to construct, improve, maintain and utilize: (1) a limited number of unpaved parking areas (including a small unpaved parking area at the end of Scott's Gulf Road below the cemetery); (2) necessary unpaved access roads leading to such parking areas; and (3) unpaved access roads for emergency purposes; provided, however, that all parking areas and access roads shall be maintained to prevent trash or other unsightly or unsanitary conditions from developing which are injurious to the Property; and further provided, however that existing roads will be considered for utilization on a priority basis to avoid constructing new roads except to the most limited extent necessary to provide reasonable access.
- (g) The right to engage in activities reasonably required to protect and enhance plant and animal species of concern including (without limitation) endangered plant and animal species, threatened plant and animal species and neotropical migratory bird species;

- (h) The rights granted to third parties by Grantor's predecessors in title to the Property pursuant to recorded instruments;
- (i) The rights of third parties, if any, to utilize existing and/or recorded easements and rights-of-way;

Reserved Rights Applicable only to the Upland Parcel:

- (j) The right to engage in forestry activities, including the cutting, harvesting and removal of timber and controlled burning of underbrush in accordance with the forestry guidelines contained in the publication entitled Guide to Forestry Best Management Practices, published by the Tennessee Department of Agriculture Division of Forestry (1993 Edition), as amended, supplemented or updated from time to time by the appropriate governmental entity;
- (k) The right to create and maintain water resources on the Property necessary for wildlife, private recreation and other permitted uses pursuant to the terms hereof, so long as such activity and maintenance maintains the water resources and wetlands in a natural condition and do not alter or impair any other water resources or wetlands. Permitted uses shall include, but are not limited to, the right to create, restore and enhance water resources for fisheries and wildlife improvement; the right to locate, construct and maintain watering facilities and ponds and the right to undertake bank stabilization measures and stream and water course restoration;
- (l) The right to maintain and cultivate existing cleared areas and the right to clear areas as needed for wildlife food plots supporting wildlife management, including activities in support thereof;
- (m) The right to construct boardwalks and wildlife observation platforms in accordance with applicable federal, state, and local laws and regulations;
- (n) The right to cut and remove grass or other vegetation and perform routine maintenance, landscaping, and upkeep, consistent with the operation of wildlife management areas generally;
- (o) The right to construct paved and unpaved roadways, trails and pathways for the proper utilization of the **Upland Parcel as a wildlife management area;**
- (p) The right to conduct activities generally conducted in wildlife management areas which do not unreasonably jeopardize the wilderness nature of the non-Upland Parcel portions of the Property; and
- (q) **Irrespective of the foregoing, none of the Reserved Rights set forth in subsections (j) through (p) above shall be conducted on the Upland Parcel in any manner**

within 1,000 feet of the "Rim Line" of the Caney Fork River Gorge (as described in Exhibit A-1 attached hereto), except (i) the right to develop and maintain a limited number of discreet scenic overlooks (with trees and other vegetation removed only to the most limited extent necessary); and (ii) reasonable forestry activities designed to enhance and protect the viewshed, including fire prevention, insect or disease control and controlled burning of underbrush. This exclusion is intended to preserve and enhance the viewshed created by vegetation along the "Rim Line".

3.2 Without limiting the restrictions and covenants set forth above, Grantor agrees that the exercise of all Reserved Rights by Grantor, its successors and assigns, shall be in full accordance with all applicable local, state, and federal laws and regulations, and the conservation purposes of this Declaration.

ARTICLE 4. GRANTEE'S RIGHTS

4.1 Grantee shall have the right, as deemed appropriate in its sole and absolute discretion, to enforce the restrictions imposed upon the Property under this Declaration and to otherwise exercise all rights specified herein.

4.2 If at any time Grantee or any successor or assignee is unable to enforce this Declaration in full or fails to do so, or if Grantee or any successor or assignee ceases to exist or ceases to be a "qualified organization" (as defined in Section 170(h) of the Code) and if, within a reasonable period of time after the occurrence of any of these events, Grantee or any successor or assignee fails to assign all of its rights and responsibilities under this Declaration to such "qualified organization," then the rights and responsibilities under this Declaration shall become vested in and fall upon another qualified organization designated in accordance with appropriate judicial proceedings properly conducted in any court of competent jurisdiction.

4.3 Notwithstanding the foregoing or anything else in this Declaration to the contrary, in the event: (a) Grantee determines that the duties hereunder may be more effectively performed by another entity or Grantee otherwise desires to transfer the obligations hereunder to another entity; and (b) Grantee obtains the written consent of Grantor, Grantee shall have the right to assign, either wholly or partially, its rights, title and interest hereunder; provided, however, that Grantor shall not unreasonably withhold its consent so long as the assignee is (i) a "qualified organization" under the Code, and (ii) is a conservation organization of recognized standing in Tennessee whose purposes are compatible with the principles and goals of the original Grantee and the purpose of this Declaration as set forth in Section 2.2 hereof. The assignee must also agree in writing to hold the Conservation Easement exclusively for purposes herein set forth and assume all obligations of Grantee hereunder. The term "Grantee" as used in this Declaration shall mean the above-named Grantee, its successors and assigns.

ARTICLE 5. REMEDIES AND ENFORCEMENT

5.1 In the event of any dispute between Grantor and Grantee with respect to whether Article 2 above has been violated (including whether there has been a proper exercise of any Reserved Rights pursuant to Article 3 above) or the approval required by Section 4.3 above, said dispute shall be submitted to non-binding mediation prior to the commencement of any litigation; provided, however, that this obligation shall not prevent any party from seeking temporary injunctive relief if irreparable harm is imminent. The mediation shall be conducted under the auspices of the American Arbitration Association, or such other independent party providing similar services upon which Grantor and Grantee may mutually agree, in accordance with the Commercial Mediation Rules of the American Arbitration Association, as may be amended from time to time. Grantor and Grantee shall jointly select a mediator who has reasonable experience with conservation easements and land use of similar properties; provided, however, if Grantor and Grantee are unable to jointly select a mediator within ten (10) days from a written demand by either party to subject the dispute to mediation, the mediator shall be selected by the American Arbitration Association.

5.2 To the extent allowed by applicable law, Grantee shall have the right to enforce by proceedings at law or in equity each and every one of the covenants and restrictions set forth in this Declaration. The foregoing shall not limit any of the rights or remedies available to Grantee at law or in equity.

5.3 To the extent allowed by applicable law, Grantee's right of enforcement of this Declaration shall include the right to seek specific performance; provided, however, Grantee may not bring an action against Grantor for modifications to the Property resulting from causes beyond Grantor's control (e.g., fires, storms, natural earth movement, other acts of God, or wrongful acts of third parties) or due to the exercise of any Reserved Right as permitted pursuant to this Declaration.

5.4 If Grantor fails to pay any taxes or other governmental assessments which may become a lien upon the Property, Grantee may, but shall have no obligation to, pay such taxes or assessments or any part thereof upon ten (10) days prior written notice to Grantor, according to any bill, statement or estimate procured from the appropriate public office. Payment made by Grantee shall become a lien on the Property in favor of Grantee after thirty (30) days' notice and demand for payment sent by Grantee to Grantor and shall bear interest until paid by Grantor at the highest lawful rate not to exceed eighteen percent (18%) per annum.

5.5 This Declaration may only be enforced by the parties hereto, and their respective successors and assigns, and no third party beneficiary rights, including but not limited to third party rights of enforcement, are created hereby except pursuant to Section 6.13 below.

5.6 In the event of litigation arising out of or related to this Declaration, all reasonable expenses (excluding attorney fees) incurred by the prevailing party shall be charged to and paid by the non-prevailing party.

ARTICLE 6. GENERAL PROVISIONS

6.1 This Declaration gives rise to a property right and interest immediately vested in Grantee. For purposes of this Declaration, the fair market value of Grantee's right and interest shall be equal to the difference, as of the date hereof, between the fair market value of the Property when subject to this Declaration and the fair market value of the Property as unencumbered by this Declaration.

6.2 To the fullest extent permitted by applicable law, rules, regulations, ordinances and other requirements of governmental entities, and to the extent not otherwise inconsistent with this Declaration, Bridgestone/Firestone, Inc. shall be entitled to receive all benefits which at any time may be afforded from the transaction which is the subject of this Declaration related directly or indirectly to carbon sequestration, carbon "sinks" or any other role that forested property may play in controlling greenhouse gases. All other parties to this Declaration shall provide such assistance as may be reasonably requested by Bridgestone/Firestone, Inc. to permit Bridgestone/Firestone, Inc. to qualify for such benefits on a retroactive or prospective basis; provided, however, that any such assistance shall be limited by the initial limitation of this Section 6.2 and shall not create any material burden from the standpoint of manpower, overhead or administrative activity; require the expenditure of any monetary amounts; create any exposure to liability of any nature; expand said party's obligations under this Declaration; or place any greater restrictions on any party's rights under this Declaration (including the Grantor's rights to conduct forestry activities on the Upland Parcel) and fire prevention and insect and disease control on all portions of the Property.

6.3 Nothing herein shall be construed as a grant to the general public, or to a person or persons other than Grantee, of the right to enter upon any part of the Property. All rights of entry by the public shall be established from time to time by Grantor, its successors and assigns, in the exercise of its discretion.

6.4 The parties recognize the environmental, scenic and natural values of the Property and have the common purpose of preserving these values. Any general rule of construction to the contrary notwithstanding, this Declaration shall be liberally construed in favor of the grant so as to effect the purpose of this Declaration and the policies, programs and purposes of Grantee. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Declaration that would render the provision valid should be favored over any interpretation that would render it invalid.

6.5 Grantor shall retain all responsibilities and shall bear all costs and liabilities of any nature related to the ownership, operations, upkeep, and maintenance of the Property, including any general liability or other similar insurance coverage deemed necessary or appropriate by Grantor. To the fullest extent permitted by the provider of liability insurance coverage (if any), Grantee shall be named as an additional insured so long as no material additional cost is associated therewith; provided, however, that this obligation shall not be applicable in the event the State of Tennessee becomes the owner of the Property.



6.6 Grantor shall continue to pay all taxes, levies and assessments and other governmental or municipal charges which may become a lien on the Property, including any taxes or levies imposed to make those payments.

6.7 When a change in conditions gives rise to the extinguishment of this Declaration or a material term or provision hereof by judicial proceeding, Grantee, on any subsequent sale, exchange or involuntary conversion of the Property, shall be entitled to a portion of the Proceeds of Sale (hereafter defined) equal to the greater of: (a) the Fair Market Value of the Easement (hereafter defined) on or about the date of this Declaration or (b) Grantee's Proportionate Share (hereafter defined) of the proceeds of such sale, exchange or involuntary conversion. "Fair Market Value of the Easement" shall mean the difference between the fair market value of the Property unencumbered by this Declaration and the fair market value of the Property encumbered by this Declaration. "Grantee's Proportionate Share" shall mean the fraction derived from the fair market value of the Easement on or about the date hereof divided by the fair market value of the Property, if unencumbered by this Declaration, on or about the date hereof. "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to, the sale, exchange or involuntary conversion of the Property, minus the actual bona fide expenses of such transaction and an amount attributable to the residential improvements constructed upon the Property pursuant to the Reserved Rights hereunder, if any. All such proceeds received by Grantee shall be used in a manner consistent with the conservation purposes of this grant.

6.8 Whenever all or part of the Property is taken by exercise of eminent domain by public corporate or other authority so as to abrogate the restrictions imposed by this Declaration, Grantor and Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all other amounts permitted by law. Grantee shall be entitled to Grantee's Proportionate Share of the recovered proceeds and shall use such proceeds in a manner consistent with the conservation purposes of this grant. The respective rights of Grantor and Grantee set forth in Section 6.7 above, and this Section 6.8 shall be in addition to and not in limitation of, any rights they may have in common law with respect to a modification or termination of this Declaration by reason of changed conditions or the exercise of powers of eminent domain as aforesaid.

6.9 The failure of Grantee to exercise any of its rights under this Declaration on any occasion shall not be deemed a waiver of said rights and Grantee retains the rights in perpetuity to require full compliance by Grantor with the covenants and restrictions in this Declaration.

6.10 To the fullest extent permitted by applicable law, this Declaration shall not merge with any other interest in the Property, whether upon any conveyance of the Property or otherwise, and this Declaration shall remain severed from the fee interest in the Property, notwithstanding any specific conveyance by any Grantee unless the original Grantor and Grantee join in such conveyance.

6.11 Grantor and Grantee recognize that circumstances could arise which would justify the modification of certain of the restrictions contained in this Declaration. To this end, Grantee

and Grantor shall mutually have the right, in their sole discretion, to agree to amendments to this Declaration which are not inconsistent with the basic purpose of this Declaration as stated in this document; provided, however, that Grantee shall have no right or power to agree to any amendments hereto that would result in this Declaration failing to qualify as a valid conservation easement under the Act or Section 170(h) of the Code (as the same may be hereafter amended), and the written consent of the original Grantor shall be obtained (unless such right of consent is expressly waived or released by the original Grantor in writing) irrespective of any transfer of the Property to a successor or assign of the original Grantor.

6.12 This Declaration and all of the covenants, easements and restrictions herein set forth shall run with the land and be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns. Unless the context clearly requires otherwise, the term "Grantor" used herein shall mean the above-named Grantor, its successors and assigns; and the term "Grantee" used herein shall mean the above-named Grantee, its successors and assigns, so long as the provisions of Section 4.3 are satisfied.

6.13 Subject to the provisions of this Declaration, including those set forth in Section 6.14 following, Grantor shall be and remain liable for its breach or violation of this Declaration only to the extent such breach or violation occurs while Grantor is the legal owner of the Property.

6.14 Except as hereinafter set forth, nothing herein contained shall be deemed to establish any rights of third parties against the parties hereto; the rights and obligations set forth herein are solely those of the parties hereto; and no third party beneficiary rights or privileges are intended. Irrespective of the foregoing, the following parties shall be deemed beneficiaries of this Declaration, with the right to enforce the same:

- (i) The Conservation Fund (or any other conservation organization designated by The Conservation Fund) subsequent to any assignment of its rights under this Declaration; and
- (ii) Any owner of lands located along the Caney Fork River who has subjected at least 1,000 acres to a conservation easement which constitutes a "qualified conservation contribution" under the Code or made a charitable contribution of at least 1,000 acres along the Caney Fork River to any "qualified organization" as described in Section 170(h) of the Code.

6.15 Grantor represents that no mortgages exist on the Property as of the date of this Declaration. Grantor agrees that no mortgages shall be placed upon any or all of the Property entered into after the date of this Declaration unless expressly made subject to and subordinate to this Declaration.

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6.16 Grantor shall notify Grantee in writing of any sale, transfer, lease or other disposition of the Property or any part thereof, whether by operation of law or otherwise, at least 30 days after such disposition, such notice shall include a copy of the deed, lease, or other

declaration of transfer, the date of transfer and the name or names and addresses for notices of the transferee.

6.17 All notices required of any party under the terms of this Declaration, and all consents or approvals of any party, shall be in writing. All notices and requests for consent or approval shall be served personally or sent by overnight delivery service or certified mail, return receipt requested, addressed to the other party at the address set forth below or such other address as may be provided upon notice as specified herein.

GRANTOR:

Bridgestone/Firestone, Inc.
50 Century Boulevard
Nashville, Tennessee 37214
ATTN: Executive Director,
Environmental Affairs
Telecopy: 615-872-1490

GRANTEE:

The Conservation Fund
1800 North Kent Street
Suite 1120
Arlington, Virginia 22209
ATTN: President
Telecopy: 703-525-4610

STATE:

Tennessee Wildlife Resources Agency
Ellington Agricultural Center
P.O. Box 40747
Nashville, Tennessee 37204
ATTN: Executive Director
Telecopy: 615-781-6551



- 6.18 By signing this Declaration, Grantor certifies that:
- (a) Grantor has received and fully reviewed the Baseline Documentation in its entirety.
 - (b) The Baseline Documentation includes, among other things:
 - (i) Applicable United States Geological Survey Maps.

- (ii) Topographic map of the area.
 - (iii) Aerial photographs of the Property (taken on August 20, 1998).
 - (iv) On-site photographs taken at appropriate locations on the Property on or about August 6, 1998 and on-site photographs taken throughout 1999 appearing in The Bridgestone/Firestone Centennial Wilderness, by Senator Howard Baker and John Netherton, Rogue Elephant Press, Nashville, Tennessee (2000).
- (c) The Baseline Documentation, being an inventory of the resources of the Property, including the maps and photographs thereof, is an accurate representation of condition of the Property at the date hereof.
- (d) Copies of the Baseline Documentation have been delivered to Grantee.

6.19 Grantor hereby warrants and represents that Grantor is seized of the Property in fee simple, and has good right to grant and convey this Declaration, that the Property is free and clear of any and all encumbrances except matters of record or which would be shown by a current accurate survey of the Property, and that Grantee and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of this Declaration.

6.20 In the event the Grantor is the State, any consents, approvals, or agreements required of Grantor hereunder shall be expressly in writing and signed by the Governor of the State of Tennessee or his or her designee.

6.21 In the event Grantee causes construction or improves on the Property while the State is Grantor, Grantee shall comply with all applicable State law including necessary approvals for improvement to State real property and bonding requirements, if any.

6.22 With regard to its applicability to any governmental entity, including but not limited to the State of Tennessee, Tennessee Department of Environment and Conservation and the Tennessee Wildlife Resources Agency, said governmental obligations under this Declaration are subject to the appropriation and availability of State funds.

6.23 The State joins in this Declaration to evidence its consent to the amendment and restatement of the Declaration.

TO HAVE AND TO HOLD the easements and rights set forth in this Declaration, together with all and singular the appurtenances and privileges belonging or in anyway pertaining thereto, either in law or in equity, either in possession or expectancy, unto Grantee, its successors and assigns, for its own use and benefit forever.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Declaration to be executed the day and year written below each party's signature hereto for the purposes set forth herein.

[SIGNATURE PAGES ATTACHED]

[Remainder of Page Purposely Left Blank]

COUNTERPART SIGNATURE PAGE

The undersigned hereby executes this Counterpart Signature Page to this CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS the day and year following the execution.

GRANTOR:

BRIDGESTONE/FIRESTONE, INC.

(SEAL)

By: [Signature]
Name: Masatoshi Ono
Title: Chairman of the Board and CEO
Date: April 13, 2000

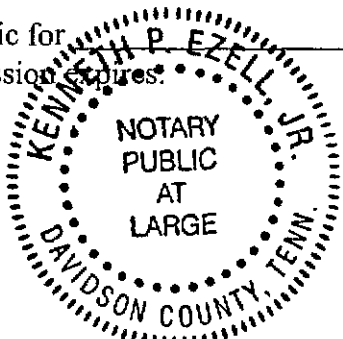
STATE OF TENNESSEE)
) ACKNOWLEDGMENT
COUNTY OF DAVIDSON)

Before me, Kenneth P. Ezell, Jr. a Notary Public in and for the State and County aforesaid, personally appeared Masatoshi Ono with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the Chairman of the Board and CEO of Bridgestone/Firestone, Inc., the within named bargainor, a corporation, and that he as such Chairman of the Board and CEO, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Chairman of the Board and CEO.

Dated 4/12/00

[Signature: Kenneth P. Ezell, Jr.]

Notary Public for _____
My Commission Expires: _____



My Commission Expires JAN. 25, 2003

COUNTERPART SIGNATURE PAGE

The undersigned hereby executes this Counterpart Signature Page to this CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS the day and year following the execution.

GRANTEE:

THE CONSERVATION FUND (SEAL)

By: John F. Turner
Name: John F. Turner
Title: President
Date: April 13, 2000

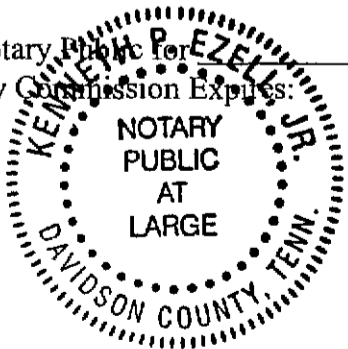
STATE OF TENNESSEE)
) ACKNOWLEDGMENT
COUNTY OF DAVIDSON)

Before me, Kenneth P. Ezell, Jr., a Notary Public in and for the State and County aforesaid, personally appeared John F. Turner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the President of The Conservation Fund, the within named bargainer, a corporation, and that he as such President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Dated 4/13/00

Kenneth P. Ezell, Jr.

Notary Public for _____
My Commission Expires: _____



My Commission Expires JAN. 25, 2003

COUNTERPART SIGNATURE PAGE

The undersigned hereby executes this Counterpart Signature Page to this CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS the day and year following the execution.

STATE:

THE STATE OF TENNESSEE (SEAL)

By: *Don Sundquist*
 Name: Don Sundquist
 Title: Governor
 Date: April 13, 2000

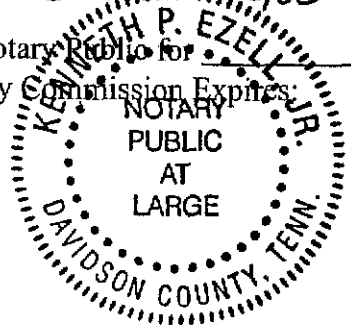
By: *John Ferguson*
 Name: John Ferguson
 Title: Commission of the Department of
of Finance and Compensation
 Date: April 13, 2000

STATE OF TENNESSEE)
) ACKNOWLEDGMENT
 COUNTY OF DAVIDSON)

Before me, Kenneth P. Ezell, Jr., a Notary Public in and for the State and County aforesaid, personally appeared Don Sundquist, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the Governor of The State of Tennessee, the within named bargainer, a corporation, and that he as such Governor, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Governor.

Date: 4/13/00
 Notary Public for _____
 My Commission Expires: _____

Kenneth P. Ezell



OK RB74 PG 485

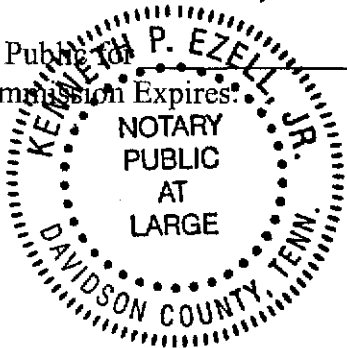
STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON) ACKNOWLEDGMENT

Before me, Kenneth P. Ezell, Jr., a Notary Public in and for the State and County aforesaid, personally appeared John Ferguson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the Commissioner of the Department of Finance and Administration of The State of Tennessee, the within named bargainer, a corporation, and that he as such Commissioner, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Commissioner.

Dated 4/13/00

Kenneth P. Ezell, Jr.

Notary Public for _____
My Commission Expires: _____



My Commission Expires JAN. 25, 2003

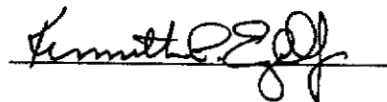
STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value for this transfer, whichever is greater, is \$ 1,644,017.

AFFIANT

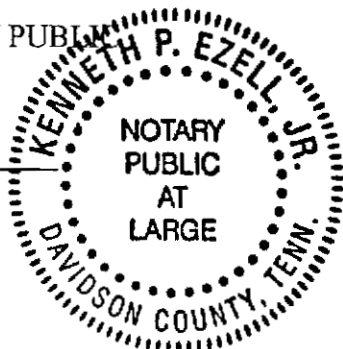


Subscribed and sworn to before me this 13th day of April, 2000.



NOTARY PUBLIC

Notary Public for _____
My Commission Expires:



My Commission Expires JAN. 25, 2003

EXHIBIT A-1

Description of the Upland Parcel

The Upland Parcel consists of all that certain real property situate and lying within the Property, located west and north of the Caney Fork River Gorge "Rim Line", said "Rim Line" generally being the 1,600 foot elevation contour above the Caney Fork River and its tributaries. An appropriate description of the Upland Parcel will be attached hereto by supplement to the Declaration, which description shall describe by metes and bounds the boundaries of the Upland Parcel, including the "Rim Line", once the State has completed surveying of the Property and the "Rim Line".



State of Tennessee, County of WHITE
Received for record the 16 day of
MAY 2000 at 9:51 AM. (REC# 10006)
Recorded in Book RB74 pages 466- 533
State Tax \$ 6071.76 Clerks Fee \$ 1.00,
Recording \$274.00, Total \$ 6346.76,
Register of Deeds GARY BROGREN
Deputy Register

~~24~~

NPCOL1:298604.13-EA-(EGM) 022593-00001