This instrument prepared by:
William C. Gudal, Assistant General Counsel
1800 North Kent Street,
Arlington, Virginia 22209

DEED

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For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and for other good and valuable considerations, the receipt of which is hereby acknowledged, The Nature Conservancy, a non-profit corporation organized and existing under the laws of the District of Columbia, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto the State of Tennessee, hereinafter called the Grantee, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows: to-wit:

Being Lot No. 1 on the Map of Fontaine Subdivision of Lot 16 of the McIntosh Lands, not of record, described according to a survey made by Jack R. Underwood, Surveyor, on April 23 and 24, 1968, and being more particularly describe as follows:

Beginning at an iron pin one foot from a large cedar, James Morris northeast corner; thence North 39 Deg. 45' East 1022 feet to the center of Buena Vista Pike (stake in line 34.5 feet from center of said Pike; thence South 40 Deg. 30' East up said Pike 338 feet to a point in Pike 33 feet from an iron pin on the westerly side of said Pike; thence South 50 Deg. 45' West 1056 feet to an iron pin in old fence row, in James Morris easterly line; thence North 21 Deg. 30' West 150 feet to the point of beginning, containing 5.63 acres, more or less.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, forever; and Grantor does covenant with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

This conveyance is made subject to the express condition and limitation that the premises conveyed shall forever be held as a nature preserve and wildlife refuge, and shall be kept entirely in a natural state, without disturbance what-

ever of habitat of plant or animal populations except the undertaking of scientific research and the maintenance of such fences and foot trails as may be appropriate to effectuate the foregoing purposes without impairing the essential natural character of the premises. Should the premises cease to be used solely as provided herein then the estate hereby granted to the State of Tennessee may be terminated by The Nature Conservancy under a power of termination in the nature of a right of entry for condition broken or executory interest, which right if exercised by The Nature Conservancy upon violation of the above conditions, is exercised by mailing a violation notice by certified mail to Grantee, its successors or assigns. Said notice shall declare that the power of termination has been exercised and shall state the breach which caused the action. A copy of the notice shall simultaneously be recorded on the appropriate land records.

It is understood that the State of Tennessee is acquiring the above described premises as habitat for a particular species of bird, Nycticorax nycticorax, or Black-Crowned Night Heron; it is hereby understood and agreed that should no individual Black-Crown Night Heron use the above described premises as habitat for a least three (3) consecutive years, then, and in such event, the above described premises can be sold by the Grantee free and clear of the above restrictions. However, the above described premises can only be sold upon the condition that within a reasonable period of time prior to the sale the Grantee shall notify the Grantor of Grantee's desire to sell the property, and upon the further condition that the State of Tennessee shall use the proceeds from such sale of the above described premises to acquire habitat for endangered plant or animal species within the State of Tennessee; the Grantor shall have the right to select the habitat site to be acquired with such sale proceeds.

This instrument prepared by:

As further part consideration for this deed, and by acceptance hereof, and as a convenant running with the land, the Grantee agrees to erect and maintain, during such period of time that the above described premises are used as a nature preserve and wildlife refuge as described above, a permanent plaque or other appropriate marker at a prominent location on the above described premises bearing the following statement: "This Area Was Acquired With The Assistance of The Nature Conservancy."

This conveyance is made expressly subject to any easements, liens, tenancies, encumbrances, restrictions, reservations, and covenants contained in duly recorded deeds, instruments and plats in the chain of title to the real property hereby conveyed.

IN WITNESS WHEREOF, The Nature Conservancy has caused this instrument to be signed in its corporate name and attested by its duly authorized officers, on this the 1st day of May, 1979.

THE NATURE CONSERVANCY

By: Patrick F Noonan
Its President

ATTEST:

David E Maine
Assistant Secretary

Address of new owner is as follows: Division of Real Property Management, Department of Finance Administration, State of Tennessee, Nashville, Tennessee.

This instrument prepared by:

STATE OF VIRGINIA

COUNTY OF ARLINGTON

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Before me, the undersigned, a Notary Public in and for said County and State aforesaid, personally appeared Patrick F. Noonan and David E. Morine and who being duly sworn, did acknowledge themselves to be the President and Assistant Secretary, respectively of The Nature Conservancy, and they being authorized so to do, executed the foregoing instrument on behalf of The Nature Conservancy for the purposes therein contained.

WITNESS my hand and official seal at Arlington County, Virginia this 1st day of May 1979.

My commission expires: February 24, 1981

Notary Public

F. 2. 8. 2. 6. 6.

IDENTIF. REFERENCE

MAY 8 3 02 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.