

5. Grantee's Permission. If the consent of Grantee is required for the construction of any structure or the taking of any other action on the Property, Grantor shall notify Grantee of such proposed construction or activity and provide a plan and description of the structures to be constructed, along with their location, or such other description of the activity; whereupon Grantee shall determine if such proposed construction or activity complies with the terms of this Easement and if it does, it shall give its written consent thereto. Grantor shall not begin such construction or activity without the prior written consent of Grantee, which consent shall not be withheld by Grantee if the construction or activity complies with the terms and intent of this Easement. Grantee shall grant permission or approval to Grantor only where Grantee, acting in Grantee's sole discretion and good faith, determines that the proposed action will not substantially diminish or impair the Conservation Values of the Property. Grantee shall not be liable for any failure to grant permission or approval to Grantor hereunder. Grantee shall have thirty (30) days to respond in writing after it receives all required documentation for the proposed construction or activity. If Grantee fails to respond in writing to Grantor's first request within thirty (30) days after it receives all required documentation for the proposed construction or activity, Grantor may give Grantee a subsequent written notice that Grantor has not received a response from Grantee with respect to such request. If Grantee fails to respond in writing to such subsequent written notice within thirty (30) days after Grantee receives such subsequent written notice, Grantee's consent to the proposed construction or activity shall be deemed to have been given.

6. Construction, Maintenance and Repair of Buildings, Structures and Other Improvements.

(a) General Restriction. The construction of any building, structure or other improvement on the Property, except those existing on the date of this Easement and those permitted by this Section 6 or other provisions of this Easement, is prohibited.

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

(i) Recreational Structures. Grantor may maintain, construct, repair and replace or demolish recreational structures (each a "**Recreational Structure**") on the Property to include visitor, wildlife and/or nature center buildings, pavilions, shelters for storm protection, restrooms, and other similar recreational structures in support of recreational and educational activity, so long as such construction does not adversely affect the existing Conservation Values of the Property. Grantor shall obtain Grantee's prior written permission, in accordance with Section 5 of this Easement, to construct, install, or erect any such Recreational Structure. Any such Recreational Structure shall be located on Parcel 1 as identified by Exhibit A attached to and incorporated herein by this reference, and shall be located above 1600' in elevation. No Recreational Structure may be constructed within the Buffer Zone, as hereinafter defined.

(ii) Backpacking Shelters. Grantor may construct up to three (3) primitive backpacking shelters to be located on Parcel 1 or Parcel 2 as identified by Exhibit A. The shelters shall be lean-to type structures. Prior to construction of a shelter, Grantor shall obtain Grantee's prior written permission, in accordance with Section 5 of this Easement.

(iii) Primitive Toilets. Grantor may construct up to five (5) primitive toilets to be located on Parcel 1 or Parcel 2 as identified by Exhibit A. The primitive toilets shall not have utility service of any kind. Prior to construction of a primitive toilet, Grantor shall obtain Grantee's prior written permission, in accordance with Section 5 of this Easement.

(iv) Other Recreational Improvements. Grantor may construct or install on the Property park benches, informational kiosks, barbecue pits, grills, or other similar recreational improvements that will have a minimal impact on the Conservation Values described herein. Provided that, recreational improvements that will adversely affect the Conservation Values described herein, including without limitation golf courses, athletic fields and paved airstrips, are strictly prohibited.

(c) Parking Areas. Grantor may establish paved, gravel or dirt parking areas required for public access on Parcel 1, Parcel 2, Parcel 3, Parcel 4 and Parcel 5 as identified by Exhibit A. Grantor may construct gates or other improvements to control access to the Property. Grantor shall obtain Grantee's prior written permission, in accordance with Section 5 of this Easement, to establish any parking area.

(d) Trails. Trails used solely for enhancing the exposure of the Property to the public in its natural and scenic condition may be established on the Property; provided, however that:

(i) No such trail, structure or other improvement shall be located so as to materially diminish the Conservation Values of the Property;

(ii) Trail surfaces may not be paved or composed of impervious surfaces, except where required by the Americans with Disabilities Act (ADA) standards. Except as needed for emergency access and trail maintenance, trail layout should be limited in width to accommodate single file hiking, yet allow adequate room for hikers to pass; and

(iii) Trails shall meet applicable governmental regulations and best conservation practices.

Notwithstanding the foregoing, this Easement shall not prohibit Grantor, its successors and assigns, from complying in good faith with any current or future law, statute or regulation of general applicability requiring a particular design of such trails to accommodate disabled access by the public.

(e) Signage. No billboard or advertising material or other sign structure shall be erected or placed on the Property, provided, however, that limited and appropriate educational plaques and small signs describing plants, trees or animals to be found on the Property may be placed thereon. Additionally, trail markers and signage may be placed on the Property so long as in the reasonable opinion of the Grantee, the type and kind of signage or marker, the size thereof, and the location thereof do not adversely affect the Conservation Values of the Property.

(f) Fences. Existing fences may be repaired and replaced, and new fences may be built, anywhere on the Property for purposes of reasonable and customary management of wildlife and access control, without any further permission of Grantee.

(g) Clearing of Trees. Notwithstanding the other provisions of this Easement, neither the replacement nor the construction of any Recreational Structure or trail shall require the clearing and removal of any more trees than necessary for the reasonable construction of such Recreational Structure or trail.

(h) Energy Producing Structures. Nothing in the Easement shall be deemed to prohibit the establishment on the Property of alternative energy sources, including without limitation equipment for the generation of solar power, wind power or hydroelectric power (collectively, “**Energy Production Facilities**”), subject to the following limitations:

(i) Energy Production Facilities shall be limited in scale to provide energy sufficient to serve the permitted Recreational Structures on the Property, but shall not be designed to produce energy for sale or distribution to other users located outside the Property and shall not in any event constitute a “wind farm” or “solar farm” for the production of energy in excess of that used on the Property.

(ii) Energy Production Facilities may be located in any area designated in this Easement for the placement or construction of current or future structures, however described, without the consent of Grantee, and may be located in other areas of the Property with the prior written consent of Grantee.

(iii) No Energy Production Facility, or housings, wires, conduits or other equipment servicing such Energy Production Facility, may be materially and substantially destructive of the Conservation Values of this Easement.

7. Utility Services and Septic System. Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services to the improvements permitted herein may be installed, maintained, repaired, removed, relocated and replaced, and Grantor may run utilities or grant easements over and under the Property for such purposes. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved provided, however, that such fields should be maintained in a natural visual condition to the maximum extent possible and may not, in any event, detract from the Conservation Values of the Easement. Existing utilities may be serviced, maintained or removed. Prior to the commencement of installation of any such utility, Grantor shall obtain Grantee’s written permission in accordance with Section 5 of this Easement.

8. Water Sources. Subject to the provisions of Section 12 of this Easement, and provided that Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing off the Property, Grantor maintains the right to use, maintain, establish, construct and improve water sources, water courses, or water bodies within the Property for the uses permitted by this Easement. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

9. Forestry Activities. There shall be no removal, harvesting, destruction or cutting of trees, on the Property. Notwithstanding the foregoing, Grantor shall be permitted to:

- (a) Cut non-native noxious or invasive trees, shrubs or other vegetation,
- (b) Remove, harvest or cut dead and diseased trees,
- (c) Remove trees that pose a threat of personal injury or property damage,
- (d) Cut trees to create firebreaks,
- (e) Cut vegetation in order to maintain a scenic view, with Grantee's prior written permission,
- (f) Cut and clear trees, shrubs and other vegetation in connection with the construction, repair, maintenance or rebuilding of a Recreational Structure as permitted in Section 6(b), or the trail system as permitted in Section 6(d), or the other activities and uses permitted under this Easement.(g) The removal of timber shall in any event comply with the provisions of Section 13 of this Easement regarding the Buffer Zone, as hereinafter defined.

10. Mining. The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substance, using any method whatsoever, is prohibited, except that Grantor shall have the right to grade and extract soil, sand, gravel or rock from the Property on a limited basis, solely for and/or in connection with the recreational operations being conducted on the Property, without the necessity of obtaining the prior written consent of Grantee thereto. The mineral rights to the Property or any portion thereof shall not be separated or conveyed separate from the surface rights.

11. Road and Park Road Construction. Although no public roads shall be constructed on the Property, park roads may hereafter be constructed on the Property where needed to conduct operations or for security, maintenance or emergency access on the Property. Roads on the Property shall not be paved or concreted or consist of other nonpermeable surfaces, but may be graveled. Such roads hereafter constructed on the Property shall not substantially diminish or impair the Conservation Values of the Property as compared to those conditions existing on the date of this Easement. Prior to the commencement of construction of any such road, Grantor shall obtain Grantee's written permission in accordance with Section 5 of this Easement.

12. Buffer Zone. There is hereby established on the Property a riparian buffer zone (the "**Buffer Zone**") consisting of an area twenty five feet (25') from the top of the banks of Middle Creek, Bee Branch and Shoal Creek, as such banks may be altered from time to time. In order to preserve water quality and wildlife habitat, Grantor shall allow the Buffer Zone to remain in or return to its natural and undisturbed state, but may make such improvements as will improve the banks, watercourses or water quality within the Buffer Zone. The clearing of land or the alteration of banks within the Buffer Zone shall be accomplished only after the written consent of Grantee has been obtained pursuant to the provisions of Section 5 of this Easement. No Recreational Structure may be built within the Buffer Zone. Nothing in this Section shall be deemed to prevent water crossings as necessary for permitted park roads and trails.

13. Recreational and Educational Purposes. Grantor retains the right to use the Property for lawful low-impact recreational uses not involving permanent improvements or structures, including, but not limited to, hiking, biking, picnicking, tours, nature study, interpretation and other educational programs, bird watching, and other customary public park uses related to preservation and appreciation of the Property and its natural, scenic and/or open space attributes; provided, however that such uses may not include any use inconsistent with the natural, scenic and open space character of the Property including by way of example and not limitation, school, library, tennis, golf, swimming pool, public safety, public office building, commercial or industrial uses.

14. Subdivision. Regardless of whether the Property is currently composed of one (1) or more contiguous or noncontiguous tax parcels, the Property shall be considered as one parcel for the purposes of this Easement and shall be retained in common ownership as though a single legal parcel. The subdivision of the Property, whether by physical or legal process, is prohibited. Any such subdivision of the Property, recording of a subdivision plan, partition of the Property, or any attempt to divide the Property without permission of the Grantee is prohibited. Without limiting the foregoing, the term "subdivision" shall not be limited by any statutory definition that limits the concept of subdivision. Subject to the foregoing, the Property may be transferred, encumbered, mortgaged or conveyed, or leased in whole or in part, and the provisions of this Easement shall continue to encumber the Property. Nothing in this Section shall be construed to prohibit the leasing of all or a portion of the Property, subject to the restrictions of this Easement.

15. Development Rights. Except as specifically reserved or permitted in this Easement, Grantor hereby grants, remises, releases and forever quitclaims to Grantee all development rights that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described.

16. Trash. The dumping or accumulation of any kind of trash or refuse on the Property, other than agricultural-related trash and refuse produced on the Property, which must be disposed of in accordance with prudent agricultural practices and shall not be kept in an unsanitary condition or other way that materially diminishes the Conservation Values of the Property, is strictly prohibited. However, this shall not prevent the storage of agricultural products and byproducts on the Property, so long as it is done in accordance with all applicable government laws and regulations. Any residential or other trash or refuse shall not be accumulated or dumped on the Property but must be disposed of in accordance with applicable government laws and regulations.

17. Rights Retained by Grantor. As owner of the Property, Grantor retains the right to perform any act not specifically prohibited or limited by this Easement or granted to Grantee hereunder. These ownership rights include, but are not limited to, the right to exclude any member of the public from trespassing on the Property, the right to lease, sell, encumber or otherwise transfer the Property, and to grant easements over and through the Property to anyone Grantor chooses, provided that any such action shall be in accordance with terms of this Easement.