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Brian Brannon, C.S.C.  
GORDON County, Ga  
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437 E. Ponce De Leon Ave.  
Decatur, GA 30030-1938

STATE OF GEORGIA  
COUNTY OF FULTON

Deed Doc: EASE  
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MELICA KENDRICK  
Clerk Superior Court, WHITFIELD County, Ga.  
Bk 05585 Pg 0007-0034

**DEED OF CONSERVATION EASEMENT**

THIS DEED OF CONSERVATION EASEMENT (the "Instrument," or "Conservation Easement"), made this 1<sup>st</sup> day of March, 2011, by and between **THE TRUST FOR PUBLIC LAND**, a California public benefit corporation doing business in Georgia as The Trust for Public Land (Inc.) (hereinafter "Grantor"), and **GORDON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter "Grantee").

**RECITALS:**

WHEREAS, the Grantor is the owner in fee simple of certain real property (hereinafter "Property") which has aesthetic, scientific, educational, historical or ecological value in its present state as a predominately natural area which has not been subject to extensive development or exploitation, which property consisting of 473.48 acres, more or less, lying and being in Land Lots 264, 265, 275, 276, and 277, of the 13th District, 3<sup>rd</sup> Section of Gordon County, Georgia, and in Land Lot 240, 13<sup>th</sup> District, 3<sup>rd</sup> Section, of Whitfield County, Georgia is described in Exhibit "A" attached hereto and by this reference is incorporated herein; and

WHEREAS, the Property is (i) recognized as being of significant concern under 26 CFR §1.170-A-14(d)(4)(iv)(a) and/or (ii) valuable for its recreational, historical, or educational uses, any or all of which is evidenced by a "Baseline Study" on file at Grantee's office as referenced in Exhibit "B" attached hereto and defined collectively as consisting of maps, photographs, and other documentation that the parties hereto agree provide an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of this conservation easement; and

WHEREAS, the Property includes significant natural areas, which contain numerous natural resources, including access to natural habitats for many species of fish, plants and other wildlife or rare, threatened or endangered species as defined by State or Federal law, and the Property possesses significant value in said natural state which is worthy of protection, including, without limitation, the conservation value associated with the Property's being bordered on the east by the Conasauga River for a linear run of approximately 6,500 feet; and

WHEREAS, the Property is worthy of protection for its open space value based upon the scenic enjoyment of the Property by the general public, and such protection will yield a significant public benefit as contemplated in 26 CFR §1.170A-14(d)(4)(iv); and

WHEREAS, the Property is a historically important land area as defined in 26 CFR § 1.170A-14(d)(5); and

WHEREAS, upon portions of the Property is situated the battlefield where in May of 1864 the Battle of Resaca occurred as the first major encounter of the Atlanta Campaign of the Civil War, which battle was the only engagement of that campaign during which the combined forces of each army--a total of about 159,000 men--were present on the battlefield, and during which between 7,000 and 8,000 casualties were inflicted in seven separate assaults by northern and southern troops including the following units of the Army of Tennessee: Lieutenant General John Bell Hood's Corps; Major General Alexander P. Stewart's Division; Stovall's Georgia Brigade; Clayton's Alabama Brigade; Gibson's Louisiana Brigade; Baker's Alabama Brigade; Stevenson's Division; Reynolds' Brigade (NC & VA); Brown's Tennessee Brigade; Pettus's Alabama Brigade; Cherokee Artillery (van den Corput's Georgia Battery); and Marshall's Tennessee Battery; and

WHEREAS, the Property was acquired by the Grantor for the purposes of preserving the battlefield areas and other historically significant portions thereof as a Civil War Battlefield, and is currently unimproved, consisting of wooded, agricultural and open space land; and

WHEREAS, a portion of the Property fronts on U.S. Highway 41 in Gordon County, Georgia, which is an important public transportation corridor, and the Property represents publicly significant scenic open space in that corridor; and

WHEREAS, a portion of the Property fronts on Confederate Cemetery Road, and lies directly across said roadway from an historic Civil War cemetery, thus affording a significant, scenic, open-space viewshed to members of the public visiting said cemetery; and

WHEREAS, as described in further detail in the Baseline Study, the Property has significant fish and wildlife habitats, significant historical features and archeological, open space and scenic values, and/or significant recreation, silvicultural, conservation and educational opportunities (collectively, the "Conservation Values"), which are of great importance to the Grantor and Grantee; and

WHEREAS, the Grantee is a governmental unit whose purposes include protecting the natural, scenic or open space values of real property, protecting land for outdoor recreational uses of the general public, and protecting historically important land areas and/or structures; and

WHEREAS, O.C.G.A. § 44-10-1 et seq., permits the creation of conservation easements for the purposes of, inter alia, maintaining or enhancing water quality and retaining or protecting the natural, scenic, or open space values of real property, and Grantor and Grantee wish to avail themselves of the provision of that law; and

WHEREAS, the acquisition of this easement by the Grantee is funded in part by a grant of Land and Water Conservation Fund monies received via the United States National Park Service's American Battlefield Protection Program ("ABPP") under the authority of the American Battlefield Protection Act of 1996, as amended (16 U.S.C. § 469k) and is therefore subject to Section 6(f)(3) of the Land and Water Conservation Fund Act; and

WHEREAS, in accordance with the American Battlefield Protection Act and with Section 6(f)(3) of the Land and Water Conservation Fund Act, lands and interests in land acquired with Land and Water Conservation Fund assistance can be converted to a use other than conservation only upon the written permission of the Secretary of the Interior, acting through the ABPP, and only upon the substitution of other land of equal market value and usefulness for conservation/recreation purposes to be perpetually protected for conservation purposes (provided, however, it is acknowledged and agreed by the parties hereto that since the interest in land being acquired by virtue of the conveyance under this Instrument is a non-possessory, conservation easement, which, by its terms, provides for the preservation of the Property in perpetuity, the conversion of the Property to other uses would be expressly prohibited, except in strict compliance with the terms of subsection G(1) of this Instrument).

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, and of the covenants, mutual agreements, conditions and premises herein contained, the Grantor does freely give, grant, bargain, sell and convey unto the Grantee, its successors and assigns, forever, a conservation easement in perpetuity (hereinafter referred to as the "Conservation Easement") over the Property consisting of the following:

#### A. PURPOSE

The purposes of this Conservation Easement (collectively, the "Purposes") are:

- (1) Assuring the Property will be retained forever in substantially its natural, scenic, and open condition;
- (2) Maintaining and preserving the Property's water quality, wetlands, and riparian areas (including, without limitation, the conservation value associated with the Property's being bordered on the east by the Conasauga River for a linear run of approximately 6,500 feet);
- (3) Protecting the native ecological integrity of the Property;

(4) Protecting the silvicultural, agricultural, historical, archeological, open space and scenic values of the Property, particularly with regard to its significance as a Civil War battlefield site in connection with the Battle of Resaca; and

(5) Preventing any use of the Property that will significantly impair or interfere with the Conservation Values or interests of the Property.

Grantor intends that this Conservation Easement will confine the use of the Property to such activities as are consistent with the Purposes of this Conservation Easement.

## **B. AFFIRMATIVE RIGHTS**

1. Right of Entry. Grantee shall have the right, in a reasonable manner and at reasonable times, to enter the Property for the purposes of inspecting same to determine compliance herewith, provided that if Grantee does not suspect a violation of the Conservation Easement, Grantee shall first obtain Grantor's express consent, which shall not be unreasonably withheld and that Grantee shall not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property. Grantee shall also have the right to enforce by proceedings at law or in equity the covenants hereinafter set forth, including but not limited to, the right to require the restoration of the Property to its condition at the time of the grant of this Conservation Easement. The Grantee, or its successors or assigns, does not waive or forfeit the right to take action as may be necessary to insure compliance with the General Covenants (as such term is defined in Section C hereof) and purposes of this grant by any delay or failure to act in enforcing any provisions of this Conservation Easement. Nothing herein shall be construed to entitle the Grantee to institute any proceedings against Grantor for any changes to the Property due to causes beyond the Grantor's control, such as changes caused by fire, floods, storm or unauthorized wrongful acts of third persons.

2. Right of Public Access. Given the historical nature of the battlefield areas of the Property, and in keeping with the pattern of periodic, limited public access to the Property that has been permitted for a number of years prior to the date of this Instrument, it is expressly understood and agreed by Grantor and Grantee that members of the public shall have the right to access the Property as follows: (a) between 12:01 a.m. May 13 and 11:59 p.m. May 15 of each year, for purposes of commemorating the anniversary of the Battle of Resaca, given that activities comply with Section C.a.(iii) of this Conservation Easement; (b) for purposes of annual (or more frequent, with Grantor's approval) school field trips so as to allow students to participate in "Pioneer Days" historic experiences or similar educational programs; and (c) up to four (4) other times per year for purposes consistent with one or more of the Conservation Values of this Conservation Easement, as requested by or through Grantee, with reasonable advance notice by Grantee to the "Grantor's Liaison," who shall be a specific contact person designated from time to time by Grantor to Grantee in writing.

### C. GENERAL COVENANTS

1. Public Laws. Grantor shall comply with and ensure that the Property at all times complies with the requirements of all Federal, state and local laws applicable to the Property as in effect as of the execution date and hereinafter amended and enacted from time to time.

2. Prohibited Activities. Any activity on, or use of, the Property materially inconsistent with the Purposes of the Conservation Easement is prohibited. Without the prior written consent of the Grantee (which may be withheld in Grantee's absolute discretion), or except as expressly provided below in this paragraph or as otherwise expressly contemplated herein (including, without limitation, under Section D below ("Reserved Rights")), the Property shall be maintained in a manner consistent with the following restrictions:

a. Industrial, Commercial, and Agricultural Use. It is the intent of the parties hereto that the Property shall be used as an agricultural, historical, educational, open-space, and recreational resource for the benefit of the public. Industrial or commercial activities other than the following are prohibited: (i) activities that foster the preservation and interpretation of the historic battlefield (ii) agricultural, silvicultural, or horticultural activities, and (iii) activities related to the preservation, maintenance, exhibition, and interpretation of the Property as a Civil War battlefield, provided that prior to each such event all archeological material in affected areas is completely surveyed and preserved according to the regulations of the Georgia State Historic Preservation Office and the *Secretary of the Interior's Standards for Archeology and Historic Preservation*. All other industrial and commercial activities are prohibited, except as expressly permitted under the Reserved Rights. No right of access or ingress across or upon the Property may be allowed or granted if the right of access and ingress is used in conjunction with commercial or industrial activity except as permitted in this Section C.2.a. and that the Grantor may use existing roads and additional roads constructed consistent with the provisions of this Conservation Easement for commercial activity permitted in the Reserved Rights herein, as long as such activities do not impair the Conservation Values of the Property.

b. Disturbance of Natural Features; Archeology. Any change, disturbance, alteration or impairment of the natural, scenic and aesthetic features is prohibited, except as expressly provided under the Reserved Rights. Archeologically significant deposits, sites, or features on the Property shall not be intentionally disturbed or excavated except by or under the supervision of a professionally qualified archaeologist meeting or exceeding the *Secretary of the Interior's Standards for Archeology and Historic Preservation* and provided plans for such archaeological activity have been submitted to, and approved by the Grantee in writing prior to any ground-disturbing activities. Archeological projects on the Property must be a project or program of an established educational, governmental, or historical institution. Such excavation, collection, and exploration will be conducted only pursuant to a research design approved by the Grantee after formal review process outlining the scope, purpose, and exact goals of the project including resources reclamation goals, reviewed and commented upon by the Grantee in writing prior to implementation. Artifacts and objects of antiquity professionally excavated from archaeological deposits, sites, or features on the Property shall be treated and preserved according to the regulations of the Georgia State Historic Preservation Office. The Grantor shall take all reasonable precautions to protect archeological deposits, sites, or features on the Property from looting,

vandalism, erosion, mutilation, or destruction from any human cause, but shall not be held liable for any looting, vandalism, erosion, mutilation, or destruction performed by humans unless it is found that Grantor was grossly negligent in its management of the Property.

c. Structures. There shall be no construction or placing of temporary or permanent buildings (except as permitted under Reserved Rights), mobile homes, advertising signs, billboards, or other advertising material on the Property (except that Grantor or Grantee may place signs (i) designating the Property as land under the protection of Grantor or Grantee, stating the name and address of the Property and/or Property owners; (ii) providing information necessary for the normal conduct of permitted business or activity on the Property; (iii) providing notice necessary for the protection of the Property and for giving directions to visitors; (iv) providing historical interpretation and information to visitors to the Property as a Civil War battlefield site; and (v) providing notice adequate to provide notice that the Conservation Easement was purchased from a grant from the Land and Water Conservation Fund, the text of which sign shall be in accordance with Exhibit "C" attached hereto; (it being expressly agreed that nothing herein shall obligate either party to erect or maintain any such signage), nor shall there be any construction or placing of radio, cell, or other communication towers, docks, bridges, piers or other structures except as necessary in maintenance and replacement of existing structures or structures hereafter placed on the Property in compliance with this Conservation Easement; nor shall there be any construction of temporary or permanent walkways, pervious or impervious bicycle paths, or nature trails for public use except as allowed herein under Reserved Rights; nor shall there be any construction of parking lots or placement of public facilities on the Property, except as permitted under Reserved Rights herein.

d. Roads. Except as otherwise permitted under Reserved Rights as contained herein, there shall be no building of any new permanent or temporary roads, nor widening of existing roads, nor shall abandoned roads be restored.

e. Topography and Minerals. Except as otherwise permitted under Reserved Rights, there shall be no filling, excavating, dredging, or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials; nor any dumping of ashes, trash, garbage or other unsightly or offensive material on the Property. Notwithstanding the foregoing sentence to the contrary, generally accepted agricultural or wildlife management practices with regard to the management of the Property and agricultural activities conducted thereon, such as creation of brush piles, composting of agricultural waste generated on the Property, or the storage of farm machinery, organic matter, agricultural products, or agricultural byproducts on the Property, as long as such practices are conducted in accordance with applicable laws and regulations, shall be permitted. Further, there shall be no change in the topography of the land in any manner except as provided or permitted under this Conservation Easement for establishment, maintenance, or repair of roads, walkways and construction of permitted structures. Generally accepted agricultural activities shall not constitute any such alteration. Notwithstanding the foregoing, no grading, blasting, or earth removal is permitted on the Property without prior written approval of the Grantee that it will not diminish or impair the historic, archeological, scenic, or open-space values of the Property. Mining is prohibited on the Property.

f. Vegetation. Except as permitted in the Reserved Rights herein, and except for controlled cutting of diseased vegetation, removal of non-native vegetation, and re-vegetation with native plants, there shall be no removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of any vegetation, nor any disturbance or change in the natural habitat in any manner on the Property. Except as otherwise stated under Reserved Rights herein, there shall be no timber harvesting on the Property

g. Non-Native Invasive Plant Species. For the purposes of this easement, “non-native invasive plant species” is defined as any species listed by the Georgia Exotic Pest Plant Council (the “Council”) or a similar body, in the event the Council no longer exists. There shall be no planting or introduction on the Property of any species listed by the Council. Upon reasonable notice to the Grantor, Grantee shall have the right, but not the obligation, to remove non-native invasive vegetation from the Property.

h. Special Natural Areas. There are certain significant naturally occurring ecosystems within the Property, more particularly identified as Special Natural Areas in the Baseline Study. Except as otherwise stated under Reserved Rights herein, there shall be no use of the Special Natural Areas. Subject to written consent of the parties hereto, the boundaries of the Special Natural Areas may be redrawn from time to time.

i. Waters and Wetlands. Except as otherwise stated under Reserved Rights as contained herein, there shall be no disruption, pollution or alteration on or from the Property of existing surface or subsurface water flow or natural water courses, fresh water lake and pond shores, marshes, or other water bodies, nor shall there be any dredging, construction of ponds, groins, or dikes, nor any manipulation of natural water courses on the Property. No construction, animal grazing or agricultural activity (other than mowing and harvesting of established hayfields) shall be permitted within one hundred feet (100’) of the Conasauga River or any tributary stream crossing or bordering any portion of the Property.

j. Subdivision. There shall be no partitioning or subdivision of the Property, except as permitted in the Reserved Rights herein. A boundary line adjustment shall not be considered a subdivision provided that advance written approval of the boundary line adjustment is obtained from the Grantee.

k. Prohibited Use. Any use of the Property and any activity thereon is prohibited, which in the opinion of Grantee, is or may become inconsistent with this grant of Conservation Easement, such purposes being the preservation of the Conservation Values of the Property.

#### **D. RESERVED RIGHTS**

1. Management and Maintenance. The Grantor shall have the right to maintain the Property in its present condition, including, but not limited to, the right to take action to prevent or control erosion or to protect public health or safety, and to replace any existing roads, provided such replacement is consistent with the prior construction of such roads (e.g., a gravel

road shall be replaced with a gravel road, and may not be paved), and that such replacement is not otherwise inconsistent with any other provision of this Conservation Easement.

2. Recreational Uses. Grantor shall have the right to use the Property for recreational purposes, including but not limited to hunting, fishing, canoeing, rafting, swimming, and hiking, provided that such use is not otherwise in violation of this Conservation Easement and that all recreational uses shall be conducted in accordance with all federal, state and local laws.

3. Agricultural, Silvicultural and Horticultural Activity. Grantor shall have the right to selective timber thinning and harvesting, as well as to remove dead, fallen or diseased trees in existing timber stands on the Property, consistent with established forestry practices on the Property and sound arboreal, horticultural, and/or agricultural practices and shall be performed in such a way that is consistent with the historic, archeological, open-space, and scenic character of the Property (collectively, "forest management activities"). Any forest management activities shall meet or exceed standards accepted as best management practices by the Georgia Forestry Commission and are further subject to any of the general covenants relating to such activities set forth elsewhere in this Indenture. Grantor acknowledges and agrees that it is the intention of this parties to this Indenture that the portions of the Property that are primarily wooded shall be maintained in such state, as will the portions of the Property that are meadows, pastures, or being farmed (i.e., planted with crops or managed for production of harvest of products of the field), all as more fully set forth in the Baseline Study. Any and all agricultural, silvicultural and horticultural activities on the Property by Grantor shall be performed in accordance with sound arboreal, horticultural and/or agricultural practices and in such a way that is consistent with the Conservation Values of the Property. Any such agricultural land uses shall meet or exceed standards accepted as best management practices by the Georgia Soil and Water Conservation Commission. If significant portions of forested land require conversion to open field, such as in the event of a natural disaster or other necessity, Grantor must receive written approval from Grantee indicating that the proposed removal and disposal of timber will not harm or destroy the battlefield's historic setting, nor any character defining landscape features, nor any archeologically significant deposits, sites, or features within the area to be cleared. Prior to clearing significant portions of the forested land, a pre-harvest plan must be approved by Grantee.

5. Roads and Trails; Amenities for Historical Interpretation of the Property. Grantor may maintain, but not expand, existing private roads and trails on the Property, as such roads and trails are described in the Baseline Study. With Grantee's prior written approval, Grantor shall have the right to construct and maintain interpretive walking trails, footpaths, bicycle paths, roadside pull offs, equestrian trails on the Property, together with accompanying signage and markers appropriate to the exhibition and historical interpretation of the Property as a Civil War Battlefield. All interpretive trails, footpaths, bicycle paths, equestrian trails shall have a width of no more than ten feet (10'). All roadside pull-offs shall be constructed in accordance with local, state and federal guidelines. All areas around the interpretive signage and markers shall be no more than fifty square feet (50') in area. All interpretive walking trails, footpaths, bicycle paths, equestrian trails on the Property, together with accompanying signage and markers shall be constricted and maintained in strict accordance with the provision of Section C.a.(iii) above.



With Grantee's prior written permission, Grantor shall be permitted to construct temporary parking areas only on those portions of the Property indicated on the survey attached hereto as Exhibit "D". No shells, gravel or other semi-permanent materials shall be used to alter the temporary parking areas.

6. Pre-Requisites to Construction; Design Standards. Prior to the commencement of any construction otherwise permitted under the terms of this Indenture, Grantor must obtain written approval from Grantee of such construction, which approval shall not unreasonably withheld, conditioned or delayed, provided such proposed construction is permitted under the terms of this Indenture and consistent with the underlying purposes of this Conservation Easement, according to the *Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines for the Treatment of Cultural Landscapes*, and applicable local, state and federal law. Further, no such construction shall impair the Purposes of this Conservation Easement as contemplated by 26 CFR § 1.170A-14(g)(5).

7. General Rights of Grantor as Property Owner. Grantor shall have such other rights, privileges and uses incident to ownership of the Property, including but not limited to the right to lease the Property or portions thereof, and the right to convey the Property in its entirety or by those separate parcels as indicated on Exhibit D, as are not inconsistent with the terms of this Indenture. Grantor shall (a) notify all lessees or licensees of the terms of this Indenture and ensure all lessees or licensees comply with such terms, and (b) upon Grantee's request, provide Grantee with a copy of any lease, license or other pertinent documents regarding the use of the Property.

#### **E. GRANTEE'S REMEDIES**

1. Notice of Violation: Corrective Action. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of the Conservation Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Grantee. If an event or circumstance of non-compliance is corrected through negotiation and voluntary compliance, Grantor shall reimburse Grantee all reasonable costs, including staff time, incurred in investigating the non-compliance and in securing its correction.

2. Injunctive Relief. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, Grantor fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity, in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

3. Damages. Grantee shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including without limitation, damages for the loss of scenic, aesthetic, or environmental values, attorneys' fees, costs, fines and punitive damages. Without limiting Grantor's liability therefor, Grantee may apply damages recovered to the cost of undertaking any corrective action on the Property.

4. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section without prior notice to Grantors, or without waiting for the period provided for cure to expire.

5. Scope of Relief. Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in Section E(2) as contained herein, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6. Costs of Enforcement. All reasonable costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement shall be borne by Grantor; provided however, that if Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs.

7. Forbearance. Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation 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 Conservation Easement or of any of Grantee's rights under this Conservation 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.

8. Waiver. The Grantee does not waive or forfeit the right to take action as may be necessary to ensure compliance with this Conservation Easement by any prior failure to act and the Grantor hereby waives any defenses of laches, estoppel, or prescription with respect to any failure to act by the Grantee.

9. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including without limitation, fire, flood, storm and earth movement, or from any prudent action taken by Grantor

under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

10. Conversion. The parties hereto acknowledge and agree that since the conservation easement interest in Property being conveyed by Grantor to Grantee by virtue of this Instrument is a non-possessory interest, which, by its terms, provides for the preservation of the Property in perpetuity, the conversion of the Property to other uses would be expressly prohibited, except in strict compliance with the terms of Section G(1) of this Instrument. In the event of a proposed conversion of the Property to a use other than those specified herein, the Grantor shall consult with the Grantee. If following that consultation, the Grantee determines that conversion is appropriate, the Grantee shall, in accordance with Section 6(f)(3) of the Land and Water Conservation Fund Act (16 U.S.C. §460l-8 (f)(3)), propose such conversion to the Secretary of the Interior, acting through the ABPP. Any such proposal shall also include the proposed mitigation for the conversion. The proposal shall also include a letter from the Grantee setting out its opinion on the advisability of the proposed conversion and the adequacy of the proposed mitigation. The Secretary shall approve such conversion only if he or she finds it to be in accord with (i) the American Battlefield Protection Act, as amended (16 USC 469k); (ii) the then existing comprehensive statewide outdoor recreation plan; and (iii) only upon such conditions as he or she deems necessary to assure the substitution of other appropriate properties of at least equal fair market value and of reasonably equivalent usefulness and location. Notwithstanding anything in this Instrument to the contrary, no part of the Property may be converted or diverted from preservation or open space uses as herein defined except (a) in accordance with the procedures referenced in Section G(1) of this Instrument, and (b) if approved by the Secretary of the Interior, acting through the ABPP, in accordance with the requirements of Section 6(f)(3) of the Land and Water Conservation Act. In the event of a breach of Section 6(f)(3) of the Land and Water Conservation Fund Act, there shall be no remedy other than immediate compliance with Section 6(f)(3), nor may grant funds be repaid to nullify the conditions of Section 6(f)(3).

## F. COSTS AND LIABILITIES

1. Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use, permitted by this Conservation Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable Federal, State and local laws, regulations and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

2. Taxes. Grantor shall pay before delinquency, all taxes, assessments, fees and charges (collectively "taxes") of whatever description levied on or assessed against the Property by competent authority, including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

3. Subordination. In the event the Property is subject to an existing mortgage, Grantor covenants and warrants it has obtained all lenders' consents to enter into this Instrument, and has further obtained subordination agreements from all such lenders, whereby each lender has agreed to subordinate its interest to this Conservation Easement.

## G. EXTINGUISHMENT AND CONDEMNATION

1. Extinguishment. If circumstances arise in the future that render the Purposes of this Conservation Easement impossible or impractical to accomplish, this Conservation Easement can only be extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction and if approved by the Secretary of Interior, acting through ABPP, in accordance with the requirements of Section 6(f)(3) of the Land and Water Conservation Fund Act.

2. Condemnation. If any or part of the Property is taken by exercise of the power of eminent domain, whether by public, corporate, or other authority, so as to terminate this Conservation Easement, in whole or in part, Grantor and Grantee may act jointly to recover the full value of their respective interests in the Property subject to the taking, and all direct or incidental damages resulting therefrom. If the Property is condemned and Grantee cannot recover the value of its Conservation Easement as a defendant in the condemnation proceedings then Grantee shall be entitled to a portion of the condemnation proceeds recovered by Grantor that is at least equal to Grantee's percentage interest in the Property (as set forth in below in Section G(3)).

3. Proceeds. The parties hereto agree that this Conservation Easement gives rise to a property right, immediately vested in the Grantee, with a fair market value that is equal to the proportionate value that the Conservation Easement comprises in the value of the Property as a whole at the time of conveyance. The fair market value of the Conservation Easement shall be determined by the difference between the fair market value of the Property without the Conservation Easement and the fair market value of the Property encumbered with the Conservation Easement. To convert the Conservation Easement proportionate value into a percentage interest in the Property as a whole, divide the fair market value of the Conservation Easement by the fair market value of the Property without the Conservation Easement.

Prior to closing on the Conservation Easement or within six (6) months after closing (from the closing date), Grantor shall provide Grantee with a letter that identifies the Grantee's Conservation Easement percentage interest in the Property at the time of conveyance as a whole based on an appraisal of the Property, which such appraisal shall be provided along with the letter. If necessary, upon written consent of both parties, the percentage interest shall be amended to reflect any final determination thereof by a court of competent jurisdiction or the Internal Revenue Service. The proportionate value or percentage interest of the Conservation Easement retained by Grantee in the Property shall remain constant. Accordingly, if a change in conditions gives rise to the extinguishment or termination by sale in lieu of condemnation of the Conservation Easement under Section G(1) and G(2), the Grantee on a subsequent sale,

exchange, or involuntary conversion, of all or any portion of the Property is entitled to a portion of the proceeds that is at least equal to the Conservation Easement percentage interest identified in the above-referenced letter, unless the laws of the State of Georgia provide otherwise. The parties may not extinguish or terminate by sale in lieu of condemnation the Conservation Easement until such letter and appraisal is on file at Grantee's office.

4. Application of Proceeds. Grantee shall use any proceeds received under the circumstances described in Section G in a manner consistent with the Purposes and the requirements of Section 6(f)(3) of the Land and Water Conservation Fund Act, to protect other property of at least equal fair market value and of reasonably equivalent usefulness and location..

## H. ASSIGNMENT

This Conservation Easement is transferable, but Grantee may assign its rights and obligations under this Conservation Easement only to an organization that is a qualified organization at the time of transfer under 26 U.S.C.S. § 170(h) (or by any successor provision then applicable), and authorized to acquire and hold conservation easements under the Georgia Uniform Conservation Easement Act, O.C.G.A. § 44-10-1 *et seq.* (or any successor provision then applicable), or the laws of the United States, and may only be done with the written permission of the Secretary of the Interior, acting through the ABPP.

As a condition of such transfer, Grantee shall require that the conservation Purposes that this grant is intended to advance (as set forth in Section A above) continue to be carried out. Any transferee shall be required to assume Grantee's obligations in writing, in a recordable instrument. Grantee agrees to give written notice to Grantor of an assignment at least twenty (20) days prior to the date of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment, nor shall it impair the validity of this Conservation Easement or limit its enforceability in any way.

## I. SUBSEQUENT TRANSFERS AND ZONING APPLICATIONS

1. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer.

2. Notice of Zoning Applications and Building Permits. Grantor, for itself and its successors and assigns, further agrees to notify Grantee in writing of any request to obtain a building permit or to amend the zoning of the Property at least twenty (20) days prior to the filing of such a request with the appropriate governmental agencies. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Grantor hereby acknowledges that, pursuant to O.C.G.A. §44-10-4(b), Grantee is a necessary party in any proceeding of or before any

governmental agency which may result in a license, permit or order for any demolition, alteration or construction on the Property.

**J. RECORDATION**

Grantee shall record this instrument and any amendments hereto in timely fashion in the official records of Gordon and Whitfield Counties, Georgia, and may record it at any time as may be required to preserve its rights in this Conservation Easement.

**K. GENERAL PROVISIONS**

1. Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Georgia.

2. Liberal Construction. Any general rule of construction to the contrary notwithstanding this Conservation Easement shall be liberally construed in favor of the Grantee to effect the purpose of this Conservation Easement and the policy and purpose of the Georgia Uniform Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

3. Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision, to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

4. Amendment. The parties hereto may amend this Conservation Easement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the purposes or affects the perpetual duration of this Conservation Easement. ***Any such amendment shall result in equal or greater protection of the Conservation Values of the Property and conservation Purposes of this Conservation Easement, as identified in the preamble and Section A of this Instrument.*** No amendment(s) to this Conservation Easement will be binding unless such amendment is signed by all parties hereto.

5. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

6. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee," and "ABPP" where used herein, and any pronouns used in place thereof, shall include, respectively,

the above-named Grantor and its successors and assigns, and the above-named Grantee and its successors and assigns, and the above-named ABPP and its successors and assigns.

7. Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

8. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

9. Notice. Any notices required or permitted in this Conservation Easement shall be in writing and sent by registered or certified mail, postage prepaid, or overnight delivery, to the following addresses or such other substituted addresses as Grantor or Grantee may provide to the other for purposes of providing sufficient notice in their names. Notice is effective immediately if overnight or hand-delivered or three days following the day it is sent by United States Mail:

GRANTOR:  
The Trust for Public Land  
306 North Monroe  
Tallahassee, Florida 32301  
Attention: Division Legal Director

GRANTEE:  
Gordon County  
201 North Wall Street  
Calhoun, Georgia 30701  
Attention: County Attorney

10. No Merger. Grantor and Grantee agree that should Grantee, or any successor in interest to Grantee, come to own all or a portion of the fee interest subject to this Conservation Easement, (i) said owner shall observe and be bound by the obligations and the restrictions imposed upon the Property by this Conservation Easement, (ii) the Conservation Easement shall not be extinguished through the doctrine of merger in whole or in part in view of the public interest in its enforcement, and (iii) said owner as promptly as practicable shall assign the Grantee interest in the Conservation Easement of record to another qualified holder in conformity with the requirements of the Internal Revenue Code. The instrument of assignment shall refer to the provisions of this Section, and shall contain confirmatory language suitable to reimpose this Conservation Easement to the extent, if any, necessary to continue it in force.

11. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein.

12. Approvals. No approval required by this Conservation Easement shall be unreasonably withheld, conditioned or delayed by the Grantee. Nothing contained herein shall affect the authority of the Secretary of the Interior, acting through the ABPP, under Section 6(f)(3) of the Land and Water Conservation Act.

TO HAVE AND TO HOLD this Conservation Easement, together with all and singular the appurtenances and privileges belonging or in any way appertaining thereto, either in law or in equity, either in possession or expectancy, for the proper use and benefit of the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed in its name by its duly authorized signatory, and its corporate seal to be affixed, attested to by its Assistant Secretary or other duly authorized officer, the day and year first above written, and the Grantee has caused these presents to be signed in its name by its Chairman of its Board of Commissioners, the day and year first above written

Signed, sealed and delivered

**GRANTOR:**

in the presence of:

**THE TRUST FOR PUBLIC LAND,**  
a nonprofit California public benefit  
corporation d/b/a  
The Trust for Public Land, (Inc.)

Alan P. Long  
Witness

By: [Signature]  
Name: HELEN PRESTON TAPP  
Title: STATE DIRECTOR, GEORGIA

Karen A. Clarke  
Notary Public

Attest: [Signature]  
Name: LUCY BANKS  
Assistant Secretary

**KAREN A. CLARKE**  
My Commission Expires:  
**Notary Public**  
**Fulton County, Georgia**  
My Comm. Exp. 10-21-11  
[NOTARIAL SEAL]

[CORPORATE SEAL]

N.P. SEAL AFFIXED

CORP. SEAL AFFIXED



Signed, sealed and delivered

GRANTEE:

in the presence of:

GORDON COUNTY,  
a County Government

Suzanne H. Smith  
Witness

By: Judy W. Bailey

Garad Childers  
Notary Public

Name: Judy W. Bailey

Title: Chairman, Gordon County Board  
of Commissioners

My Commission Expires:

Date: 3/1, 2011

03-08-2015

Attest: Annette Berry  
County Clerk

[NOTARIAL SEAL]

N.P. SEAL AFFIXED

CORP. SEAL AFFIXED  
[County Seal]

**EXHIBIT "A"**

**Legal Description**

**Parcel 1 (a portion of Gordon Count tax parcel no. 039-109)**

All that tract or parcel of land lying and being in Land Lots 264, 265, 276 and 277, 13th District, 3rd Section of Gordon County, Georgia, and being more particularly described as follows:

Beginning at a concrete monument at the southeast corner of Land Lot 265, said corner being the common corner of Land Lots 265, 266, 275 and 276;  
thence North 00 degrees 05 minutes 36 seconds East, a distance of 1,486.09 feet to a point on the southeast right of way line of the Western and Atlantic Railroad (variable right of way);  
thence North 00 degrees 05 minutes 36 seconds East, a distance of 100.21 feet to a point on the northwest right of way line of the Western and Atlantic Railroad;  
thence along said right of way line South 41 degrees 17 minutes 12 seconds West, a distance of 182.30 feet to a point on the centerline of Chitwood Road; said point being the POINT OF BEGINNING;  
thence continuing along said right of way South 41 degrees 17 minutes 12 seconds West, a distance of 592.01 feet to a point;  
thence continuing along said right of way along a curve to the left, said curve having an arc distance of 878.09 feet, with a radius of 7,086.03 feet, and being subtended by a chord bearing of South 37 degrees 44 minutes 12 seconds West at a distance of 877.53 feet to a point;

thence continuing along said right of way South 34 degrees 11 minutes 12 seconds West, a distance of 1,912.60 feet to a point on the northeast right of way of Confederate Cemetery Road (30 foot right of way);  
 thence along said right of way of Confederate Cemetery Road North 43 degrees 01 minutes 45 seconds West, a distance of 306.16 feet to a point ;  
 thence continuing along said right of way North 41 degrees 43 minutes 43 seconds West, a distance of 94.14 feet to a point;  
 thence continuing along said right of way along a curve to the left, said curve having an arc distance of 135.96 feet, with a radius of 99.73 feet, and being subtended by a chord bearing of North 74 degrees 18 minutes 24 seconds West at a distance of 125.67 feet to a point;  
 thence continuing along said right of way South 68 degrees 33 minutes 38 seconds West, a distance of 348.45 feet to a point;  
 thence continuing along said right of way South 67 degrees 45 minutes 31 seconds West, a distance of 232.84 feet to a point;  
 thence continuing along said right of way South 67 degrees 20 minutes 44 seconds West, a distance of 198.17 feet to a point;  
 thence leaving said right of way along the lands of Wilson North 19 degrees 46 minutes 16 seconds West, a distance of 219.61 feet to a 5/8" rebar;  
 thence along the lands of Wilson South 67 degrees 20 minutes 52 seconds West, a distance of 153.50 feet to an axle;  
 thence along the lands of McDaniel North 21 degrees 35 minutes 32 seconds West, a distance of 396.57 feet to a point;  
 thence continuing along the lands of McDaniel South 82 degrees 55 minutes 34 seconds West, a distance of 670.06 feet to a point on the east right of way of U.S. Highway 41 (60 foot right of way);  
 thence along said right of way along a curve to the right, said curve having an arc distance of 31.63 feet, with a radius of 5,700.02 feet, and being subtended by a chord bearing of North 11 degrees 50 minutes 01 seconds West at a distance of 31.63 feet to a point;  
 thence continuing along said right of way North 11 degrees 40 minutes 28 seconds West, a distance of 696.63 feet to a 1/2" rebar;  
 thence leaving said right of way North 88 degrees 35 minutes 29 seconds East, a distance of 407.88 feet to a 2" angle iron;  
 thence South 01 degrees 36 minutes 08 seconds East, a distance of 193.25 feet to a 5/8" rebar;  
 thence North 88 degrees 23 minutes 52 seconds East, a distance of 504.52 feet to a 5/8" rebar;  
 thence North 01 degrees 36 minutes 08 seconds West, a distance of 573.25 feet to a 5/8" rebar;  
 thence North 38 degrees 36 minutes 39 seconds East, a distance of 323.46 feet to a 5/8" rebar;  
 thence North 50 degrees 34 minutes 42 seconds West, a distance of 227.11 feet to a 5/8" rebar on the south right of way line of Chitwood Road (30 foot right of way);  
 thence along the south right of way of Chitwood Road the following calls:  
 along a curve to the right, said curve having an arc distance of 142.42 feet, with a radius of 2,180.69 feet, and being subtended by a chord bearing of North 40 degrees 30 minutes 32 seconds East at a distance of 142.40 feet to a point;  
 North 39 degrees 28 minutes 39 seconds East, a distance of 326.61 feet to a point;  
 along a curve to the right, said curve having an arc distance of 73.43 feet, with a radius of 410.01 feet, and being subtended by a chord bearing of North 44 degrees 36 minutes 29 seconds East at a distance of 73.33 feet to a point;  
 along a curve to the right, said curve having an arc distance of 185.25 feet, with a radius of 257.30 feet, and being subtended by a chord bearing of North 66 degrees 12 minutes 49 seconds East at a distance of 181.28 feet to a point;  
 North 88 degrees 48 minutes 32 seconds East, a distance of 114.43 feet to a point;  
 South 89 degrees 39 minutes 46 seconds East, a distance of 97.41 feet to a point;

along a curve to the left, said curve having an arc distance of 178.49 feet, with a radius of 476.94 feet, and being subtended by a chord bearing of North 80 degrees 35 minutes 36 seconds East at a distance of 177.45 feet to a point;

North 66 degrees 54 minutes 32 seconds East, a distance of 94.96 feet to a point;

North 65 degrees 52 minutes 01 seconds East, a distance of 168.43 feet to a point;

along a curve to the left, said curve having an arc distance of 87.86 feet, with a radius of 606.40 feet, and being subtended by a chord bearing of North 61 degrees 42 minutes 58 seconds East at a distance of 87.79 feet to a point;

along a curve to the left, said curve having an arc distance of 256.85 feet, with a radius of 372.62 feet, and being subtended by a chord bearing of North 40 degrees 20 minutes 51 seconds East at a distance of 251.79 feet to a point;

along a curve to the right, said curve having an arc distance of 130.21 feet, with a radius of 248.13 feet, and being subtended by a chord bearing of North 36 degrees 12 minutes 33 seconds East at a distance of 128.72 feet to a point;

North 50 degrees 46 minutes 05 seconds East, a distance of 78.68 feet to a point;

North 52 degrees 55 minutes 39 seconds East, a distance of 129.62 feet to a point;

North 55 degrees 32 minutes 53 seconds East, a distance of 67.93 feet to a point;

along a curve to the right, said curve having an arc distance of 67.12 feet, with a radius of 636.35 feet, and being subtended by a chord bearing of North 64 degrees 45 minutes 50 seconds East at a distance of 67.09 feet to a point;

along a curve to the right, said curve having an arc distance of 37.10 feet, with a radius of 119.57 feet, and being subtended by a chord bearing of North 76 degrees 40 minutes 28 seconds East at a distance of 36.95 feet to a point;

along a curve to the left, said curve having an arc distance of 161.22 feet, with a radius of 1,673.98 feet, and being subtended by a chord bearing of North 82 degrees 48 minutes 16 seconds East at a distance of 161.16 feet to a point;

thence leaving said right of way South 32 degrees 16 minutes 48 seconds East, a distance of 69.85 feet to a point;

thence South 68 degrees 10 minutes 51 seconds East, a distance of 534.76 feet to a point;

thence North 17 degrees 23 minutes 32 seconds East, a distance of 222.27 feet to a point;

thence North 03 degrees 14 minutes 52 seconds West, a distance of 147.05 feet to a point on the south right of way of Chitwood Road (30 foot right of way);

thence along said right of way South 87 degrees 35 minutes 53 seconds East, a distance of 69.15 feet to a point;

thence continuing along said right of way North 06 degrees 29 minutes 03 seconds East, a distance of 15.04 feet to a point on the centerline of said Chitwood Road;

thence along said centerline and lands of Melea M. Tennant the following calls:

along a curve to the right, said curve having an arc distance of 84.88 feet, with a radius of 154.81 feet, and being subtended by a chord bearing of South 63 degrees 44 minutes 49 seconds East at a distance of 83.82 feet to a point;

South 45 degrees 34 minutes 33 seconds East, a distance of 54.08 feet to a point;

South 50 degrees 05 minutes 03 seconds East, a distance of 187.60 feet to a point;

South 52 degrees 41 minutes 03 seconds East, a distance of 191.06 feet to a point;

South 54 degrees 03 minutes 28 seconds East, a distance of 271.02 feet to a point;

South 56 degrees 07 minutes 15 seconds East, a distance of 160.96 feet to a point on the northwest right of way of the Western and Atlantic Railroad; said point being the POINT OF BEGINNING.

Said tract or parcel containing 6,744,818 square feet or 154.84 acres, and more particularly shown as Parcel 1 on that certain survey prepared for The Trust for Public Land, et al. by Robert T. Armstrong, G.R.L.S. No. 1901 of Armstrong Land Surveying, Inc. dated June 23, 2008, last revised December 28, 2010.

**Parcel 2 (a portion of Gordon County tax parcel no. 039-109)**

All that tract or parcel of land lying and being in Land Lots 265, 275 and 276, 13th District, 3rd Section of Gordon County, Georgia, and being more particularly described as follows:

Beginning at a concrete monument at the southeast corner of Land Lot 265, said corner being the common corner of Land Lots 265, 266, 275 and 276; thence along the north line of Land Lot 275 and the lands of Dooley North 89 degrees 21 minutes 59 seconds East, a distance of 2,430.50 feet to a point on the bank of the Conasauga River; thence along the bank of the Conasauga the following calls:

South 09 degrees 01 minutes 23 seconds West, a distance of 24.41 feet to a point;  
 South 01 degrees 35 minutes 46 seconds East, a distance of 164.99 feet to a point;  
 South 08 degrees 38 minutes 37 seconds West, a distance of 72.31 feet to a point;  
 South 21 degrees 58 minutes 55 seconds West, a distance of 54.42 feet to a point;  
 South 29 degrees 16 minutes 41 seconds West, a distance of 175.62 feet to a point;  
 South 49 degrees 18 minutes 32 seconds West, a distance of 75.05 feet to a point;  
 South 63 degrees 41 minutes 00 seconds West, a distance of 125.12 feet to a point;  
 South 53 degrees 38 minutes 51 seconds West, a distance of 78.58 feet to a point;  
 South 60 degrees 00 minutes 49 seconds West, a distance of 91.10 feet to a point;  
 South 49 degrees 38 minutes 58 seconds West, a distance of 144.29 feet to a point;  
 South 34 degrees 02 minutes 01 seconds West, a distance of 86.04 feet to a point;  
 South 46 degrees 49 minutes 55 seconds West, a distance of 74.35 feet to a point;  
 South 06 degrees 55 minutes 36 seconds West, a distance of 116.07 feet to a point;  
 South 03 degrees 45 minutes 16 seconds East, a distance of 141.82 feet to a point;  
 South 06 degrees 42 minutes 55 seconds West, a distance of 93.64 feet to a point;  
 South 22 degrees 54 minutes 59 seconds East, a distance of 100.31 feet to a point;  
 South 20 degrees 39 minutes 08 seconds East, a distance of 201.54 feet to a point;  
 South 37 degrees 25 minutes 41 seconds East, a distance of 68.56 feet to a point;  
 South 24 degrees 13 minutes 49 seconds East, a distance of 184.86 feet to a point;  
 South 15 degrees 51 minutes 17 seconds East, a distance of 83.98 feet to a point;  
 South 04 degrees 09 minutes 35 seconds East, a distance of 86.57 feet to a point;  
 South 35 degrees 26 minutes 27 seconds West, a distance of 74.52 feet to a point;  
 South 63 degrees 35 minutes 32 seconds West, a distance of 73.46 feet to a point;  
 South 74 degrees 24 minutes 42 seconds West, a distance of 117.20 feet to a point;  
 North 77 degrees 45 minutes 07 seconds West, a distance of 127.33 feet to a point;  
 North 67 degrees 26 minutes 09 seconds West, a distance of 107.94 feet to a point;  
 North 75 degrees 11 minutes 40 seconds West, a distance of 190.71 feet to a point;  
 North 68 degrees 32 minutes 11 seconds West, a distance of 107.69 feet to a point;  
 South 87 degrees 17 minutes 58 seconds West, a distance of 60.93 feet to a point;  
 North 76 degrees 21 minutes 50 seconds West, a distance of 112.60 feet to a point;  
 North 80 degrees 47 minutes 53 seconds West, a distance of 90.97 feet to a point;  
 North 80 degrees 40 minutes 53 seconds West, a distance of 232.23 feet to a point;  
 South 89 degrees 56 minutes 34 seconds West, a distance of 139.88 feet to a point;  
 South 86 degrees 18 minutes 14 seconds West, a distance of 260.21 feet to a point;  
 South 88 degrees 38 minutes 49 seconds West, a distance of 106.31 feet to a point;  
 South 83 degrees 30 minutes 20 seconds West, a distance of 214.66 feet to a point;  
 South 85 degrees 28 minutes 03 seconds West, a distance of 105.59 feet to a point;  
 South 83 degrees 19 minutes 25 seconds West, a distance of 115.77 feet to a point;  
 South 75 degrees 47 minutes 42 seconds West, a distance of 118.30 feet to a point;  
 South 89 degrees 46 minutes 31 seconds West, a distance of 109.73 feet to a point;  
 South 86 degrees 22 minutes 32 seconds West, a distance of 100.32 feet to a point;

South 75 degrees 37 minutes 48 seconds West, a distance of 153.72 feet to a point;  
 South 81 degrees 03 minutes 41 seconds West, a distance of 89.84 feet to a point;  
 South 87 degrees 36 minutes 14 seconds West, a distance of 90.00 feet to a point;  
 South 78 degrees 20 minutes 32 seconds West, a distance of 95.83 feet to a point;  
 South 80 degrees 42 minutes 59 seconds West, a distance of 91.04 feet to a point;  
 South 75 degrees 49 minutes 14 seconds West, a distance of 139.63 feet to a point;  
 South 60 degrees 09 minutes 53 seconds West, a distance of 88.69 feet to a point;  
 South 54 degrees 27 minutes 24 seconds West, a distance of 67.95 feet to a point;  
 South 61 degrees 03 minutes 03 seconds West, a distance of 102.43 feet to a point;  
 South 54 degrees 53 minutes 14 seconds West, a distance of 102.27 feet to a point;  
 South 45 degrees 08 minutes 03 seconds West, a distance of 70.74 feet to a point;  
 South 47 degrees 24 minutes 51 seconds West, a distance of 114.10 feet to a point;  
 South 58 degrees 47 minutes 06 seconds West, a distance of 62.94 feet to a point;  
 South 40 degrees 21 minutes 36 seconds West, a distance of 72.39 feet to a point;  
 South 56 degrees 46 minutes 33 seconds West, a distance of 184.71 feet to a point;  
 South 47 degrees 16 minutes 57 seconds West, a distance of 114.41 feet to a point;  
 South 43 degrees 18 minutes 33 seconds West, a distance of 114.98 feet to a point;  
 South 51 degrees 42 minutes 49 seconds West, a distance of 145.19 feet to a point;  
 South 41 degrees 08 minutes 05 seconds West, a distance of 83.21 feet to a point;  
 South 45 degrees 08 minutes 18 seconds West, a distance of 41.76 feet to a point;  
 thence leaving said river bank and along the lands of Parker North 83 degrees 24 minutes 24 seconds West, a distance of 659.99 feet to a point on the southeast right of way line of the Western and Atlantic Railroad (right of way varies); thence along said right of way along a curve to the right, said curve having an arc distance of 1,161.89 feet, with a radius of 3,769.83 feet, and being subtended by a chord bearing of North 25 degrees 00 minutes 37 seconds East at a distance of 1,157.30 feet to a point; thence continuing along said right of way North 56 degrees 09 minutes 37 seconds West, a distance of 17.00 feet to a point; thence continuing along said right of way along a curve to the right, said curve having an arc distance of 69.60 feet, with a radius of 3,786.83 feet, and being subtended by a chord bearing of North 34 degrees 21 minutes 58 seconds East at a distance of 69.60 feet to a point; thence continuing along said right of way North 34 degrees 11 minutes 12 seconds East, a distance of 2,322.94 feet to a point; thence continuing along said right of way along a curve to the right, said curve having an arc distance of 869.91 feet, with a radius of 7,020.03 feet, and being subtended by a chord bearing of North 37 degrees 44 minutes 12 seconds East at a distance of 869.35 feet to a point; thence continuing along said right of way North 41 degrees 17 minutes 12 seconds East, a distance of 698.91 feet to a point on the east line of Land Lot 265; thence leaving said right of way and along the east line of Land Lot 265 and the lands of Dooley South 00 degrees 05 minutes 36 seconds West, a distance of 1,486.09 feet to a concrete monument; said point being the POINT OF BEGINNING.

Said tract or parcel containing 9,094,862 square feet or 208.79 acres, shown as Parcel 2 on a plat of survey for The Trust for Public Land, et al., prepared by Robert T. Armstrong, G.R.L.S. No. 1901 of Armstrong Land Surveying Inc., dated June 23, 2008, last revised December 28, 2010.

**Parcel 3 (Whitfield County tax parcel no. 13-240-07-000)**

All that tract or parcel of land lying and being in Land Lot 240, 13th District, 3rd Section of Whitfield County, Georgia, and being more particularly described as follows:

Beginning at a 2" flat iron at the southwest corner of Land Lot 240, said land lot corner being the common corner of Land Lots 240, 241, 264 and 265; thence along the lands of Bobby T. Nance and along the west line of Land Lot 240 North 00 degrees 04 minutes 52 seconds West, a distance of 1,392.27 feet to a 5/8" rebar; thence leaving said land lot line and along the lands of Dennis M. Nance and Martha

Nance Chitwood North 89 degrees 59 minutes 51 seconds East, a distance of 839.89 feet to a 1/2" rod; thence along the lands of Dennis M. Nance South 31 degrees 13 minutes 35 seconds East, a distance of 1,628.19 feet to a 1/2" rebar found on the south line of Land Lot 240; thence along the lands of Melea Tennant, Martha Chitwood, and Julian Medders and along the south line of Land Lot 240 due West, a distance of 1,682.01 feet to a 2" flat iron; said point being the POINT OF BEGINNING.

Said tract or parcel containing 1,755,605 square feet or 40.30 acres, and being more particularly shown as Parcel 3 on that certain survey prepared for The Trust for Public Land, et al. by Robert T. Armstrong, G.R.L.S. No. 1901 of Armstrong Land Surveying, Inc. dated June 23, 2008, last revised December 28, 2010.

**Parcel 4 (a portion of Gordon County tax parcel no. 039-125)**

All that tract or parcel of land lying and being in Land Lot 264, 13th District, 3rd Section of Gordon County, Georgia, and being more particularly described as follows:

Beginning at a 2 inch flat iron at the northeast corner of Land Lot 264, said corner being the common corner of Land Lots 240, 241, 264 and 265; thence along the east line of Land Lot 264 South 00 degrees 04 minutes 52 seconds East, a distance of 387.37 feet to a point; thence leaving said land lot line South 86 degrees 03 minutes 33 seconds West, a distance of 534.36 feet to a point; thence due South, a distance of 574.02 feet to a point; thence North 50 degrees 44 minutes 56 seconds West, a distance of 42.32 feet to a point; thence North 73 degrees 57 minutes 14 seconds West, a distance of 23.72 feet to a point; thence North 89 degrees 03 minutes 18 seconds West, a distance of 26.32 feet to a point; thence South 79 degrees 43 minutes 34 seconds West, a distance of 61.51 feet to a point; thence South 89 degrees 19 minutes 32 seconds West, a distance of 61.18 feet to a point; thence North 70 degrees 01 minutes 17 seconds West, a distance of 56.34 feet to a point; thence North 80 degrees 48 minutes 03 seconds West, a distance of 39.06 feet to a point; thence South 67 degrees 13 minutes 58 seconds West, a distance of 62.52 feet to a point; thence North 28 degrees 36 minutes 29 seconds West, a distance of 23.91 feet to a 1/2" rebar; thence South 61 degrees 38 minutes 33 seconds West, a distance of 238.11 feet to a point; thence South 26 degrees 54 minutes 07 seconds East, a distance of 297.86 feet to a 1/2" rebar; thence North 50 degrees 33 minutes 22 seconds East, a distance of 251.46 feet to a 1/2" rebar; thence South 01 degrees 03 minutes 42 seconds East, a distance of 698.13 feet to a point on the north right of way line of Chitwood Road (30 foot right of way); thence along said right of way along a curve to the left, said curve having an arc distance of 29.73 feet, with a radius of 2,210.69 feet, and being subtended by a chord bearing of South 37 degrees 42 minutes 21 seconds West at a distance of 29.73 feet to a point; thence continuing along said right of way South 41 degrees 27 minutes 51 seconds West, a distance of 45.70 feet to a point; thence continuing along said right of way along a curve to the right, said curve having an arc distance of 284.72 feet, with a radius of 803.64 feet, and being subtended by a chord bearing of South 57 degrees 00 minutes 39 seconds West at a distance of 283.23 feet to a point; thence continuing along said right of way along a curve to the right, said curve having an arc distance of 120.02 feet, with a radius of 388.79 feet, and being subtended by a chord bearing of South 79 degrees 49 minutes 12 seconds West at a distance of 119.55 feet to a point; thence continuing along said right of way along a curve to the right, said curve having an arc distance of 121.45 feet, with a radius of 188.52 feet, and being subtended by a chord bearing of North 72 degrees 52 minutes 49 seconds West at a distance of 119.36 feet to a point; thence continuing along said right of way North 59 degrees 51 minutes 54 seconds West, a distance of 87.32 feet to a point; thence continuing along said right of way along a curve to the left, said curve having an arc distance of 162.87 feet, with a radius of 448.54 feet, and being subtended by a chord bearing of North 69 degrees 51 minutes 22 seconds West at a distance of 161.97 feet to a point; thence continuing along said right of way along a curve to the left, said curve having an arc distance of 137.35 feet, with a radius of 321.16 feet, and being subtended by a chord bearing of South 81 degrees 36 minutes 08 seconds West at a distance of 136.30 feet to a point; thence continuing along said right of way South 70 degrees

42 minutes 41 seconds West, a distance of 150.85 feet to a point on the east right of way line of U.S. Highway 41 (60 foot right of way); thence along said right of way of U.S. Highway 41 North 11 degrees 40 minutes 28 seconds West, a distance of 460.81 feet to a point; thence continuing along said right of way along a curve to the right, said curve having an arc distance of 680.31 feet, with a radius of 925.50 feet, and being subtended by a chord bearing of North 09 degrees 23 minutes 02 seconds East at a distance of 665.10 feet to a point; thence continuing along said right of way North 30 degrees 26 minutes 32 seconds East, a distance of 1,069.77 feet to a point on the north line of Land Lot 264; thence leaving said right of way along said land lot line and the lands of Nance North 89 degrees 34 minutes 44 seconds East, a distance of 1,229.77 feet to a 2" flat iron; said point being the POINT OF BEGINNING.

Said tract or parcel containing 2,222,274 square feet or 51.02 acres, and being more particularly shown as Parcel 4 on that certain survey prepared for The Trust for Public Land, et al. by Robert T. Armstrong, G.R.L.S. No. 1901 of Armstrong Land Surveying, Inc. dated June 23, 2008, last revised December 28, 2010.

**Parcel 5 (a portion of Gordon County tax parcel no. 039-125)**

All that tract or parcel of land lying and being in Land Lot 265, 13th District, 3rd Section of Gordon County, Georgia, and being more particularly described as follows:

Commencing at a 2" flat iron at the northwest corner of Land Lot 265, said corner being the common corner of Land Lots 240, 241, 264 and 265; thence along the north line of Land Lot 265 due East, a distance of 396.00 feet to a point; said point being the POINT OF BEGINNING; thence along the north line of Land Lot 265 due East, a distance of 776.70 feet to a point; thence leaving said land lot line South 20 degrees 35 minutes 58 seconds East, a distance of 659.27 feet to a point on the north right of way line of Chitwood Road (30 foot right of way); thence along said right of way South 78 degrees 49 minutes 55 seconds West, a distance of 106.64 feet to a point; thence continuing along said right of way South 76 degrees 54 minutes 32 seconds West, a distance of 97.67 feet to a point; thence continuing along said right of way along a curve to the right, said curve having an arc distance of 157.51 feet, with a radius of 1,643.98 feet, and being subtended by a chord bearing of South 82 degrees 49 minutes 07 seconds West at a distance of 157.45 feet to a point; thence continuing along said right of way along a curve to the left, said curve having an arc distance of 46.41 feet, with a radius of 149.57 feet, and being subtended by a chord bearing of South 76 degrees 40 minutes 28 seconds West at a distance of 46.22 feet to a point; thence continuing along said right of way along a curve to the left, said curve having an arc distance of 71.93 feet, with a radius of 666.35 feet, and being subtended by a chord bearing of South 64 degrees 41 minutes 36 seconds West at a distance of 71.89 feet to a point; thence continuing along said right of way South 55 degrees 32 minutes 53 seconds West, a distance of 70.22 feet to a point; thence continuing along said right of way South 52 degrees 55 minutes 39 seconds West, a distance of 130.87 feet to a point; thence continuing along said right of way South 50 degrees 46 minutes 05 seconds West, a distance of 79.12 feet to a point; thence continuing along said right of way along a curve to the left, said curve having an arc distance of 32.02 feet, with a radius of 278.13 feet, and being subtended by a chord bearing of South 47 degrees 55 minutes 06 seconds West at a distance of 32.00 feet to a point; thence leaving said right of way North 22 degrees 09 minutes 14 seconds West, a distance of 600.00 feet to a point; thence South 86 degrees 03 minutes 33 seconds West, a distance of 68.74 feet to a point; thence North 00 degrees 04 minutes 52 seconds West, a distance of 360.09 feet to a point on the north line of Land Lot 265; said point being the POINT OF BEGINNING.

Said tract or parcel containing 605,889 square feet or 13.91 acres, and more particularly shown as Parcel 5 on that certain survey prepared for The Trust for Public Land, et al. by Robert T. Armstrong, G.R.L.S. No. 1901 of Armstrong Land Surveying, Inc. dated June 23, 2008, last revised December 28, 2010.

**Parcel 7 (a portion of Gordon County tax parcel no. 039-109)**

All that tract or parcel of land lying and being in Land Lot 264, 13th District, 3rd Section of Gordon County, Georgia, and being more particularly described as follows:

Beginning at the intersection of the easterly right of way of U.S. Highway 41 (60 foot right of way) and the southerly right of way of Chitwood Road (30 foot right of way);  
 thence along said right of way of Chitwood Road North 70 degrees 42 minutes 41 seconds East, a distance of 155.23 feet to a point;  
 thence continuing along said right of way along a curve to the right, said curve having an arc distance of 123.33 feet, with a radius of 291.16 feet and being subtended by a chord bearing of North 81 degrees 25 minutes 03 seconds East at a distance of 122.41 feet to a point;  
 thence continuing along said right of way along a curve to the right, said curve having an arc distance of 150.52 feet, with a radius of 418.54 feet and being subtended by a chord bearing of South 69 degrees 44 minutes 33 seconds East at a distance of 149.71 feet to a point;  
 thence continuing along said right of way South 59 degrees 51 minutes 54 seconds East, a distance of 86.06 feet to point;  
 thence continuing along said right of way along a curve to the left, said curve having an arc distance of 40.47 feet, with a radius of 218.52 feet and being subtended by a chord bearing of South 60 degrees 07 minutes 02 seconds East at a distance of 40.41 feet to a 5/8" rebar;  
 thence leaving said right of way South 01 degrees 36 minutes 08 seconds East, a distance of 549.97 feet to a 2" angle iron;  
 thence North 36 degrees 44 minutes 31 seconds West, a distance of 319.09 feet to a 1/2" rebar;  
 thence North 83 degrees 54 minutes 31 seconds West, a distance of 279.49 feet to a point on the easterly right of way of U.S. Highway 41 (60 foot right of way);  
 thence along said right of way North 11 degrees 40 minutes 28 seconds West, a distance of 316.58 feet to a point at the intersection of said right of way and the southerly right of way of Chitwood Road (30 foot right of way); said point being the POINT OF BEGINNING.

Said tract or parcel containing 201,369 square feet or 4.62 acres, and more particularly shown as Parcel 7 on that certain survey prepared for The Trust for Public Land, et al. by Robert T. Armstrong, G.R.L.S. No. 1901 of Armstrong Land Surveying, Inc. dated June 23, 2008, last revised December 28, 2010.



**EXHIBIT "B"**

**A complete copy of the Baseline Study, including photographs, shall be filed and maintained in Grantee's office records**

**EXHIBIT "C"**

**Land and Water Conservation Fund Sign Language**

**“Battle of Resaca, Georgia”  
May 14, 15, 1864**

On May 14th, 15th, of 1864, this property played a major role in the outcome of the battle between General Joseph E. Johnston (CS) and Federal General William T. Sherman (US). This site had the second largest amount of casualties during the battle.

On May 14th, the CS forces attacked the weak Federal left flank but failed to exploit their advantage.

On May 15th, CS forces repeated the attack on the reinforced Federal left and failed after heavy casualties. During this time Federal forces attacked and captured the CS Cherokee four gun artillery battery.

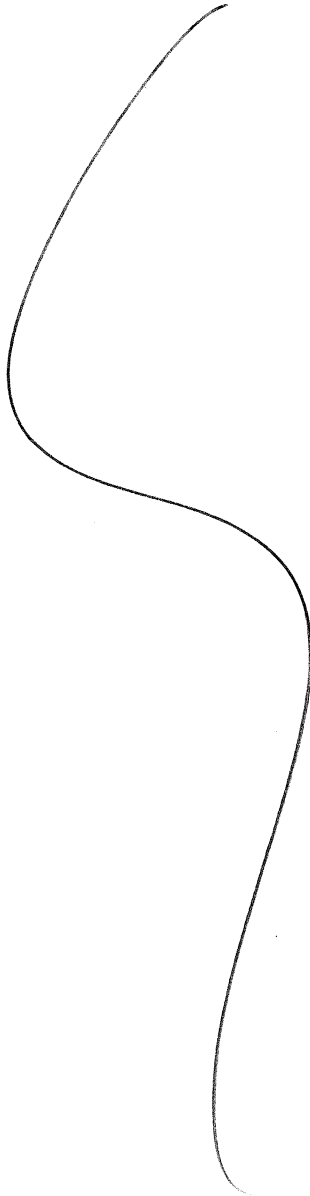
During the night of May 15th, the Confederate army withdrew due to the danger of being cut off from retreat.

This site is being preserved with the help of a Federal grant a grant from the Land and Water Conservation Fund, administered by the National Park Service.

Thanks to the leadership of the Trust for Public Land, Gordon County, the Civil War Trust, and the Georgia Battlefields Association.”

Exhibit "D"

Survey



LEGAL DESCRIPTIONS

PARCEL 1  
All that part of the parcel of land...

PARCEL 2  
All that part of the parcel of land...

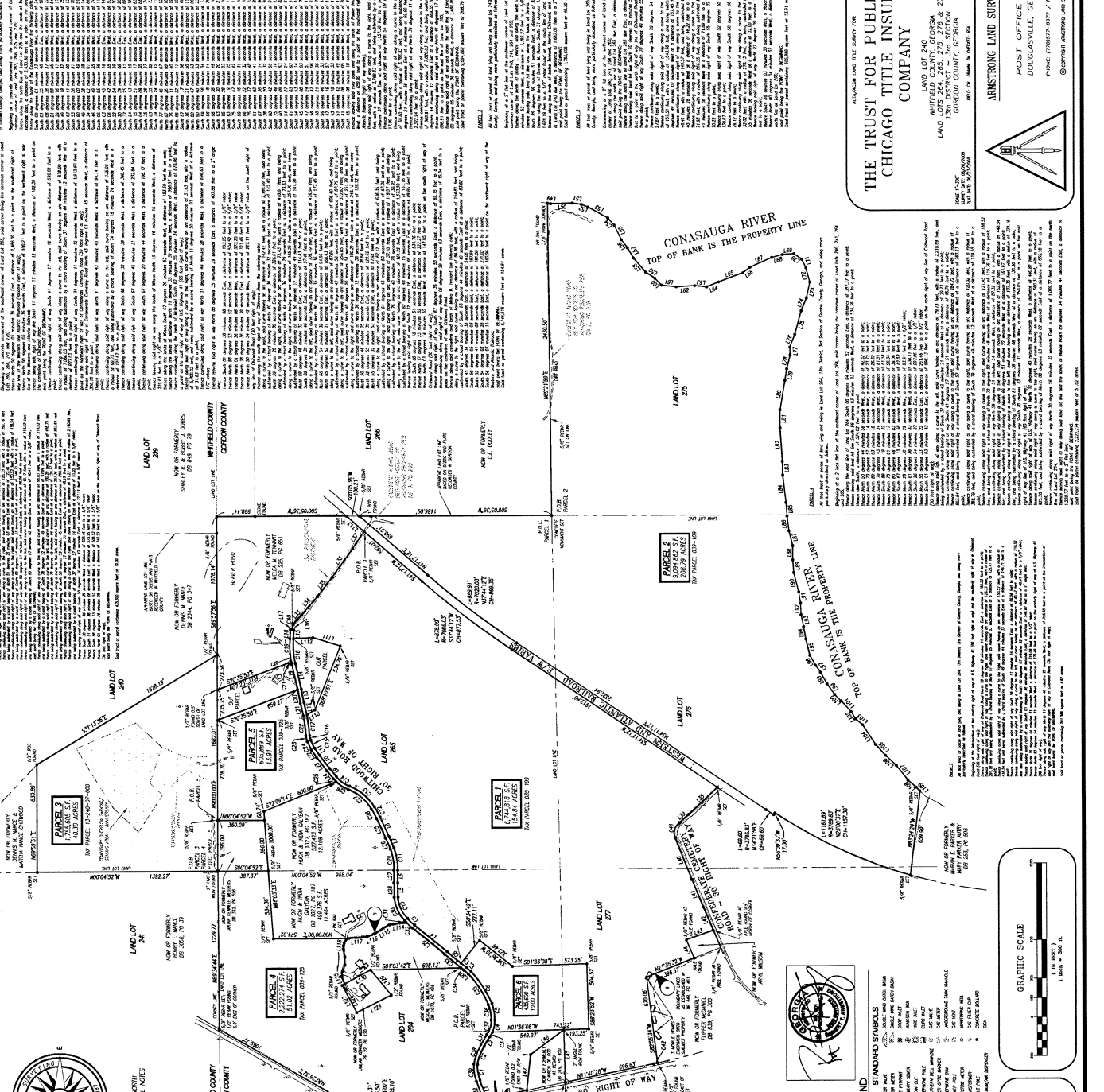
PARCEL 3  
All that part of the parcel of land...

PARCEL 4  
All that part of the parcel of land...

PARCEL 5  
All that part of the parcel of land...

PARCEL 6  
All that part of the parcel of land...

PARCEL 7  
All that part of the parcel of land...



LAND LOT 240  
LAND LOT 241  
LAND LOT 242  
LAND LOT 243  
LAND LOT 244  
LAND LOT 245  
LAND LOT 246  
LAND LOT 247

PARCEL 1  
PARCEL 2  
PARCEL 3  
PARCEL 4  
PARCEL 5  
PARCEL 6  
PARCEL 7

CONASAUGA RIVER  
TOP OF BANK IS THE PROPERTY LINE

U.S. HIGHWAY 41  
60' RIGHT OF WAY

LAND LOT 240  
LAND LOT 241  
LAND LOT 242  
LAND LOT 243  
LAND LOT 244  
LAND LOT 245  
LAND LOT 246  
LAND LOT 247

PARCEL 1  
PARCEL 2  
PARCEL 3  
PARCEL 4  
PARCEL 5  
PARCEL 6  
PARCEL 7

CONASAUGA RIVER  
TOP OF BANK IS THE PROPERTY LINE

U.S. HIGHWAY 41  
60' RIGHT OF WAY

LAND LOT 240  
LAND LOT 241  
LAND LOT 242  
LAND LOT 243  
LAND LOT 244  
LAND LOT 245  
LAND LOT 246  
LAND LOT 247

LAND LOT 240  
LAND LOT 241  
LAND LOT 242  
LAND LOT 243  
LAND LOT 244  
LAND LOT 245  
LAND LOT 246  
LAND LOT 247

PARCEL 1  
PARCEL 2  
PARCEL 3  
PARCEL 4  
PARCEL 5  
PARCEL 6  
PARCEL 7

CONASAUGA RIVER  
TOP OF BANK IS THE PROPERTY LINE

U.S. HIGHWAY 41  
60' RIGHT OF WAY

LAND LOT 240  
LAND LOT 241  
LAND LOT 242  
LAND LOT 243  
LAND LOT 244  
LAND LOT 245  
LAND LOT 246  
LAND LOT 247

PARCEL 1  
PARCEL 2  
PARCEL 3  
PARCEL 4  
PARCEL 5  
PARCEL 6  
PARCEL 7

CONASAUGA RIVER  
TOP OF BANK IS THE PROPERTY LINE

U.S. HIGHWAY 41  
60' RIGHT OF WAY

LAND LOT 240  
LAND LOT 241  
LAND LOT 242  
LAND LOT 243  
LAND LOT 244  
LAND LOT 245  
LAND LOT 246  
LAND LOT 247

THE TRUST FOR PUBLIC LAND CHICAGO TITLE INSURANCE COMPANY  
ARMSTRONG LAND SURVEYING, INC.  
POST OFFICE BOX 775  
DOUGLASSVILLE, GEORGIA 30135

LEGAL DESCRIPTIONS (continued)

LEGAL DESCRIPTIONS (continued)

LEGAL DESCRIPTIONS (continued)

LEGEND  
STANDARD ABBREVIATIONS  
STANDARD SYMBOLS  
GRAPHIC SCALE  
1 inch = 500 feet

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