

RESOLUTION 17-09

**A RESOLUTION TO CONVEY INTENT TO ACCEPT
CONVEYANCE OF RIPPAVILLA PLANTATION TO
THE CITY OF SPRING HILL, TENNESSEE**

WHEREAS, in June 2016, a Rippavilla Due Diligence Panel was created consisting of members of the Spring Hill Board of Mayor and Aldermen, Spring Hill staff and representatives and members of Rippavilla, Inc. and staff with a charge to evaluate a potential donation of Rippavilla Plantation to the City of Spring Hill; and

WHEREAS, Rippavilla, Inc. has submitted a formal request that the City of Spring Hill accept donation of Rippavilla Plantation, including the historic mansion and property consisting of approximately 98.44 acres, under terms outlined in a proposal, contingent on finalization of a Donation Agreement and/or Use Agreement; and

WHEREAS, the Rippavilla Due Diligence Panel has completed their evaluation of the donation proposal and has completed an Assessment and Recommendation report that includes a recommendation that the City proceed with acceptance of donation of Rippavilla Plantation to the City.

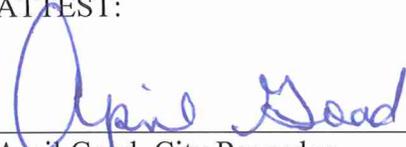
NOW, THEREFORE, BE IT RESOLVED, that the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, conveys its intent to accept conveyance of Rippavilla Plantation to the City, and authorizes the City Attorney to proceed with completing an Assessment to identify obligations that City may have as Successor of Rippavilla, Inc, if any, and further authorizes the City Attorney to proceed with the preparation of a Donation Agreement and/or Use Agreement to be presented and approved by the Board of Mayor and Aldermen.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 17th day of January, 2017.



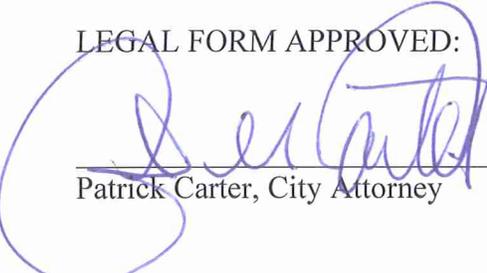
Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



Rippavilla Plantation Assessment and Recommendation

Prepared for
The City of Spring Hill Board of Mayor and Aldermen

Prepared by
The Rippavilla Due Diligence Panel

Date: December 23, 2016

RIPPAVILLA DUE DILIGENCE PANEL MEMBERS

David St. Charles, Chairman



CITY OF SPRING HILL, TENNESSEE

Alderman Jonathan Duda
Alderman Matt Fitterer
Alderman Susan Zemek

DE-FACTO MEMBER

Victor Lay, City Administrator

RIPPAVILLA, INC.

Corrine Tomlinson, Vice-Chair
Greg Bearden
Mike Rayburn

DE-FACTO MEMBER & SECRETARY

Pam Perdue Pace, Executive Director

About the Rippavilla Due Diligence Panel

The Rippavilla Due Diligence Panel was formed June 21, 2016 by City of Spring Hill Mayor, Rick Graham. The panel included three members of the City of Spring Hill Board of Mayor and Aldermen, three members of the Board of Directors for Rippavilla, Inc, David St. Charles (a business owner and citizen of the City of Spring Hill), and Executive Staff of each of the representing organizations serving as non-voting de-facto members in support of the panel. In August of 2016, Alderman Susan Zemek resigned from the panel and was not replaced.

The task provided to the panel by Mayor Graham, was to fully explore the option of the donation of Rippavilla Plantation property to the City of Spring Hill for the preservation, operation and ongoing maintenance of this Historic Site into perpetuity.

In completing this charge, the panel met regularly throughout June 2016 through December 2016 to prepare this Assessment and Recommendation of this potential opportunity.

Cover Photo: "Rippavilla Porch", Mike Talplacido for Civil War Trust

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Description of Opportunity

The Board of Directors of Rippavilla, Inc. has approached the City of Spring Hill about the possibility of conveying Rippavilla Plantation to the City, including the historic home, property consisting of approximately 98.44 acres, all improvements and fixtures, but excluding all artifacts, floor coverings, drapery and other personal property located within the historic home. Prior to conveyance, Rippavilla, Inc. intends to complete a conservation easement with The Land Trust of Tennessee, Inc. The conveyance of Rippavilla Plantation would be subject to the easement and its restrictions.

After completing the conveyance of Rippavilla Plantation to the City, a new entity intended to be known as Friends of Rippavilla, LLC (a non-profit corporation) would be formed. The City and Friends of Rippavilla would enter into a use agreement under which the City would agree to continue operations of Rippavilla Plantation as a museum and park land, and support ongoing maintenance and preservation of the property, while Friends of Rippavilla would exist to support the City and leverage its nonprofit status with donations, grants, fundraising events and other support activities.

Description of Next Steps and Action Items

Rippavilla, Inc. should first submit an offer of intent to convey the property to the City. If the City is agreeable to the conveyance, there are a number of actions and activities that would have to occur. First, an assessment of the legal provisions and restrictions of the conservation easement, use restrictions, and obligations of the City will need to be completed. Additionally, a formal agreement between the City and Rippavilla, Inc. will need to be drafted. Finally, formal acceptance of the conveyance, including approval of the agreement, will need to occur.

<u>Action Item</u>	<u>Party Responsible</u>
1) Formal Proposal to City of Spring Hill	Rippavilla, Inc.
2) Approval of Intent to Accept Conveyance	City of Spring Hill
3) Legal Provisions Assessment	City of Spring Hill
4) Drafting of Formal Agreement Between City and Rippavilla	Both Parties
5) Completion of Conservation Easement with Land Trust of Tennessee	Rippavilla, Inc.
6) Formal Acceptance of Conveyance	City of Spring Hill

Recommendation

Having evaluated and assessed this opportunity (a detail of which follows), this panel recommends the City proceed with approval of an intent to accept conveyance of Rippavilla Plantation by Rippavilla, Inc.

I hereby submit this assessment and recommendation on behalf of the Rippavilla Due Diligence Panel for your consideration:

Signature: David St. Charles
David St. Charles, Chairman

Date: 12/23/16

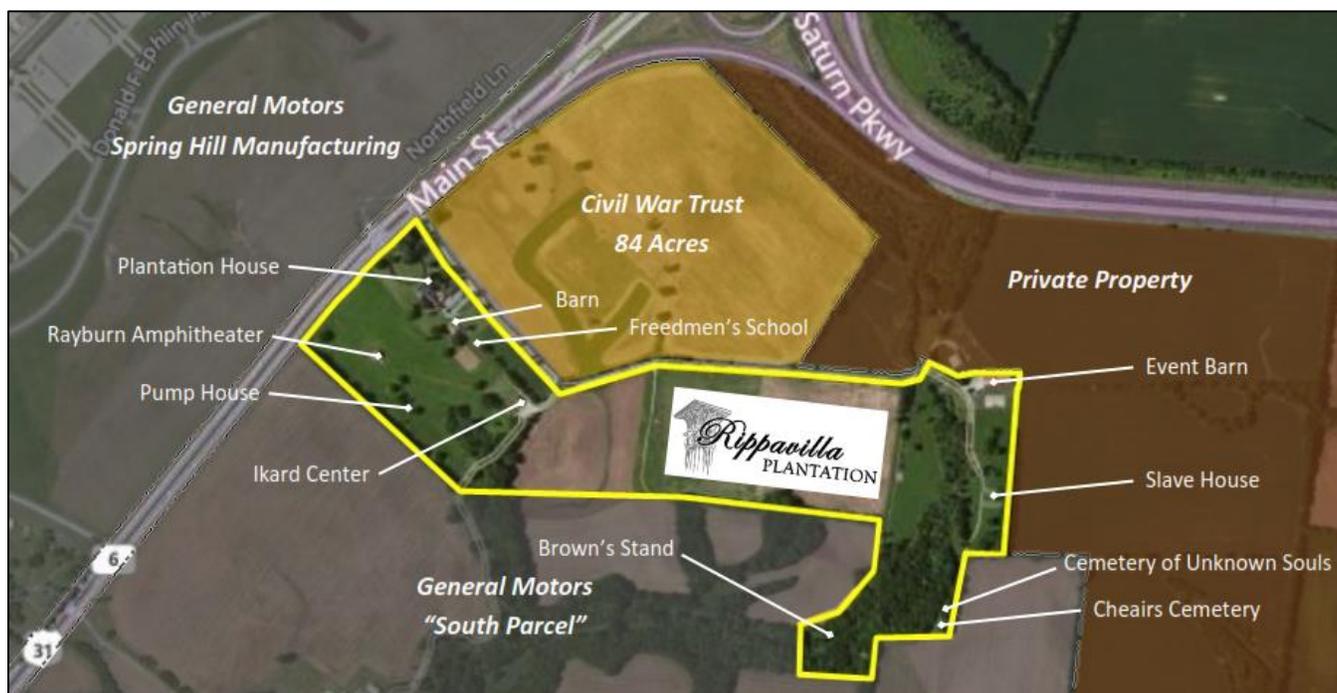
Description of Property

Rippavilla Plantation consists of approximately 98.44 acres located in unincorporated Maury County, Tennessee, just south of TN State Route 396, “Saturn Parkway”, just outside the municipal corporate limits of The City of Spring Hill. The property consists of primarily open space, agricultural and forest land. The property surrounds and forms the context for Rippavilla, a two-story brick antebellum-style plantation house with classic Greek Revival architecture constructed from 1852 to 1855.

Also located on the property are the Carriage house (currently serving as a Gift Shop for the museum), an original Slave Cabin, a Freedmen Bureau’s School House (circa 1870), Historic Cheairs Cemetery, Brown’s Stand (a historically accurate recreated log structure), Ikard Center, a number of barns and other structures supporting the agricultural use of the property, and Rayburn Amphitheatre.

In 1985, the Maury County Industrial Development Board purchased the property, along with over 2,000 additional acres, and leased the entire property to Saturn Corporation. Saturn Corporation leased the plantation house and 20 acres to the Maury County Government in 1995, who formed Rippavilla, Inc., a §501(C)(3) Non-Profit Corporation dedicated to historic preservation of the property. It was at this time that a restoration of the house was planned and completed. Rippavilla was listed on the National Register of Historic Places on July 19, 1996 (NRHP Reference #96000773).

Rippavilla Property Map¹



¹ Source: Rippavilla Due Diligence Panel; 2016

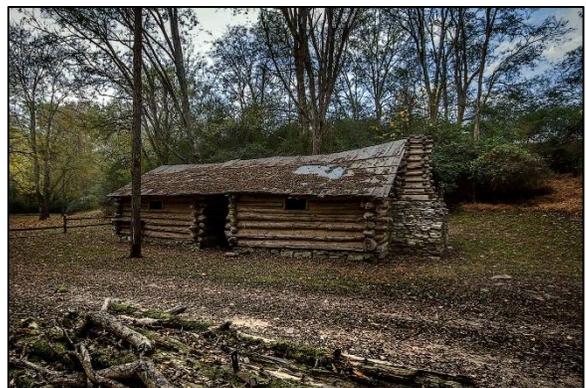
Description of Rippavilla Plantation Mansion²

Rippavilla was constructed by Nathaniel Francis Cheairs IV from 1852 to 1855. The house is a two-story, brick, central hall plan residence styled in the Greek Revival with a stone foundation. The front façade features a full-height entry porch topped with a traditional classical pediment. The porch covers an entrance bay and has four fluted, round Corinthian columns. Pilasters are found where the porch meets the brick façade. The north facade entry is adorned with a simple entablature with a transom and sidelights. The second story porch is trimmed with a decorative iron balustrade. The windows are six-over-six double hung topped with flat stone lintels. The house features an entablature that is adorned with dentils. The east façade also features a full-height entry porch supported by Corinthian columns. The north façade has a one story enclosed porch with casement windows featuring two paned transoms. The house has a standing seam metal roof.



Brown’s Stand³

Located approximately 1 mile east of the mansion on the property, Brown’s Stand is a historically accurate recreated log structure built in 2001 to aid in the site’s interpretation of early Tennessee history. The double dog-trot log structure is based on early personal accounts of a circa 1806 inn operated nearby by Daniel Brown to accommodation of travelers along McCutcheon Trace.



Historic Cheair’s Cemetery and Cemetery for Unknown Souls⁴

Located approximately 1 mile east of the mansion on the property. Remains of Cheairs family members rest in this Historic Cemetery dating back to 1842. In the process of excavating for the Saturn Manufacturing plant in 1986, workers discovered remains in unmarked graves on the Haynes Haven property. Archaeologists reinterred the remains of the unknown to this site immediately adjacent to the Historic Cheairs Cemetery.



² “Battle of Franklin Special Resource Study”, Southeast Regional Office of the National Park Service (NPS); 2010

³ “Hotel Stand Reborn in Maury County”, The Tennessean; March 10, 2001

⁴ “Maury County Tennessee Cemeteries”, Fred Lee Hawkins; 1987

Freedmen Bureau’s School House⁵

The Freedmen Bureau School House (circa 1870) was originally built in the Lanton / Green’s Mill community immediately after the Civil War. It was located on what was then the John B. Bunch farm, about 3 miles south of Rippavilla. The log building was originally constructed as part of the Civil War Reconstruction and served as a school house for freed slaves. In 1993, the school house was donated to Rippavilla Plantation, disassembled, moved on the grounds of Rippavilla and reassembled.



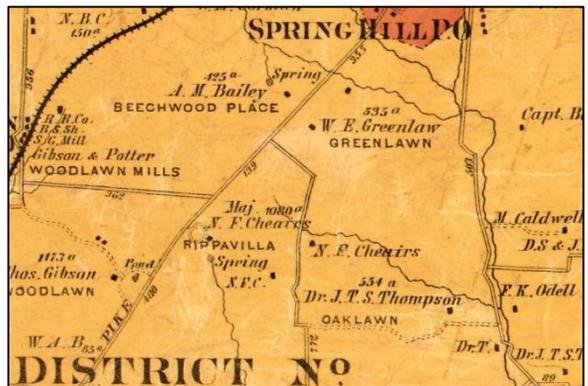
Slave House⁶

The last remaining slave house, construction date is unknown. Originally twelve houses occupied this area. Each house offered a one main room with a fireplace and a loft area. Three slave houses originally occupied the area near the barn located behind the mansion.



Sunken Road⁷

Located at the East end of the property is an abandoned road thought to have origins first as a migratory path for bison as they migrated to the French Lick in Nashville, then Native American and early settlers. This road connected to modern day Brown Rd at Denning Ln. This road is clearly visible in the “Maury County Map of Land Owners”, dated 1878.



⁵ <http://freepages.genealogy.rootsweb.ancestry.com/~maury/lantonFreedmen.htm>; retrieved December 1, 2016

⁶ Source: Rippavilla, Inc.

⁷ Maury County Archives

Carriage House

Built in 1914 by William Cheairs after he purchased Rippavilla from Nat Cheairs, his father. It served as a carriage house for few years before becoming a garage for William’s cars. This building has been renovated and currently serves as the Museum Gift Shop.



Ikard Center

Saturn built the building in the 1990s and today is used as a meeting and exhibit facility.



Barn (located next to the mansion house)

Records indicate the barn was constructed in the 1850s but has been modified in the late 1950s; modifications include the two attached side storage cribs on each side of the main hallway.



Pump House

The pump house was added in the early 20th century.

Corn Crib

Circa 1830s, the log structure stored corn after harvest.

Mule Barn

The largest barn on the plantation housed horses, mules and farm equipment.

Rayburn Amphitheater

Located to the South of the Mansion House is a separate amphitheater building, complete with covered stage, dressing room and utilities.

History of Rippavilla Plantation⁸

Nathaniel Frances Cheairs IV, a French Huguenot descent, was born on the property on December 6, 1818. As he matured, he began courting Miss Susan Peters McKissack, daughter of Master William McKissack II, also of Spring Hill, Tennessee. When Nathaniel IV announced to his father of his intentions of marrying Susan, his father had only one objection – all of the “Nathaniels” prior to Nathaniel IV had married girls by the name of “Sarah.” His father wanted him to carry on that tradition and find someone else to wed. Nathaniel IV wanted his father’s blessing on the marriage and persisted about marrying Susan. His father even offered his son a sum of gold worth \$5,000 to find another bride, but Nathaniel IV would not accept.

Eventually, Susan’s father made an offer that Nathaniel IV could not refuse. Being the owner of the local brickyard, Master McKissack agreed to supply all of the free bricks and slave labor needed to construct a house once Nathaniel and Susan were married. Nathaniel III, a wise businessman, saw the offer and gave his blessing upon his son's marriage. Nathaniel Frances Cheairs IV and Susan Peters McKissack were wed on September 2, 1841, and received the \$5,000 in gold as a gift.

For ten years, Nathaniel and Susan made their home in a two-story log cabin located at the back of the property. Here, Susan gave birth to three of their four children. In 1851, the smokehouse and kitchen house were completed. The Cheairs would reside in the upstairs of the kitchen before and during the construction of the mansion.

Construction on the mansion commenced in 1852 and was finished in 1855, after being halted by the Cheairs on three separate occasions. The mansion was over 50% complete all three times that construction stopped, and each time the walls were torn down. The first occasion was when Nathaniel did not think that the walls were straight; the second occasion was when he did not like how the mortar had bonded. The third occasion was when a bit of cold weather had struck the area, and Nathaniel thought some of the mortar might have frozen. Fearing that it would lead to the downfall of the house, he once again ordered the walls be torn down.

Eventually, the mansion was completed, and Susan gave birth to their fourth, and last, child. The family happily resided in the home for several years before the Civil War broke out in 1861.

Rippavilla and the Civil War

During the American Civil War, Rippavilla became a focal point in the Battle of Spring Hill, Tennessee on the afternoon and night of November 29, 1864. On that day, the mansion began its function as a Confederate field hospital and served in this capacity until Confederate medical personnel evacuated the home on December 18, 1864, two days after the end of the battle of Nashville.⁹

The Battle of Spring Hill was the prelude to the Battle of Franklin. On the night of November 28, 1864, General John Bell Hood’s Army of Tennessee marched toward Spring Hill to get astride Maj. General John M. Schofield’s Union army’s life line. Cavalry skirmishing between Brig. General James H. Wilson’s Union

⁸ <http://www.Rippavilla.org/about.html>; retrieved December 1, 2016

⁹ Source: Rippavilla, Inc.

cavalry and Maj. General Nathan Bedford Forrest's Confederate troopers continued throughout the day as the Confederates advanced. On November 29, Hood's infantry crossed Duck River and converged on Spring Hill. In the meantime, Maj. General Schofield reinforced the troops holding the crossroads at Spring Hill. In late afternoon, the Federals repulsed a piecemeal Confederate infantry attack. During the night, the rest of Schofield's command passed from Columbia through Spring Hill to Franklin. This was, perhaps, Hood's best chance to isolate and defeat the Union army.¹⁰

The most noteworthy event that occurred inside the Rippavilla House during the Middle Tennessee Campaign was a Council of War Breakfast the morning of November 30, 1864 between Confederate Generals Nathan Bedford Forrest and John Bell Hood. Governor Isham Harris of Tennessee was also in attendance. After learning that General John McAllister Schofield and his Union troops had safely escaped the Confederate forces encamped on and around Rippavilla, General Hood ordered his commanding officers to convene at Rippavilla for a breakfast meeting before moving northward chasing the Union Army.¹¹

During the Council of War Breakfast, hosted by the Cheairs and held in the back parlor according to personal accounts, General Hood blamed everyone for the Union's successful trek through the Confederate road blocks. After a short but heated meeting, General Hood, General Forrest and the others continued on to Franklin where one of the bloodiest battles of the Civil War ensued.¹²

After the Battles of Franklin and Nashville, the Rippavilla House and barn sheltered wounded and casualties from both sides. Upon evacuation on December 18, 1864, Federal cavalry, under General James Wilson, used the house as a barracks until the end of the year.¹³

¹⁰ Spring Hill Battlefield Description, Civil War Sites Advisory Commission; 1993

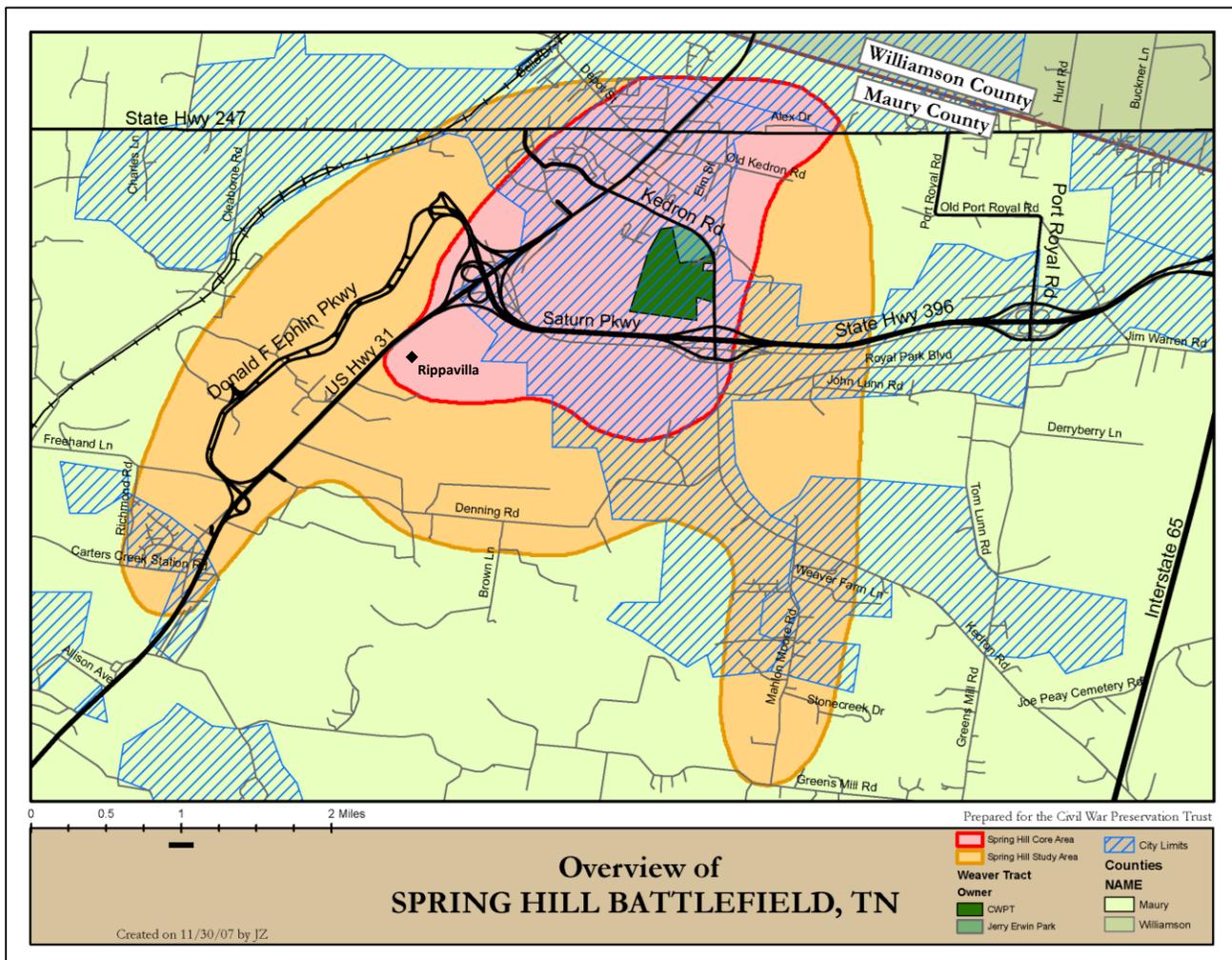
¹¹ Source: Rippavilla, Inc.

¹² Source: Rippavilla, Inc.

¹³ Source: Rippavilla, Inc.

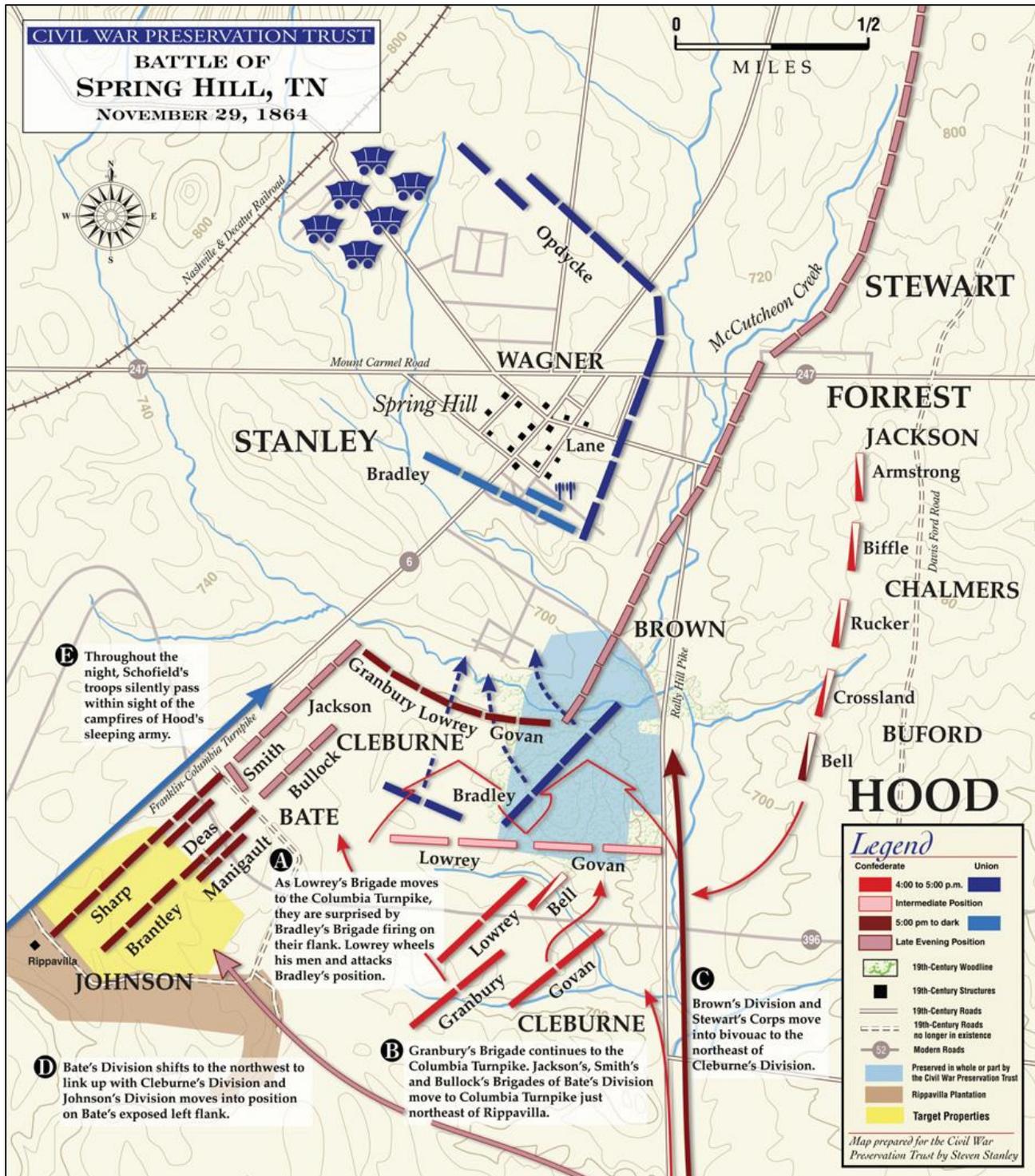
Rippavilla Property within Spring Hill Battlefield

The Civil War Sites Advisory Commission (CWSAC) Report on the Nation's Civil War Battlefields (published in 1993) has ranked the Spring Hill Battlefield as Preservation Priority I.3, Class B site (3rd out of 13 in priority classes). Class B sites have Major Military Importance, as noted in the report, "An engagement of magnitude involving field armies or divisions of the armies in which a commander achieved an important strategic objective within the context of an ongoing campaign offensive. Major battles had a direct, observable impact on the direction, duration, conduct, or outcome of the campaign". Rippavilla is located within the area identified by the CWSAC Report as Core Battlefield as depicted in the following map prepared by the Civil War Trust in 2007.¹⁴



¹⁴ "Preservation and Interpretation of the Battle of Spring Hill - An Application for the Tennessee Department of Transportation FY 2008-09 Transportation Enhancement Program", Civil War Preservation Trust; December 2007

Map of Spring Hill Battlefield¹⁵



¹⁵ Civil War Preservation Trust; 2010

Rippavilla Historical Timeline¹⁶

1818 December 6	Nathaniel Francis Cheairs IV born in Maury County.
1830	A brick building laid in Flemish Bond was constructed on the property later to become the rear wing of mansion.
1841	Nathaniel Francis Cheairs IV married Susan Peters McKissack, daughter of William and Jeanette Thompson McKissack.
1852	Nathaniel Cheairs IV began construction on the house known as Rippavilla and finally moved his family moved into the new home in 1855.
1861-1865	At various times throughout the war Rippavilla served as headquarters for both the Union and Confederate Armies.
1895	William M. Cheairs purchased the estate from his father for the sum of \$40,000; \$9,000 of which was given to Thomas Cheairs.
1920, January 17	John G. Whitfield of Alabama purchased Rippavilla for \$200,000.
1925, November 14	P.D. Houston, Chairman of First American Bank and Paul Davis and purchased the estate from Whitfield for \$200,000.
1958, September 4	Houston sold "Houston Hall" to John H. Sharrit of Phoenix, Arizona, formerly of Columbia.
1959, November 17	L. D. Hill and Fred Greer purchased Rippavilla from Sharrit and his wife, Flonda Mae.
1959, November 27	Hill and Greer sold the property to Ruby Lofton Davis.
1960, December 10	Robert and Hesta Petty Munn Witherspoon purchased the estate from Davis.
1985	Hesta Witherspoon willed Rippavilla to her sister, Joy and Victor Rasbury.
1985	Maury County Industrial Board purchased the estate from Joy Rasbury and in turn leased it to Saturn Corporation with a 25-year lease-to-purchase agreement.
1995	Saturn leased Rippavilla and 20 acres to Maury County Government. The restoration of the estate was planned in the hands of a committee with Alice Algood serving as Chairman.
2007, October 11	General Motors donated Rippavilla and 98.44 acres to Rippavilla, Inc., with the approval of Maury County Government and the Industrial Development Board. Signed donation agreement received in Oct. 2007; closing and transfer expected in 2009.
2009, May 28	General Motors completed donation agreement transferring ownership of 98.44 acres to Rippavilla Plantation, Inc. Deed recorded in Maury County Register of Deeds, John Fleming's office in June 2009.

¹⁶ Source: Due Diligence Materials Provided by Rippavilla, Inc.; 2016

Description of Current Operations

Rippavilla Plantation is currently owned, maintained and operated by Rippavilla, Inc., a §501(C)(3) Non-Profit Corporation. Governance of Rippavilla, Inc. is through a Board of Directors that has 24 members. Rippavilla, Inc. employees 12 total employees (full-time equivalent). Employees include an Executive Director, Site Rental Coordinator, Gift Shop employees, Property Maintenance employees, and Docents that provide tours of the house, the artifact collection and property.

Summary of the Legal Status of Rippavilla Plantation and Rippavilla, Inc.¹⁷

- 1985, November 15 The Saturn Corporation enters into a lease-purchase agreement with The Industrial Development Board of Maury County and the Municipalities of Columbia, Mt. Pleasant, and Spring Hill to obtain property south of Spring Hill on both sides of U.S. Highway 31. Rippavilla Plantation is included in this property. In lieu of ad valorem taxes, the Corporation agrees to make annual industrial revenue bond lease payments to these public entities through December 31, 2025, unless Saturn exercises a property purchase option before that time.
- 1994, May 18 Saturn Corporation, as sub-lessor, lets to Maury County, as sublessee, approximately 19.7 acres, including Rippavilla. The County agrees to rehabilitate Rippavilla, maintain it, and operate it as a historic site. Among the clauses in the agreement, the County agrees to use an initial amount of \$500,000 to rehabilitate Rippavilla according to the United States Secretary of the Interior's rehabilitation guidelines, to maintain upkeep of Rippavilla, and to create a tax-exempt §501(C)(3) corporation for said maintenance an operation.
- 1995, February 6 Rippavilla, Inc. is incorporated as a §501(C)(3) corporation.
- 1997, September 10 In a First Amendment to the Rippavilla agreement, Saturn Corporation increases the sub-lease to Maury County by 16.94 acres, increasing the total to approximately 37 acres. This acreage includes the Rippavilla slave village, which is to be improved and used for tour and educational purposes.
- 1999, October 27 In a Second Amendment to the sub-lease, Saturn adds approximately 26 acres to the Rippavilla project, bringing the total to approximately 63 acres.
- 2000, April 17 Following an opinion by Tennessee State Auditors, Maury County Government removes itself from daily operations of Rippavilla and ceases providing benefits for Rippavilla employees. Rippavilla, Inc. is designated the managing entity for Rippavilla Plantation. Rippavilla, Inc. commits to having three Maury County representatives on its board.
- 2000, September 20 A Memorandum of Understanding is signed by representatives of Rippavilla, Inc. and the Maury County Horse and Mule Museum committee. The Museum (now known as the Tennessee Museum of Early Farm Life) committee agrees to various stipulations concerning the use of its displays on the Cheairs Homestead to enhance the "historic development and educational purposes" of the Plantation.

¹⁷ Source: Due Diligence Materials Provided by Rippavilla, Inc.; 2016 (edited)

	The Rippavilla, Inc. board agrees to improve facilities necessary for Museum function and to designate a seat on the board for a Museum representative.
2002, May 23	A Third Amendment to the Rippavilla sub-lease adds 24.7 acres to the agreement for a total of 87.17 acres.
2003, August 25	A Fourth Amendment to the Rippavilla sub-lease extends the lease of the above noted 24.7 acres from December 31, 2002, to December 31, 2004. The specific use of this plot as a corn maze is addressed in this amendment.
2006, July 17	The Maury County Commission approved General Motors Corporation's request to donate Rippavilla Mansion and approximately 100 acres of adjoining property to a non-profit management organization. On August 14th, the Commission approved Rippavilla, Inc. as that agency. In return for a ten-year annual stipend of \$100,000 from GM, Rippavilla, Inc. agreed that it would professionally pursue historic preservation, education, and fiscal solvency.
2006, August	Rippavilla, Inc. agreed to a Memorandum of Understanding with the Tennessee Museum of Early Farm Life. Both organizations stated their desire to work closer for their mutual benefits. \$5,000 of Rippavilla, Inc.'s annual stipend from GM was to be donated to the Museum. As long as there was no need for it by Rippavilla, Inc., a plot of land adjacent to the Museum was to be set aside for farming demonstration purposes.
2007, October 11	General Motors donated Rippavilla Mansion and 98.44 acres of land to Rippavilla, Inc., with the approval of Maury County Government and the Maury County Industrial Development Board.
2009, May 28	General Motors completed donation agreement transferring ownership of 98.44 acres to Rippavilla Plantation, Inc. Deed is recorded in Maury County Register of Deeds, John Fleming's office.
2010, June 25	The Civil War Preservation Trust completes a purchase from General Motors of 84.65 acres immediately North of the Rippavilla Property (the North Parcel).
2010, June 25	In consideration of the sale of the North Parcel to the Civil War Preservation Trust, Rippavilla, Inc., Civil War Preservation Trust and General Motors enter into an agreement where General Motors agrees to release Access Easements that General Motors had retained across the Rippavilla Property, and Rippavilla, Inc. and the Civil War Preservation Trust agree to a 30 Year Non-interference Agreement where they agree to not interfere with the Sale or Development of approximately 330.66 acres immediately South of the Rippavilla Property (the South Parcel).

Description of Current Uses of the Property

Rippavilla, Inc. owns 98.44 acres with the 11,000 square foot mansion being the hub of it uses and activities that include tours to travelers, school groups, civil groups and bus tours. Upon request, catered lunches are provided to bus groups. In addition to tours, the site operates a gift shop in the 1914s carriage house. The gift shop also serves as the office for site rental coordinator to meet with potential renters as they tour of the facility prior to renting the venue. Spring Hill Bakery rents and operates out of the fully functioning catering kitchen and sells bakery items in the gift shop.

Additional Uses

Current additional uses of the property include hosting living histories and reenactments on portions of the property, as well as leasing the remaining acres to a local farmer for crop production. Rippavilla supports local scout and civic groups by allowing them to meet in the Ikard Center. Those groups include: Boy Scout Troup 1855 (Chartered at Rippavilla), Sons of Confederate Veterans, Nathaniel Cheairs Chapter, Creative Writers Group, Spring Hill Quicksteps (Vintage Baseball Team), Order of the Confederate Rose, and Rippavilla Brigade. In exchange for the free meeting space, these groups make up a large portion of Rippavilla's volunteer work force.

Description of Artifacts

As typical with an historic house museum, Rippavilla, Inc. owns, manages and maintains a large collection of artifacts. Approximately 75% of the artifacts housed in Rippavilla are owned by Rippavilla, Inc. and are original to the home. The remaining 25% are items loaned by individuals and organizations across the United States. Rippavilla, Inc. insures 100% of the items in the mansion. From time to time, Rippavilla will borrow artifacts from other historic sites in order to host a temporary exhibit that compliments the site's mission.

As currently proposed, artifacts, floor coverings, drapery and other personal property located within the historic home would be retained by Rippavilla, Inc., or a new successor entity intended to be known as Friends of Rippavilla, LLC.

Financial Overview¹⁸

Rippavilla, Inc.
Balance Sheet
 As of June 30, 2016

Total Assets	
Checking/Savings	
Cash in Bank – Operating	46,233.33
Cash in Bank – Security Dep.	7,169.51
Petty Cash	<u>300.00</u>
Total Checking/Savings	53,702.84
Other Current Assets	
Inventory	13,669.35
Utility Deposit	1,600.00
Undeposited Funds	<u>620.33</u>
Total Other Assets	14,289.68
Fixed Assets	
Land – 98.44 Acres	1,603,200.00
Buildings	396,800.00
Amphitheater	77,984.54
Tractor / Mower	15,783.92
Restoration / Site Improvement Funds	40,687.48
Accumulated Depreciation	<u>(123,599.46)</u>
Total Fixed Assets	2,026,166.83
Total Assets	2,095,759.35
Total Liabilities	
Current Liabilities	
Accounts Payable	2,818.66
Other Current Liabilities	<u>15,493.30</u>
Total Current Liabilities	18,311.96
Long Term Liabilities	
Note Payable – AGCO Finance	2,793.86
Total Liabilities	21,105.82

¹⁸ Source: Rippavilla, Inc., December 21, 2016 (Accrual Basis)

Operating Budget¹⁹

Rippavilla, Inc.

Profit & Loss

July 2015 through June 2016

Income\Expense	
Ordinary Income	
Tours	35,465.83
Gift Shop / Vending	29,179.72
Special Events	55,304.00
Rental Fees	42,248.00
Donations	11,404.30
Other Income	<u>6,376.71</u>
Total Ordinary Income	181,247.56
Expenses	
Salaries / Employee Benefits / Payroll Tax	110,837.55
Special Event Expense	19,269.15
Maintenance Expenses	24,608.21
Purchasing and Contract Services	27,953.18
Administrative Expenses (Insur. / Prof. Services)	38,095.56
Depreciation Expense	15,780.00
Supplies	7,930.78
Utilities	23,735.42
Advertising	<u>7,874.70</u>
Total Expenses	276,084.55
Net Ordinary Income	(94,836.99)
Other Income (General Motors Monetary Donation)	100,000.00
Donation (TN Museum of Early Farm Life)	<u>(5,000)</u>
Total Other Income	95,000
Total Net Income	(163.01)

General Motors Monetary Donation

Pursuant to the Agreement for Donation of Rippavilla Property, General Motors agreed to pay \$100,000 per year to Rippavilla, Inc. for a period of Ten Years after the property was deeded to Rippavilla, Inc, which occurred in October 2007.²⁰ October 2016 enters the 10th Year of this agreement, and the payment obligation from General Motors to Rippavilla, Inc. has been met. Without the continued payment from General Motors, under current operations, Rippavilla, Inc. would operate with approximately \$95,000 annual total expenses over total income.

¹⁹ Source: Rippavilla, Inc., December 21, 2016 (Accrual Basis)

²⁰ "Agreement for Donation of Property", Paragraph 8; August 2006

Peer Review

The Rippavilla Due Diligence Panel evaluated financial records of organizations in Middle Tennessee that operate with a similar focus of historical preservation, tourism and education. These organizations include:

Organization	Site
1) The Association for the Preservation of TN Antiquities	Athenaeum – Columbia, TN Belle Meade – Nashville, TN
2) Battle of Franklin Trust & Carter House Association *	Carter House – Franklin, TN Carnton Plantation – Franklin, TN
3) Sam Davis Memorial Association	Sam Davis Home – Smyrna, TN
4) Travellers Rest Historic House	Travellers Rest – Nashville, TN
5) James K. Polk Memorial Association	Polk House – Columbia, TN

*** Note: In 2016, Battle of Franklin Trust and Carter House Association merged into a single organization.**

Financial records evaluated included annual “Return of Organization Exempt From Income Tax” reports filed with the Internal Revenue Service (IRS Form 990) for the past 2 years most recently available. Key financial components reviewed included: Net Assets (total reported assets and liabilities), source of Assets (whether property or cash equivalents), Revenue Sources, Expense Sources, and Total Revenue less Expense. The results of this review follow on the following page.

Rippavilla Due Diligence Panel - Peer Comparison

Property Organization Entity Tax Year	Rippavilla Rippavilla, Inc.		Belle Meade & Athenaeum The Association for the Preservation of TN Antiquities		Carter House & Carton Plant. Battle of Franklin Trust * Carter House Association		Sam Davis Home Sam Davis Memorial Association		Travellers Rest Travellers Rest Historic House		Polk House James K. Polk Memorial Association	
	2013	2014	2012	2013	2013	2014	2013	2014	2013	2014	2013	2014
	Total Assets	\$2,113,709	\$2,114,213	\$4,353,204	\$4,452,015	\$1,620,653	\$1,726,482	\$1,237,004	\$1,247,507	\$1,335,730	\$1,225,945	\$1,217,092
Total Liabilities	(\$23,425)	(\$18,116)	(\$482,028)	(\$377,655)	(\$88,624)	(\$95,997)	(\$15,747)	(\$17,199)	(\$98,879)	(\$61,662)	(\$12,124)	(\$14,684)
Net Assets	\$2,090,284	\$2,096,097	\$3,871,176	\$4,074,360	\$1,532,029	\$1,630,485	\$1,221,257	\$1,230,308	\$1,236,851	\$1,164,283	\$1,204,968	\$1,139,786
Asset Sources												
Cash / Savings / Investments	\$31,531	\$46,061	\$1,894,804	\$2,001,510	\$421,744	\$523,027	\$41,532	\$63,903	\$278,438	\$149,658	\$61,155	\$42,302
Land & Buildings	\$2,065,765	\$2,049,947	\$3,996,809	\$3,996,809	\$638,674	\$634,895	\$1,192,043	\$1,177,325	\$601,041	\$639,452	\$983,417	\$948,797
Revenue Sources												
Contributions and Grants	\$108,169	\$112,945	\$256,672	\$208,639	\$202,196	\$259,175	\$86,583	\$117,317	\$248,783	\$236,027	\$81,264	\$100,629
Program Service	\$32,368	\$30,102	\$1,379,658	\$1,553,684	\$1,018,110	\$1,148,729	\$72,098	\$58,359	\$114,531	\$123,525	\$0	\$0
Investment Income	\$15	\$12	\$111,829	\$162,718	\$5,016	\$5,022	\$2	\$10	\$25,145	\$8,397	\$15,603	(\$3,209)
Other Revenue	\$67,697	\$85,441	\$1,012,362	\$864,608	\$109,511	\$215,066	\$50,694	\$86,129	\$135,686	\$129,696	\$151,517	\$123,486
Total Revenue	\$208,249	\$228,500	\$2,760,521	\$2,789,649	\$1,334,833	\$1,627,992	\$209,377	\$261,815	\$524,145	\$497,645	\$248,384	\$220,906
Consolidated Revenue Sources												
Tour Admissions	\$32,368	\$30,102	\$1,273,287	\$1,444,788	\$840,354	\$940,595	\$72,098	\$58,359	\$114,531	\$123,525	\$50,930	\$52,317
Grounds Rental	\$19,929	\$15,536	\$546,965	\$548,140	\$98,742	\$122,805	\$38,681	\$45,593	\$150,650	\$115,653	\$0	\$0
Membership Dues	\$0	\$0	\$21,539	\$38,288	\$62,814	\$63,729	\$47,319	\$31,145	\$0	\$0	\$16,026	\$16,273
Fundraising (Net)	\$41,063	\$49,342	\$93,890	\$71,791	\$940	\$68,990	\$2,122	\$21,977	\$20,877	\$9,712	\$72,096	\$66,775
Government Grants	\$0	\$0	\$1,000	\$8,500	\$0	\$0	\$39,264	\$74,167	\$0	\$0	\$42,304	\$46,304
Other Contributions	\$108,169	\$112,945	\$234,133	\$161,851	\$167,016	\$223,995	\$0	\$6,175	\$139,135	\$140,655	\$22,934	\$38,052
Expense Sources												
Grants Paid	\$0	\$0	\$0	\$0	(\$102,922)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Benefits Paid to members	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Salaries / Compensation	(\$112,372)	(\$108,947)	(\$1,303,585)	(\$1,502,965)	(\$715,936)	(\$869,876)	(\$105,831)	(\$108,121)	(\$244,993)	(\$251,643)	(\$148,027)	(\$149,930)
Professional Fundraising Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Expenses	(\$104,721)	(\$113,740)	(\$1,188,565)	(\$1,109,179)	(\$635,786)	(\$659,371)	(\$125,771)	(\$144,643)	(\$281,359)	(\$315,229)	(\$133,348)	(\$136,221)
Total Expenses	(\$217,093)	(\$222,687)	(\$2,492,150)	(\$2,612,144)	(\$1,454,644)	(\$1,529,247)	(\$231,602)	(\$252,764)	(\$526,352)	(\$566,872)	(\$281,375)	(\$286,151)
Miscellaneous Expense Source												
Advertising / Promotions	(\$6,967)	(\$6,795)	(\$115,315)	(\$97,153)	(\$130,885)	(\$86,646)	(\$400)	(\$1,847)	(\$4,525)	(\$14,642)	\$0	\$0
Total Revenue Less Expenses	(\$8,844)	\$5,813	\$268,371	\$177,505	(\$119,811)	\$98,745	(\$22,225)	\$9,051	(\$2,207)	(\$69,227)	(\$32,991)	(\$65,245)
Governing Body Members	24	24	10	10	13	14	20	20	30	22	17	17
Number of Individuals Employed	11	12	44	44	33	33	19	19	19	17	14	14

Source: IRS Form 990 - Return of Organization Exempt from Income Tax
 * Merged into one organization (The Battle of Franklin Trust) in 2016

Known Capital Improvement and Maintenance Issues to be Addressed

Rippavilla, Inc. believe the following capital improvement projects or maintenance issues would need to be completed in the near term:

Project	Estimated Cost
1) Replace Shutters on Mansion with Period Appropriate Shutters <i>Note: Rippavilla, Inc. has \$5,000 from a Restricted Use Donation to contribute to this project</i>	\$17,500
2) Paint All Exterior Trim	\$10,000
3) Repair Plaster and Paint Inside of Mansion	\$5,000
4) Paint Wood Fence Located on the Property <i>(approximately 1,250 LF)</i>	\$2,000
5) Southbound Left Turn Lane Entering Rippavilla	\$175,000

Summary of Opportunity and the “Proposal to City of Spring Hill: Rippavilla Plantation”

In November 2016, the Rippavilla Board of Directors voted in favor of a Proposal which outlines the terms and understandings under which Rippavilla, Inc would convey the Rippavilla Property, including the historic mansion and 98.44 acres, to the City of Spring Hill. **The full document is provided with this Assessment as Appendix I.**

Areas of significance that should be reviewed and considered by the Board of Mayor and Alderman include the following:

- 1) Prior to conveyance, the property will be placed into a conservation easement granted to The Land Trust for Tennessee. **Details of this easement are significant and discussed in the following section.**
- 2) The City would be obligated to maintain, or cause to be maintained, the Property; including utilities, roads/parking, building structures, lawns and grounds.
- 3) The City would be responsible for commercial activities, including tours, gift shop operation, rental of buildings, etc. **Revenues accrued by these activities would be restricted to uses that would further promote the historic preservation and enhancement of the property.**
- 4) Artifacts on the property would remain property of the Friends of Rippavilla.
- 5) Friends of Rippavilla would continue activities and contributions in support of the property. **Friends are requesting the right to conduct special events benefiting the property without being assessed a rental charge. These events would need to be memorialized prior to conveyance.**
- 6) **Additionally, Friends of Rippavilla are requesting daily use of dedicated office space, storage and used of the Ikard Center. These operating areas still need to be defined and possibly addressed through a separate long term lease.**
- 7) A variety of civic groups and organizations utilize the property for meetings, etc. Continued usage would be allowed in a manner consistent with City policies regarding the utilization of City facilities by civic groups and organizations.
- 8) An Oversight Committee would be established by the City. The Committee would have oversight related to aesthetic decisions as they pertain to historical preservation and accuracy of the property, to the extent allowed under the conservation easement. Although the composition and authority of the Committee rests with the City, Friends of Rippavilla would like to be entitled to name a majority of the members of the Oversight Committee, as it pertains to Rippavilla, and Rippavilla Board of Directors also suggest that membership not be restricted to citizens of Spring Hill.
- 9) Firearms, animals, wagons, flags and other historically accurate items would continue to be allowed during historically reenactments and other events to support the historic aspects of the property.

- 10) **An important consideration is that there should be no restriction on the service or sale of alcoholic beverages on the Rippavilla Property**, consistent with applicable State and Local laws. This is important not only for weddings, but for special events and other existing functions.
- 11) **In the event the City determines that it desires to convey the Rippavilla Property, the recipient must be a §501(C)(3) entity whose mission is the preservation of historic property or, if an alternative recipient is intended, the City must provide Friends of Rippavilla a period of nine (9) months in which Friends of Rippavilla will either determine that it will take title to the Rippavilla Property, at no cost, or Friends of Rippavilla will identify an alternative §501(C)(3) organization that will serve as the recipient, at no cost.**

Summary of the Conservation Easement

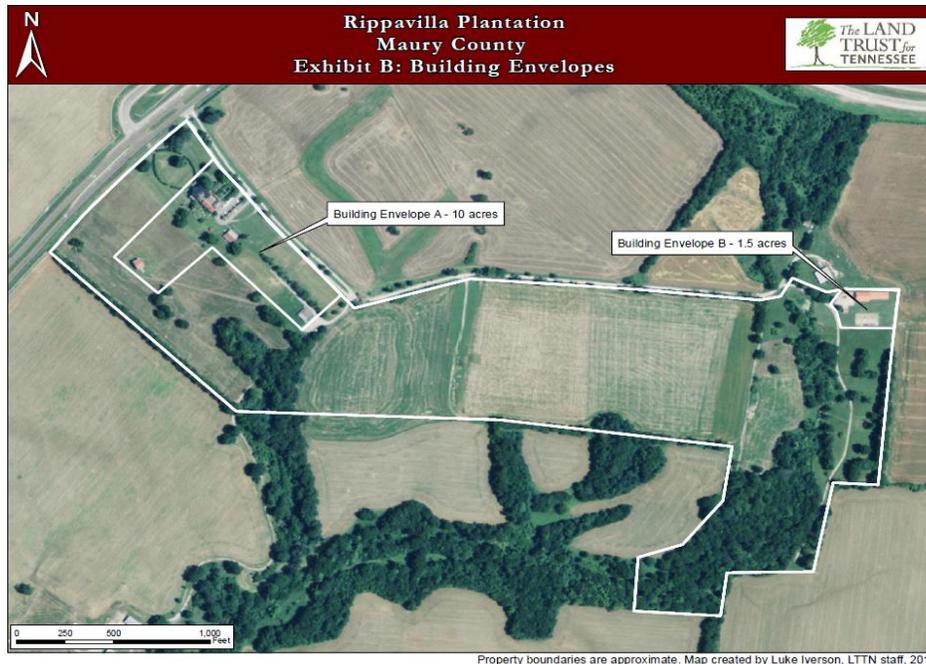
Prior to conveyance of the deed, Ripavilla, Inc. has prepared and intends to place a Conservation Easement for the purpose of forever conserving the Conservation Values of the property. The Land Trust for Tennessee, Inc. is to be the Grantee of the Easement. **The proposed Conservation Easement is very similar to the Conservation Easement that was quitclaimed by the City of Franklin to The Land Trust for Tennessee in August of 2007 for the 200 acre Harlinsdale Farm Park.**

Under the Conservation Easement, The Land Trust for Tennessee is to provide perpetual stewardship to conserve and maintain the agricultural, forest, open space, watershed protection, historic and scenic value of the property and to prevent uses of the property that are inconsistent with these purposes. The Conservation Easement places development stewardship and design review in the hands of The Land Trust for Tennessee and limits development and usage of the property to development and usage that is approved by The Land Trust for Tennessee. **The full Conservation Easement is provided with this Assessment in Appendix II.**

The Conservation Easement does place significant limitations on how the property may be developed and used. Areas of significance that should be reviewed and considered by the Board of Mayor and Alderman include the following:

- 1) **The easement exists in perpetuity.**
- 2) **Any construction or activities require The Land Trust of Tennessee's prior approval.**
- 3) **Before undertaking any activities on the property; the City would be required to prepare a property and facilities Master Plan.** The Master Plan would require approval from The Land Trust for Tennessee. The Master Plan is to **identify objectives for use, proposed open space/recreational uses**, day-to-day management **and identify events to be held on the property.** The Master Plan may be updated and modified over time, but updates and modifications require approval from The Land Trust.
- 4) The property cannot be subdivided.
- 5) **No public roads may be constructed on the property.** The existing driveway may be maintained. The existing driveway is dirt.

- 6) **No permanent or temporary structures may be constructed except within building Envelope A and building Envelope B. This includes parking.** An exhibit of the proposed Building Envelopes follows.



- 7) **Athletic fields are prohibited.** Trails, paths, benches, picnic tables, etc may be constructed within the building envelopes without consent. Recreational structures that do not require concrete or other foundation may be built outside of the building envelopes without consent. Recreational structures that require a foundation require prior consent.
- 8) **A greenway may be constructed through the property outside of the building envelopes with prior written consent.**
- 9) Placement of utility lines would require prior approval. Overhead lines and cell towers are prohibited.
- 10) The easement would require the City to reimburse The Land Trust for Tennessee for any future taxes and assessments. This is unlikely, but nonetheless noteworthy.
- 11) The Land Trust for Tennessee would not be obligated to participate in the upkeep or maintenance of the property.

Summary of Obligations as Successor to Rippavilla, Inc.

As stated previously under “Summary of the Legal Status of Rippavilla Plantation and Rippavilla, Inc.” in the “Assessment of Current Operations” section of this Assessment, there have been a number of legal agreements that have been entered into that provided for restrictions of use of the property and obligations of Rippavilla, Inc. Most of these agreements also bound any successor to Rippavilla, Inc. to the same restrictions of use and obligations.

A thorough review will need to be completed to determine which additional obligations would be applicable to the City of Spring Hill as successor to Rippavilla, Inc.

Assessment of Opportunity Alignment with City of Spring Hill Goals

The Spring Hill Board of Mayor and Aldermen adopted a Comprehensive Plan in 2015²¹, an ambitious plan that establishes a vision for Spring Hill over the next 25 years. The plan includes a Community Assessment segment that identified Issues and Opportunities to help form the goals, policies and strategies that the City will need to complete to realize its vision. Issues and Opportunities from the Vision Theme for Natural and Cultural Resources of the Community Assessment segment states, in part:

Issue: Rural and Natural Areas Being Developed – New development is consuming rural and natural areas that are important for environmental functions and rural character of the City.

Issue: Limited Cultural Resources – Spring Hill is fortunate to have several culturally and historically significant resources, but they are underutilized when compared to other cities in the region such as Franklin and Columbia.

Issue: Rural Historic Properties Threatened – Spring Hill has historically been deficient in terms of taking advantage of its resources as a source of community identity and tourist based economic growth.

Opportunity: Rural Character Preservation – Spring Hill has the opportunity to preserve rural and natural areas that have not been developed.

Opportunity: Preserving Cultural and Natural History – Preservation initiatives can help identify and preserve those environmental and cultural features necessary to protect, ensuring future generations can enjoy Spring Hill's natural and cultural legacies.

According to the City of Spring Hill Parks, Recreation and Greenways Master Plan²² and the National Recreation and Park Association's (NRPA)²³, accounting for projected growth to approximately 51,705 residents by the year 2030, a Regional Park of at least 517 acres will be needed to adequately serve the needs of the citizens of Spring Hill. In the formation of the plan, over 80% of the residents surveyed responded that the City of Spring Hill has too few Parks and Recreation Opportunities.

Accepting the donation of the Rippavilla Plantation property to the City of Spring Hill would add approximately 100 acres of Parks and Recreation Regional Park space, and would have the potential to provide for Greenways and Open Space uses, as well as being a facility that provides educational and cultural opportunities for the City. Preserving this rural and natural open space is aligned with the City's goals as stated in Spring Hill Rising: 2040, and can serve as an important ecological resource, providing

²¹ "Spring Hill Rising: 2040, A Vision for the future of Spring Hill, Tennessee", City of Spring Hill; 2015

²² "City of Spring Hill Parks, Recreation and Greenways Master Plan", CDM Smith & City of Spring Hill; 2012

²³ "Park, Recreation, Open Space and Greenway Guidelines", National Recreation and Park Association; 2010

homes for wildlife and maintaining water quality in the region, including the water quality of the scenic and biodiverse Duck River Watershed.

In addition to preserving natural area and preserving rural character of the land, the City has an opportunity to ensure additional Civil War battlefield land is preserved in Spring Hill. Preserving Civil War battlefield can bring economic, environmental, and educational benefits. Civil War battlefield land is a significant latent economic resource, with demonstrated potential to bring in tourists and their vacation dollars.

If the City of Spring Hill were to acquire 100 acres of raw land, using \$20,000 an acre as an estimate, it is estimated that the costs to acquire the property alone would be \$2,000,000. To develop the property into usable open space, with parking and similar types of facilities currently available on the Rippavilla Planation property, the estimated improvement costs would be an additional \$1,000,000.

Assessment of Current Economic Condition

An assessment of the donation opportunity requires an examination of how and why Rippavilla, Inc. has come to the decision that conveying the property to the City of Spring Hill is the best action moving forward.

As stated in the “General Motors Monetary Donation” section of the “Assessment of Current Opertions” section of this Assessment, the current arrangement between General Motors and Rippavilla, Inc has been crucial to the on-going success of the property. The ability to maintain the grounds and buildings has been enhanced by the generous financial donations from General Motors.

Other revenue sources include tours, weddings, and a variety of fund raising events put on by the mostly volunteer Board of Directors. However, the current model lacks both scale and efficiency because items like payroll, benefits, and insurance purchased on a “stand-alone” basis causes the Board to pay a premium for these services.

The events hosted at the property, while profitable, haven’t scaled in a way that would make Rippavilla, Inc. viable financially without the infusion from General Motors. As the end of the monetary agreement with General Motors became imminent, the Board concluded it best to consider its options for the property. Included in that consideration was sale of the property, donation to a historic “guardian” (i.e. The Civil War Trust, or similar organization), or partnering with the City of Spring Hill. The Board chose the latter because of the obvious synergies to be gained by both parties.

In considering the donation it must be said that there is much work to do by the city to make the transaction financially neutral. In its current form, Rippavilla, Inc, less the \$100,000 monetary donation per year from General Motors, is operating at a net loss over the past five years averaging \$112,911.

Assessment of Potential Economic Opportunity

In examining the financial statements included in this Assessment, there are many opportunities to reverse the existing financial condition. The expense side of the ledger will operate more efficiently under the City, as savings would likely be realized through using existing City vendors for items like maintenance, insurance and benefits.

There is a significant upside on the revenue side of the equation. When compared to peer properties in Middle Tennessee, considerable opportunity exists in the number of paid tours given at the property, as well as better development of on-going patron sponsorship programs involving local large employers and small business. Additionally, the wedding business is booming in middle Tennessee and Rippavilla is a popular but under-developed site. Lastly, the events hosted at the property (i.e. Swanky Plank) while successful also have significant upside.

With enactment of Public Chapter 890 in 2016, the Tennessee 109th General Assembly enabled the City of Spring Hill to levy an occupancy tax not to exceed three (3%), with the restriction that proceeds from the tax would be segregated from the General Fund and used specifically for tourism.²⁴ The City of Spring Hill has projected approximately \$100,000 of annual revenue generated from the tax. Operating, maintaining and promoting Rippavilla Plantation would qualify as expenses under Public Chapter 890.

Conclusion of the Due Diligence Panel on the Opportunity

In determining the viability of the opportunity of the donation of Rippavilla Plantation to the City, several factors must be taken into consideration. The value of the land and buildings create instant useable assets for the City while the current financial situation at Rippavilla creates a reasonable challenge. The property becomes an immediate attraction for the City to expand tourism in the area and a destination attraction for the citizens of Spring Hill as a 100 acre Parks and Recreation facility. In weighing the two, and considering all factors outlined in this Assessment, it is the considered recommendation of this panel that the City of Spring Hill should move forward with acceptance of the donation. The financial issues are curable in the short term and the value generated for the City is significant.

²⁴ Public Chapter 890, Tennessee 109th General Assembly; 2016, stating in pertinent part:

"...the city is authorized to levy a privilege tax by ordinance adopted by a two-thirds (2/3) vote of its governing body upon the privilege of occupancy in any hotel located within the city of each transient in an amount not to exceed three percent (3%) of the consideration charged by the operator. The proceeds from such tax shall be deposited in a special revenue fund, separate from the general fund, and used solely for tourism development purposes."



5700 Main St
P.O. Box 1169
Spring Hill, TN 37174
931-486-9037

December 23, 2016

Mayor Rick Graham
City of Spring Hill
199 Town Center Parkway
Spring Hill, Tennessee 37174

Mayor Graham:

After careful consideration, the Board of Directors at Rippavilla would like to donate the Rippavilla Plantation mansion and 98.44 acres to the City of Spring Hill. The donation would be contingent on finalization of an acceptable use agreement.

Attached is the Rippavilla proposal that summarizes the donation.

I look forward to hearing from you in the New Year.

Regards,

A handwritten signature in cursive script that reads "Corrine M. Tomlinson".

Corrine M. Tomlinson
Chairman

PROPOSAL TO CITY OF SPRING HILL RIPPAVILLA PLANTATION

Overview. This document (the “Proposal”) outlines the terms under which Rippavilla, Inc. (“Rippavilla”) would convey the Rippavilla property consisting of approximately 98.44 acres, including all improvements and fixtures located thereon (collectively, the “**Rippavilla Property**”), but expressly excluding all artifacts, floor coverings, drapery and other personal property located within the historic home (collectively, the “Artifacts”), to the City of Spring Hill (the “City”) for use as a public park and event space, all as further set forth in this Proposal.

Prior to the conveyance, a conservation easement (the “Easement”) will be granted to The Land Trust for Tennessee, Inc., a qualified holder of such easements under Tennessee law. The conveyance of the Rippavilla Property to the City would be subject to the Easement and its restrictions.

After completion of the conveyance of the Rippavilla Property to the City, the Artifacts would be conveyed to a new entity intended to be known as Friends of Rippavilla, LLC (“Friends”). The intended rights and obligations of the City and Friends will be set forth in this Proposal.

Goals.

The goals of the transaction outlined in this Proposal is to permit the City to obtain premium, useable park land for the City and its citizens at no cost, to support ongoing maintenance of the Rippavilla Property, to provide a means by which Friends will be able to enhance the mansion and grounds of the Rippavilla Property, to foster and maintain a partnership between the Friends and the City, to promote tourism and tourism revenue, and to provide an exceptional and superior touring and educational experience for all visitors.

In addition to the City’s provision of funds and services for maintenance and operations, Friends can leverage its nonprofit status with donations, grants, sponsorships, fundraising events and other support activities.

Obligations of the Parties.

The City will be obligated to maintain, or caused to be maintained, the Rippavilla Property, including all improvements now or hereafter constructed on the Rippavilla Property. Maintenance would include, without limitation:

- (a) Electrical and mechanical infrastructure, including electrical panels, lighting and underground supply, plumbing, HVAC, phones and internet, and fire suppression system.
- (b) Roads and fences, including paving and pot hole management, fence painting and repairs.
- (c) Building structures, including roofs, gutters, windows and brick walls, painting and foundations and floors. All repairs and maintenance would conform to established guidelines for National Register of Historic Places, including without limitation The Secretary of the Interior’s Standards.

Lawn and grounds care will be conducted on appropriate seasonal schedules and with landscaping consistent with an appealing public place and a nationally significant historic property.

In addition to ongoing maintenance activities by the City, Rippavilla Board of Directors believe that the following projects may be needed in the near term:

- Replace shutters on mansion with period appropriate shutters. Friends of Rippavilla will contribute a minimum of \$5,000.00 toward this project. The total estimated project cost is \$17,500.
- Paint all exterior trim. The total estimated project cost is \$8,000 - \$10,000.
- Repair plaster and paint inside mansion. The total estimated project cost is \$3,000 - \$5,000.
- Left turn lane entering into Rippavilla; which is to be evaluated by the City Engineer and conjunction with TDOT. Project cost would be estimated following evaluation.
- Paint fence at entrance. The total estimated project cost is \$2,000.

The City will provide adequate property insurance newly acquired City property.

The City would generally supervise all activities on the Rippavilla Property.

The City would be obligated to conduct or cause to occur all retail/commercial activities including providing tours of the historic mansion, operating the gift shop, scheduling weddings and other events.

Friends will continue activities and contributions in support of the Rippavilla Property, including maintaining the Artifacts.

Friends' activities and events on the Rippavilla Property will be coordinated and scheduled with appropriate City staff. The nonprofit status of Friends will be key to gaining financial support from private and corporate donors to accomplish these goals.

As an example, the following projects are potential Friends activities:

- Cannon – site interpretation
- Reprint book “I’ll Sting if I Can” and create audio version
- Restore flooring back to original wood in mansion
- Upgrade museum cases and display shelves
- Purchase equipment for Video Touring Area in gift shop and inside the mansion museum to entertain and enlighten tourist
- Install electricity in two gazebos
- Install courtyard garden lighting
- Sponsor traveling bookcases, exhibitions and panel shows
- Create permanent exhibits inside mansion
- Improve signage on grounds to include interpretive signage along proposed hiking trails and current points of interest
- Remodel, repair and upgrade slave house and surrounding grounds

- Remodel, repair and upgrade Freedman's school
- Create audio CD and/or video of the history of Rippavilla
- Repair cemetery fence
- Remodel, repair and upgrade Brown's Stand

Oversight

Oversight of the Rippavilla Property should be vested in a commission or committee established by the City for such purpose, the oversight of which may include other historic properties at the discretion of the City (the "Oversight Committee").

In addition to its other functions, the Oversight Committee would have oversight and approval authority for all aesthetic decisions as they pertain to historical preservation and accuracy of the Rippavilla Property, including ensuring period appropriate architecture, design and materials are used on new buildings, placement of benches, signage, lighting, fencing and building, naming decisions on any portion of the Rippavilla Property, and landscaping or other modifications.

Friends may be entitled to name members of the Oversight Committee. Rippavilla Board of Directors also suggest that membership not be restricted to citizens of Spring Hill. Final determination of the Oversight Committee, its composition and its authority shall be determined by the City.

Allocation of Revenue/Employees

Revenue generated by the City will accrue to the City; Revenue generated by Friends' events will accrue to Friends to be used for the historic preservation and enhancement of the Rippavilla Property. The City shall record such revenue and expenditures within the City's annual budget in accordance with State law, policies and practices.

The City shall have full and final discretion on appropriate staffing levels consistent with established City Human Resource policies and procedures, including the use of third parties.

Rights of Use for Friends.

Friends would have the right to conduct events benefiting the Rippavilla Property each year without charge. Further, Friends would be entitled to conduct events benefiting the Rippavilla Property each year in the Amphitheatre without charge. Scheduling said events shall be coordinated with the appropriate City staff.

In addition to the event rights set forth above, Friends would need daily use of a dedicated office within the mansion property, the current storage area in the mansion, and use of the Excel Building for committee meetings and monthly board meetings.

The following groups currently meet at the Excel Center or otherwise utilize the Rippavilla Property; Boy Scout Troop 1855, Sons of Confederate Veterans, Nat Cheairs Chapter, Creative Writers Group, Spring Hill Quicksteps, Order of the Confederate Rose, and Rippavilla Brigade. Continued usage shall be allowed in a manner consistent with City policies regarding the utilization of City facilities by civic organizations, non-profits, clubs, etc.

Operational Restrictions/Rights.

The final agreement should provide that the use of firearms, including without limitation cannons, related to historic reenactments or other events that support the historic aspects of the Rippavilla Property would not be restricted. This is vital to reenactments and other events in support of the Rippavilla Property's historic story.

During reenactments and other events, animals, wagons and historically accurate tents and equipment will be permitted. Historically accurate flags will be permitted to be displayed without restriction related to historic reenactments or other events to support the historic aspects of the Rippavilla Property.

The service or sale of alcoholic beverages on the Rippavilla Property, consistent with existing laws and requirements, shall be allowed.

Rights on Conveyance.

In the event the City determines that it desires to convey the Rippavilla Property, the recipient must be a 501(C)(3) entity whose mission is the preservation of historic property or, if an alternative recipient is intended, the City must provide Friends a period of nine (9) months in which Friends will either determine that it will take title to the Rippavilla Property, at no cost, or Friends will identify an alternative 501(c)(3) organization that will serve as the recipient, at no cost.

THIS INSTRUMENT WAS PREPARED BY:

Julian Bibb
Stites & Harbison PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (“Easement”) is hereby quitclaimed on this ___ day of _____, 2016, subject to the provisions herein contained, by **RIPPAVILLA, INC.**, a Tennessee nonprofit corporation (“**Grantor**”) to **THE LAND TRUST FOR TENNESSEE, INC.**, a Tennessee nonprofit corporation (“**Grantee**”), for the purpose of forever conserving the Conservation Values of the Property (both as hereinafter defined).

W I T N E S S E T H:

Grantor is the owner in fee simple of certain real property located in Maury County, Tennessee, consisting of approximately ninety eight and forty four one hundredths (98.44) acres and more particularly described in Exhibit A attached to and incorporated herein by this reference (the “**Property**”).

The Property is primarily open space, agricultural, and forest land. Approximately seventy three and nine tenths percent (73.9%) of soils on the Property have been classified as prime soils of local and statewide importance by the Natural Resources Conservation Service, United States Department of Agriculture. The Property meets the definition of “agricultural land” under The Agricultural, Forest and Open Space Land Act of 1976 as set forth in Tennessee Code Annotated § 67-5-1001, *et seq.* and is given special property tax treatment pursuant to such Act.

The Property possesses scenic natural beauty and is located in the midst of an area of increasing development and subdivision of land for residential and commercial purposes. The property is adjacent to a General Motors industrial plant on two sides and very close to a major divided highway interchange, the intersection of Highway 31 and Saturn Parkway. The adjacent property to the east is undergoing high density residential development and the Property lies within two (2) miles of six (6) other residential subdivisions: Jackson & Jones, Spring Meade, Beechcroft Station, Whispering Woods, Laurels at Town Center, and Rutherford Place. The Property is also adjacent to the city limit boundary and within the urban growth boundary of the City of Spring Hill.

The Property possesses outstanding scenic qualities that will provide a significant benefit to and scenic enjoyment for the general public, and can be viewed from over one thousand (1,000) feet of Highway 31, a public right of way.

The Property contains almost twenty five hundred (2,500) feet of a tributary called Johnson Branch that drains into Rutherford Creek to the south of the Property, which feeds into the Duck River. The Duck River is an integral waterway in the Lower Duck River Watershed, in which the Property lies.

The Tennessee Rivers Assessment Program is a coalition of federal, state and regional government agencies, nongovernmental organizations, conservation groups and citizens with the mission of assessing the biological, aesthetic, recreational and cultural resources of the rivers of Tennessee, educating Tennesseans about these resources, using this information to assist in river conservation efforts and encouraging the wisest uses of the waters of Tennessee. The Program is sometimes called the Tennessee Rivers Information System, or TNRIS, and is maintained by the Tennessee Department of Environment and Conservation (the “**Assessment**”). The Assessment rated the Rutherford Creek as locally significant for natural and scenic quality as well as for recreational boating. According to the Water Quality Control Board, Rutherford Creek partially supports its designated uses in some portions and fully supports its uses in other portions.

Approximately sixteen (16) acres of the Property are forested. The Tennessee Forest Resource Assessment and Strategy (June 2010) (the “**Forest Resource Assessment**”) was produced by the Tennessee Department of Agriculture’s Division of Forestry to address forest-related conditions, trends, threats and opportunities in Tennessee. The goal of the Forest Resource Assessment is to identify the highest priority areas where forest resource professionals and stakeholders can implement the most efficient and effective response to issues in those areas. The subject property is located within an area designated as a Forest Legacy Area in the Forest Resource Assessment.

The Property surrounds and forms the context for the historic house known as “Rippavilla,” a two-story brick antebellum-style plantation house with classic Greek revival architecture constructed from 1852-1855 (“**Rippavilla House**”). Rippavilla House has been listed on the National Register of Historic Places since 1977 as Property #96000773. The home was built by Nathaniel and Susan McKissack Cheairs who actually named it Rippo Villa, which was corrupted over the years to Rippavilla.

Both Rippavilla House and the Property are historically significant. During the American Civil War, the Property became a focal point in the battle of Spring Hill, Tennessee on the afternoon and night of November 29, 1864. On that day, the mansion began its function as a Confederate field hospital and served in this capacity until Confederate medical personnel evacuated the home on December 18, 1864, two days after the end of the battle of Nashville. During this time Rippavilla House and the barn sheltered wounded and casualties from both sides of the Battles of Franklin and Nashville. Upon evacuation on December 18, Federal cavalry, under General James Wilson, used the house as a barracks until the end the year.

The most noteworthy event that occurred in Rippavilla House during the Middle Tennessee Campaign was a Council of War Breakfast the morning of November 30, 1864 between Confederate Generals Nathan Bedford Forrest and John Bell Hood. Governor Isham Harris of Tennessee was also in attendance. After learning that General John McAllister Schofield and his Union troops had safely escaped the Confederate forces encamped on and around Rippavilla, Hood ordered his commanding officers to convene at Rippavilla for a breakfast meeting before moving northward chasing the Union Army.

During the Council of War Breakfast, hosted by the Cheairs (the original homeowners) and held in the back parlor according to personal accounts, Hood blamed everyone for the Union’s successful trek through the Confederate road blocks. After a short but heated meeting,

Hood, Forrest and the others continued on to Franklin where one of the bloodiest battles of the Civil War ensued.

The field on the immediate north side of the Property, now owned by the Civil War Preservation Trust, was originally part of the Cheairs plantation. This eighty plus acre site was the scene of one of the closing actions of the Battle of Spring Hill; it was here as the Federal Army retreated down the Nashville Highway. Men of the 26th Ohio held off General William Brimage Bate's Confederate Division of the Army of Tennessee about two hundred yards from the main line of retreat on the Nashville Highway. Out of ammunition and about to be overrun by a much larger Confederate force, the demise of the 26th Ohio looked certain, when Bate received orders from General Frank Cheatham to break off his attack and move towards the right shoulder of Federal General Cleburne's division along Rally Hill Pike. The Ohio men, saved, moved to the highway and joined the retreat towards Nashville.

The Battle of Spring Hill has been listed as having a preservation priority of I.3 (Class B) by the National Park Service's American Battlefield Protection Program, which means that the battlefield has good or fair integrity, but is also listed as having a moderate to high threat of destruction and is in critical need of coordinated action.

The open space use of the Property is consistent with public and private programs for conservation and protection of open space for nearby properties. The Property is directly adjacent to a parcel, originally part of the Rippavilla Plantation, that is owned and protected by the Civil War Preservation Trust. The Property is also within ten (10) miles of nineteen (19) other properties protected with conservation easements held by the Grantee and four (4) publically accessible protected properties including Yanahli Wildlife Management Area, Columbia Greenway, James K. Polk State Historic Area, and the Natchez Trace Parkway.

The agricultural, forest, open space, watershed protection, historic, and scenic characteristics of the Property, and its current use and state of improvement, are described in a Present Conditions Report prepared by Grantee with the cooperation of Grantor and acknowledged by both to be complete and accurate as of the date of this Easement (the "**Report**"). The Report will be used by Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Easement. However, the Report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use or condition.

Grantor has agreed to convey to Grantee a conservation easement in the Property for the purpose of assuring that, under the perpetual stewardship of Grantee, the agricultural, forest, open space, watershed protection, historic, and scenic values of the Property will be conserved and maintained forever and that the uses of the Property that are inconsistent with these conservation purposes will be prevented.

The granting of this Easement is intended to comply with the requirements of The Conservation Easement Act of 1981, Tennessee Code Annotated ("**T.C.A.**") § 66-9-301, *et seq.*, as amended, which permits the creation of conservation easements. Specifically, the Easement's "limitations and affirmative obligations are intended to preserve, maintain or enhance the present condition, use or natural beauty of the land, the open-space value, the air or water quality, the agricultural, forest, recreational, geological, biological, historic, architectural, archaeological, cultural or scenic resources of" the Property.

The agricultural, forest, open space, watershed protection, historic, and scenic values of the Property are collectively referred to herein as the “**Conservation Values**” of the Property.

The Grantor intends that the Conservation Values of the Property be preserved and maintained, and Grantor intends to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.

The granting of this Easement will also serve the following “conservation purposes” (together with the Conservation Values, the “**Conservation Purposes**”) as such term is defined in Section 170(h)(4)(A) of the Internal Revenue Code of 1986, as amended (the “**Code**”):

The preservation of open space, including farmland and forest land, pursuant to the following clearly delineated governmental conservation and preservation policies, yielding a significant public benefit:

-- The Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. §§ 4201, *et seq.*, whose purpose is “to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, local government and private programs and policies to protect farmland”; and

-- The Agricultural, Forest and Open Space Land Act of 1976 as set forth in T.C.A. § 67-5-1001, *et seq.*, which states in § 67-5-1002 that “The general assembly finds that: . . . (2) [t]he preservation of open space in or near urban areas contributes to . . . the conservation of natural resources, water, air, and wildlife . . . [and] preservation of land in an open condition for the general welfare” . . . and “(3) Many prime agricultural and forest lands in Tennessee . . . are being permanently lost for any agricultural purposes and that these lands constitute important economic, physical, social and esthetic assets to the surrounding lands and to the people of Tennessee;” and

-- The Conservation Easement Act of 1981, T.C.A. § 66-9-301, *et seq.*, as amended, which permits the creation of conservation easements.

The current use of the Property is consistent with the conservation purposes of this Easement.

Grantee is a tax-exempt nonprofit organization and a qualified organization under §§ 501(c)(3) and 170(h), respectively, of the Code, and is a qualified “Holder” under T.C.A. § 66-9-303(3)(B), whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic, agricultural, forested and/or open space condition, and Grantee accepts the responsibility of enforcing the terms of this Easement and upholding its conservation purposes forever.

Grantor owns the entire fee simple interest in the Property, including the entire mineral estate, subject to those easements or covenants as may affect the Property. On the Property, but excluded from the legal description, is a family graveyard of 1/16th acre with right of ingress and egress and recorded in Book 152, Page 472 of the Register’s Office of Maury County.

NOW, THEREFORE, for the reasons given, and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby donates, grants, remises, releases and forever quitclaims to Grantee, its successors and assigns, and Grantee accepts, a conservation easement on the Property, in perpetuity, in order to conserve and retain the Property forever predominantly in its agricultural, scenic, and/or open space condition in accordance with the terms of this Easement; and Grantor donates, grants, assigns, remises, releases and forever quitclaims to Grantee, its successors and assigns, the right to take appropriate legal action in law or equity to enjoin, prohibit and remedy any violation of the terms of the easement created by this Easement and to enter the Property at reasonable times to observe and document the state of preservation and to prevent any violation of the terms of this Easement.

1. Purpose. It is the purpose of this Easement to assure that the Property will be conserved and retained forever predominantly in its natural, scenic, agricultural and/or open space condition consistent with the actual or potential use of the Property as a public park and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will generally confine, except as otherwise specifically permitted herein, the use of the Property to such activities, including without limitation farming, as are not inconsistent with the purpose and terms of this Easement.

2. Implementation. This Easement shall be implemented by limiting and restricting the development and use of the Property in accordance with its provisions as provided throughout. No permanent or temporary structures or other buildings or improvements shall hereafter be constructed, placed or maintained on the Property except as specifically provided herein.

3. Definitions. As used in this Easement, the term “**Grantor**” includes the original Grantor, its successors and assigns, all future owners of any legal or equitable interest in all or any portions of the Property, and any party entitled to the possession or use of all or any part thereof; and the term “**Grantee**” includes the original Grantee and its successors and assigns.

4. Prohibited Acts. Grantor shall not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the terms of this Easement and the restrictions and obligations set forth herein.

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. Rippavilla Deed Restrictions. The Property is subject to the provisions of several deeds of record, which limit the use of the Property and impose restrictions and prohibitions designed to preserve the character of the Property.

(a) Nature of Restrictions. The deeds have imposed the following restrictions and instructions relative to the Property (collectively, the "**Rippavilla Deed Restrictions**"):

(i) There shall be "no mobile home or any temporary form of residential dwelling may be placed or constructed on the [P]roperty"(Book 11, Page 419, Register's Office of Maury County); and

(ii) The Property shall only be used as "an historic site (including, but not limited to, farming) and for recreational purposes associated with, and consistent with, historic preservation, including rental of, or fund raising at, the Property in support of 501(c)(3) activities and consistent with the historic site" (Book R2082, Page 1487, Register's Office of Maury County); and

(iii) the Property shall not be used for "the sales of alcoholic beverages for off-premises consumption, an off-track betting business, casino or other gambling establishment or any establishment offering the provision of goods, services, or amusements from which minors would customarily be excluded because of the sexually explicit nature thereof or for any other reason, such as adult book stores, massage parlors, brothels, public or private bathhouses, escort services, adult movie theaters, adult video or movie arcades or other establishments which display adult movies or adult video recordings, or establishments which display erotic, strip, nude or semi-nude dancers" (R2082, Page 1487, Register's Office of Maury County); and

(iv) The Property shall not be used for "a child-care center, pre-school or other type of business that provides child-care or pre-school services" (R2082, Page 1487, Register's Office of Maury County).

(b) Grantee does not by this Easement accept the obligation of enforcing the Rippavilla Deed Restrictions, except to the extent that the restrictions set forth in this Easement encompass the Rippavilla Deed Restrictions. Grantee recognizes that the Property is subject to the Rippavilla Deed Restrictions and their enforcement. Notwithstanding the foregoing, Grantee shall have the right but not the obligation to enforce the Rippavilla Deed Restrictions in Grantee's discretion. Further, Grantee may join with Grantor in any action to enforce the Rippavilla Deed Restrictions.

7. 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 7 or other provisions of this Easement, is prohibited.

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

(i) Rippavilla House. Rippavilla House, as it currently exists on the Property, may be maintained, improved, and repaired subject to the following conditions:

(a) No exterior alteration or reconstruction of the House shall proceed without the prior written consent of the Grantee in accordance with Section 5 of this Easement. In determining whether to grant consent, Grantee shall consider the historic character of the House to ensure that Grantor's plans do not disrupt such historic character.

(b) No provision of this Easement restricting the appearance of the House or requiring the consent of Grantee shall be deemed to apply to interior renovations or improvements.

(ii) Building Envelope A. Grantor reserves the right to establish on the Property an L-shaped area no more than ten (10) acres in size that encompasses Rippavilla House ("**Building Envelope A**"). Building Envelope A shall have boundaries as shown on Exhibit B of this Easement, attached to and incorporated herein. Grantor may construct within Building Envelope A reasonable structures appurtenant to the residential, agricultural, or public use of Rippavilla House including permeable parking areas. Prior to any construction of new structures within Building Envelope A, the following provisions shall be met:

(a) Grantor shall cause Building Envelope A to be delineated, staked, and surveyed by a registered land surveyor; and

(b) The exact and final location of the Building Envelope A shall be subject to the prior written approval of Grantee, in accordance with Section 5 of this Easement; and

(c) An addendum to this Easement shall be executed in form and substance acceptable to Grantee, which addendum shall define the location of Building Envelope A by a metes and bounds survey description; and

(d) Building Envelope A, and all roads or driveways providing access thereto, must not unreasonably interfere with the Conservation Values of the Property; and

(e) Building Envelope A must not intrude on the Buffer Zone as defined in Section 15.

(iii) Building Envelope B. Grantor reserves the right to establish on the Property an area no more than one and one half (1.5) acres in size that encompasses the coordinates 35.730313, -86.942296 as established by a global positioning system or other means (the “**Building Envelope B**”). Building Envelope B shall have boundaries as shown on Exhibit B of this Easement. Grantor may construct within Building Envelope B reasonable structures related to the agricultural, historic or public use of the Property including permeable parking areas. Prior to any construction of new structures within Building Envelope B, the following provisions shall be met:

(a) Grantor shall cause Building Envelope B to be delineated, staked, and surveyed by a registered land surveyor; and

(b) The exact and final location of the Building Envelope B shall be subject to the prior written approval of Grantee, in accordance with Section 5 of this Easement; and

(c) An addendum to this Easement shall be executed in form and substance acceptable to Grantee, which addendum shall define the location of Building Envelope B by a metes and bounds survey description; and

(d) Building Envelope B, and all roads or driveways providing access thereto, must not unreasonably interfere with the Conservation Values of the Property; and

(e) Building Envelope B must not intrude on the Buffer Zone as defined in Section 15.

(iv) Agricultural Structures. Grantor may maintain, construct, repair and replace or demolish structures on the Property used or to be used primarily for agricultural purposes and limited in use to the care, storage, processing or sale of livestock or other farm products predominantly raised or grown on the Property and the storage of material and equipment used or useful for such purposes and for other purposes related to the permitted use of the Property (each such structure being hereinafter referred to as an “**Agricultural Structure**”). New Agricultural Structures may be constructed on the Property within Building Envelope A or Building Envelope B (collectively, the “**Building Envelopes**”) without further permission from Grantee or outside the Building Envelopes with prior written consent of Grantee, in accordance with Section 5 of this Easement. No Agricultural Structure may be constructed within the Buffer Zone, as hereinafter defined in Section 15.

(v) Recreational Structures. Golf courses, athletic fields and paved airstrips are strictly prohibited. Picnic shelters, park swings, park benches, gazebos, barbecue pits, grills, playgrounds, bridges, trails, paths, benches,

informational kiosks, fitness trails, or other low impact recreational improvements utilized to enjoy the scenic beauty of the Property may be built for the recreational enjoyment of Grantor and Grantor's guests inside the Building Envelopes without Grantee's consent. Except for recreational structures that require a concrete, cement, or other type of foundation for construction, installation or erection, Grantor may construct, install, or erect recreational structures on the Property (excluding any areas described in Section 15) without Grantee's consent. 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 that requires a concrete, cement, or other type of foundation for construction, installation or erection outside the Building Envelopes. Commercial recreational activities that exceed the de minimus standard set forth in Section 2031(c)(8)(B) of the Code are prohibited.

(c) Historic Sites. There are currently existing on the Property an historic graveyard (the "**Graveyard**") and an original slave cabin (the "**Slave Cabin**") located at the following coordinated, as established by a global positioning system or other means, respectively: 35.726410, -86.943277 and 35.728496, -86.942290. The Graveyard and the Slave Cabin may be maintained, repaired and preserved, however, neither the Graveyard nor the Slave Cabin may ever be removed, destroyed, relocated, or changed in such a way as to disrupt the historical significance or nature of the site.

(d) Greenway. Grantor retains the right to create a greenway trail (a "**Greenway**") for the purpose of walking and bicycling through the Property in order to enjoy the scenic beauty and other Conservation Values of the Property. Some portions of the Greenway may be paved in order to comply with the Americans with Disabilities Act. The width of the Greenway shall not exceed ten (10) feet. Prior to construction of the Greenway, Grantor shall secure the prior written approval of the Grantee in accordance with Section 5 of this Easement.

(e) 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 livestock and wildlife, access control and protection of crops, without any further permission of Grantee.

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

(g) 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, geothermal power or hydroelectric power (collectively, "**Energy Production Facilities**"), subject to the following conditions:

(i) Energy Production Facilities, such as detached or roof-top solar arrays, may be built within the Building Envelopes, without further permission from Grantee. Roof-top solar arrays may also be constructed on any existing

structure outside the Building Envelopes without further permission from Grantee.

(ii) Grantor retains the right to construct Energy Production Facilities outside of the Building Envelopes subject to the following conditions:

(a) The construction or installation of any structure or facility is subject to the prior written approval of Grantee, in accordance with Section 5 of this Easement. As part of the approval process, Grantor must provide a plan that describes the siting, height, impact, location of structures and distribution facilities and other information required by Grantee.

(b) The Energy Production Facilities may not impact the surface of more than one percent (1%) of the Property.

(iii) Notwithstanding the foregoing, the construction, use, maintenance, repair and replacement of wind turbines for the generation of wind energy anywhere on the Property shall not be permitted.

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

(v) No Energy Production Facility, or housings, wires, conduits or other equipment servicing such Energy Production Facility, shall adversely impact the Conservation Values of this Easement.

8. 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.

9. 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 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 either within or outside any Homestead Area, 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.

10. Right to Use Property for Agricultural Production. Grantor retains the right to use the Property for agricultural production, or to permit others to use the Property for agricultural production, in accordance with applicable law and consistent with the purposes and preservation of the Conservation Values of the Property.

As used herein, “agricultural production” shall mean the production, processing, storage or retail marketing of crops, livestock, and livestock products. For purposes hereof, crops, livestock and livestock products include, but are not limited to:

- (a) crops commonly found in the community surrounding the Property;
- (b) field crops, including, without limitation, pumpkins, corn, wheat, oats, rye, barley, hay, potatoes, cotton, soybeans, tobacco, herbs and dry beans;
- (c) fruits, including, without limitation, vineyards or orchards for apples, peaches, grapes, cherries, nuts and berries;
- (d) vegetables, including, without limitation, lettuce, tomatoes, snap beans, cabbage, carrots, beets, onions, mushrooms;
- (e) horticultural specialties, including, without limitation, sod, seeds, nursery stock, ornamental shrubs, ornamental trees, Christmas trees and flowers;
- (f) livestock and livestock products, including, without limitation, dairy cattle, beef cattle, sheep, swine, goats, horses, poultry, fowl, fur bearing animals, bees, milk and other dairy products, eggs;
- (g) timber, wood, and other products derived from trees; and
- (h) aquatic plants and animals and their byproducts.

11. Agricultural Operations and Conservation Practices. (a) All agricultural operations on the Property (whether pertaining to crops, livestock, tree farming or otherwise), including without limitation maintaining land for pasture, shall be conducted in accordance with good practices for soil and water conservation, pest management, nutrient management and habitat protection. Such agricultural operations shall be also conducted in accordance with all applicable laws and consistent with “**Best Management Practices**,” as those practices may be identified from time to time by appropriate government or educational institutions for general application in the area in which the Property is located. All agricultural operations of the Property shall be conducted in a manner consistent with a conservation plan prepared by a governmental agency such as the U.S. Dept. of Agriculture, Natural Resources Conservation Service, or their successors, or by a qualified conservation professional approved by Grantee. Such conservation plan shall be updated (a) from time-to-time as may be necessary to preserve the Conservation Values of the Property; (b) at any time the basic agricultural operations on the Property materially change; and/or (c) at any time the ownership of the Property changes. The current agricultural use of the Property is consistent with the conservation purposes of this Easement, and nothing set forth in this Easement shall be deemed to prohibit the current use of the Property.

- (b) On the Property, there shall be no:
 - (i) high-density feed lots, including structures, whether for cattle, pigs, chickens or other animals;
 - (ii) commercial slaughter or animal-processing activities; or
 - (iii) industrial activities or operations,

all of which are strictly prohibited.

(c) Subject to the provisions of Section 15 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.

(d) Grantor retains the right to use the Property for otherwise lawful and customary rural enterprises consistent with the agricultural nature of the Property, including without limitation processing, packaging and marketing farm products predominantly produced on the Property, repair of farm machinery for the permitted timber activities set forth in Section 12 of this Easement, and agritourism activities.

12. Forestry Activities.

(a) All future forestry activities, if any, on the Property shall be conducted in accordance with a forest management plan that addresses forest habitat protection and watershed conservation, including without limitation preservation of the Buffer Zone established under Section 15 of this Easement. Such forest management plan shall be developed and prepared by Grantor in conjunction with the Tennessee Division of Forestry or forestry professional, who shall also ensure the proper implementation of the plan as written. Such plan shall provide for the maintenance or enhancement of the conservation values of the property. Prior to implementation of the plan or commencement of any forestry activities, Grantor must secure the written approval of Grantee, in accordance with Section 5 of this Easement. Grantor shall ensure the preparation and periodic updating of the forest management plan provided for in this Section 12; and such updates shall be developed and prepared in conjunction with the Tennessee Division of Forestry or forestry professional, and shall be submitted to the Grantee for written approval, in accordance with Section 5 of this Easement. Notwithstanding the foregoing, Grantor shall be permitted to (i) remove, harvest or cut dead and diseased trees, (ii) remove trees that pose a threat of personal injury or property damage, (iii) cut wood for use on the Property, including firewood and the construction of fences or buildings, (iv) cut trees to create firebreaks or to prevent the spread of disease or insect outbreak, (v) remove invasive exotic species such as privet, tree of heaven etc., and (vi) create food plots, openings and brush piles for wildlife habitat enhancement subject to a wildlife management plan prepared by Grantor in conjunction with a biologist or other similar professional.

(b) The cutting, removal or harvesting of trees, including commercial timber harvesting, may be undertaken only if consistent with the forest management plan described above and shall be supervised in conjunction with the Tennessee Division of Forestry or forestry professional approved by Grantee. All timber harvesting shall be consistent with generally accepted "Best Management Practices," as those practices may be identified from time to time by appropriate governmental or educational institutions for timber harvesting, and in a manner not wasteful of soil resources or detrimental to water quality, wildlife habitat, or watershed conservation. Nothing set forth in the Easement shall be deemed to prohibit the clearing of trees for agricultural purposes, consistent with Best Management Practices.

(c) The removal of timber shall in any event comply with the provisions of Section 15 of this Easement regarding the Buffer Zone, as hereinafter defined.

13. Mining.

(a) 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 agricultural 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.

(b) To the extent permitted under Section 170(h)(5) of the Code and applicable Treasury Regulations, Grantor may remove soil, sand and gravel for construction and maintenance of farm roads or other improvements or driveways on the Property as permitted by the Easement, subject to the following conditions:

(i) Said removal is (a) limited and localized in impact, affecting no more than one (1) acre of the Property in the aggregate at any one time; (b) not taken from land within the 100 year flood plain or any Buffer Zone, as hereinafter defined in Section 15 of this Easement; and (c) not irretrievably destructive of significant conservation interests;

(ii) Grantor shall use all practical means to mitigate any adverse effect of the Conservation Values of the Property in carrying out said permitted extractive activities; and

(iii) Upon completion of said activities, Grantor shall promptly restore any portion of the Property affected to as near as possible to its condition existing prior to the activity.

14. Road and Farm Road Construction. Although no public roads shall be constructed on the Property, farm roads may hereafter be constructed on the Property where needed to conduct agricultural operations on the Property (such as the loading and unloading of grain, supplies, livestock etc.) or to provide access to the House and Agricultural Structures. Farm roads on the Property shall be graveled or consist of other permeable surfaces, except that the existing roadway providing access to the House may be maintained. Such farm 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 farm road, Grantor shall notify Grantee of Grantor's intended construction of the farm road, but the failure to so notify Grantee shall not impair the rights retained by Grantor hereunder.

15. 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 bank of Johnson Branch, as such bank 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. Trees within the Buffer Zone may be cut but only if done in accordance with Best Management Practices referred to in Section 11 and the conservation plan described in Section 12. The use of pesticides, 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 Agricultural Structure may be built within the Buffer Zone. Nothing in this Section shall be deemed to prevent water crossings as necessary for permitted driveways and farm roads.

16. Recreational, Educational, and Open Space Purposes.

(a) Grantor retains the right to use the Property for lawful low-impact recreational uses including, but not limited to, hunting, fishing, camping, hiking, cycling, horseback riding, picnics, social events, vintage baseball, civil war era recreations, farm tours, nature interpretation and other educational programs (including the creation of limited, unpaved hiking and horseback trails). These recreational uses shall not involve permanent improvements or structures except for those permitted under Section 7(b). Grantor also retains the right to place trail markers, signage, benches, emergency communication boxes, educational plaques and other small signs describing the Property and its Conservation Values on the Property so long as in the reasonable opinion of 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. The intentional introduction of wild hogs or other exotic game animals into the Property is strictly prohibited. Commercial recreational activities that exceed the de minimus standard set forth in Section 2031(c)(8)(B) of the Code are prohibited.

(b) In the event that the Property is owned by a governmental entity or by a charitable organization qualifying under § 501(c)(3) of the Code, or any similar qualifying provision, the charter of which specifies that the organization exists for the purpose of education, research, or for the administration of public open space or non-commercial public recreation (each a "**Qualifying Entity**"), before undertaking any activities on the Property, the Qualifying Entity shall prepare a Property and facilities management plan (a "**Master Plan**") and shall secure the written approval of Grantee for the Master Plan in accordance with Section 5 of this Easement. Any proposed Master Plan shall be consistent with the terms of this Easement and shall not contravene the Conservation Values protected under this Easement. Further restrictions include:

(i) An approved Master Plan may be amended from time to time, however, any significant deviation from the Master Plan as initially presented to the Grantee shall require the prior written approval of the Grantee in accordance with Section of this Easement.

(ii) A Master Plan shall identify the objectives for use of the Property, the proposed educational, open space, and recreation uses, a map or maps showing the location of such uses, the administrative entity that will provide day-to-day management and oversight of these uses, guidelines for limiting the impact of such uses on the Conservation Values of the Property.

(iii) A Qualifying Entity may use any existing or allowable structure under Section 7(b) of this Easement so long as the structure's use is in accordance with the educational, open space, or public recreation purposes of the Property and specified within the Master Plan. Within the Building Envelopes, a Qualifying Entity may also construct reasonable structures related to the educational, open space, or public recreation purposes of the Property.

(iv) A Qualifying Entity may erect small educational and directional signs on the Property and may use the Property for all of the low-impact recreational uses specified above in this Section 16.

(v) A Qualifying Entity may conduct community events on the Property provided that such events are described as to type and maximum number of participants in the Master Plan, along with measures to ensure that community events do not adversely affect the Conservation Values of the Property.

17. Prohibited Uses. The following improvements and uses are specifically prohibited on the Property:

(a) stadiums; arenas; race tracks; commercial uses other than those specifically permitted by this Easement;

(b) overhead transmission lines or towers, including but not limited to cellular and water towers;

(c) use of motorized vehicles on the unpaved paths and trails of the Property except for maintenance, operation and management of the Property;

(d) commercial, industrial, residential, or other real estate development;

(e) manufacturing and industrial uses;

(f) commercial mining or drilling activities;

(g) residential uses of the Property (including residential development, home sites, hotel and motel uses, apartments, and similar residential uses); except that Rippavilla House may be used for residential purposes (including both the ownership and tenant use thereof) so long as the owner or tenant consists of a single family unit;

(h) dumping of garbage, trash, or building materials, provided, however, that this prohibition shall not apply to (i) lawful temporary disposal of waste resulting from daily operations on the Property (dumpsters, etc.) or (ii) lawful temporary disposal of products as part of a recycling or recovery operation established for the purpose of environmental preservation and protection (mulch recycling, cardboard, metal, glass and paper recycling, etc.);

(i) zoos;

(j) permanent fairgrounds or amusement parks;

(k) billboards or commercial advertising, except for temporary signs for marketing of special events and concessions and organizations which manage all or part of the park;

(l) schools, colleges or libraries; provided, however, that non-public schools or libraries associated with the preservation of the Property's historic character or the promotion of historic preservation in general shall be permitted;

(m) hospitals or medical facilities (other than fitness-related facilities);

(n) government offices, jails, or town halls; provided, however, that if the Property is owned by a governmental entity, nothing in this section shall be deemed to prohibit such entity from maintaining an office directly supportive of management or maintenance of the Property;

(o) activities which cause significant erosion or pollution or damage to park improvements; and

(p) any other use or activity inconsistent with the purpose of this Easement or which significantly impair the Conservation Values of the Property.

18. 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.

19. 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 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.

20. 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. Without limiting any of the foregoing, and provided that events or activities do not conflict with the express terms of this Easement, including Section 17 of this Easement, and do not negatively impact the Conservation Values of the Property, Grantor or Grantor's designee shall be permitted to:

(a) Hold events on the Property in support of nonprofit fundraising or the recreational opportunities on the Property, including without limitation:

(i) parties, weddings, receptions and other social events for which compensation may be paid; and

(ii) festivals including the sale of food and alcoholic beverages or products, including without limitation festivals similar in nature to festivals currently held on the Property;

(iii) meetings of nonprofit or other groups within the buildings located on the Property;

(iv) live musical or theatrical performances, and

(v) athletic events including but not limited to distance runs and vintage baseball.

(b) Conduct activities in support of the historic assets associated with the Property, including without limitation:

(i) historic reenactments,

(ii) conducting tours and special events; and

(iii) running a gift shop.

21. Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, this shall apply to:

(a) Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

(b) Upkeep and Maintenance. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

(c) Liability and Indemnification. If Grantee is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property, Grantor shall indemnify and reimburse Grantee for these payments, as well as for reasonable attorneys' fees and other expenses of defending itself, unless Grantee or any of its agents have committed a deliberate act that is determined by a court to be the sole cause of the injury or damage. If Grantor is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property as a result of a deliberate act of Grantee or any of its agents that is determined by a court to be the sole cause of the injury or damage, Grantee shall indemnify and reimburse Grantor for these payments, as well as for reasonable attorneys' fees and other expenses of defending Grantor. Notwithstanding the foregoing, if the Property is transferred to a governmental entity, the foregoing indemnity obligations shall be limited in accordance with applicable law.

22. Enforcement.

(a) Grantee shall have the right to prevent and correct violations of the terms of this Easement pursuant to the terms of this Section 22. Grantee may enter the Property for the purpose of inspecting for violations or for compliance with the terms of this Easement, provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property. If at any time Grantee finds what it believes is a violation, it may at its discretion take appropriate legal action.

(b) Except when an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee shall give Grantor written notice in accordance with Section 29 of this Easement of the violation and thirty (30) days to correct such violation, before filing any legal action. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section 22 without prior notice to Grantor or without waiting for the period provided for the cure to expire. In such case, Grantee shall use reasonable efforts to notify Grantor of such circumstances and proposed action, but the failure to provide such notice shall not limit Grantee's rights under this Section 22.

(c) If a court with jurisdiction determines that a violation may exist or has occurred, Grantee may obtain an injunction to stop it, temporarily or permanently. A court may also issue an injunction requiring Grantor to restore the Property to its condition prior to the violation.

(d) In addition to injunctive remedies, Grantee shall have the right to seek the following remedies against Grantor or any other person legally responsible in the event that a court finds that a violation of this Easement exists or has occurred: (i) monetary

damages, including damages for the loss of the Conservation Values protected by the Easement; (ii) restoration of the Property to its condition existing prior to such violation, including the removal of offending structures; and (c) any other remedies available at law or in equity. Said remedies shall be cumulative.

(e) All reasonable costs incurred by Grantee in enforcing the terms of this 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 Easement shall be borne by Grantor without setoff, deduction, defense, abatement, suspension, deferment, or reduction; provided, however, that if a court finds that no violation has occurred, each party shall bear its own costs. Grantor expressly agrees that Grantee shall have, is hereby granted, and shall be entitled to record a lien against the Property for any unpaid damages or costs of enforcement.

(f) The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later time. Forbearance by Grantee to exercise any of its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(g) Grantor expressly authorizes Grantee to enforce this Easement and the restrictions and obligations set forth herein in the manner described above. However, unless otherwise specified herein, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any acts of nature or other event over which Grantor had no control. Grantor understands that nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law.

23. Transfer of Easement.

(a) If Grantee dissolves, ceases to exist, is unable or unwilling to carry out its responsibilities under this Easement, or no longer qualifies under § 170(h) of the Code, then it shall have the right to transfer the conservation easement created by this Easement, and the rights and obligations created hereunder, to any public agency or private nonprofit organization that, at the time of transfer, is a "**qualified organization**" under § 170(h) of the Code, but only if the agency or organization expressly agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee ever dissolves, ceases to exist, or no longer qualifies under § 170(h) of the Code and a transfer has not been made pursuant to the foregoing sentence, a court with jurisdiction shall transfer this conservation easement, and the rights and obligations created hereunder, to another qualified organization having similar purposes that agrees to assume the responsibility. Except as permitted under this Section 23, Grantee shall not otherwise transfer the conservation easement or the rights and obligations hereunder.

(b) Upon such transfer pursuant to this Section 23, all records, plans and documents with respect to the conservation easement and the Property in Grantee's

possession shall be provided to such qualified transferee organization to help provide it with an understanding of the Property, the operations thereon, and the conservation easement.

24. Transfer of Property. Any time the Property itself, any part thereof, or any interest therein, is transferred by Grantor to any third party, Grantor shall notify Grantee in writing thirty (30) days prior to such transfer, and the document of conveyance shall expressly refer to this Easement and recite that the Property is subject to this Easement. The failure of Grantor to so notify Grantee shall not impair Grantor's right to transfer the Property. After such transfer, the transferring party shall thereafter have no rights or interest in this Easement, and shall have no liability for any violations of this Easement occurring after the effective date of such transfer, but such transfer shall not affect the continued obligation of any party for matters arising prior to such transfer.

25. Effectiveness of Easement; Amendments. This Easement shall be effective upon execution and enforceable against third parties from and after the time it is recorded with the Register's Office of the county in which the Property is located. This Easement may be amended only with the written consent of Grantee and Grantor. Any such amendment shall be consistent with the purposes as stated hereinabove and shall comply with § 170(h) of the Code. Additionally, any such amendment shall be effective and enforceable as to third parties from and after the time that such amendment is recorded with the Register's Office of the county in which the Property is located.

26. Condemnation and Extinguishment.

(a) Extinguishment. This Easement may be extinguished only by condemnation, as described below in subparagraph (b), or under the following circumstances:

(i) An unexpected change to the conditions surrounding the Property has arisen (including, without limitation, a condemnation);

(ii) Such unexpected change can make impossible or impractical the use of the property for the Conservation Purposes;

(iii) This easement is extinguished by judicial proceeding; and

(iv) The proceeds from a subsequent sale or exchange of the Property are used by Grantee in a manner consistent with the Conservation Purposes.

(b) Condemnation. If condemnation of a part of the Property or of the entire Property by a public authority renders it impossible to fulfill any of the Conservation Purposes, as determined by Grantee in the exercise of its discretion, the Easement may be terminated through condemnation proceedings, and Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. If the Easement is terminated and the Property is sold or taken for public use, then Grantee shall be entitled to a percentage of the gross sale proceeds or condemnation award equal to the ratio of the fair market value of the Easement to the fair market value of the Property unencumbered

by the Easement, as these values are determined as set forth below on the date of this Easement.

(c) **Proceeds.** The parties hereby stipulate and agree that the granting of this Easement gives rise to a property right immediately vested in Grantee. The parties further stipulate and agree that the property right granted to Grantee herein has a fair market value, as of the date hereof, that is at least equal to the proportionate value that this Easement, as of the date hereof, bears to the value of the Property as a whole as of the date hereof (the “**Easement FMV**”). The ratio of the Easement FMV to the fair market value of the Property as a whole as of the date hereof shall be referred to as the “**Proportionate Share.**” Accordingly, at the time of any subsequent sale, exchange, condemnation, or involuntary conversion of the Property, the Grantee is entitled to a portion of the proceeds at least equal to Proportionate Share of the total proceeds, unless state law provides that the Grantor is entitled to the full proceeds from the conversion without regard to the terms of this Easement.

27. **Interpretation; Captions; Severability.** This Easement shall be interpreted under the laws of the State of Tennessee, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes. The captions in this Easement are for reference purposes only and shall not define, limit or expand the meaning or application of any term, paragraph or section contained herein. This Easement is severable, such that the invalidity, illegality or unenforceability of any term or provision contained herein shall not affect the validity, legality or enforceability of the other provisions in this Easement.

28. **Perpetual Duration.** The Easement shall be a servitude running with the land in perpetuity. Every provision of this Easement that applies to Grantor or Grantee shall also apply to their respective agents, heirs, personal and legal representatives, assigns and all other successors as their interests may appear.

29. **Notices.** Any notices required by this Easement shall be in writing and shall be personally delivered or sent by overnight courier, such as Federal Express, or first class mail, return receipt requested, to Grantor and Grantee respectively at the following addresses, unless a party has been notified by the other of a change of address:

To Grantor: Rippavilla Plantation, Inc.
P.O. Box 1169
Spring Hill, TN 37174
Attention: Pam Perdue

With a copy to: Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219
Attention: J. Bryan Echols, Esq.

To Grantee: The Land Trust for Tennessee, Inc.
209 10th Avenue South, Suite 327
Nashville, Tennessee 37203

With a copy to: Stites & Harbison PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219
Attention: Julian Bibb, Esq.

In the event that a party to this Easement shall transfer such party's interest in the Property or under this Easement by conveyance, distribution, operation of law or otherwise, the transferee of such interest shall provide the nontransferring party with written notice of the change of address to which notice is to be sent hereunder. Notice shall be deemed to be received upon delivery to recipient, as evidenced by return receipt, overnight courier confirmation, or signed hand delivery confirmation or refusal to accept a proper delivery attempt.

30. Environmental Matters. Grantor has no actual knowledge of a material release or threatened release of hazardous substances or wastes on the Property in violation of federal, state or local laws, statutes, regulations or ordinances, or the Property's use as a landfill or dump, and hereby promises to defend and indemnify Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with any release of hazardous waste, use of the Property as a landfill or dump, or violation of any federal, state or local environmental laws. Notwithstanding the foregoing, Grantor shall have no obligation to defend or indemnify Grantee against litigation, claims, demands, penalties, damages, or attorneys' fees arising out of or with respect to releases of hazardous substances or wastes caused by Grantee or any of its agents.

31. Subordination; Liens. No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property as collateral for borrowing, provided that any deed of trust, mortgage or lien arising from such a borrowing shall be subordinate to this Easement. On the date of this Easement and of its recording in the Register's Office for the county in which the Property is located, the Property and the Easement shall be free of or superior in priority to any deed of trust, mortgage or lien.

32. Acceptance. As evidenced by the signature of Grantee's duly authorized officer affixed hereto, Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Easement.

33. Counterpart Execution. This Easement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

34. Conveyance. This Easement and the conservation easement herein described are quitclaimed subject to such limitations, covenants and restrictions as may affect the Property, but the parties hereto specifically agree to comply with all of the terms and provisions herein contained.

35. Grantor's Representations. Grantor represents, warrants and covenants to and with Grantee as follows

(a) Grantor is a nonprofit corporation, duly organized and validly existing under the laws of the State of Tennessee.

(b) The execution and delivery of this Easement, and the performance of Grantor's obligations under this Easement, have been duly authorized by all requisite company action, and are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Grantor is a party, any judicial order or judgment of any nature by which Grantor is bound, or the organizational documents of Grantor.

[COUNTERPART EXECUTION PAGES FOLLOW]

CONSERVATION EASEMENT
COUNTERPART EXECUTION PAGE

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

GRANTOR:

RIPPAVILLA PLANTATION, INC.

By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)

COUNTY OF _____)

Personally appeared before me, _____, a Notary Public in and for said State and County, _____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained, and who further acknowledged that _____ is the _____ of the maker, RIPPAVILLA PLANTATION, INC., and is authorized by the maker to execute this instrument on behalf of the maker.

Witness my hand and seal, at Office in _____, Tennessee, this ____ day of _____, 2016.

Notary Public
My Commission Expires: _____

CONSERVATION EASEMENT
COUNTERPART EXECUTION PAGE

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

GRANTEE:

THE LAND TRUST FOR TENNESSEE,
INC., a Tennessee nonprofit corporation

By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)

COUNTY OF _____)

Personally appeared before me, _____, a Notary Public in and for said State and County, _____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained, and who further acknowledged that _____ is the _____ of the maker, THE LAND TRUST FOR TENNESSEE, INC., and is authorized by the maker to execute this instrument on behalf of the maker.

Witness my hand and seal, at Office in _____, Tennessee, this _____ day of _____, 2016.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE)
)
COUNTY OF _____)

The actual consideration for this transfer is **NONE**.

Affiant

Subscribed and sworn to before me on this
_____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A

PROPERTY DESCRIPTION

A tract of land located in the 3rd Civil District of Maury County, Tennessee. A portion of Parcel 11 shown on Tax Map 42 (now known as Parcel 09.00 on Tax Map 29), Tax Assessors Office of Maury County, Tennessee. Bounded on the west by Nashville Highway (US 31), on the north and south by the remaining property of Maury County Industrial Development Board, and on the east by Don Adams, Co-Trustees (1204/125), and being more particularly described as follows:

Beginning at an iron pin found at the north west corner of the property herein described, Tennessee State Plane Coordinate (North: 510,166.2, East: 1,684,596.1) ;

Thence with the southerly margin of Nashville Highway, North 40°25'58" East a distance of 323.84' to a concrete monument found;

Thence with the same, North 46°38'55" West a distance of 9.09' to an iron pin found;

Thence with the same, North 43°21'53" East a distance of 296.51' to an iron pin found;

Thence with the same, North 47°02'06" East a distance of 412.96' to an iron pin set;

Thence with the same, North 50°15'23" East a distance of 1.37' to an iron pin set;

Thence severing the original tract, South 32°23'24" East a distance of 322.36' to an iron pin set;

Thence South 41°03'46" East a distance of 157.02' to an iron pin set;

Thence South 37°21'05" East a distance of 236.67' to an iron pin set;

Thence South 41°25'34" East a distance of 659.31' to an iron pin set;

Thence North 74°39'33" East a distance of 623.86' to an iron pin set;

Thence South 86°03'29" East a distance of 867.30' to an iron pin set;

Thence South 84°36'12" East a distance of 633.49' to an iron pin found;

Thence North 79°18'56" East a distance of 108.26' to an iron pin set;

Thence North 31°48'46" East a distance of 119.28' to an iron pin set;

Thence South 61°47'47" East a distance of 146.69' to an iron pin set;

Thence North 89°55'04" East a distance of 419.46' to an iron pin set;

Thence South 04°50'12" West a distance of 1104.47' to an iron pin set;

Thence North 86°48'56" West a distance of 232.74' to an iron pin set;

Thence South 11°24'08" West a distance of 517.23' to an iron pin set;

Thence South 89°21'31" West a distance of 447.81' to an iron pin set;

Thence South 07°31'06" West a distance of 247.54' to an iron pin set;

Thence North 86°21'25" West a distance of 447.45' to an iron pin set;

Thence North 03°48'04" East a distance of 306.39' to an iron pin set;

Thence North 72°37'32" East a distance of 240.81' to an iron pin set;

Thence North 40°06'18" East a distance of 324.08' to an iron pin set;

Thence North 08°40'34" East a distance of 312.21' to an iron pin set;

Thence North 82°50'47" West a distance of 1207.69' to an iron pin set;

Thence North 87°57'47" West a distance of 1366.49' to an iron pin set;

Thence North 46°52'54" West a distance of 1327.59' to the point of beginning, having an area of 4,287,898 square feet, 98.44 acres.

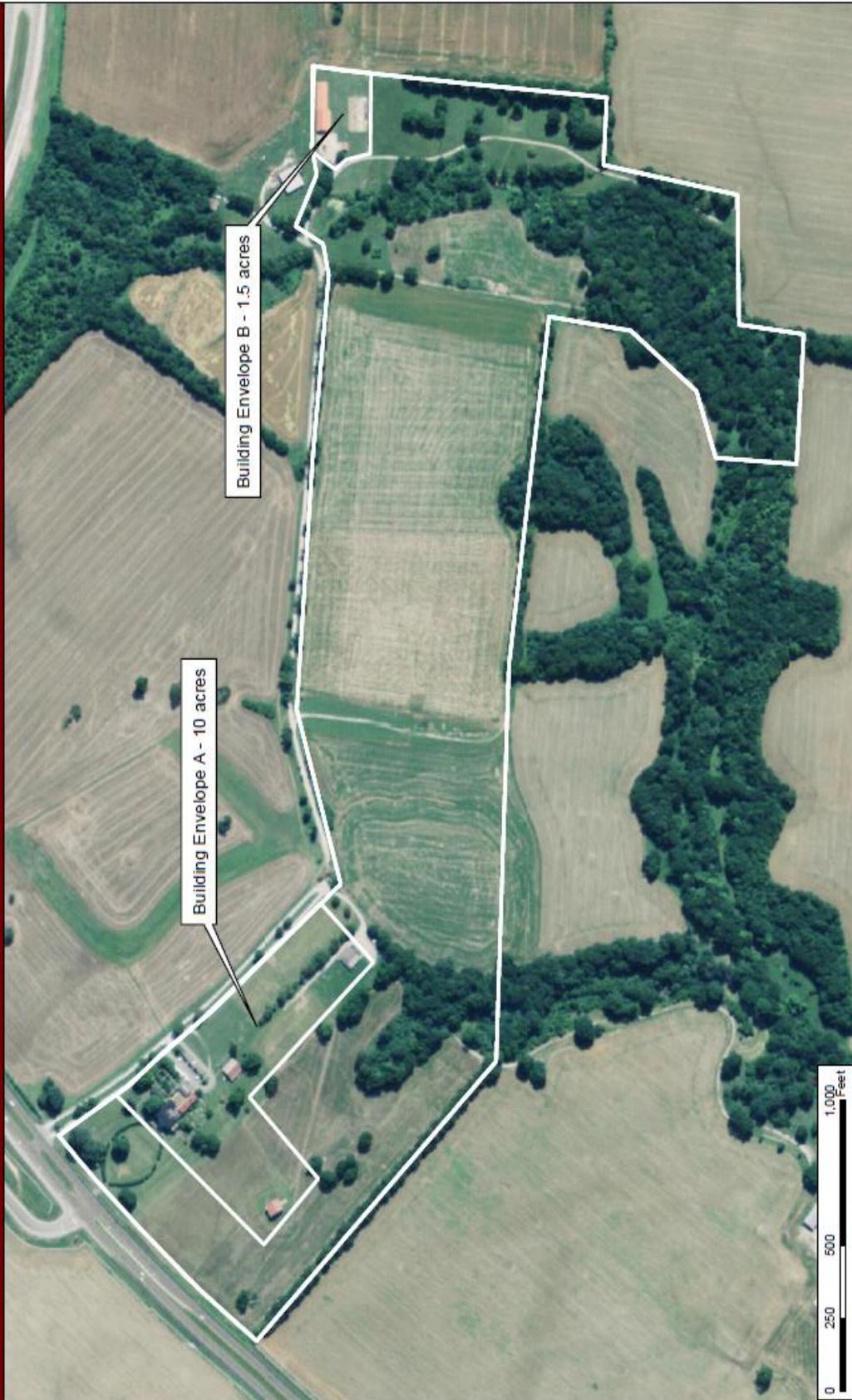
Being the same property conveyed to Rippavilla, Inc., a Tennessee non-profit corporation, by quitclaim deed from Saturn, LLC a Delaware limited liability company, f/k/a Saturn Corporation, a Delaware corporation, recorded June 18, 2009, in Book R2082, page 1487, in the Register's Office for Maury County, Tennessee, together with those rights in and to the Access Easements set out in the Quitclaim, Reconveyance and Termination of Easements from General Motors, LLC, a Delaware limited liability company of record in Book R2141, page 1034, in the Register's Office for Maury County, Tennessee.

Also conveyed herewith is the right of ingress and egress granted to Mrs. Hester Mums to use the 50-foot right-of-way adjoining the north margin of her tract of land which extends from the northwest corner of her tract to the northeast corner of her tract as set out in the Deed of record in Book 723, page 616, in the Register's Office for Maury County, Tennessee.

EXHIBIT B: BUILDING ENVELOPES



**Rippavilla Plantation
Maury County
Exhibit B: Building Envelopes**



Property boundaries are approximate. Map created by Luke Iverson, LTTN staff, 2016.

Rippavilla Plantation, Inc.
Profit & Loss
 July 2015 through June 2016

	Jul '15 - Jun 16
Ordinary Income/Expense	
Income	
3000 · Tours	34,166.68
3010 · Tours Mule Museum	1,299.15
3070 · Gift Shop	17,080.65
3071 · Gift Shop - Bread	12,099.07
3080 · Inc - Vending	1,269.00
3100 · Special Events	55,304.00
3300 · Rental	42,248.00
3400 · Donations	11,404.30
3520 · Interest Income	9.96
3600 · Other Income	6,366.75
Total Income	181,247.56
Expense	
5423 · GroupOn Fees	16.41
5422 · Square Up - Fees	93.84
5421 · Paypal Fees	203.28
5975 · Real estate taxes	1,048.00
Security Account fund transfer	550.00
5000 · Salaries	92,646.40
5030 · Board Expense	895.40
5040 · Emp Benefits	8,873.91
5050 · Payroll Tax Exp	8,421.84
5070 · Purchases for Resale	11,453.14
5072 · Purchases - Bread Co.	11,042.29
5071 · Inventory Adjustment	2,936.14
5080 · Exp - Vending	1,665.59
5100 · Special Event	19,269.15
5300 · Contract Service	856.02
5350 · Maintenance	24,608.21
5390 · Depreciation Expense	15,780.00
5400 · Accounting Fees	7,500.00
5410 · Licenses and Permits	351.75
5420 · Bank Charges	3,537.48
5430 · Credit Card Interest	180.34
5440 · Travel	806.40
5500 · Supplies	7,930.78
5600 · Insurance	22,110.95
5750 · Telephone	5,686.84
5800 · Utilities	18,048.58
5900 · Advertising	7,874.70
5905 · Website design and maintenance	215.92
5910 · Dues and Memberships	1,005.00
6000 · Laundry	99.00
6500 · Other Expenses	350.67
6900 · Over/Short	26.52
Total Expense	276,084.55
Net Ordinary Income	(94,836.99)
Other Income/Expense	
Other Income	
3410 · Donation- GM Corporation	100,000.00
3450 · Donation-TN Mus. of Early Farm	(5,000.00)
Total Other Income	95,000.00
Other Expense	
6901 · Returned checks	725.00
8500 · Interest expense - tractor	262.97
Total Other Expense	987.97
Net Other Income	94,012.03
Net Income	(824.96)

Rippavilla Plantation, Inc.
Balance Sheet
 As of June 30, 2016

	Jun 30, 16
ASSETS	
Current Assets	
Checking/Savings	
1000 · Cash in Bank - Operating	46,233.33
1015 · Cash in Bank - Security Dep.	7,169.51
1050 · Petty Cash	300.00
Total Checking/Savings	53,702.84
Other Current Assets	
1450 · Inventory	
1451 · Vending Inventory	600.00
1450 · Inventory - Other	13,069.35
Total 1450 · Inventory	13,669.35
1499 · Undeposited Funds	620.33
Total Other Current Assets	14,289.68
Total Current Assets	67,992.52
Fixed Assets	
1536 · Tractor	11,325.58
1526 · Buildings - GM	396,800.00
1525 · Land - 98.4 acres	1,603,200.00
1530 · Furniture & Fixtures	15,310.35
1535 · Lawn mower	4,458.34
1540 · Amphitheater	77,984.54
1550 · Brown Stand - Restoration Costs	8,400.00
1555 · Shutter Restoration	11,642.77
1560 · Site Improvements	20,644.71
1600 · Accumulated Depreciation	(123,599.46)
Total Fixed Assets	2,026,166.83
Other Assets	
1700 · Utility deposit	1,600.00
Total Other Assets	1,600.00
TOTAL ASSETS	2,095,759.35
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	2,818.66
Total Accounts Payable	2,818.66
Other Current Liabilities	
2650 · LOC payable - First Farmers	7,500.00
2120 · Accrued Payroll Taxes	
2110 · Federal W/H Payable Employee	813.25
2121 · FICA & Medicare Payable	1,008.43
2122 · SUTA Payable	138.67
2123 · FUTA Payable	6.68
Total 2120 · Accrued Payroll Taxes	1,967.03
2310 · Refundable Security Deposits	5,700.00
2620 · Sales Tax Payable	326.27
Total Other Current Liabilities	15,493.30
Total Current Liabilities	18,311.96
Long Term Liabilities	
2436 · Note payable - AGCO finance	2,793.86
Total Long Term Liabilities	2,793.86
Total Liabilities	21,105.82

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Accrual Basis

Rippavilla Plantation, Inc.
Balance Sheet
As of June 30, 2016

	<u>Jun 30, 16</u>
Equity	
2900 · Net Assets	2,066,707.13
Net Income	<u>7,946.40</u>
Total Equity	<u>2,074,653.53</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,095,759.35</u></u>