

STATE OF MISSOURI

COUNTY OF PIKE

I hereby certify that this instrument was filed for record on the 28 day of December, 2018
at 3 o'clock 25 minutes P. M., and is Recorded in
Book 332, Page 6180.



Sherry McCarty, Recorder of Deeds

By Sherry McCarty
Deputy

198-

A/Heritage

227-29
copies

AND AFTER RECORDING, RETURN

TO:

Heritage Preservation Trust, Inc
PO Box 550
Edgefield, SC 29824

STATE OF MISSOURI
COUNTY OF PIKE

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (herein referred to as this "Conservation Easement") is made this 27th day of December, 2018, by and between KISSINGER ACQUISITIONS, LLC, a Missouri limited liability company having an address at 1640 Powers Ferry Rd, Bldg 23, Marietta, GA, 30067 ("Grantor"), to and for the benefit of HERITAGE PRESERVATION TRUST, INC., a non-profit corporation organized under the laws of the State of South Carolina, P.O. Box 550, Edgefield, South Carolina 29824 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Pike County, Missouri, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference, **267.90 acres more or less** (the "Property"); and

WHEREAS, the Property in its present state has not been developed and possesses significant open space, forested, agricultural, watershed, wildlife, and habitat features (collectively the "Conservation Values"). In particular, said Conservation Values include:

Concise Summary of Conservation Values

1. Protection of Relatively Natural Habitat

- A. The easement will provide a habitat for a variety of federally protected bird species, ranging from birds of prey to native songbirds, including Red-tailed Hawk, Great Horned Owl, Cooper's Hawk, Eastern Screech Owl, Blue Jay, Carolina Wren, Tufted Titmouse, American Robin, American Crow, Turkey Vulture, and a variety of warbler species. These bird species are protected under the Federal Migratory Bird Treaty Act of 1918 (16 USC 703-712). The easement will provide an important roosting, hunting and breeding ground for these bird species.
- B. The Property contains Glaciated Woodland habitat. The soil, varied canopy, and open understory are indicative of this habitat type, and it is listed as a habitat type of conservation concern in the Missouri State Wildlife Action Plan.
- C. The Property contains Bottomland Forest habitat. Land within this habitat type is predominantly lowland near streams and rivers. The southwestern aspect of the Property is indicative of this habitat type. And it is listed as a habitat type of conservation concern in the Missouri State Wildlife Action Plan.
- D. The Property contains Ephemeral Wetland habitat. These wetlands are periodically wet with moist soils and are characterized by scouring, with wetland hydrology during periods of greater precipitation. This habitat is present on the Property in the form of three isolated sinkhole ponds and wetland areas near the stream toward the southwestern aspect of the Property. This habitat is listed as a habitat type of conservation concern in the Missouri State Wildlife Action Plan.
- E. The Property contains three sinkhole ponds. These wetland spaces are important to native flora and fauna that maintain permanent residence on the tract, as well as those migrating through the greenspace.
- F. The Glaciated Woodland and Bottomland Forest habitats provides ideal shelter for a variety of species, including Eastern Screech Owls, American Robins, Turkey Vultures, Common Grackle, Northern Mockingbird, Red-tailed Hawk, Eastern Cottontail Rabbits, Gray Rat Snakes, White-tailed Deer, Gray Fox, bobcat, and many more. Species such as the Eastern Screech Owl, Turkey Vulture, Common Grackle, Northern Mockingbird, Red-

tailed Hawk, and American Robin are afforded protection under the Migratory Bird Treaty Act of 1918.

Preservation of Open Space for Scenic Enjoyment of the Public or Pursuant to a Clearly Delineated Governmental Conservation Policy.

A. Scenic Enjoyment

The tract has conservation value under the Treasury Regulation 1.170A-14(d) Open Space (Scenic). The property has frontage to Pike County Highway 220 for 0.161 miles. The Property is also bisected by Missouri County Highway 79 for 0.787 miles. This stretch of Missouri County Highway 79 is part of the Great River Road National Scenic Byway. Development of the tract would result in loss of scenic enjoyment by the general public.

B. Conservation Action in Support of Governmental Conservation Policy

The Property is part of the Mississippi Flyway, one of the most heavily traveled migratory routes for native birds. For the Bald Eagle (*Haliaeetus leucocephalus*) and Little Blue Heron (*Egretta caerulea*), both listed as "S3", making them uncommon breeding species in the state of Missouri, the Property provides an important resting and hunting area along their migration route. Both species are protected by the Migratory Bird Treaty Act of 1918, and the Bald Eagle is afforded additional protection under the Bald and Golden Eagle Protection Act, and the Lacey Act.

WHEREAS, the agricultural and forestry uses of the Property shall be conducted according to a professionally prepared Land Management Plan (as defined below), and such management shall meet or exceed the then current BMP's as defined by the Missouri Department of Conservation, the Natural Resource Conservation Service, or successor agency; and

WHEREAS, the Conservation Values of the Property are documented in an inventory of relevant features of the Property, on file at the offices of Grantee and referred to as the "Baseline Documentation Report," which is incorporated herewith as **Exhibit "B"**, which consists of a collection of reports, maps, photographs, and other documentation that both parties agree provide, collectively, an accurate representation of the Property at the time of this Conservation Easement, and is intended to serve as "Documentation" within the meaning of Treas. Reg. § 1.170A-14(g)(5)(i) and as an objective information baseline for monitoring compliance with the terms of this Conservation Easement; and

WHEREAS, the preservation of the Property in the manner described above will yield a "significant public benefit" under Treasury Regulation Section 1.170A-14(d)(4)(iv) due to the likelihood that development of the property would lead to, or contribute to, the degradation of the scenic, natural, or historic character of the area; and

WHEREAS, this Easement constitutes a “qualified real property interest” as established in Section 170(h)(2)(C) of the Code; and

WHEREAS, Grantor intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values in perpetuity; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values for the benefit of this generation and the generations to come; and

WHEREAS, Grantee has received and there remains in full force and effect a determination letter from the Internal Revenue Service, dated July 11, 2017, a copy of which has been provided to Grantor, to the effect that the Grantee is a “publicly supported” organization described in Section 509(a)(2) and Section 170(b)(1)(A)(viii) of the Code, and is not a private foundation within the meaning of Section 509(a) of the Code; and

WHEREAS, Grantee is: 1) a publicly supported, nonprofit organization, created primarily for the conservation of the natural and historical resources, and is tax exempt within the meaning of Section 501(c)(3), Section 509(a)(2) and Section 170(b)(1)(A)(viii) of the Code; 2) a “qualified organization” within the meaning of Section 170(h)(3) of the Code and Treasury Regulations Section 1.170A-14(c); and

NOW, THEREFORE, Grantor, as an absolute charitable gift with no monetary consideration, but in consideration of the covenants, mutual agreements, conditions, and promises herein contained, does unconditionally and irrevocably hereby grant and convey unto Grantee, its successors and assigns, forever, a conservation easement as defined in the Missouri Private Landowner Act, MO. CODE §§ 442.014; et seq. (without intending that the existence of this Conservation Easement be dependent on the continuing existence of such laws), in perpetuity, over the Property, of the nature and character and to the extent hereinafter set forth, including the right to preserve and protect the Conservation Values of the Property. Grantee, by its execution hereof, accepts the foregoing grant of the Conservation Easement, and the recordation of this Conservation Easement, and the recordation of this Conservation Easement shall constitute a “recordation of the acceptance” by Grantee or Holder within the meaning of MO. CODE § 442-014 “Holder”. Upon the recordation hereof, Grantee or Holder shall be entitled to enforce the Conservation Easement pursuant to Missouri state laws.

Overview

The Kissinger Hill property is located in Pike County in the town of Clarksville, Missouri. The total acreage for the property being conserved by the easement is approximately 267.90 acres. The easement encompasses forested area throughout, open pastureland, maintained agricultural farmland, three small ponds, and riparian areas with accompanying wetlands to the south.

The property is predominantly undeveloped, so few anthropocentric features exist. Dirt and gravel roads are cut throughout the tract, fencing is sporadically positioned throughout the property, and a barn and silos are present toward the southern boundary.

The Kissinger Hill Conservation Easement is a dynamic system. Numerous conservation values are present in this easement and are discussed below.

ARTICLES OF AGREEMENT

1. **Purpose.** It is the Purpose of this Conservation Easement (hereafter "Purpose") to protect the Conservation Values and to ensure that the Property will be retained forever predominantly in its present open, agricultural and forested, relatively-natural, and relatively-undeveloped condition, and with its Conservation Values intact, and to prevent any use of the Property that will materially impair or interfere with the Conservation Values of the Property, as defined herein and in the Baseline Documentation Report. Grantor intends that this Conservation Easement will confine the use of the Property to such activities as are consistent with the Purpose of this Conservation Easement.

2. **Duration of Easement.** The Conservation Easement shall be perpetual. It is an easement in gross, constitutes a real property interest, runs with the land, and is enforceable by Grantee against Grantor, its personal representatives, heirs, successors, assigns, lessees, agents, and licensees.

3. **Rights of Grantee.** To accomplish the Purpose of this Conservation Easement the following rights are conveyed to Grantee by Grantor:

(a) **Generally.** To preserve and protect the Conservation Values of the Property.

(b) **Monitoring.** To enter upon the Property at reasonable times in order to monitor, document (including through the use of photographs) and defend Grantor's compliance with and otherwise enforce the terms of this Conservation Easement. Grantee's entry shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property and shall be upon prior reasonable notice to Grantor, except in emergency cases where Grantee reasonably determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Conservation Easement.

(c) **Conservation.** To prevent any activity on or use of the Property that is inconsistent with the Purpose of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to Paragraph 7 hereof.

(d) Value Used as a Match. The Grantee shall have the right to use the value of this Easement donation as match for any state, local, or Federal conservation grant.

(e) Signs. The Grantee shall have the right to place signs on the Property which identify the property as being protected by this Easement. The number and location of the signs are subject to the Grantor's approval, which will not be unreasonably withheld.

(f) Enforcement. Grantee shall have the right to enforce the terms of this conservation easement under the terms set out below.

4. Use Limitations. Any activity on, or use of, the Property which is inconsistent with the Purpose of this Conservation Easement is prohibited. The Property shall be restricted from any development or any use other than those defined in Paragraph 5 below and those improvements existing as of the date hereof as documented by the Baseline Documentation Report. It is mutually agreed and understood, however, that this Conservation Easement permits Grantor and its successors-in-interest to use the Property for all purposes, present and future, not inconsistent with the Purpose of this Conservation Easement and not expressly prohibited herein. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Generally. The change, disturbance, alteration, or impairment of the natural, aesthetic, watershed, wildlife, forest, agricultural, open space, and plant habitat features of the Property is prohibited, except as expressly provided herein.

(b) Residential or Commercial Uses. Any residential or commercial uses of, or activity on, the Property are prohibited, except as follows: (i) such activities as can be conducted in permitted structures described in Paragraph 5 below, (ii) Agriculture as defined herein, (iii) the leasing of rights retained by Grantor in Paragraph 5 below, and (iv) recreational access to and uses of the Property as described herein.

(c) Improvements. The construction or maintenance on the Property of any buildings, structures or other improvements is prohibited, except as described in Paragraph 5 and as otherwise expressly permitted herein.

(d) Minerals, Etc. There shall be no filling, excavation, dredging, mining, or drilling, no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials, and no change in the topography of the land in any manner except as is consistent with Treas. Reg. § 1.170A-14(g)(4) and as necessary for construction and maintenance on the Property of roads, bridges, and culverts permitted hereunder

(e) Garbage and Underground Storage Tanks. The dumping or other disposal of trash and garbage whatsoever on the Property is prohibited, except for biodegradable material generated on the Property. Installation of underground storage tanks is prohibited.

(f) Soil Erosion and Water Pollution. Any use or activity that causes or presents a risk of causing soil erosion or significant water pollution, including without limitation, excavation, land filling, dredging, and mining, is prohibited, except as described in Paragraph 4 and as otherwise expressly permitted herein.

(g) Signs. Display of billboards, signs, or advertisements is prohibited on or over the Property, except for the posting of no trespassing signs, signs identifying and furthering the Conservation Values of the Property and/or identifying the Grantor as owner of the Property, directional signs, informational signs advertising on-site permitted activities, or signs advertising the Property for sale or rent—provided that these signs are no larger than 25 square feet.

(h) Utilities. The construction or extension of utility systems is prohibited, except in the following situations: utilities constructed in order to carry out Agriculture on the Property allowed herein or to provide utilities for the allowed farmstead. Such utilities may include irrigation systems and associated power sources, provided that their function and location do not materially impair or interfere with the Conservation Values stated herein. Such utilities may include alternative energy sources, such as solar panels or wind generators, subject to the limitations in this Paragraph, so long as they are used for the generation of energy on the Property for permitted uses on the Property and so long as they are not in locations or in sufficient number to adversely impact or impair the Conservation Values of the Property.

(i) Roads and Trails. Roads shall be limited to those required to facilitate the uses permitted by this easement and shall be constructed with pervious materials. Grantor shall use existing roads and trails whenever possible for completing management objectives. The following activities are specifically permitted: the construction of roads and firebreaks for agriculture, forestry and recreational activities allowed herein, the construction of a recreational hiking trail for the purpose of walking, biking, hiking, horse-back riding or any similar non-motorized use as provided in paragraph 5(f) below.

(j) Antennas, Radio Towers, Etc. No commercial antennas, radio towers, or the like shall be installed on the Property. Small private communication antennas and dishes may be used for radio and television communication on the Property and may be powered by alternative power sources such as solar panels or a small wind generator, so long as they do not materially interfere with the Conservation Values stated herein.

(k) Non-Native Invasive Species. Planting of non-native invasive species identified by the Missouri Invasive Plant Task Force is prohibited. Introduction of non-native animal species is prohibited.

(l) Game Farming or Game Farm Animals. The construction, conduct, or operation a game farm, or the raising of holding of game farm animals on the Property shall not be permitted. Game farm animals include game farm animals regulated or prohibited by the Missouri Legislature or the Missouri Department of Conservation and Natural Resources and penned, enclosed, or privately-owned pheasant, chukar, quail, grouse, francolin, partridge, turkey or other gallinaceous bird which is indigenous to Missouri or which could interbreed with or spread disease to any gallinaceous bird indigenous to Missouri.

(m) Game Proof Fences. Except as otherwise provided herein, game proof high fences shall be prohibited.

5. Reserved Rights. Subject to the restrictions, limitations, and prohibitions set forth herein, Grantor reserves to themselves, and their personal representatives, beneficiaries, heirs, successors, and assigns, all rights accruing from ownership of the Property, the exercise of which such rights would be neither expressly prohibited by the terms of this Conservation Easement nor inconsistent with the Purpose of this Conservation Easement, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the Purpose of this Conservation Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

(a) Public Health and Safety, Erosion. Grantor reserves the right to take action reasonably necessary to prevent erosion on the Property or to protect public health or safety.

(b) Agriculture and Forestry. Grantor reserves the following rights to manage the property for forestry and agriculture as described and defined in this subsection:

(i) Compliance with Laws & Best Management Practices. Agriculture and/or forestry shall be carried out in accordance with all applicable local, state, and federal laws and regulations. Furthermore, agriculture and/or forestry shall be carried out in accordance with the then-current, scientifically-based practices, including best management practices, generally recommended by the University of Missouri Extension, Missouri Department of Conservation the United States Natural Resource Conservation Service, the then-active predecessors or equivalent of the same. Planting of non-native invasive species identified by the Missouri Invasive Plant Task Force is prohibited. Introduction of non-native animal species is prohibited.

(ii) Land Management Plan. Agriculture and Forestry shall be carried out in accordance with a written Land Management Plan that specifically addresses and is consistent with the terms of this Conservation Easement and the Goals set forth below and takes into consideration the topography and soils of the Property.

The Plan shall be prepared by a registered forester, wildlife biologist, agronomist, ecologist, or a similar natural resource professional within 2 years of execution of this Conservation Easement. The Land Management Plan shall be updated by a natural resource professional at least every 10 years. The Plan and all updates shall be developed in consultation with the Grantee.

(iii) Goals. Agriculture and/or forestry shall be performed in a manner that will not materially impair or interfere with the Conservation Values of the Property, as hereinafter specified, and in accordance with the following goals: sustainability of soil, air and water quality; maintenance of soil productivity; protection of Riparian Buffers; sustainability and improvement of forest health; and conservation of native plant and animal species.

(iv) Agriculture. Except as restricted or prohibited herein, Grantor reserves the right to use areas non-impactful of conservation values for Agriculture. Proper notice shall be provided pursuant to Paragraph 6 prior to any conversion to agriculture from present use.

(A) Permitted Agriculture. "Agriculture" will be sustainable—meaning resource-conserving and environmentally sound and will be limited to those areas currently or historically used for agriculture. "Agriculture" includes, but is not limited to, the following: small-scale breeding, raising, training, care, and sale of domestic farm animals such as livestock, horses, poultry, and waterfowl; hay production; and small-scale raising, cultivation, and harvesting of farm crops, garden plants, and trees—including fruit tree and nut tree orchards. Such Agriculture shall not materially impair or interfere with the Conservation Values of the Property. In particular, domestic farm animals allowed herein will be managed to prevent significant soil erosion or water pollution, and will not be kept in sufficient number to materially impair or interfere with the Conservation Values.

(B) Prohibited Agriculture. Activities prohibited include, but are not limited to, sod farming, slaughtering house, game fencing, game farming, and zoos. Planting of non-native invasive species identified by the Missouri Invasive Plant Task Force is prohibited. Introduction of non-native animal species is prohibited. The production of domestic farm animals shall not be conducted as industrial or factory-type agricultural operations such as chicken houses, pig lots, feed lots, slaughter houses, or commercial aquaculture or by the continuous confinement of domestic farm animals or fish in tightly confined environments for the purpose of raising,

feeding, and fattening for market,. “Animal Feeding Operations” (AFO’s) as that term is used by the U.S. Environmental Protection Agency including “Concentrated Animal Feeding Operation” of any size, are expressly prohibited. For reference, see 40 C.F.R. § 122.23 (2003).

(v) Forestry. Except as restricted or prohibited herein, Grantor reserves the right to use areas for Forestry. Forestry will be limited in scope as defined by Paragraph 5(B) and will focus on the Forests health to provide optimal habitat.

(A) Permitted Forestry. Subject to the limitations set forth in Paragraph 5(B) below, "Forestry," as that term is used herein, includes the following: the planting, growing, harvesting, gathering, and storing of forest products; the growing of forest trees, commercial and pre-commercial treatments related to the production or management of forest products, including thinning activities, prescribed fire, and the lawful use of herbicides; and generally-accepted forest management activities to support the planting, growing, harvesting, and storing of forest products.

(B) Prohibited Forestry. Forestry shall be carried out in accordance with the Land Management Plan. Any forestry activities not in compliance with the laws, Best Management Practices, or Goals as defined in Paragraph 5(b)(iii), are prohibited and shall not be considered “Forestry” as such term is used herein. In addition, Forestry as defined above, is limited to non-commercial stewardship activities within the Forests including the cutting, burning, or removing of the following: (i) nuisance exotic/invasive or non-native species and plants, (ii) vegetation specified with Grantee's prior written consent, and (iii) damage caused by storms, insects and other animals, acts of God, disease, fire, unauthorized acts of third-parties and other causes beyond the reasonable control of Grantor. After removing any dead, infested/infected, or otherwise damaged trees or vegetation from the Hardwood Forests, Grantor may replant and restore the Harwood Forests using native species. Grantor shall provide Grantee with notice of said stewardship activities within the Hardwood Forests, pursuant to Paragraph 6 below.

(vi) Wildlife Food Plots. The Agriculture and/or Forestry rights reserved by Grantor include the right to maintain and cultivate existing wildlife food plots on the Property at the time of the execution of this Conservation Easement.

(c) Recreational and Educational Activities. Grantor reserves the right of themselves and their family members, guests, general public and invitees to engage in outdoor recreational and educational activities that will not materially and adversely affect the Conservation Values. The Property will not be used as a commercial all terrain vehicle (ATV) facility. ATVs and or UTV's will be permitted provided that they are not operated in a manner so as to cause significant erosion, or soil loss, or compromise the ecological integrity of the Property.

(d) Education and Promotion. Grantor reserves the right to conduct workshops, seminars, tours, educational research, and related programs and activities on the Property for the purpose of promoting the scientific, ecological, environmental, wildlife, scenic, aesthetic, or similar Conservation Values of the Property in accordance with the Purpose of this Conservation Easement. In addition grantor reserves the right to establish a period of public access in conjunction with the Missouri Department of Natural Resources for the purpose of youth hunting. Grantee reserves the right to annually conduct one public workshop, seminar, tour, educational research, and related programs and activities on the Property for the purpose of promoting the scientific, ecological, environmental, wildlife, scenic, aesthetic, or similar Conservation Values of the Property in accordance with the Purpose of this Conservation Easement. If Grantee elects to conduct an event as stated above, Grantor and Grantee will mutually agree on a date and activity to be conducted.

(e) Maintenance. Grantor reserves the right to conduct maintenance on the Property pursuant to conditions, as follows:

(f) Roads and Trails. Grantor reserves the right to repair and maintain, using primarily-permeable materials, the permeable-surfaced roads and trails now existing on the Property in accordance with the conditions outlined in Paragraph 4(i) above. Grantor reserves the right to use roads and trails for all activities permitted under this Conservation Easement. Grantor reserves the right to reasonably maintain the existing road(s)/trail(s) existing at the time of this Conservation Easement. Additionally, Grantor reserves the right to construct a recreational hiking trail for the purpose of walking, biking, hiking, horse-back riding or any similar non-motorized use. Prior to the construction of any permanent or semi-permanent road or recreational hiking trail, Grantor must (i) submit proper notice of intent to construct a permanent or semi-permanent road or recreational hiking trail pursuant to Paragraph 6 as well as (ii) obtain written approval by Grantee stating the proposed construction of said recreational hiking trail will not materially interfere with the Conservation Values set forth herein. Additionally, Grantor reserves the right to construct one (1) access road built to serve the Farmstead as permitted under paragraph 5(e)(ii), provided proper notice is submitted pursuant to Paragraph 6 and provided that such access roads do not cause an adverse impact to or impairment of the Conservation Values. Any access road permitted under this section, except for the road to the primitive recreational structures. This paragraph shall not be interpreted to permit any extraction or removal of surface materials inconsistent with § 170(h)(5) of the Code and the applicable Treasury Regulations.

(g) Borrow Pit. The right to have borrow pits not to exceed a total of 1 acre, to provide required fill material for use, such as repairing roads, solely and exclusively on the Property. This right is limited to the extent required under Section 170(h)(5)(B) of the Code for the interest conveyed by this Easement to qualify as a qualified conservation contribution.

(h) Water Resources. All new water resources development shall be constructed so as not to impair the Conservation Values of the Property, the intent and Purpose of this easement and in accordance with applicable federal, state and local laws. Grantor shall have the right to develop and maintain those water resources and wetlands on the Property necessary to wildlife, private recreation, farming, and other agricultural uses permitted by this Easement, so long as such development and maintenance does not impair any of the water resources or wetlands. Permitted activities shall include, but are not limited to, the right to develop, restore and enhance water resources and wetlands for fisheries and wildlife improvement; and the right to undertake bank stabilization measures and stream and watercourse restoration. Grantor shall further have the right to repair, replace or maintain existing and/or historic wetland impoundments, levees, and water control structures, and the right to construct new impoundments, ponds, levees, and water control structures. Proper notice shall be provided pursuant to Paragraph 6 prior to any construction of new impoundments, ponds, levees, or water control structures.

(i) Control of Invasive Species. Without prior written notice to the Grantee, Grantor may undertake measures to control, limit, or eradicate invasive species from the Property provided that all such cuttings and vegetation management shall be conducted in a manner that minimizes damage to the Property, and so long as these activities preserve the Conservation Values. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

(j) Agrichemicals and Biological Controls. Grantor shall have the right to use agrichemicals and biological controls, including but not limited to insects, fertilizers, biocides, herbicides and rodenticides, but only in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable agricultural, residential, and control of invasive species, activities permitted by the terms of this Easement and applied in accordance with the label instructions. Notwithstanding the foregoing sentence, no use of agrichemicals will be made if such use would result in (i) contamination of any source of water, (ii) any significant impairment of any natural ecosystem or process on the Property.

(k) Hunting Stands and Platforms. Without prior written permission from or notice to the Grantee, Grantor may establish and maintain hunting stands and platforms provided that such accessories are erected and maintained in a manner that minimizes damage to the Property, and so long as these activities preserve the Conservation Values as wildlife habitat, and aquatic ecosystems.

(l) Environmental Credits and Government Programs. Grantor shall have the right to participate in any conservation directed agricultural contracts, programs, or leases now or hereafter offered by any private entity or governmental entity, for any commercial or non-commercial purpose (including but not limited to the Farm Bill Conservation Programs, the Partners for Wildlife Program, carbon sequestration, wetland mitigation, greenhouse gas credits, endangered species credits, water quality credits, and ground water credits), so long as such program has no adverse impact on the Purpose of the Easement or the Conservation Values of the Property, including but not limited to programs of the United States Department of Agriculture, the United States Department of Interior, the State of Missouri, or any branch thereof. Grantor reserves the right to enter into the Conservation Reserve Program, Wetlands Reserve Program, or any other state or federal program existing now, or created in the future for any activity or use permitted in this Easement. Notice shall be provided to Grantee pursuant to paragraph 6 below prior to execution of any agreements.

(m) Leases. Grantor reserves the right to lease the Property for any use permitted to Grantor under this Conservation Easement, provided that such lease is consistent with and subject to the terms of this Conservation Easement, and notice is provided to Grantee pursuant to Paragraph 6 below.

(n) Game Proof Fences. Except as otherwise provided herein, game proof high fences shall be prohibited. Grantor shall have the right to erect and maintain fences to keep game out, such as a fenced dove field, fenced garden area, etc., it being the intent of this provision to only prohibit fencing erected which materially interferes with the natural movement of wildlife through and across the Property.

(o) Grantor's Fee Ownership Rights. Except as limited in this Conservation Easement, Grantor reserves all rights as fee owner of the Property, including, without limitation, the right to use the Property for all purposes not inconsistent herewith.

(p) Use Inconsistent with Purpose. The Property will be retained in perpetuity for conservation purposes and to prevent any use of the Property which will impair materially or interfere with the Conservation Values of the Property, its open space, wildlife habitat, natural resources or associated ecosystems.

6. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford

Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the Purpose of this Conservation Easement. Notice is required in the following situations:

- (i) Whenever Grantor exercised the following reserved rights set forth in Paragraph 5: conversion of land to agriculture from land use identified in the Baseline Documentation Report, commercial timber harvest, construction of any structures, permanent or semi-permanent roads or a recreational hiking trail, entering into leases, mineral extraction, construction of new impoundments, ponds or water control structures, or participation in ecological programs;
- (ii) Whenever Grantor seeks to undertake an action that may have an adverse impact on the Conservation Values set forth herein;
- (iii) Prior to commencement of any proceeding of or before any governmental agency which may result in a license, permit, or order for any demolition, alteration or construction on the Property;
- (iv) If Grantor receives notice of a condemnation action; or
- (v) Prior to any sale or other transfer of the Property, or portion or division thereof.
- (vi) Any such notice is required in Treasury Regulation Section 1.170A-14(g)(5)(ii).

Whenever notice is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose of this Conservation Easement.

7. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within forty-five (45) days of receipt of Grantor's written request. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the Purpose of this Conservation Easement. The failure by Grantee to provide an answer within 45 days will be an affirmative denial of the Grantor's request.

8. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purpose of this Conservation Easement, to restore the portion of the Property so injured to its condition at the time Grantor conveyed this Conservation Easement to Grantee. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period or fails to continue

diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, then Grantee may pursue its remedies under this section after its good faith efforts to provide emergency notice to Grantor and without waiting for the period provided for cure to expire. Grantee may seek to enjoin the violation by temporary or permanent injunction and to recover any damages to which it may be entitled upon violation of the terms of this Conservation Easement or injury to any Conservation Values herein protected, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

9. Mediation. Grantor and Grantee agree that mediation is a cost-effective and preferred method of dispute resolution in many circumstances. If a dispute arises between the parties concerning any proposed use or activity on the Property, Grantor agrees not to proceed with the use or activity pending resolution of the dispute, and the parties shall first consider resolution through mediation. If resolution through mediation is agreed upon, both Grantor and Grantee will select the mediator. If Grantor and Grantee cannot agree on a mediator, their proposed mediators will appoint a third mediator who will mediate the dispute. Mediation is not required if Grantee determines there has been a breach by Grantor of the terms of this Conservation Easement or Grantee determines that immediate action is required to prevent or mitigate significant damage to the Conservation Values. Nevertheless, mediation pursuant to this Paragraph shall be voluntary, and this Paragraph shall not be interpreted as precluding or limiting the parties from seeking legal or equitable remedies through means other than mediation. In particular, Grantee need not seek mediation if Grantee determines that the Conservation Values of the Property have been impaired or interfered with.

10. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement shall be borne by Grantor, provided that Grantee prevails in any action to enforce the terms of this Conservation Easement. If Grantor prevails in any action to enforce the terms of this Conservation Easement, each party shall bear its own costs of suit, including, without limitation, reasonable attorneys' fees. Grantor shall not be responsible for costs of a frivolous

action, or action brought in bad faith by the Grantee, as determined by a court of competent jurisdiction.

11. Grantee's Forbearance. Any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

12. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

13. Acts Beyond Grantor's Control. Grantor is responsible for the acts and omissions of persons acting on its behalf, at its discretion, or with its permission, and Grantee shall have the right to enforce against Grantor for events or circumstances of non-compliance with this Conservation Easement resulting from such acts or omissions. However, as to the acts or omissions of third parties other than the aforesaid persons, Grantee shall not have a right to enforce against Grantor unless Grantor is complicit in said acts or omissions, fails to cooperate with Grantee in all respects to halt or abate the event or circumstance of non-compliance resulting from such acts or omissions, or fails to report such acts or omissions to Grantee promptly upon learning of them. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property caused by wildfire, flood, storm, and earth movement, or other natural disaster, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Nothing herein shall be construed to preclude Grantor's and Grantee's rights to recover damages from any third party for trespass, vandalism, or other violation of their respective rights in this Conservation Easement and the Property. To that end, Grantee shall have the right, but not the obligation, to pursue all legal and equitable remedies provided by this Conservation Easement against any third party responsible for an event or circumstance of non-compliance with this Conservation Easement and Grantor shall, at Grantee's option, assign Grantor's right of action against such third party to Grantee, join Grantee in any suit or action against such third party, or appoint Grantee as Grantor's attorney-in-fact for the purpose of pursuing an enforcement suit or action against such third party.

14. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

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

request. Grantee shall have no liability for the payment of Taxes, if any, levied upon or assessed against this Conservation Easement. Grantee is authorized, but in no event obligated, to make or advance any payment of taxes, upon ten (10) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and, until paid by Grantor, the obligation created by such payment shall bear interest at the lesser of five percentage points over the prime rate of interest from time to time charged by the largest banking institution in Missouri or the maximum rate allowed by law.

16. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively the "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence or willful misconduct of any of the Indemnified Parties; and (2) the existence or administration of this Conservation Easement, unless due to the negligence or willful misconduct of any of the Indemnified Parties. Since Grantor plans to allow the general public to utilize the Property, it will maintain general liability insurance on the Property with reasonable policy amounts to insure risks associated with public use and shall list Grantee as an additional insured on said policy.

17. Extinguishment or Termination. It is the unequivocal intention of Grantor and Grantee that the Purpose of this Conservation Easement be carried out in perpetuity. If circumstances arise in the future such as render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, under applicable Missouri and Federal laws. The amount of the proceeds to which Grantee shall be entitled shall be determined in accordance with the Proceeds paragraph below, unless state law provides otherwise. Any and all prior claims shall first be satisfied by Grantor's portion of the proceeds before Grantee's portion is diminished in any way. Grantee shall use all such proceeds in a manner consistent with the Purpose of this Conservation Easement including but not limited to the costs to monitor, enforce and preserve any portions of the Property that remain subject to this Easement, or, if no remaining portion of the Property is subject to this Easement, to monitor and enforce other easements held by Grantee that are comparable to this Easement and to conserve properties subject to such other easements in a manner consistent with Grantee's conservation purposes under this Easement. Grantor and Grantee agree that changed economic conditions shall not be considered as circumstances justifying the termination or extinguishment of this Conservation Easement.

18. Condemnation. If this Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, Grantee shall be entitled to that portion of the proceeds from the Property's subsequent sale, exchange, or involuntary conversion in accordance with the Proceeds paragraph below, unless state law provides otherwise, and Grantor and Grantee agree to join in all necessary and appropriate actions to recover the full value of such condemnation, including all incidental damages.

19. Proceeds. This Conservation Easement constitutes a real property interest, immediately vested in Grantee at the time Grantor conveys this Conservation Easement to Grantee. As required under Treas. Reg. § 1.170A-14(g)(6)(ii), the parties stipulate that the donation of the perpetual conservation restriction gives rise to a property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that the perpetual conservation restriction at the time of the gift, bears to the value of the Property as a whole at that time. For the purposes of this Paragraph, that proportionate value of the Grantor's property right shall remain constant.

20. Assignment. Grantee shall not transfer this Conservation Easement, whether or not for consideration, unless Grantor, as a condition of the transfer, requires that the Purpose of this Conservation Easement continue to be carried out. Moreover, any such transfer shall be restricted to organizations qualifying, at the time of such transfer, as a "qualified organization" within the meaning of Section 170(h)(3) of the Code and the Treasury Regulations thereunder. Prior to any such transfer, Grantee ceases to be a qualified holder of this Conservation Easement, as defined by Missouri Private Landowner Act, MO. CODE §§ 442.014; *et seq.* (2) ("Holder"), this Conservation Easement may be transferred in accordance with this Paragraph. This conservation Easement is transferrable exclusively by Grantee, subject to Grantor's reasonable approval authority over proposed transferee, but said approval shall require its successors, assigns and/or transferees to enter into a specific written agreement to be bound by this Conservation Easement, which written agreement shall state that the Purpose of this Conservation Easement is intended to advance shall continue to be carried out by such transferee. A copy of such agreement shall be sent to Grantor or the heirs, executors, administrators, personal representatives, successors, or assigns of Grantor.

21. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divest itself of any interest in all or a portion of the Property, including without limitation a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least forty-five (45) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

22. Estoppel Certificates. Upon request by Grantee, Grantor shall within twenty (20) days execute and deliver any document, including an estoppel certificate, which certifies

compliance with any obligation contained in this Conservation Easement and otherwise evidences the status of this Conservation Easement.

23. Notices. Any notice, demand, request, consent, approval, or communication that either party desires, or is required, to give to the other hereunder shall be in writing and either served personally or sent by nationally-recognized, overnight, courier service or U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follows, or to such other address(es) as may be specified by any such party to the other hereunder by written notice delivered in accordance with this Paragraph:

To Grantor: Kissinger Acquisitions, LLC
1640 Powers Ferry Rd, Bldg 23
Marietta, GA, 30067

To Grantee: Heritage Preservation Trust, Inc
Attn: George Thornton
P.O. Box 550
Edgefield, South Carolina 29824

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given or received on the date of delivery if personally served or if delivered by nationally-recognized, overnight, courier service, or on the date indicated on the return receipt if sent by U.S. registered or certified mail as described above. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice given on the date of mailing.

24. Recordation. Grantor and Grantee agree that this Conservation Easement shall be promptly recorded in the official records of Pike County, Missouri. Grantee also retains the right to re-record this Conservation Easement, and any amendments hereto, at any time as may be required to preserve its rights in this Conservation Easement.

25. Section 2031(c) Federal Estate Tax Exclusion. Grantor and Grantee agree that the rights and activities reserved and permitted hereunder relating to recreational activities are consistent with the Conservation Purpose outlined in § 170(h) of the Code. Grantor believes that such rights and activities do not constitute more than a "de minimis" use of the Property for "commercial recreational activities" as those terms are used in § 2031(c) of the Code. This finding notwithstanding, and in the event a contesting party questions this finding, and solely for the purpose of qualifying the Conservation Easement for the estate tax exclusion and any expansion thereof under § 2031(c) of the Code, or its successor provisions, Grantor (including Grantor's estate, successors, and assigns) may elect in writing in recordable form to release and terminate otherwise reserved and permitted "commercial recreational activities" either inter vivos or,

alternatively, post mortem, in accordance with § 2031(c), and to the extent permitted by said § 2031(c), if necessary to qualify for the Conservation Easement estate tax exclusion under § 2031(c). Any such election to be recorded in the public records of Pike County, Missouri.

26. Development Rights. Grantor and Grantee agree that all development rights, except those associated with permitted structures or improvements as referenced in Paragraph 5 above, that are now or hereafter allocated to, implied, reserved, or inherent in the Property are terminated and extinguished, and shall not be used on or transferred to any other property not within the Property or used for the purpose of calculating permissible lot yield of the Property or any other property.

27. No Extinguishment Through Merger. No deed, transfer, or assignment of any fee title interest in the Property to the Grantee or any successor holder of this Easement shall be effective if it will result in merger of this Easement with the fee title interest in the Property. If any deed, transfer, or assignment of any interest in the Property shall be determined to cause extinguishment of the conservation easement through merger, it shall be deemed void *ab initio*. The provisions of this paragraph are intended to prevent such merger. The provisions of this paragraph shall apply and shall be construed to apply, to the Grantee as holder, and to any successor organization.

28. General Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Missouri.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the Purpose of this Conservation Easement and the policy and purpose of, MO. CODE §§ 442.014, et seq and Section 170(h) of the Code. Grantor and Grantee acknowledge that each party has reviewed and revised this instrument and agree that the rule of construction providing that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this instrument. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. In the event any provision of this Easement is determined by the appropriate court to be void and unenforceable, all remaining terms will remain valid and binding.

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

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

(f) Joint Obligation. The obligations imposed by this Conservation Easement upon Grantor shall be joint and several.

(g) Successors and Assigns: Covenants, Etc. Run With Land. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns, and shall continue as an easement and servitude running with the Property in perpetuity and enforceable against Grantor and all present and future owners, tenants, and other holders of any interest in the Property. The benefits herein conferred upon Grantee shall be in gross and assignable by Grantee, but only in accordance with the Assignment provision of this Conservation Easement. The terms "Grantor" and "Grantee," when used herein, shall be deemed to refer to Grantor or Grantee, as the case may be, and its personal representatives, heirs, executors, administrators, successors, and assigns.

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

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

(j) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(k) Grantor's Representations and Warranties. Grantor hereby represents and warrants that Grantor is seized of the Property in fee simple, and that any and all financial liens or financial encumbrances existing as of the date of this Conservation Easement if any have been subordinated; and that Grantee and its successors and assigns shall have the use and enjoyment of all the benefits derived from and arising out of this Conservation Easement.

(l) Environmental Representations. Grantor covenants and represents that, to the best of its knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are no underground storage tanks located on the Property. If, at any time, there occurs, or has occurred, a

release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor shall take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefore. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability to Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and any corresponding state statute.

(m) Baseline Documentation Report, Exhibit "B". In order to establish a present condition of the Conservation Values so as to be able to properly monitor future uses of the Property, assure compliance with the terms hereof, and to provide "Documentation" within the meaning of Treas. Reg. § 1.170A-14(g)(5)(i), Grantee has prepared or caused to be prepared the Baseline Documentation Report dated August 2018. Grantee acknowledges, by its acceptance of this Conservation Easement, that Grantor's historical and current uses of the Property as documented in the Baseline Documentation Report are compatible with the Purpose of this Conservation Easement and that the condition of the Property as of the date of this Conservation Easement is accurately depicted therein. Grantor and Grantee acknowledge and agree that, in the event that a controversy arises with respect to the nature and extent of Grantor's historical and present use or the physical condition of the Property subject to this Conservation Easement, the parties may look beyond the Baseline Documentation Report, if necessary, to other relevant or material documents, surveys, reports, and other evidence showing conditions at the time of execution of this Conservation Easement to assist in the resolution of the controversy. Any characterization of the terms of this Conservation Easement contained in the Baseline Documentation Report shall not be interpreted so as to alter, amend, or otherwise modify this Conservation Easement. In any conflict or inconsistency between the terms of this Conservation Easement and the Baseline Documentation Report, the terms of this Conservation Easement shall prevail.

29. List of Attached Exhibits.

Exhibit A:

A legal description of the Property & Boundary
Survey

[The entire legal description of the Property can be
found on file at Grantee's office]

Exhibit B:

Baseline Documentation Report

**[The entire Baseline Documentation Report can be
found on file at Grantee's office]**

[Remainder of this page left intentionally blank]

TO HAVE AND TO HOLD this Conservation Easement unto Grantee and its successors and assigns, together with all and singular the rights, members, and appurtenances thereof to the same being, belonging or in anywise appertaining, to the only proper use and benefit of Grantee forever. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall not only be binding upon Grantor but also their personal representatives, heirs, executors, administrators, successors and assigns, and shall continue as an easement and servitude running in perpetuity with the Property.

[Remainder of page left blank intentionally]


IN WITNESS WHEREOF, the Grantor and the Grantee have executed this document the day and year written below.

Entered into this 27th day of December, 2018.

GRANTOR:

Kissinger Acquisitions, LLC
A Missouri limited liability company

By: Kissinger Management, LLC,
A Georgia limited liability company
Its Manager

By: 
Duane V. Miller,
Its Manager

STATE OF Colorado
COUNTY OF Douglas

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Duane Miller whose name as Manager of KISSINGER ACQUISITIONS, LLC, a Missouri limited liability company, is signed to the foregoing Instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Instrument he, as such manager, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 27 day of December, 2018.


NOTARY PUBLIC

(SEAL)

My Commission Expires: 01/18/2021

BRANDON ROSEDALE
Notary Public - State of Colorado
Notary ID 20134002750
My Commission Expires Jan 18, 2021

My Commission Expires Jan 18, 2021
Notary ID 5013400250
Notary Public - State of Colorado
BRADON ROSEDALE

GRANTEE:

HERITAGE PRESERVATION TRUST, INC.

A nonprofit South Carolina corporation

By: _____

Name: Doug Saunders

Its: C.O.O.

Date: 12/27/18

STATE OF South Carolina

COUNTY OF Edgefield

I, , the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Doug Saunders, whose name as Co-Founder of Heritage Preservation Trust, Inc., a nonprofit South Carolina corporation, is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

(Notary Seal)

Notary Public: Michelle W. Carter
South Carolina

Date: 12/27/2018

My Commission Expires: 5/21/2023

SCHEDULE OF EXHIBITS

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY
EXHIBIT B: BASELINE DOCUMENTATION REPORT

CONFIDENTIAL - SECURITY INFORMATION

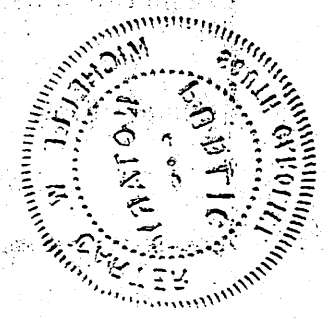
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 05/12/00 BY 6032

EXCERPT FROM THE REPORT OF THE
COMMISSIONER OF THE FEDERAL BUREAU OF INVESTIGATION
DATE 05/12/00 BY 6032

THE FOLLOWING INFORMATION WAS OBTAINED FROM THE
REPORT OF THE COMMISSIONER OF THE FEDERAL BUREAU OF INVESTIGATION

DATE 05/12/00 BY 6032

THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 05/12/00 BY 6032
EXCERPT FROM THE REPORT OF THE
COMMISSIONER OF THE FEDERAL BUREAU OF INVESTIGATION
DATE 05/12/00 BY 6032



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DATE 05/12/00 BY 6032

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CONFIDENTIAL - SECURITY INFORMATION

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DATE 05/12/00 BY 6032

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Legal Description of the Easement

A tract of land lying in U.S. Survey #1709, Township 53 North, Range 1 East, Pike County, Missouri and being more fully described as follows to-wit:

Commencing at the Southeast Corner of Lot 5 of U.S. Survey #1755; thence South 62 degrees, 30 minutes and 35 seconds West along the South line of said U.S. Survey #1755 a distance of 2438.40 feet to a found iron pipe on the East right-of-way of Missouri Route #79; thence South 40 degrees, 03 minutes and 29 seconds East leaving said common U.S. Survey line and along said right-of-way of 63.41 feet to a 5/8" iron pin marking the **True Point of Beginning**; thence North 62 degrees, 30 minutes and 35 seconds East leaving said right-of-way and parallel with the North line of U.S. Survey #1709 a distance of 755.34 feet to a 5/8" iron pin; thence South 70 degrees, 01 minute and 16 seconds East 2230.63 feet to a 5/8" iron pin; thence North 22 degrees, 27 minutes and 13 seconds East 188.68 feet to a 5/8" iron pin on the West right-of-way of the Chicago, Burlington & Quincy Railroad Company; thence Southerly along said right-of-way and along a 5.500 degree curve to the right having a central angle of 39 degrees, 15 minutes and 35 seconds, an arc length of 713.78 feet and a chord of South 42 degrees, 19 minutes and 08 seconds East 699.90 feet to a 5/8" iron pin; thence South 22 degrees, 15 minutes and 26 seconds East along said right-of-way 150.00 feet to a 5/8" iron pin; thence Southerly along said right-of-way and along a 1.834 degree curve to the right having a central angle of 09 degrees, 56 minutes and 34 seconds, an arc length of 542.02 feet and a chord of South 16 degrees, 26 minutes and 26 seconds East 541.34 feet to a 5/8" iron pin; thence South 63 degrees, 00 minutes and 14 seconds West leaving said right-of-way 1810.40 feet to a 5/8" iron pin on the East right-of-way of Missouri Route #79; thence North 40 degrees, 03 minutes and 29 seconds West along said right-of-way 2462.42 feet to a 5/8" iron pin; thence North 51 degrees, 22 minutes and 05 seconds West along said right-of-way 101.98 feet to a 5/8" iron pin; thence North 40 degrees, 03 minutes and 29 seconds West along said right-of-way 376.38 feet to the Point of Beginning, containing 106.9 Acres, more or less, with the above described being subject to easements and rights-of-way of record or not of record, if any. As per survey #2018-005256-1 of Doug Walker, Missouri Professional Land Surveyor #2014000200 during May of 2018.

Together with:

A tract of land lying in U.S. Survey #1709, Township 52 North, Range 1 East & Township 53 North, Range 1 East, Pike County, Missouri and being more fully described as follows to-wit:

Commencing at a found 5/8" iron pin marking the intersection of the West right-of-way of Missouri Route #79 & the South line of U.S. Survey #1755; thence South 40 degrees, 03 minutes and 29 seconds East along the East right-of-way of said Missouri Route #79 a distance of 745.36 feet to a 5/8" iron pin; thence South 57 degrees, 37 minutes and 45 seconds West along said right-of-way 10.09 feet to a 5/8" iron pin marking the **True Point of Beginning**; thence South 40 degrees, 03 minutes and 29 seconds East along said right-of-way 2237.44 feet to a 5/8" iron pin; thence South 63 degrees, 00 minutes and 14 seconds West leaving said right-of-way 799.40 feet to a 5/8" iron pin; thence South 66 degrees, 33 minutes and 14 seconds West 577.50 feet to a 5/8" iron pin; thence North 70 degrees, 33 minutes and 41 seconds West 577.93 feet to a 5/8" iron pin; thence South 88 degrees, 56 minutes and 19 seconds West 1282.74 feet to a 5/8" iron pin; thence South 40 degrees, 37 minutes and 43 seconds East 564.96 feet to a 5/8" iron pin; thence South 68 degrees, 43 minutes

and 58 seconds East 359.70 feet to a 5/8" iron pin; thence South 32 degrees, 04 minutes and 24 seconds East 301.62 feet to a 5/8" iron pin; thence South 62 degrees, 04 minutes and 09 seconds West 427.02 feet to a 5/8" iron pin; thence North 80 degrees, 31 minutes and 35 seconds West 1313.71 feet to a found concrete corner post; thence North 79 degrees, 41 minutes and 02 seconds West 710.16 feet to the centerline of Pike County Route #220, from which a 5/8" iron pin bears South 79 degrees, 41 minutes and 02 seconds East 36.00 feet; thence North 06 degrees, 53 minutes and 42 seconds East along said centerline 748.47 feet; thence North 20 degrees 04 minutes and 22 seconds West along said centerline 155.98 feet to a point from which a 5/8" iron pin bears North 58 degrees, 10 minutes and 19 seconds East 25.00 feet; thence North 58 degrees, 10 minutes and 19 seconds East leaving said centerline 2217.41 feet to a 5/8" iron pin; thence South 31 degrees, 49 minutes and 41 seconds East 19.38 feet to a 5/8" iron pin; thence North 57 degrees, 37 minutes and 45 seconds East 1429.87 feet to the Point of Beginning, containing 161.0 Acres, more or less, with the above described being subject to easements and rights-of-way of record or not of record, if any. As per survey #2018-005256-1 of Doug Walker, Missouri Professional Land Surveyor #2014000200 during May of 2018.

EXHIBIT "B"
BASELINE DOCUMENTATION REPORT