

## CONSERVATION EASEMENT

**THIS CONSERVATION EASEMENT** is made effective this 20<sup>th</sup> day of December, 2007, by and between TP Land Company, LLC, an Alabama limited liability company ("Owner"), with an address of 2000 Morris Avenue, Suite 1200, Birmingham, Alabama 35203, and Southeast Regional Land Conservancy, Inc. ("SRLC"), a North Carolina non-profit corporation, with its principal business address at 6111 Peachtree-Dunwoody Road, Building E, Suite 102, Atlanta, Georgia 30328.

### RECITALS

A. Owner is the owner in fee simple of all of that certain real property situated in Shelby County, Alabama consisting of approximately 125.454 acres as set forth and described in that certain Legal Description attached hereto and incorporated herein as Exhibit A (the "Property").

B. Owner intends that all of the Property less and except only those one (1) acre square areas described on Exhibit A hereto and designated as "Out Parcel 1," "Out Parcel 2," "Out Parcel 3," and "Out Parcel 4" be conserved, maintained and preserved as conservation area (the "Conservation Area"). A true and accurate depiction of the location of the Property and the Conservation Area is set forth on the boundary survey map attached hereto and incorporated herein as Exhibit B.

C. SRLC is a tax exempt public charity under Sections 501(c)(3) and 509(a)(2) of the Internal Revenue Code, is authorized by the laws of the State of North Carolina to accept, hold, and administer conservation easements, possesses the authority to accept and is willing to accept this Conservation Easement under the terms and conditions hereinafter described, and is a "qualified organization" and an "eligible donee" within the meaning of Section 170(h)(3) of the Internal Revenue Code and regulations promulgated thereunder.

D. Owner recognizes the natural, scenic, aesthetic, educational, recreational and special character of the Conservation Area, and has the purpose of the conservation and protection in perpetuity of the Conservation Area as "a relatively natural habitat of fish, wildlife or plants or similar ecosystem" and "the preservation of open space, including farmland and forestland, where such preservation is for the scenic enjoyment of the general public or pursuant to a clearly delineated Federal, State or local governmental conservation policy and will yield a significant public benefit" as those phrases are used in Public Law 96-541, 26 U.S.C. 170(h)(4)(A)(ii) and (iii), as amended and in regulations promulgated thereunder, by placing voluntary restrictions upon the use of the Conservation Area and by providing for the transfer from Owner to SRLC of affirmative rights for the protection of the Conservation Area.

E. The Conservation Area possesses natural, scenic, open space, recreational, and educational values (collectively, "Conservation Values") of great importance to Owner, SRLC, and the general public. The Conservation Area includes: forests of mature mixed hardwoods; diverse plant habitats; a wildlife habitat for small mammal species; small song birds and neotropical migratory birds, and a variety of species of amphibians and reptiles. The Conservation Area is in close proximity to a rapidly expanding metropolitan area, and is subject to increasing development pressure. The Conservation Area rises sharply in elevation to a



ridgeline providing a prominent view of the surrounding area, and is highly visible from the surrounding area below.

F. The ecological and scenic significance of the Conservation Area and the Conservation Values have been established in the reports, plans, accompanying photographs, documentation, and exhibits, including the baseline documentation prepared by SRLC (collectively called the "Baseline Documentation").

G. Owner intends that the Conservation Values of the Conservation Area be maintained and preserved, and Owner further intends, as owner of the Conservation Area, to convey to SRLC the right to preserve and protect the Conservation Values of the Conservation Area in perpetuity.

H. Owner and SRLC intend this document to be a "conservation easement" as defined in §35-18-1(1) of the Alabama Code.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, terms, conditions, restrictions, and promises contained in this Conservation Easement, and intending to be legally bound hereby, Owner hereby voluntarily, unconditionally and absolutely grants and conveys unto SRLC, its successors and assigns, the easements, covenants, prohibitions and restrictions set forth in this Conservation Easement, in perpetuity, to protect the Conservation Values and to benefit the people of Alabama. SRLC hereby accepts the grant of such easements and agrees to hold such easements exclusively for the protection of the Conservation Values and to enforce the terms of the restrictive covenants set forth in this Conservation Easement.

#### **ARTICLE I: GRANT OF EASEMENT**

Owner hereby voluntarily, unconditionally and absolutely grants and conveys unto SRLC, its successors and assigns, a perpetual easement in gross over the Conservation Area for the purpose of preserving and protecting the Conservation Values and enforcing the restrictive covenants set forth below, in order to maintain permanently the open space values of the property and the dominant woodland, scenic, open and natural character of the Conservation Area, including land resources, and animal and plant communities, and to prevent any use of the Conservation Area that will significantly impair or interfere with the Conservation Values or interest of the Conservation Area.

#### **ARTICLE II: RETAINED RIGHTS AND PROHIBITED AND RESTRICTED ACTIVITIES**

Any activity on or use of the Conservation Area inconsistent with the purposes of this Conservation Easement is prohibited. The Conservation Area shall be maintained in its natural, scenic, and open condition and be restricted from any development that would significantly impair or interfere with the Conservation Values of the Conservation Area.

All rights reserved by Owner are considered to be consistent with the conservation purposes of this Conservation Easement and, except as specifically stated otherwise herein, require no prior notification to or approval by SRLC. Notwithstanding the foregoing, Owner and SRLC have no right to agree to any activity that would result in the termination of this Conservation Easement.



In addition to the foregoing, the following specific activities are prohibited, restricted, or reserved as the case may be.

A. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural, scenic and aesthetic features of the Conservation Area is prohibited, except in furtherance of the conservation purposes of this Conservation Easement as specifically set forth herein, or as otherwise permitted herein.

B. Industrial and Agricultural Use; and Residential Use. Industrial and large-scale commercial agricultural activities are prohibited on the Conservation Area. Agricultural activities related to personal use, ecological restoration, habitat enhancement, pasture improvement, and the harvesting of hay are permitted. The Conservation Area shall not be used for a residence.

C. New Construction. No building, facility, or structure of any kind shall be built, erected, installed, placed, affixed or assembled within or upon the Conservation Area; provided, however, Owner shall retain the following rights with respect to construction within the Conservation Area:

(1) Owner may construct and maintain wooden platforms, decks, trails and walkways for interpretive trails for nature education, and underground utilities to serve the aforesaid facilities.

(2) Owner may construct pavilions or other buildings for the purpose of facilitating outdoor recreation activities and underground utilities to serve the aforesaid facilities; provided said structures shall not exceed an aggregate of 2,000 square feet of covered area and the following requirements and conditions are satisfied: (a) such facilities may only be constructed and used to serve the uses and improvements permitted under the terms of this Conservation Easement; (b) all such construction and maintenance is conducted in a manner designed to produce no material adverse effect on any of the Conservation Values; (c) such facilities are designed and located so as to avoid tree removal; and (d) SRLC approves the proposed facility in accordance with Article II, Section M based on the foregoing requirements before any construction or earth disturbance commences. SRLC's approvals of any of proposed facilities shall be for SRLC's purposes only as the holder of this Conservation Easement and may not be relied upon by Owner or any other person or entity.

D. Additional Trails. Owner may construct and maintain additional walking trails on the Conservation Area of natural, permeable surfaces; provided, however, such additional trails shall be no more than six (6) feet in width, and shall not exceed two (2) miles in length in the aggregate.

E. Wildlife; Plants. There shall be no introduction of plant or animal species within the Conservation Area except those native to the area in which the Conservation Area is located. No hunting shall be permitted on the Conservation Area.

F. Signage. Display of billboards, signs or advertisements is prohibited on or over the Conservation Area, except the posting of no trespassing signs, primitive directional signs, and interpretive trail signs identifying the Conservation Values of the Conservation Area and/or identifying the Owner as owner of the Conservation Area.

G. Topography. Except as otherwise provided herein, there shall be no filling, excavating, dredging, mining or drilling, no removal of topsoil, sand, gravel, rock, minerals or



other materials, nor any dumping or changing of the topography of the land in the Conservation Area in any manner, except as reasonably necessary to maintain the improvements allowed under this Conservation Easement, and for the purpose of combating erosion or flooding.

H. Dumping. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, or machinery, or other materials on the Conservation Area is prohibited, except where soil, ashes, or other materials are used for gardening, landscaping, or to level parts of the terrain for other uses permitted hereunder.

I. Trees; Vegetation. There shall be no timber harvesting on the Conservation Area except as permitted herein. Owner reserves the right to cut timber or vegetation, or remove or destroy trees or vegetation within the Conservation Area under the following conditions and for the following purposes: (i) to clear and restore vegetative cover that has been damaged or disturbed by forces of nature or otherwise; (ii) to selectively prune for landscape enhancement or the promotion of general horticultural health; (iii) to selectively thin or harvest trees, but only if done in accordance with good forest management practices, the purpose of which is to preserve existing forested areas; (iv) to thin and remove invasive plants and early successional species using good meadow or forest management practices; and (v) to remove dead wood, dead or dying trees, and hazardous trees.

J. Roads. This Conservation Easement shall be subject to all existing roads and right of ways as of the date hereof. There shall be no construction of new roads or any other new right of ways on the Conservation Area. Owner reserves the right to maintain in passable condition, re-grade, relocate, improve, pave, or widen the roads, trails or walkways existing within the Conservation Area at the date of this Conservation Easement. Included within this right of maintenance, without limitation, are the right to: (i) prune dead or hazardous vegetation affecting any such road, trail or walkway; (ii) install or apply materials necessary to correct or impede erosion; (iii) grade earth to maintain a passable condition or to control or impede erosion; (iv) replace existing culverts, water control structures and bridges; and (v) maintain roadside ditches.

K. Subdivision. Subdivision, partitioning or dividing the Conservation Area is prohibited; provided, however, upon the prior written approval of SRLC pursuant to Article II, Section M below, Owner shall be permitted to subdivide the Conservation Area into a total of four (4) parcels with a maximum of one (1) subdivision of Parcel A and one (1) subdivision of Parcel B, those parcels being described on Exhibit A hereto.

L. Quiet Enjoyment. Owner reserves to itself, its agents, representatives, successors and assigns, all rights accruing from its ownership of the Conservation Area, including the right to engage in or permit or invite others to engage in all uses of the Conservation Area that are not expressly prohibited or restricted herein and are not inconsistent with purposes of this Conservation Easement. Without limiting the generality of the foregoing, Owner expressly reserves the right of access to the Conservation Area and the right of quiet enjoyment of the Conservation Area.

M. Notification of Exercise of Certain Reserved Rights.

(1) Owner must notify SRLC in writing at least sixty (60) days before Owner begins, or allows, any exercise of the following reserved rights (the "Prior Notice Reserved Rights") on the Conservation Area: (i) the building of any new construction on the Conservation



Area with a cost in excess of Ten Thousand and no/100 (\$10,000.00) Dollars pursuant to Article II, Section C, (ii) the construction of any buildings pursuant to Article II, Section C(2); (iii) the relocation of any roads pursuant to Article II, Section J; (iv) any subdivision of the Conservation Area pursuant to Article II, Section K; and (v) the exercise of any reserved rights where the foreseeable result of such exercise would be the impairment of the Conservation Values or the violation of the conservation purposes of this Conservation Easement.

(2) SRLC must be satisfied, as evidenced by its prior written approval of the Owner's proposed exercise of a Prior Notice Reserved Right, that any use or activity done in the exercise of the Prior Notice Reserved Right will have no material adverse effect on the Conservation Values or on the significant environmental features of the Conservation Area described in the Baseline Documentation.

(3) SRLC's prior written approval of the exercise of Prior Notice Reserved Rights described in this Article II, Section M shall be obtained, conditionally obtained or declined according to the procedure provided in this Section. Upon request of SRLC, Owner shall provide SRLC with plans depicting in such detail, as SRLC reasonably requests, the use or activity, and location thereof, which Owner intends to undertake. SRLC may request additional information or details not provided by Owner regarding Owner's proposed exercise of Prior Notice Reserved Rights as SRLC reasonably believes necessary to determine compliance with this Article. SRLC shall have sixty (60) days from receipt of the notice or, if later, any additional information regarding the proposed use or activity requested by SRLC, in which to make one of the following determinations:

(a) Approve the Owner's proposed exercise of a Prior Notice Reserved Right in accordance with the materials submitted by the Owner. Approval on such terms shall constitute a covenant by Owner to exercise the Prior Notice Reserved Right solely in accordance with the notice and other information submitted to SRLC, which covenant shall be enforceable by SRLC as fully as if set forth in this Conservation Easement;

(b) Approve the Owner's proposed exercise of a Prior Notice Reserved Right in accordance with the materials submitted by the Owner but subject, however, to such qualifications and conditions as SRLC may impose in its notice of approval. Approval on such terms shall constitute a covenant by Owner to exercise the Prior Notice Reserved Right, if at all, only in accordance with the notice and other information submitted to SRLC, as modified or supplemented by the qualifications and conditions that SRLC imposed, which covenant shall be enforceable by SRLC as fully as if set forth in this Conservation Easement; or

(c) Decline to grant approval of Owner's proposed exercise of a Prior Notice Reserved Right on the basis of the notice and other materials submitted, in which case SRLC shall set forth in writing the grounds for such decline in detail and will cooperate in good faith with Owner in developing acceptable modifications or alternatives.

(4) SRLC may condition consideration of a proposal for exercise of Prior Notice Reserved Rights upon the deposit of a sum of money with SRLC to secure payment of SRLC's reasonable costs of review. The time period for SRLC's consideration of the Owner's request shall not run until such deposit is made. Owner shall be responsible, as a condition of the right to exercise the Prior Notice Reserved Rights, for payment of SRLC's reasonable costs and expenses, including legal and consultant fees, associated with review of the Owner's request for approval.



N. Limitations on Reserved Rights.

No assurance is given that any of the above reserved rights (including the Prior Notice Reserved Rights) may be exercised, in such manner as Owner might propose, without adversely affecting the Conservation Values or other significant ecological values of the Conservation Area. The foregoing procedure is established for the purpose of making that determination. The Prior Notice Reserved Rights may not be exercised unless and until SRLC is satisfied that the exercise of the Prior Notice Reserved Right for which approval is sought, and in the manner proposed by the Owner, can be done without an adverse effect on the Conservation Values or other significant ecological values of the Conservation Area. Owner hereby waives, for Owner, and Owner's heirs, successors, legal representatives, and assigns, to the fullest extent allowed by law, any and all right to seek or recover damages from SRLC in any litigation or other legal action arising from a dispute over SRLC's exercise of its rights, obligations or interpretations under this Article II and agrees that the sole remedy or legal right to seek redress arising from any decision of the SRLC pursuant to this Article II shall be to seek a declaratory judgment or other legal declaration by a court of competent jurisdiction as to the rights of Owner hereunder.

**ARTICLE III: ENFORCEMENT AND REMEDIES**

A. Upon any breach of the terms of this Conservation Easement by Owner, which continues thirty (30) days after written notice provided by SRLC to Owner, SRLC may enforce the conservation restrictions and prohibitions by appropriate legal proceedings, including but not limited to the exercise of the right to require that the Conservation Area be restored promptly to the condition required by this Conservation Easement. The foregoing shall not limit any of the rights or remedies available to SRLC as specifically set forth in any law or in this Conservation Easement.

B. No failure on the part of SRLC to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of SRLC to enforce the same in the event of subsequent breach or default.

C. Nothing contained in this Conservation Easement shall be construed to entitle SRLC to bring any action against Owner for any injury or change in the Conservation Area resulting from causes beyond the Owner's control, including, without limitation, fire, flood, storm, and earth movement, third parties, or from any prudent action taken in good faith by the Owner under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Conservation Area resulting from such causes.

D. This Conservation Easement may only be enforced by the parties hereto, and their respective successors and assigns, and no third party beneficiary rights, including but not limited to third party rights of enforcement, are created hereby. SRLC's remedies described in this Article shall be cumulative and concurrent and shall be in addition to all remedies now or hereafter available or existing at law or in equity.

E. Without limitation of any other rights of SRLC in this Conservation Easement, SRLC's right of enforcement of this Conservation Easement shall include the right to seek specific performance by Owner of the restoration of the Conservation Area to its original condition as established in the Baseline Documentation or to its condition prior to any activity



that violates this Conservation Area or as otherwise may be necessary to remedy any violation of any easement, covenant, prohibition or restriction in this Conservation Easement, as SRLC may elect.

F. In the event that SRLC acts, after notice to Owner, to enforce this Conservation Easement or any obligation hereunder, all reasonable expenses incurred by SRLC shall be charged to and paid by the Owner, including reasonable attorneys' fees regardless of whether an action or proceeding is commenced. All such expenses, together with costs of collection (including reasonable attorneys' fees) if the Owner is determined by a court to have violated this Conservation Easement, shall be recoverable by SRLC and be liens upon the Conservation Area, and collection thereof may be enforced by foreclosure and sale of the Conservation Area. Notwithstanding anything to the contrary, this Conservation Easement shall not merge with any interest in the Conservation Area upon such sale, and title shall be transferred subject hereto in accordance with the laws of the State of Alabama.

G. In the event that the Owner (or anyone acting by, through, under or on behalf of Owner) commences litigation against SRLC to enforce any rights hereunder or to dispute any actions or inaction of SRLC, to enforce any alleged duty or obligation of SRLC hereunder, or to seek damages or specific performance against SRLC, Owner shall reimburse SRLC on demand for all costs and expenses, including attorneys fees, reasonably incurred by SRLC in its defense in such litigation, unless SRLC is finally determined by a court of competent jurisdiction, beyond right of appeal, to have acted in an arbitrary or capricious manner and contrary to the terms of this Conservation Easement.

#### **ARTICLE IV: PUBLIC ACCESS**

Owner agrees to allow visual access from points outside the Conservation Area to the general public. Owner may, at Owner's sole discretion and from time to time, grant physical access to groups, organizations, and individuals studying the Conservation Values of the Conservation Area or enjoying its recreational values. Nothing herein shall require Owner to allow physical access to the general public.

#### **ARTICLE V: COVENANTS OF OWNER**

A. Baseline Documentation. Owner has received and fully reviewed the Baseline Documentation in its entirety. Owner acknowledges that the Baseline Documentation is an accurate representation of the condition of the Conservation Area and accurately establishes the uses, structures, Conservation Values and condition of the Conservation Area as of the date hereof.

B. Title. Owner covenants and represents that Owner is the sole owner and is seized of the Conservation Area in fee simple and has good right to grant and convey the aforesaid Conservation Easement; that the Conservation Area is free and clear of any and all encumbrances; and that SRLC shall have the use of and enjoy all of the benefits derived from and arising out of the aforesaid Conservation Easement.



## ARTICLE VI: MISCELLANEOUS

A. Subsequent Transfers. Nothing in this Conservation Easement shall limit the right of Owner, its successors or assigns to grant or convey the Conservation Area, provided that any such grant or conveyance shall be under and subject to this Conservation Easement. Owner shall notify SRLC in writing of any sale, transfer, lease or other disposition of the Conservation Area or any part thereof (whether by operation of law or otherwise) at least 30 days after such disposition, and such notice shall include a copy of the deed, lease, or other declaration of transfer, the date of transfer, and the name or names and addresses for notices of the transferee. Owner and its successors, representatives, administrators, and assigns, further agree to make specific reference to this Conservation Easement in a separate paragraph of any subsequent lease, deed or other legal instrument by which any interest in the Conservation Area is conveyed.

B. Conservation Purpose.

(1) Owner, for itself, its agents, successors, representatives, and assigns, agrees that this Conservation Easement shall be held exclusively for conservation purposes, as defined in Section 170(h)(4)(A) of the Internal Revenue Code.

(2) This Conservation Easement gives rise to a real property right and interest immediately vested in SRLC. For purposes of this Conservation Easement, the fair market value of SRLC's right and interest shall be equal to the difference between (a) the fair market value of the Conservation Area as if not burdened by this Conservation Easement and (b) the fair market value of the Conservation Area burdened by this Conservation Easement. In the event of a change in conditions which makes impossible or impractical any continued protection of the Conservation Area for conservation purposes, the restrictions contained herein may only be extinguished by judicial proceeding. Upon such proceeding, SRLC, upon a subsequent sale, exchange or involuntary conversion of the Conservation Area, shall be entitled to a portion of the proceeds equal to the fair market value of the Conservation Easement as provided above. The SRLC shall use its share of the proceeds in a manner consistent with the conservation purposes set forth in the Recitals herein.

(3) Whenever all or part of the Conservation Area is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, Owner and SRLC shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided in accordance with the proportionate value of SRLC's and Owner's interests as specified above; all expenses including attorneys fees incurred by Owner and SRLC in this action shall be paid out of the recovered proceeds to the extent not paid by the condemning authority.

(4) Owner and SRLC agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Conservation Area.

(5) The parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable to an assignee designated by SRLC, provided, however that SRLC hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified organization and an eligible donee as those terms are defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder,



which is organized or operated primarily for one of the conservation purposes specified in Section 170 (h)(4)(A) of the Internal Revenue Code, and SRLC further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which the contribution was originally intended to advance, set forth in Article I herein.

C. Access. SRLC, its employees and agents and its successors and assigns, have the right, with ten (10) days prior written notice to Owner, to enter the Conservation Area at reasonable times, but no more frequently than once per year (unless SRLC has reasonable belief that a violation of this easement has occurred) to inspect the Conservation Area to determine whether the Owner, its agents, representatives, successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement.

D. Construction of Terms. This Conservation Easement shall be construed to promote the purposes of Chapter 18, Title 35 of the Alabama Code, which authorizes the creation of conservation easements for purposes including those set forth in the recitals herein, and the conservation purposes of this Conservation Easement, including such purposes as are defined in Section 170(h)(4)(A) of the Internal Revenue Code. The parties recognize the Conservation Values and have the common purpose of preserving these values. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to protect the Conservation Values and effect the policies and purposes of SRLC. If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with its conservation purposes that would render the provision valid should be favored over any interpretation that would render it invalid. If any provision of this Conservation Easement is determined by final judgment of a court having competent jurisdiction to be invalid, such determination shall not have the effect of rendering the remaining provisions of this Conservation Easement invalid. The parties intend that this Conservation Easement, which is by nature and character primarily prohibitive (in that the Owner has restricted and limited the rights inherent in ownership of the Conservation Area), shall be construed at all times and by all parties to effectuate the conservation purposes of this Conservation Easement.

E. Amendment. Owner and SRLC recognize that circumstances could arise which would justify the modification of certain of the restrictions contained in this Conservation Easement. To this end, SRLC and the legal owner or owners of the Conservation Area at the time of amendment shall mutually have the right, in their sole discretion, to agree to amendments to this Conservation Easement which are not inconsistent with the Conservation Values; provided, however, that SRLC shall have no right or power to agree to any amendments hereto that would result in this Conservation Easement failing to qualify as a valid conservation agreement under Chapter 18, Title 35 of the Alabama Code, as the same may be hereafter amended, or as a qualified conservation contribution under Section 170(h) of the Internal Revenue Code and applicable regulations.

F. Successors and Assigns. This Conservation Easement and all of the covenants, indemnifications, releases, easements and restrictions set forth in this Conservation Easement shall run with the land and be binding upon Owner and Owner's successors and assigns, unless otherwise expressly provided in this Conservation Easement. The term "Owner" used in this Conservation Easement shall mean and include the above-named Owner and any of Owner's successors or assigns that are the legal owners of the Conservation Area or any part thereof. The term "SRLC" used in this Conservation Easement shall mean and include the above-named



organization and its successors and assigns, it being understood and agreed that any assignee of the rights of SRLC hereunder must be a "qualified organization" as defined in Section 170 (h) of the Code, as amended, and shall carry out the obligations of SRLC and the intent of this Conservation Easement.

G. Limitation of Liability. Owner shall be and remain liable for any breach or violation of this Conservation Easement only if such breach or violation occurs during such time as Owner is the legal or equitable owner of the Conservation Area or any part thereof, or is in possession of the Conservation Area or any part thereof.

H. Indemnification. Owner covenants and agrees to indemnify, defend, reimburse, and hold harmless SRLC, its directors, officers and employees from, for and against any loss, cost (including but not limited to reasonable attorneys' fees and witness and court fees and costs from any lawsuit or governmental administrative or law enforcement action which is commenced or threatened against SRLC or any of its directors, officers or employees or to which any of the foregoing are made a party or called as a witness), liability, penalty, fine, and damage, of any kind or nature whatsoever, which SRLC or any of its directors, officers or employees may suffer or incur and which arises from any of the following: the violation or alleged violation of any law in, upon or involving the Conservation Area; any breach of Owner's covenants and restrictions contained in this Conservation Easement; any tax or assessment upon the Conservation Area; any death or injury to any person occurring on or about the Conservation Area; any lien or attempts to enforce a lien asserted against the Conservation Area; the costs of performing any work on the Conservation Area; any loss or damage to any property on or about the Conservation Area; any dispute regarding the interpretation or enforcement of this Conservation Easement; or any lawsuit (even if initiated by Owner or SRLC) or governmental administrative or law enforcement action which is commenced or threatened against SRLC or any of its directors, officers or employees or to which any of the foregoing are made a party or called as a witness. Notwithstanding the foregoing, Owner shall have no obligation to indemnify, defend or reimburse SRLC or hold SRLC harmless SRLC against loss, cost, liability, claim, penalty, fine or damage which results solely from SRLC's own acts which are finally determined by a court to have been the result of bad faith, gross negligence or willful misconduct of SRLC. Without limitation of anything herein to the contrary, Owner shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operations, upkeep, and maintenance of the Conservation Area, including the general liability insurance coverage and obligation to comply with applicable law.

I. Control. Nothing in this Conservation Easement shall be construed as giving rise to any right or ability of SRLC to exercise physical or managerial control over day-to-day operations of the Conservation Area, or any of the Owner's activities on the Conservation Area, or otherwise to become an operator with respect to the Conservation Area within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

J. Taxes. Owner shall continue to pay all taxes, levies and assessments and other governmental or municipal charges which may become a lien on the Conservation Area, including any taxes or levies imposed to make those payments.

K. Tax Deduction. SRLC makes no warranty, representation or other assurance regarding the availability, amount or effect of any deduction, credit or other benefit to Owner or



any other person or entity under United States or any state, local or other tax law to be derived from the donation of this Conservation Easement or other transaction associated with the donation of this Conservation Easement. Neither this Conservation Easement or this donation is conditioned upon the availability or amount of any such deduction, credit or other benefit. SRLC makes no warranty, representation or other assurance regarding the value of this Conservation Easement or of the Conservation Area. As to all of the foregoing, Owner is relying upon Owner's own legal counsel, accountant, financial advisor, appraiser or other consultant and not upon SRLC or any legal counsel, accountant, financial advisor, appraiser or other consultant of SRLC. In the event of any audit or other inquiry of a governmental authority into the effect of this donation upon the taxation or financial affairs affecting Owner or Owner's successors or assigns or other similar matter, Owner shall reimburse and indemnify SRLC for any cost or expense of any kind or nature whatsoever incurred by SRLC in responding or replying thereto.

L. Recording. This instrument shall be recorded in timely fashion in the official records of Shelby County, Alabama, and SRLC may re-record it at any time as may be required to preserve its rights under this Conservation Easement.

M. Notices. Any notices shall be sent by registered or certified mail, return receipt requested, to the parties at their addresses shown herein above or to other address(es) as either party establishes in writing upon notification to the other.

N. Mortgages; Deeds of SRLC. All mortgages, deeds of trust and other liens or encumbrances upon all or any part of the Conservation Area that either come into existence or are recorded in the place for the recording of such liens or encumbrances after the date of this Conservation Easement will be subject to and subordinate to this Conservation Easement.

O. Compliance with Laws. Notwithstanding provisions hereof to the contrary, if any, Owner shall be solely responsible for complying with all federal, state and local laws and regulations in connection with the conduct of any use of the Conservation Area or the erection of any structure permitted hereunder, and Owner shall be solely responsible for obtaining any required permits, approvals and consents from the relevant governmental authorities in connection therewith.

P. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

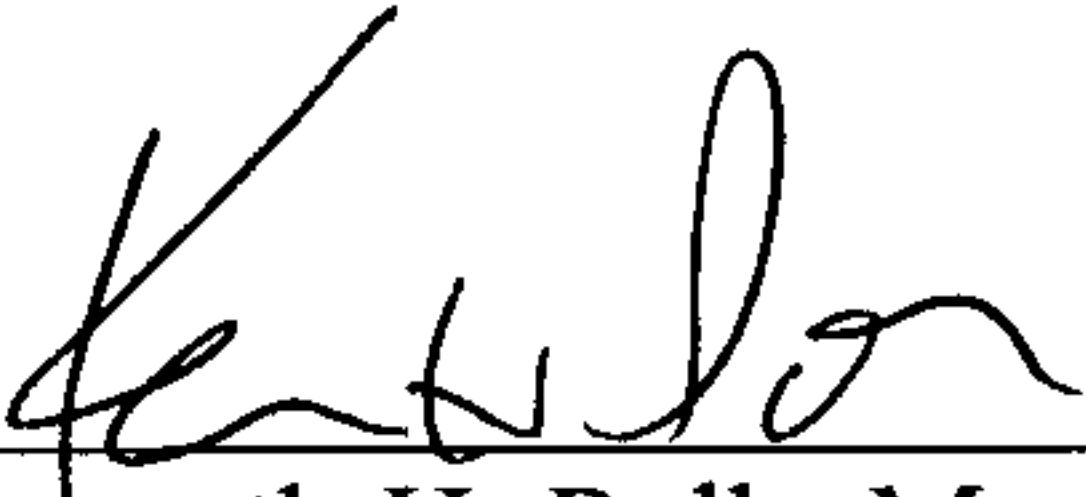


TO HAVE AND TO HOLD unto the Southeast Regional Land Conservancy, Inc., its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Owner, its representatives, agents, successors and assigns, and shall continue as a servitude running in perpetuity with the Conservation Area.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and caused these presents to be executed in their respective names by authority duly given, and their corporate seal affixed, the day and year above written.

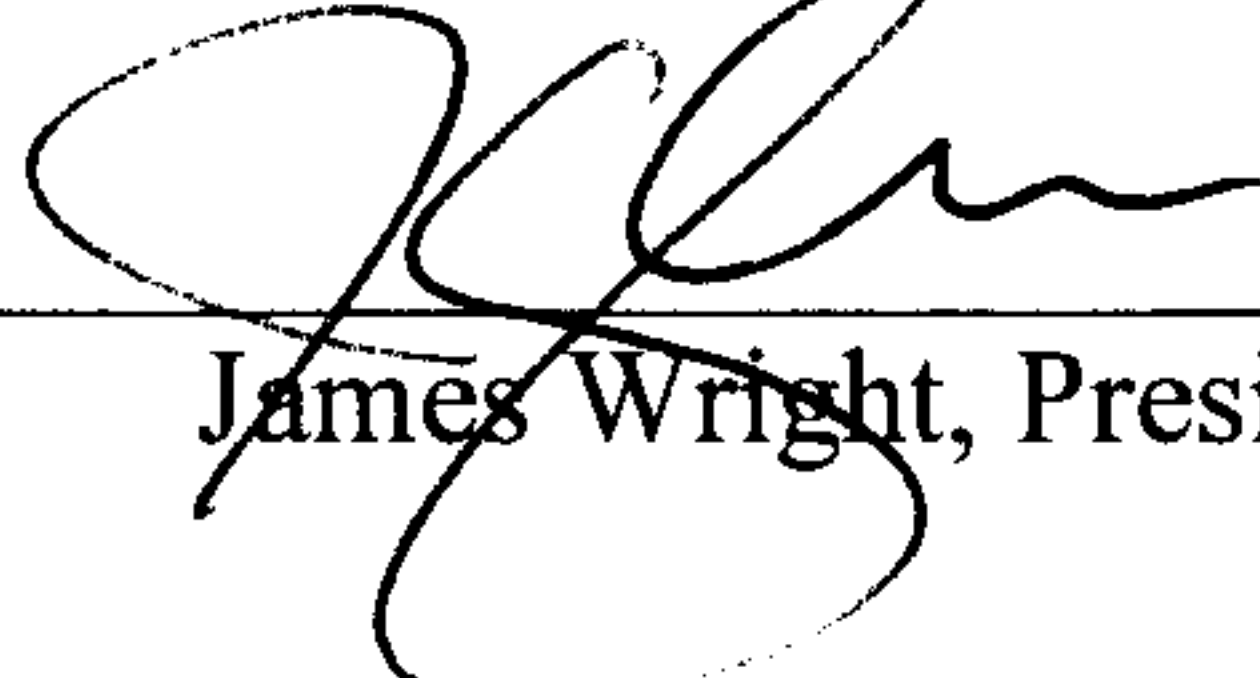
**OWNER:**

TP LAND COMPANY, LLC

By:   
Kenneth H. Polk, Manager

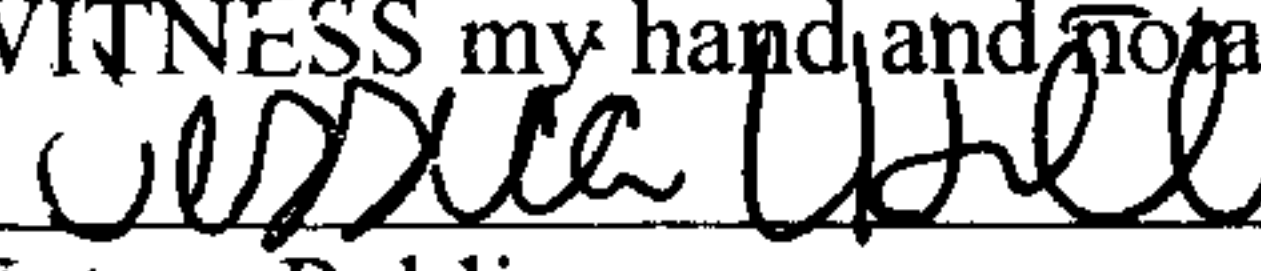
**SRLC:**

SOUTHEAST REGIONAL LAND  
CONSERVANCY, INC.

By:   
James Wright, President

STATE OF ALABAMA)  
COUNTY OF Jefferson

I, Jessica L Hill, a Notary Public in and for said County and State do hereby certify that Kenneth H. Polk personally appeared before me this day and duly acknowledged that (i) he is the Manager of TP Land Company, LLC, an Alabama limited liability company, and (ii) that by authority duly given and as the act of TP Land Company, LLC, the foregoing instrument was signed.


WITNESS my hand and notarial seal, this 20 day of December, 2007.  
  
Notary Public  
My commission expires: 8-15-2010

STATE OF Georgia  
COUNTY OF Gwinnett

Shelby County, AL 12/28/2007  
State of Alabama

Deed Tax: \$81.50

I, Teresa J. Whatley, a Notary Public in and for said County and State do hereby certify that James Wright personally appeared before me this day and duly acknowledged that he is the President of Southeast Regional Land Conservancy, Inc., a North Carolina corporation, and that by authority duly given and as the act of Southeast Regional Land Conservancy, Inc., the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal, this 18 day of December, 2007.  
  
Notary Public  
My commission expires: Teresa J. Whatley  
Notary Public  
Gwinnett, GA  
Commission Expires 05/13/2010



**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**(Saunders Bridge Property)**

**PARCEL A**

Part of the NW ¼, SW ¼ of Section 26, Township 18S, Range 1E, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing 3" iron cap being the locally accepted northwest corner of said Section 23 run an angle of S 00d 30' 06" for a distance of 1337.26 feet found rebar locally accepted SW Corner NE ¼, SW ¼ Sec 23, T18S,R1E, thence turn an angle to the right of 70d 58' 01" for a distance of 1394.89, thence turn an angle to the right of 198d 21' 15" for a distance of 118.68 feet, thence turn an angle to the right of 193d 49' 28" for a distance of 146.92 feet, thence turn an angle to the left of 98d 14' 22" for a distance of 445.17 feet, thence turn an angle to the right of 72d 18' 41" for a distance of 666.34', thence a left arc of L = 238.75' D = 07d 18' 16" then along Twin Pines Road ( a private road) for a distance of 324.10 feet, thence a left arc of L = 501.28' D = 03d 32' 02" CH = 501.2' then along Twin Pines Road ( a private road) for a distance of 28.85 feet, thence a left arc of L = 135.37' D = 25d 25' 50" CH = 134.26 then along Twin Pines Road ( a private road) for a distance of 515.64 feet, thence a right arc of L = 35.08' D = 80d 24' 21" R = 25.00, thence a left arc of L = 134.37' D = 25d 14' 31" CH = 133.28' along Saunders Bridge Circle (60' Private Road) for 46.13 feet, thence a right arc of L = 186.85' D = 43d 41' 47" CH = 182.35', thence a left arc of L = 573.88' D = 97d 16' 50" CH = 507.39', thence along Saunders Bridge Circle (60' private road) 355.00 feet, thence a left arc of L = 466.29' D = 87d 35' 41" CH = 422.19', thence turn right an angle of 68d 18' 33" then a left arc of L = 407.64', D = 17d 25' 01" CH = 406.07' along Saunders Bridge Circle (60' Private Road) for 111.66 feet, thence turn an angle to the right of 145d 43' 19" for a distance of 237.76 feet, thence turn an angle to the right of 70d 07' 35" E for a distance of 434.21 feet, thence turn an angle to the north of S90d 56' 36" W run in a northerly direction for a distance of 1322.88 + 249.97 feet to a found 4" angle iron generally accepted SW corner SW ¼, SW ¼ Sec 23, thence turn an angle to the left of S268d 52' 46" W and run in a westerly direction for a distance of 1347.84 + 402.8 feet; found T-Post locally accepted NE Corner SW ¼, SW ¼ Sec 23, T18S,R1E , more or less, to the point of beginning. Containing 61.03 acres, more or less.

**PARCEL B**

Part of the NW ¼, SW ¼ of Section 26, Township 18S, Range 1E, Shelby County, Alabama, being more particularly described as follows:

Beginning at a found angle iron being the locally accepted southeast corner NW ¼ of said Section 26 run in an northerly direction along the east line of said Section 23 for a distance of 1503.28 feet, thence turn a left angle of 53d 29' 54" for a distance of 502.07 feet, thence turn a right angle 84d 50' 53" for a distance of 199.91 feet, thence turn a left angle of 90d 00' 00" for a distance of 202.06 feet, thence a left arc of L = 193.10' D = 07d 53' 17" CH = 192.94', thence a left arc of L = 205.07' D = 08d 22' 37" CH = 204.88',



thence a left arc of  $L = 37.54'$   $D = 07d\ 03'07''$   $CH = 37.52'$ , thence a left arc of  $L = 20.17'$   $D = 46d\ 13'07''$   $R = 25.00'$ , thence a left arc of  $L = 70.83'$   $D = 61d\ 29'15''$   $CH = 67.48'$ , thence a right arc of  $L = 67.50'$   $D = 58d\ 35'40''$   $CH = 64.59'$ , thence a left arc of  $L = 20.17'$   $D = 46d\ 13'07''$   $R = 25.00'$ , thence a left arc of  $L = 35.17'$   $D = 06d\ 36'26''$   $CH = 35.15'$ , thence a left arc of  $L = 157.56'$   $D = 36d\ 50'46''$   $CH = 154.86'$ , thence a right arc of  $L = 71.50'$   $D = 13d\ 25'52''$   $CH = 71.33'$ , thence a left arc of  $L = 45.44'$   $D = 08d\ 32'12''$   $CH = 45.40'$ , thence a left arc of  $L = 128.58'$   $D = 30d\ 04'12''$   $CH = 127.11'$ , thence a right arc of  $L = 123.73'$   $D = 23d\ 14'33''$   $CH = 122.88'$ , thence a right arc of  $L = 94.57'$   $D = 17d\ 45'55''$   $CH = 94.19'$ , thence a left arc of  $L = 145.51'$   $D = 28d\ 25'56''$   $CH = 144.02'$ , thence a right arc of  $L = 49.41'$   $D = 08d\ 34'46''$   $CH = 49.37'$ , thence a left arc of  $L = 83.37'$   $D = 14d\ 28'29''$   $CH = 83.15'$ , thence a right arc of  $L = 88.07'$   $D = 07d\ 00'29''$   $CH = 88.01'$  thence for a distance of 153.13 feet + 250.01 feet, thence a right arc of  $L = 126.8'$   $D = 11d\ 31'56''$   $CH = 126.59'$  thence for a distance of 41.91 feet, thence a left arc of  $L = 20.32'$   $D = 46d\ 34'03''$   $R = 25.00'$ , thence a left arc of  $L = 44.70'$   $D = 46d\ 34'03''$   $CH = 43.48'$  thence a distance of 221.54 feet, thence turn an angle to the left of  $164d\ 30'00''$  thence a distance of 227.82 feet to found T POST locally accepted SW corner NW  $\frac{1}{4}$  sec 26 T18S, R1E, thence turn an angle to the left of  $89d\ 36'39''$  for a distance of 2694.37 feet more or less, to the point of beginning. Containing 64.42 acres, more or less.

#### **Out Parcel 1**

From centerpoint for Out Parcel 1 located at  $33d\ 26'\ 27.20''\ N$ ,  $86d\ 30'\ 36.07''\ W$ , go 147.58 ft @  $N\ 75d22'07''\ W$ , then 208.71 ft @  $S\ 30d22'07''\ E$ , then 208.71 at  $N\ 59d37'53''\ E$ , then 208.71 @  $N\ 30d22'07''\ W$ , then 208.71 @  $S\ 59d37'53''\ W$ .

#### **Out Parcel 2**

From centerpoint for Out Parcel 2 located at  $33d\ 26'\ 17.04''\ N$ ,  $86d\ 30'\ 57.93''\ W$ , go 147.58 ft @  $N\ 66d45'42''\ E$ , then 208.71 ft @  $S\ 21d45'42''\ E$ , then 208.71 at  $N\ 68d14'18''\ E$ , then 208.71 @  $N\ 21d45'42''\ W$ , then 208.71 @  $S\ 68d14'18''\ W$ .

#### **Out Parcel 3**

From centerpoint for Out Parcel 3 located at  $33d\ 26'\ 47.46''\ N$ ,  $86d\ 30'\ 47.70''\ W$ , go 147.58 ft @  $N\ 77d35'22''\ W$ , then 208.71 ft @  $S\ 32d35'22''\ E$ , then 208.71 at  $N\ 57d54'48''\ E$ , then 208.71 @  $N\ 32d25'22''\ W$ , then 208.71 @  $S\ 57d54'48''\ W$ .

#### **Out Parcel 4**

From centerpoint for Out Parcel 4 located at  $33d\ 26'\ 52.04''\ N$ ,  $86d\ 30'\ 38.35''\ W$ , go 147.58 ft @  $N\ 66d09'19''\ E$ , then 208.71 ft @  $S\ 21d09'48''\ E$ , then 208.71 at  $N\ 68d50'12''\ E$ , then 208.71 @  $N\ 21d09'48''\ W$ , then 208.71 @  $S\ 68d50'12''\ W$ .

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Notes:  
1. Property Boundary survey prepared by:  
Surveying Solutions, Pelham, Alabama

**Outparcel Descriptions**

Parcel 1: From found angle iron, locally accepted SE Corner, NW 1/4, Sec 26, T 18S, R1E, proceed 1,535.49' @ N 20°12'27" W, then 147.58' @ N 75°22'07" W, then 208.71' @ S 30°22'07" E, then 208.71' @ N 59°37'53" E, then 208.71' @ N 30°22'07" W, then 208.71' @ S 59°37'53" W

Parcel 2: From found T-post, locally accepted SW Corner, NW 1/4, Sec 26, T 18S, R1E, proceed 832.34' @ N 47°17'17" E, then 147.58' @ N 68°45'42" E, then 208.71' @ S 21°45'42" E, then 208.71' @ N 68°14'18" E, then 208.71' @ N 21°45'42" W, then 208.71' @ S 68°14'18" W

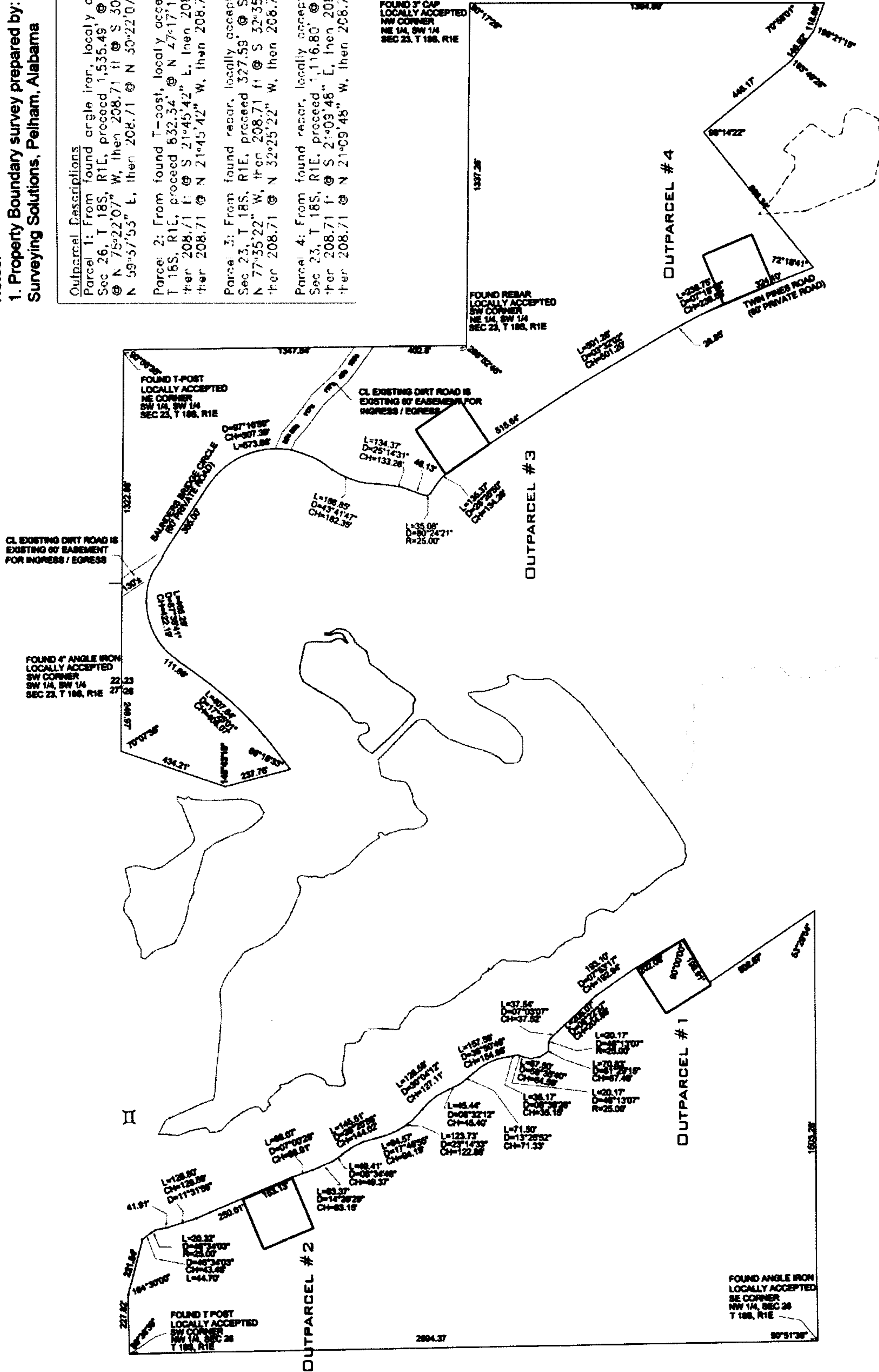
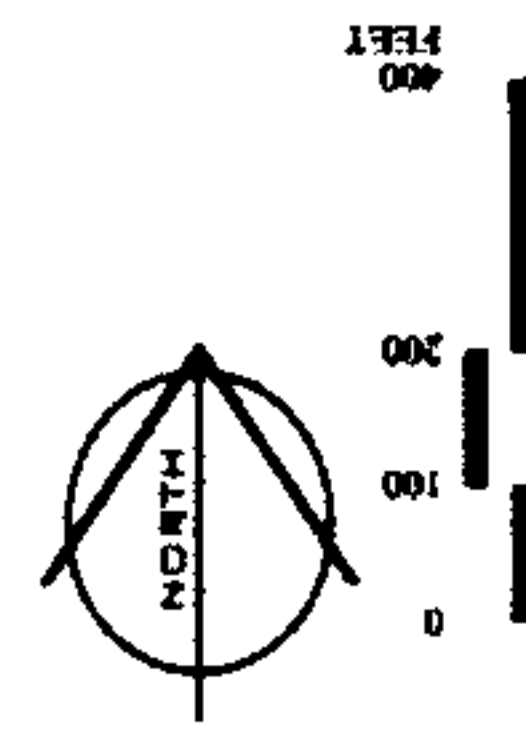
Parcel 3: From found rebar, locally accepted SW Corner, NE 1/4, SW 1/4, Sec 23, T 18S, R1E, proceed 327.59' @ S 6°37'08" W, then 147.58' @ N 77°35'22" W, then 208.71' @ S 32°35'22" E, then 208.71' @ N 57°54'48" E, then 208.71' @ N 32°25'22" W, then 208.71' @ S 57°54'48" W

Parcel 4: From found rebar, locally accepted SW Corner, NE 1/4, SW 1/4, Sec 23, T 18S, R1E, proceed 1,116.80' @ N 73°42'50" E, then 147.58' @ N 68°50'12" E, then 208.71' @ S 21°09'48" E, then 208.71' @ N 68°50'12" E, then 208.71' @ N 21°09'48" W, then 208.71' @ S 68°50'12" W

LEGEND:  
EASEMENT  
BOUNDARY

**EXHIBIT B**

Outparcel Centerpoints:  
Outparcel #1  
33° 26' 27.20" N  
86° 30' 36.07" W  
Outparcel #2  
33° 26' 17.04" N  
86° 30' 57.93" W  
Outparcel #3  
33° 26' 47.46" N  
86° 30' 47.70" W  
Outparcel #4  
33° 26' 52.04" N  
86° 30' 38.35" W



REVISED 12/05/2007 LPS  
COMPUTER CALCULATED ACREAGE: 125.454 ACRES

LANDS HELD FOR INVESTMENT  
**BOUNDARY SURVEY**

**SAUNDERS BRIDGE  
SHELBY COUNTY, ALABAMA**

Conservation Easement Consultants, LLC  
Joe Brady - Managing Partner  
9 Office Park Circle, Suite 101  
Birmingham, Alabama 35213  
205 401 5181  
cecjb@ecol.com

**Smoky Mountain**  
NATIONAL LAND TRUST



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# **Saunders Bridge Tract Conservation Easement Baseline Report**

**Saunders Bridge Development  
Shelby County, Alabama**

**Prepared For:  
Southeast Regional Land Conservancy, Inc.  
Building E, Suite 102  
6111 Peachtree-Dunwoody Rd  
Atlanta GA 30328  
&  
TP Land Company, LLC  
2000 Morris Ave, Suite 1200  
Birmingham, Al. 35203**

**Prepared By:  
Karin Heiman, Consulting Biologist  
367 Onteora Blvd., Asheville NC 28803  
828-277-9955 [karinh11@yahoo.com](mailto:karinh11@yahoo.com)**

**November 2007**



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## SIGNATORY PAGE

The undersigned agree and acknowledge that this Baseline Report, together with supporting photographic documentation, maps and figures, is an accurate representation of the Property at the time of the conveyance of the conservation easement thereon and that the Inventory was available to the grantor and grantee prior to conveyance of the conservation easement to the Southeast Regional Land Conservancy.



Southeast Regional Land Conservancy Representative

12/13/07

Date



TP Land Company LLC Representative

12-20-07

Date



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APPENDIX II.....	PLANT SPECIES LISTS
APPENDIX III.....	REFERENCES
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APPENDIX V .....	POTENTIAL RARE SPECIES



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## INTRODUCTION

The Saunders Bridge conservation property is located east of Birmingham in Shelby County, Alabama. The easement area is composed of two tracts within a larger development area and is adjacent to the forty-acre Twin Pines easement lands. Total easement area for Saunders Bridge is approximately one hundred twenty-five acres (see map in Appendix I). The adjoining development includes two lakes, open and forested areas, a covered bridge, and residential and recreation areas.

The majority of the easement land is forested with the exception of the barn and open field in the northern tract. Four lots of one acre each have been excluded from the easement land for potential homesites.

### Conservation Values

The Saunders Bridge conservation land conserves a number of conservation values which benefit the immediate ecosystems as well as the general public. A green space is provided proximal to a metropolitan area. The forested ridge in the southern tract is quite scenic (see photos) and is said to be seen from long distances. It will continue to enhance the quality of life for the area by providing scenic values. Retaining forested cover over the land will help maintain water quality for the local area. It adjoins the protected land of the Twin Pines easement, enhancing the ecological value of both tracts.

Since the forested areas will be retained, wildlife habitats will not be lost. Oak and hickory trees will provide a winter wildlife food source. The forests are proximal to aquatic features, enhancing habitat diversity for species such as amphibians, needing both habitat types.

### Realty values

Realty values include proximity to a large metropolitan area, good road access, scenic value, scenery and amenities of the adjacent development including the historic covered bridge and two lakes, forested areas, and open green space.



## METHODS

The Saunders Bridge site was visited on 7 June, 2007. Survey work was done on foot. Consultation with the Alabama Natural Heritage Program (AL NHP, 2007) relative to Known Element Occurrences and potential rare species within Shelby County was carried out prior to the field survey. Appendix V lists species known to occur in Shelby County. Plant taxonomy in the report follows Radford et al (1968), Weakley (2006), and Alabama Natural Heritage Program (2007). Animal taxonomy in the report follows the Alabama Natural Heritage Program (2007). Natural community discussions follow Schafale and Weakley (1990).

Global, Federal, and State ranking information for rare species is maintained by the State Natural Heritage Program and the US Fish and Wildlife Service. Any rare species discussed in the following text will follow the standardized ranking system. Global ranks are defined thusly: G1 = critically imperiled globally because of extreme rarity (5 or fewer occurrences), G2 = Imperiled globally because of rarity (6 to 20 occurrences), G3 = Rare or uncommon (localized within range or narrowly endemic to special habitats, generally 20-100 occurrences), G4 = Apparently secure, G5 = Demonstrably secure. State ranking follow the same categories: S1 = critically imperiled in state because of extreme rarity (5 or fewer occurrences), S2 = Imperiled in state because of rarity (6 to 20 occurrences), S3 = Rare or uncommon (localized within range or narrowly endemic to special habitats, generally 20-100 occurrences), S4 = Apparently secure, S5 = Demonstrably secure. Watchlist status is as follows: W1 = rare, but relatively secure, W2 = rare, but taxonomically questionable, W3 = rare, but uncertain documentation, W4 = rare, but believed not native, W5A = rare because of severe decline, W5B = exploited plants, W6 = regionally rare, W7 = rare and poorly known.



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## RESULTS AND DISCUSSION

### Natural Features

The Saunders Bridge conservation property is located in rolling Ridge and Valley Province east of Birmingham, Alabama. Total easement area for Saunders Bridge is approximately one hundred twenty-five acres (see map in Appendix I). Four building envelopes of one acre each have been excluded from the easement lands.

Nearby the easement is an existing lake and a new lake under construction. Adjacent to the easement is the forty-acre Twin Pines easement (also within the same development), which protects additional land.

The easement area is composed of two tracts within a larger development area. The northern tract is composed of flat to rolling land with fairly young pine-dominated forests as well as a barn and small open field. The southern tract occurs on a fairly steep ridge with relatively mature oak-hickory forests with pines. This tract provides scenic views for the surrounding area and good wildlife habitat.

Tree species present include loblolly pine (*Pinus taeda*), red maple (*Acer rubrum*), sweetgum (*Liquidambar styraciflua*), tulip poplar (*Liriodendron tulipifera*), white oak (*Quercus alba*), blackjack oak (*Quercus marilandica*), water oak (*Quercus nigra*), willow oak (*Quercus phellos*), post oak (*Quercus stellata*), chestnut oak (*Quercus prinus*), scarlet oak (*Quercus coccinea*), black oak (*Quercus velutina*), cherrybark oak (*Quercus pagoda*), southern red oak (*Quercus falcata*), shagbark hickory (*Carya* sp.) and other hickories (*Carya* spp.), black gum (*Nyssa sylvatica*), basswood (*Tilia americana*), American hornbeam (*Carpinus caroliniana*), sourwood (*Oxydendrum arboreum*), Virginia pine (*Pinus virginiana*), sassafras (*Sassafras albidum*), and flowering dogwood (*Cornus florida*).

Shrub and vine species include oakleaf hydrangea (*Hydrangea quercifolia*), blackberry (*Rubus* spp.), greenbrier (*Smilax* spp.), sumac (*Rhus* sp.), elderberry (*Sambucus canadensis*), trumpetvine (*Campsis radicans*), poison ivy (*Toxicodendron radicans*), Carolina supplejack (*Berchemia scandens*), crossvine (*Bignonia capreolata*), huckleberry (*Gaylussacia* sp.), Japanese honeysuckle (*Lonicera japonica*), muscadine grape (*Vitis rotundifolia*), and others.





Herbaceous species include broomsedge (*Andropogon glomeratus*), oatgrass (*Danthonia spicata*), asters (*Aster* spp.), bracken fern (*Pteridium aquilinum*), field garlic (*Allium vineale*), beggars ticks (*Desmodium* spp.), switchgrass (*Dichanthelium* spp.), greater coreopsis (*Coreopsis major*), thoroughworts (*Eupatorium* spp.), hog peanut (*Amphicarpaea bracteata*), purple clover (*Trifolium pretense*), goldenrods (*Solidago* spp.), Queen Anne's lace (*Daucus carota*), wild sunflower (*Helianthus* sp.), dog fennel (*Eupatorium capillifolium*), rabbit tobacco (*Gnaphalium* sp.), ragweed (*Ambrosia trifida*), lespedeza (*Lespedeza* spp.), daisy fleabane (*Erigeron* sp.), plantains (*Plantago* spp.), and many others.

A short list of plant species was compiled during the field survey day. A total of seventy-six species were recorded (see species lists in Appendix II). The list includes twenty-seven species of trees, fourteen species of shrubs and vines, thirty-one herbs, and four non-vascular species. A more thorough inventory of plant, animal, and lichen species throughout the growing season would certainly reveal a much greater number. With every survey, there is always potential for more species to be encountered in the future. Due to the paucity of survey information in many areas, there is always likelihood that any land could contain unrecorded rare species. Appendix V contains a list of rare species known for Shelby County. The conservation property may provide potential habitat for a number of these species.

The maturing forests with adjoining fields and aquatic features outside of the easement create habitat for wildlife. Animal species noted or likely to use the tract include resident and migratory bird species, raccoons, rabbits, opossum, white tailed deer, garter snake, box turtle, plus a variety of other reptiles, amphibians, and invertebrates. Birds likely to use the tract include the cardinal, tufted titmouse, robin, mockingbird, redtailed hawk, house wren, black capped chickadee, bluejay, yellow shafted flicker and other woodpeckers, Canada goose, American crow, kingfisher, and others. The southern tract provides upland forested habitat for amphibians utilizing the aquatic habitats.

The natural attributes developing as the forests mature provide important habitat for wildlife both large and small. Tree cavities provide habitat for many animals including squirrels, raccoons, owls, and a variety of woodpeckers. Salamanders and many small species seek shelter under fallen logs. Various animals search for food under logs. Many plants depend upon the organic matter provided by the fallen logs as a natural soil fertilizer. As the oak and hickory trees mature, they begin to produce mast (acorns and nuts that provide winter food important for survival). Mast trees don't reach maximum production until they are mature. Therefore older forests are more productive for wildlife.

The Saunders Bridge conservation land has natural attributes for a conservation easement, such as maturing forests and proximity to aquatic features. A green space is provided proximal to a metropolitan area.





### Historic Uses

Historically, the site may have been used for logging, old homesteads, grazing, farming, hunting, or other activities.

### Current Anthropocentric Structures

With the exception of a barn, open field, and old logging roads occurring in the northern tract, no other manmade structures were noted on the property. Outside of the easement is a historic covered bridge that has been moved here from its original location, development roads, an existing lake with another lake currently under construction.

The owners have reserved the right to create more walking trails within easement area. The impacts to the easement for this reserved right are relatively small. Some soil disturbance would occur during construction of the trails. Trails placed in forested areas should be kept to a minimum width and shoulders with newly disturbed soil can be hydroseeded or planted densely to provide less habitat potential for invasive species. The excluded homesites have been placed adjacent to development roads outside of the easement. Therefore it should not be necessary to place associated access roads, utilities, or other features within the easement area. The owners may need to cut occasional hazard trees immediately adjacent to the road or homesites in the future.



### Management Options

There are a number of recommended management practices that would prove beneficial for the natural resource values of the property include the following.

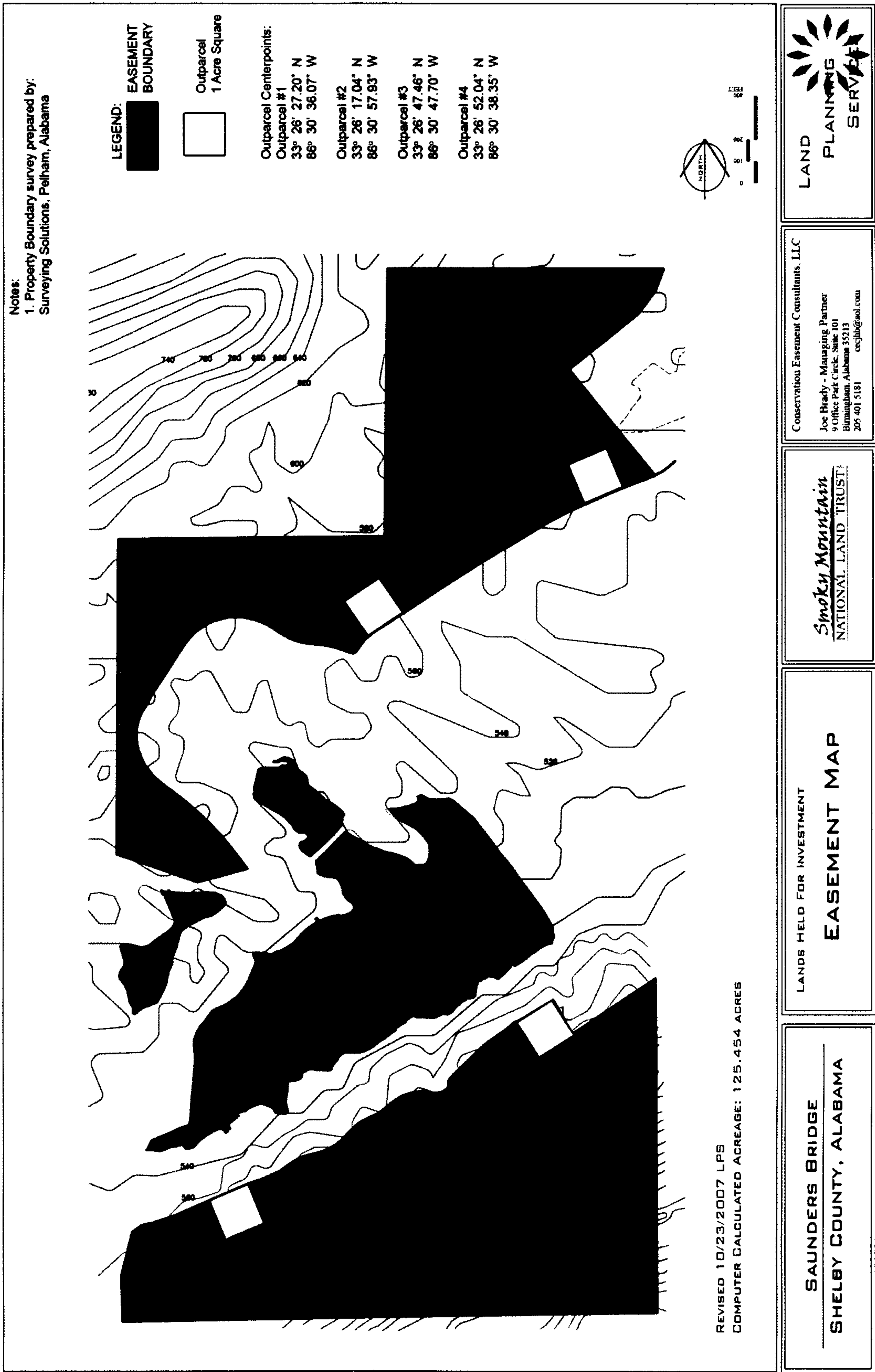
- ❑ Maintaining the mature trees and forest health will be one of the most valuable management tools. The natural attributes developing as the forests mature provide important habitat for wildlife.
- ❑ Care should be taken with any road, home, or utility construction within the easement or on adjacent tracts. Design and construction should cause as little sedimentation and erosion as possible. Construction of roads and trails can be a vector for noxious, invasive weedy species. Newly disturbed areas can be hydroseeded or planted densely to provide less habitat for invasive species. Annual grasses such as rye can be mixed with native grasses and wildflowers to provide a good seeding mix. Also, construction of roads and trails can be a vector for noxious, invasive weedy species. Newly disturbed areas can be hydroseeded or planted densely to provide less habitat for invasive species. Annual grasses such as rye can be mixed with native grasses and wildflowers to provide a good seeding mix.



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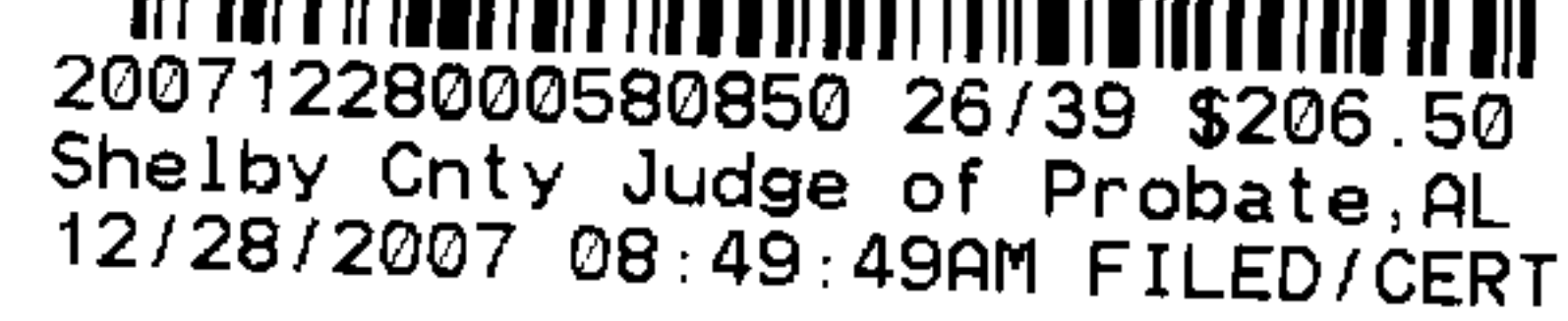


APPENDIX I: MAPS OF THE SAUNDERS BRIDGE TRACT





## 1





Survey Map

Notes:  
1. Property Boundary survey prepared by:  
Surveying Solutions, Pelham, Alabama

Outparcel Descriptions

Parcel 1: From found angle iron, locally accepted SE Corner, NW 1/4, Sec 26, T 18S, R1E, proceed 1,535.49' @ N 20°12'27" W, then 147.58 ft @ N 75°27'07" W, then 208.71 ft @ S 30°22'07" E, then 208.71 @ S 59°37'53" W N 59°37'53" E, then 208.71 @ N 30°22'07" W, then 208.71 @ S 59°37'53" W

Parcel 2: From found "305", locally accepted SW Corner, NW 1/4, Sec 26, T 18S, R1E, proceed 852.34' @ N 4°11'17" E, then 147.58 ft @ N 66°45'42" E, then 208.71 ft @ S 21°45'42" E, then 208.71 @ N 68°14'18" E, then 208.71 @ N 21°45'42" W, then 208.71 @ S 68°14'18" W

Parcel 3: From found rebar, locally accepted SW Corner, NE 1/4, SW 1/4 Sec 25, T 18S, R1E, proceed 527.59' @ S 6°57'08" W, then 147.58 ft @ N 77°35'22" W, then 208.71 ft @ S 32°35'22" E, then 208.71 @ N 57°54'48" E, then 208.71 @ N 32°35'22" W, then 208.71 @ S 57°54'48" W

Parcel 4: From found rebar, locally accepted SW Corner, NE 1/4, SW 1/4 Sec 25, T 18S, R1E, proceed 1,116.80' @ N 73°42'50" E, then 147.58 ft @ N 68°09'19" E, then 208.71 ft @ S 21°09'48" E, then 208.71 @ N 68°50'12" E, then 208.71 @ N 21°09'48" W, then 208.71 @ S 68°50'12" W

LEGEND:  
EASEMENT  
BOUNDARY

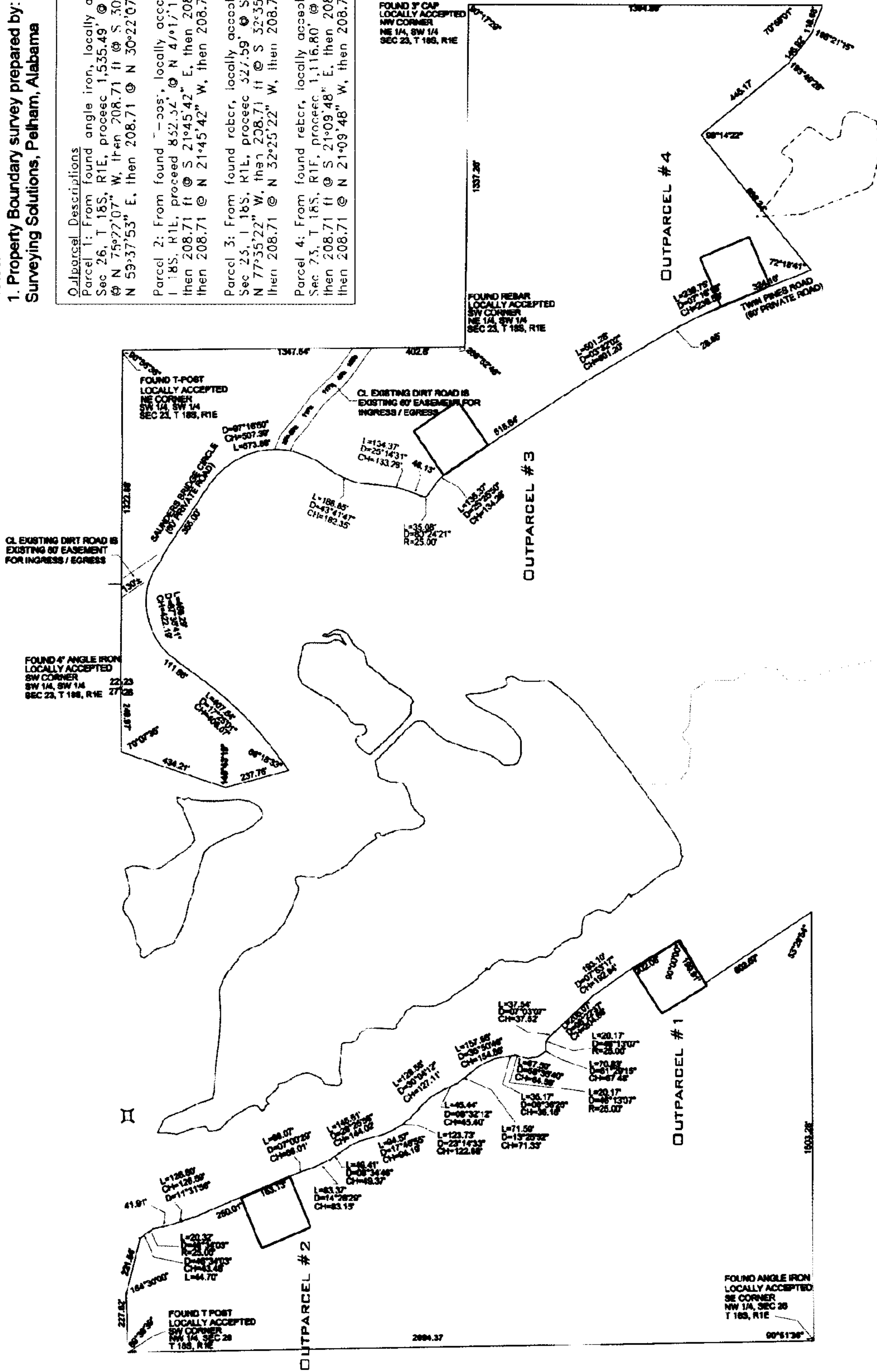
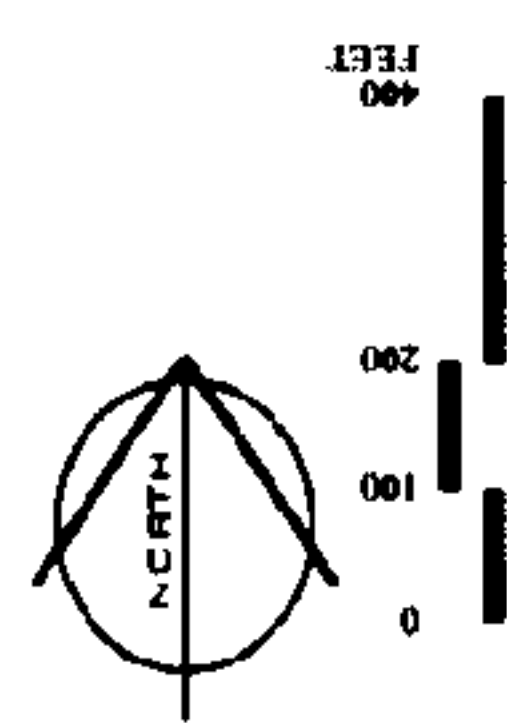
Outparcel Centerpoints:

Outparcel #1  
33° 26' 27.20" N  
86° 30' 36.07" W

Outparcel #2  
33° 26' 17.04" N  
86° 30' 57.93" W

Outparcel #3  
33° 26' 47.46" N  
86° 30' 47.70" W

Outparcel #4  
33° 26' 52.04" N  
86° 30' 38.35" W



REVISED 12/05/2007 LPS  
COMPUTER CALCULATED ACREAGE: 125.454 ACRES

SAUNDERS BRIDGE  
SHELBY COUNTY, ALABAMA

LANDS HELD FOR INVESTMENT  
**BOUNDARY SURVEY**

Smoky Mountain  
NATIONAL LAND TRUST

Conservation Easement Consultants, LLC  
Joe Brady - Managing Partner  
9 Office Park Circle, Suite 101  
Birmingham, Alabama 35213  
205 401 5181 cecjb@aol.com

LAND  
PLANNING  
SERVICE

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## APPENDIX II: PLANT SPECIES LISTS

### SPECIES OF THE SAUNDERS BRIDGE CONSERVATION EASEMENT PROPERTY

#### TREES

Scientific Name	Common Name
Acer rubrum	red maple
Carpinus caroliniana	American hornbeam
Carya sp.	shagbark hickory
Carya sp.	hickory
Cornus florida	flowering dogwood
Diospyros virginiana	persimmon
Fagus grandifolia	American beech
Juniperis virginiana	red cedar
Liquidambar styraciflua	sweet gum
Liriodendron tulipifera	tulip poplar
Nyssa sylvatica	black gum
Oxydendrum arboreum	sourwood
Pinus taeda	loblolly pine
Pinus virginiana	Virginia pine
Prunus serotina	black cherry
Quercus alba	white oak
Quercus coccinea	scarlet oak
Quercus falcata	southern red oak
Quercus marilandica	blackjack oak
Quercus nigra	water oak
Quercus pagoda	cherrybark oak
Quercus phellos	willow oak
Quercus prinus	chestnut oak
Quercus stellata	post oak
Quercus velutina	black oak
Sassafras alba	sassafras
Tilia americana	basswood



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SHRUBS & VINES	
Scientific Name	Common Name
Berchemia scandens	Carolina supplejack
Bignonia capreolata	crossvine
Campsis radicans	trumpetvine
Gaylussacia sp.	huckleberry
Hydrangea quercifolia	oak leaf hydrangea
Lonicera japonica	Japanese honeysuckle
Rhus sp.	sumac
Rosa multiflora	multiflora rose
Rubus cf. flagellaris	dewberry
Rubus sp.	blackberry
Smilax spp.	greenbrier
Toxicodendron radicans	poison ivy
Vitis rotundifolia	muscadine grape



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HERBACEOUS SPECIES	
Scientific Name	Common Name
Abrosia trifida	ragweed
Allium vineale	field garlic
Amphicarpaea bracteata	hog peanut
Andropogon glomeratus	broomsedge
Asplenium platyneuron	ebony spleenwort
Aster dumosus	common aster
Aster spp.	asters
Carex sp.	sedge
Coreopsis major	greater coreopsis
Cyperus sp.	flatsedge
Danthonia spicata	oatgrass
Daucus carota	Queen Anne's lace
Desmodium spp.	beggars ticks
Dicanthelium sp.	switchgrass
Erigeron sp.	daisy fleabane
Eupatorium capillifolium	dog fennel
Eupatorium spp.	thoroughworts
Gnaphalium sp.	rabbit tobacco
Helianthus sp.	wild sunflower
Hypericum sp.	St. Johns wort
Lespedeza spp.	lespedeza
Plantago spp.	plantains
Pteridium aquilinum	bracken fern
Solidago spp.	goldenrods
Trifolium pretense	purple clover
Viola sp.	violet

NON-VASCULAR SPECIES (though many more present)	
Scientific Name	Common Name
Dicranella sp.	a ground moss
Leucobryum album	pincushion moss
Parmotrema sp.	shield lichen
Usnea sp.	old man's beard


### APPENDIX III: REFERENCES

- Alabama Natural Heritage Program. 2007. List of the Rare Species for Shelby County, Alabama. Database from ALNHP, Montgomery AL.
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**APPENDIX IV: PHOTOSTATION LIST**  
(Note: photographs can be enlarged by viewer)

SAUNDERS BRIDGE CONSERVATION TRACT PHOTOSTATION LIST			
Photo #	Location (GPS coordinates WGS84)	Direction taken	Comments
(Note: photos #6 & 7 are of adjacent Twin Pines easement tract)			
TL-1	33 °26'45.6"/86 ° 30'49.2"	WNW	Just inside gate at the property entrance in the center of the northern tract; young forest, mostly pines;
TL-2	33 °26'17.5"/86 ° 31'01.2"	SSW	In ridge (southern) tract, taken at edge of road/easement; Maturing trees; GPS signal fading when point taken, so may not be highly accurate;
TL-3	33.43927355/86.51389254 33 °26'21.4"/86 ° 30'50.0"	SSW	Looking into easement forest community from edge of road/easement;
TL-4	33 °26'38.2"/86 ° 30'59.3"	NW	Forest, barn, and open field area near southern end of northern tract;
TL-5	33 °26'50.5"/86 ° 30'39.3"	NW	On edge of county road (across road from phone pole #12) looking into easement; Young forest;
TL-8	33 °26'35.0"/86 ° 30'52.0"	SW	Outside of easement on earth berm dam at the end of a cul-de-sac, looking across the lake at ridge in the southern easement tract; Note: lake, covered bridge, and fringe of land bordering lake are not in the easement lands;

  
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**Photo 1:** Just inside gate at the property entrance in the center of the northern tract;  
young forest, mostly pines;

**Photo 2:** In ridge (southern) tract, taken at edge of road/easement; Maturing trees; GPS  
signal fading when point taken, so may not be highly accurate;







**Photo 3:** Looking into easement forest community from edge of road/easement;

**Photo 4:** Forest, barn, and open field area near southern end of northern tract;





**Photo 5:** On edge of county road (across road from phone pole #12) looking into easement; Young forest;

**Photo 8:** Outside of easement on earth berm dam at the end of a cul-de-sac, looking across the lake at ridge in the southern easement tract; Note: lake, covered bridge, and fringe of land bordering lake are not in the easement lands;



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Additional Photos



View of ridge in easement tract, taken from same location as photo #8



Closer view of ridge in easement tract, taken from same location as photo #8

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Another view of ridge in easement tract, taken from same location as photo #8



Canada geese utilizing lake outside of easement



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## APPENDIX V:

### Rare, Threatened & Endangered Species Documented in Shelby County, Alabama

Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Status	State Priority <sup>1</sup>
<b>Amphibians</b>						
<i>Ambystoma tigrinum</i>	tiger salamander	G5	S3	(PS)		P3
<i>Rana capito</i>	gopher frog	G3	S2			P1
<b>Crustaceans</b>						
<i>Cambarus acanthura</i>	a crayfish	G4G5	S2			
<i>Cambarus ludovicianus</i>	a crayfish	G5	S2			
<b>Fish</b>						
<i>Alosa alabamae</i>	Alabama shad	G3	S2	SC	SP	P2
<i>Cyprinella caerulea</i>	blue shiner	G2	S1	LT	SP	P2
<i>Etheostoma ditrema</i>	coldwater darter	G1G2	S1		SP	
<i>Etheostoma ramseyi</i>	Alabama darter	G4	S4			P5
<i>Etheostoma rupestre</i>	rock darter	G4	S4			P5
<i>Notropis asperifrons</i>	burrhead shiner	G4	S4			P5
<i>Notropis cahabae</i>	Cahaba shiner <sup>2</sup>	G2	S2	LE	SP	P1
<i>Percina aurolineata</i>	goldline darter	G2	S1	LT	SP	P1
<i>Percina breviceuda</i>	coal darter	G2	S2			P2
<b>Mammals</b>						
<i>Myotis grisescens</i>	gray bat	G3	S2	LE	SP	P1
<i>Myotis sodalis</i>	Indiana bat	G2	S2	LE	SP	P1
<b>Mussels</b>						
<i>Amblema plicata</i>	three-ridge	G5	S5			P4
<i>Elliptio arcata</i>	delicate spike	G2G3Q	S2			P1
<i>Elliptio crassidens</i>	elephant-ear	G5	S5			P5
<i>Epioblasma metastriata</i>	upland combshell	GH	SX	LE	SP	SX
<i>Epioblasma othcaloogensis</i>	southern acornshell	GHQ	SX	LE	SP	SX
<i>Fusconaia cerina</i>	southern pigtoe	G5	S4			P5
<i>Hamiota perovalis</i>	orange-nacre mucket	G2	S2	LT	SP	P2
<i>Lampsilis ornata</i>	southern pocketbook	G5	S4			P4
<i>Lampsilis teres</i>	yellow sandshell	G5	S5			P5
<i>Ligumia recta</i>	black sandshell	G5	S2			P2
<i>Obliquaria reflexa</i>	threehorn wartyback	G5	S5			P5
<i>Pleurobema decusum</i>	southern clubshell	G2	S2	LE	SP	P2
<i>Potamilus purpuratus</i>	bleufer	G5	S5			P5
<i>Ptychobranhus greenii</i>	triangular kidneyshell	G1	S1	LE	SP	P1
<i>Quadrula asperata</i>	Alabama orb	G4	S4			P5
<i>Quadrula rumphiana</i>	ridged mapleleaf	G4	S3			P4
<i>Tritogonia verrucosa</i>	pistolgrip	G4G5	S4			P4
<i>Villosa lienosa</i>	little spectaclecase	G5	S4			P5
<b>Nonvascular Plants</b>						
<i>Tortula rhizophylla</i>	moss	G3G5	S1			
<b>Reptiles</b>						
<i>Eumeces anthracinus</i>	coal skink	G5	S3			P2
<i>Farancia erythrogramma</i>	rainbow snake	G5	S3			P1
<i>Graptemys pulchra</i>	Alabama map turtle	G4	S3		SP	P4
<i>Heterodon simus</i>	southern hognose snake	G2	SH		SP	P1 <sup>3</sup>
<i>Macrochelys temminckii</i>	alligator snapping turtle	G3G4	S3		SP	P2
<i>Pituophis melanoleucus melanoleucus</i>	northern pine snake	G4T4	S3			P2
<b>Snails</b>						
<i>Elimia ampla</i>	ample elimia <sup>2</sup>	G1	S1			P2
<i>Elimia bellacrenata</i>	princess elimia <sup>2</sup>	G1	S1			P1
<i>Elimia bellula</i>	walnut elimia <sup>2</sup>	G1	S1			P3
<i>Elimia cahawbensis</i>	Cahaba elimia <sup>2</sup>	G3	S3			P4



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Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Status	State Priority <sup>1</sup>
<i>Elimia carinifera</i>	sharp-crest elimia	G5	S5			P5
<i>Elimia carinocostata</i>	fluted elimia	G4Q	S4			P4
<i>Elimia chiltonensis</i>	prune elimia <sup>2</sup>	G2	S2			P3
<i>Elimia clara</i>	rifle elimia <sup>2</sup>	G3	S3			P4
<i>Elimia gerhardti</i>	coldwater elimia <sup>2</sup>	G5	S5			P5
<i>Elimia showalteri</i>	compact elimia <sup>2</sup>	G1Q	S1			P3
<i>Elimia variata</i>	squat elimia <sup>2</sup>	G1Q	S1			P2
<i>Leptoxis ampla</i>	round rocksnail <sup>2</sup>	G2	S2	LT	SP	P2
<i>Leptoxis taeniata</i>	painted rocksnail <sup>2</sup>	G1	S1	LT	SP	P2
<i>Lepyrium showalteri</i>	flat pebblesnail <sup>2</sup>	G1	S1	LE	SP	P1
<i>Lioplax cyclostomaformis</i>	cylindrical lioplax	G1	S1	LE	SP	P1
<i>Pleurocera showalteri</i>	upland hornsnail	G2Q	S2			P3
<i>Pleurocera vestita</i>	brook hornsnail	G3Q	S2			P3
<i>Rhodacme elatior</i>	domed ancyloid	G1	S1			P3
<i>Tulotoma magnifica</i>	Alabama livebearing snail <sup>2</sup>	G1	S1	LE	SP	P1
<b>Vascular Plants</b>						
<i>Croomia pauciflora</i>	croomia	G3	S2			
<i>Hymenocallis coronaria</i>	shoals spider-lily	G2Q	S2			
<i>Lonicera flava</i>	yellow honeysuckle	G5?	S3			
<i>Monarda clinopodia</i>	basil bee-balm	G5	S2			
<i>Phlox pulchra</i>	Wherry's phlox	G2G3	S2S3			
<i>Ponthieva racemosa</i>	shadow-witch orchid	G4G5	S2			
<i>Rudbeckia auriculata</i>	eared coneflower	G2	S2			
<i>Stewartia malacodendron</i>	silky camellia	G4	S2S3			
<i>Symphyotrichum georgianum</i>	Georgia aster	G2G3	S2S3	C		
<i>Trillium lancifolium</i>	narrow-leaved trillium	G3	S2S3			
<i>Trillium rugelii</i>	southern nodding trillium	G3	S2?			
<i>Xyris tennesseensis</i>	Tennessee yellow-eyed grass	G2	S1	LE		

<sup>1</sup> Priority as identified in the State Wildlife Action Plan and its list of Species of Greatest Conservation Concern (for more information on SWAP, see <http://www.outdooralabama.com/research-mgmt/cwcs/>).

<sup>2</sup> Alabama endemic.

<sup>3</sup> Possibly extirpated.

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