

After recording please return to:
North American Land Trust
P.O. Box 467
Chadds Ford, PA 19317

NOTICE OF CONVEYANCE
REQUIRED – SEE SECTION 6.12

**CONSERVATION EASEMENT
AND
DECLARATION OF RESTRICTIONS AND COVENANTS**

THIS CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIONS AND COVENANTS ("Conservation Easement") made Dec. 11, 2007 by and between **Still Hunter, Jr., an undivided 1/38 interest **Thomas A. Ritchie**, an undivided 1/38 interest; **Stewart M. Dansby**, an undivided 1/38 interest; **Patricia L. Hiden**, an undivided 1/38 interest **Carolyn S. Ratliff**, an undivided 1/38 interest **Barry Morton** and wife, **Catherine B. Morton**, an undivided 1/38 interest **Hartwell Davis, Jr.** and wife, **Martha P. Davis**, an undivided 1/38 interest; **Cynthia T. Harsh**, an undivided 1/38 interest; **Carl E. Johnson**, an undivided 1/38 interest; **Gregory R. Keyes** and wife, **Rebecca B. Keyes**, an undivided 1/38 interest **Lee Weathers**, an undivided 1/38 interest **John C. Cadden**, an undivided 1/38 interest; **Victor E. Nichol** and wife, **Janis P. Nichol**, an undivided 1/38 interest **Benny M. LaRussa, Sr** and wife, **Anne B. LaRussa**, an undivided 1/38 interest **Francis H. Crockard, Jr.**, an undivided 1/38 interest; **Richard A. Pizitz**, an undivided 1/38 interest **Wayne N. Hoar** and wife, **Kathryn J. Hoar**, an undivided 1/38 interest **Valerie T. Sarver**, an undivided 1/38 interest; **Frank G. Mapes** and wife, **Leslie O. Mapes**, an undivided 1/38 interest; **Camelia G. Becker**, an undivided 1/38 interest; **Paulette Logan Haywood**, an undivided 1/38 interest; **Andrew L. Sink** and wife, **Laura D. Sink**, an undivided 1/38 interest **Kimberly P. Luttrell**, an undivided 1/38 interest; **Jan J. Ehrhardt**, an undivided 1/38 interest **John P. Scott, Jr.** and wife, **Mary H. Scott**, an undivided 1/38 interest **Joseph B. LaRussa** and wife, **Cornelia B. LaRussa**, an undivided 1/38 interest; **Thomas A. Wilson, Jr.** and wife **Lynn F. Wilson**, an undivided 1/38 interest;**

G. Garry Ard and wife, **Katherine L. Ard**, an undivided 2/38 interest; **Thomas A. Broughton, III**, an unmarried person, an undivided 2/38 interest; **Mary F. Roensch**, an undivided 4/38 interest; and **Pumpkin Hollow Development Corporation**, an undivided 3/38 interest (collectively, "Owner"), having an address of 18274 Highway 35, Sterrett, AL 35147, and **NORTH AMERICAN LAND TRUST** ("Holder"), a Pennsylvania non-profit corporation having an address of Post Office Box 467, Chadds Ford, PA 19317,

WITNESSETH THAT:

WHEREAS, Owner is the owner of certain real property in Shelby County, AL, that consists of approximately 444.55 acres and is a portion of the property most recently described in deeds granted to Owners and recorded in the Judge of Probate Office, Shelby County, AL at Instrument Number 1998-07793 (Unit 1), Instrument Number 20040915000513080 (Unit 2), Instrument Number 20050422000193910 (Unit 3), Instrument Number 2001-03489 (Unit 4), Instrument Number 1996-02179 (Unit 5), Instrument Number 1999-11331 (Unit 6), Instrument Number 1997-18292 (Unit 7), Instrument Number 2002-13341 (Unit 8A), Declaration of Pumpkin Hollow - A Condominium, Real Record 324, page 16, as amended by Amended and Restated Declaration of Condominium of Pumpkin Hollow, A Condominium, Instrument No. 1994-04159, as further amended by Second Amended and Restated Declaration of Condominium, Instrument No. 1994-10609 (Units 9B, 14 & 12A), Instrument Number 20051129000615890 (Unit 13A), Instrument Number 2002-10674 (Unit 15A), Instrument Number 20070702000308730 (Unit 16A), Instrument Number 20041008000558000 (Unit 18), Instrument Number 20050711000346420 (Unit 19), Instrument Number 20020814000384060 (Unit 20), Instrument Number 1997-26882 (Unit 21), Instrument Number 1995-05751 (Unit 22), Instrument Number 20071101000505130 (Unit 23A), Instrument Number 20071101000505120 (Unit 24A), Instrument Number 1994-32987 (Unit 25), Instrument Number 1999-01621 (Unit 26), Instrument Number 1994-11596 (Unit 27), Instrument Number 20050928000504660 (Unit 28), Instrument Number 1994-01734 (Unit 29), Instrument Number 1994-01733 (Unit 30), Instrument Number 1994-15117 (Unit 31), Instrument Number 1995-17021 (Unit 32), Instrument Number 1997-19681 (Unit 33), Instrument Number 1998-31109 (Unit 34), Instrument Number 20031114000752900 (Unit 35), Instrument Number 1998-18033 (Unit 36), Instrument Number 1997-21395 (Unit 37), Instrument Number 1994-01732 (Unit 38), Instrument Number 20070530000252280 (Unit 40A), Instrument Number 20030324000175370 (Unit 41), Instrument Number 1994-01729 (Unit 42), and described by metes and bounds in Exhibit "A" attached hereto and depicted and identified as the "Conservation Area" on the plan attached hereto as Exhibit "B" (hereinafter called the "Conservation Area"); and

WHEREAS, Holder is a non-profit corporation, having a tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter called the "Code"), which has been established as a public charity for the purpose of preserving and conserving natural habitats and environmentally sensitive areas and for other charitable, scientific and educational purposes and which is a "qualified organization" under Section 170(h)(3) of the Code; and

WHEREAS, preservation of the Conservation Area shall serve the following purposes, (the "Conservation Purposes"):

Preservation of the Conservation Area as a relatively natural habitat of fish, wildlife, or plants or similar ecosystem; and

The preservation of certain open space (including forest land) where such preservation is pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield significant public benefit,

WHEREAS, the features of the Conservation Area having ecological significance (which may be hereinafter called the "Conservation Values") and the Conservation Purposes have been established in the reports, plans, photographs, documentation, and exhibits assembled by, and retained in the offices of, North American Land Trust (collectively called the "Baseline Documentation"), which describes, among others, the following Conservation Values of the Conservation Area:

The Conservation Area provides habitat for, and is occupied by, game wildlife species such as White-tail Deer and Wild turkey, which are regulated by the Alabama Department of Wildlife and Natural Resources; and

The Conservation Area has suitable habitat to at least partially support the ecological requirements of three Species of Regional Importance as monitored through the Partners In Flight Species Assessment Database (which were observed on the property): Downy Woodpecker (*Picoides pubescens*); Northern Flicker (*Colaptes auratus*); and Carolina Chickadee (*Poecile carolinensis*); and

The Conservation Area includes at least three perennial streams, predominantly surrounded by forested riparian vegetation; and

The Conservation Area protects riparian vegetation, as well as perennial and seasonal waters within the Coosa River Watershed, the largest and most biodiverse sub-watershed of the Mobile River Basin; and

The Conservation Area contains a noteworthy population of montane Longleaf Pine (*Pinus palustris*), restricted in geographic range and associated with globally rare vegetation types; and

The Conservation Area contains one globally imperiled natural community, Montane Mixed Longleaf Woodland; and

The Conservation Area contains significant areas of high quality bottomland forests, which protect and enhance the water quality of their associated streams, and provide habitat for a number of wildlife species; and

The Conservation Area includes a substantial acreage of wetlands and wet areas providing breeding habitat for obligate amphibians and insects; and

The Conservation Area will contribute to the policies and goals of the National Resource Conservation Service Wetland Reserve Program, which aims to protect, restore, and enhance wetlands; and

WHEREAS, Owner and Holder desire to perpetually conserve the natural, scientific, educational, open space, scenic and historical resources of the Conservation Area to accomplish the Conservation Purposes; and

WHEREAS, Owner intends to grant the easement and impose the restrictive covenants on the Conservation Area as set forth in this Conservation Easement to accomplish the Conservation Purposes; and

WHEREAS, Owner and Holder intend that this document be a "conservation easement" as defined in Section 35-18-1 of the Code of Alabama and that this Conservation Easement be governed by Title 35, Chapter 18 of the Code of Alabama pertaining to conservation easements (the "State Conservation Easement Law").

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 Holder, its successors and assigns, the easements, covenants, prohibitions and restrictions set forth in this Conservation Easement, in perpetuity, to accomplish the Conservation Purposes. Holder hereby accepts the grant of such easements and other rights and agrees to hold such easements exclusively for the Conservation Purposes and to enforce the terms of the restrictive covenants set forth in this Conservation Easement.

ARTICLE 1. GRANT OF EASEMENTS

Owner hereby voluntarily, unconditionally and absolutely grants and conveys unto Holder, its successors and assigns, a perpetual easement in gross over the Conservation Area for the purpose of preserving and protecting the Conservation Purposes and enforcing the restrictive covenants set forth below. In addition, Owner hereby grants and conveys unto Holder, its successors and assigns the easement and right of Holder and its agents to enter upon and inspect the Conservation Area for compliance with this Conservation Easement at any time and from time to time, with access over and across the Conservation Area if necessary. Holder shall give Owner notice of any such entry and inspection at least seven (7) days in advance, except in cases of suspected or known violations of this Conservation Easement or when Holder has no reliable information regarding the address of the party or committee described in Section 6.17.

ARTICLE 2. OWNER'S DECLARATION OF COVENANTS AND RESTRICTIONS

Owner, for Owner and Owner's successors and assigns, covenants and declares that the Conservation Area shall be, and hereby is, bound by and made subject to the following covenants and restrictions in perpetuity, subject to and excepting only the Reserved Rights set forth in Article 3 of this Conservation Easement:

- 2.1. Use Restrictions. The Conservation Area shall not be used for a residence or for any commercial, institutional, industrial or agricultural purpose or purposes. Among the uses prohibited by the preceding sentence are, without limiting the meaning or interpretation of the preceding sentence, any of the following: (1) construction or occupancy of any dwellings; (2) manufacture or assembly of any products, goods, equipment, chemicals, materials or substances of any kind or nature whatsoever; (3) sale of any products, goods equipment, chemicals, materials, substances or services of any kind or nature whatsoever; (4) storage of any products, goods, equipment, chemicals, materials or substances of any kind or nature, except if stored for use upon the Conservation Area in connection with activities not prohibited by this Conservation Easement; and (5) offices for persons involved in the sale, manufacture or assembly of goods or services or for the performance of services.
- 2.2. Structures Prohibited. No Structure (hereinafter defined) of any kind shall be built, erected, installed, placed, affixed or assembled within or upon the Conservation Area or upon any trees or other natural features upon the Conservation Area. "Structure" shall mean any assembly of material forming a construction for occupancy or use for any purpose and erected upon or attached to the ground including, for example but not to limit the foregoing definition, the following: building, platform, shed, bin, shelter, dam, dike, tower, tank, antenna, and bulkhead.
- 2.3. Limitation on Recreational Activities. No recreational activities shall occur within the Conservation Area except for recreational activities that, by their nature, are likely not to have a material adverse effect on the Conservation Values of the Conservation Area. Examples of such activities which are included here for illustration and not for limitation of the foregoing, include walking, jogging, the use of golf carts, wildlife observation, photography, and horseback riding. Notwithstanding the foregoing, all recreational activities within the Conservation Area must be conducted at all times in a manner that, in Holder's judgment, (a) shall have no material adverse effect upon the Conservation Purposes or Conservation Values and (b) are otherwise in conformance with this Conservation Easement.
- 2.4. Removal of Ground or Surface Water from Conservation Area. No ground or surface water from the Conservation Area shall be removed, collected, impounded, stored, transported, diverted or otherwise used for any purpose or use outside the boundaries of the Conservation Area nor for any purpose or use within the boundaries of the Conservation Area that is prohibited by this Conservation Easement.

- 2.5. Roads, Driveways, Etc. There shall not be constructed, cut, created or placed on the Conservation Area any road, driveway, cartway, path or other means of right of passage across or upon the Conservation Area nor may any road, driveway, cartway, path or other means or right of passage located on the Conservation Area be used, for access to any use (whether or not upon the Conservation Area) which is prohibited by this Conservation Easement.
- 2.6. Live or Dead Trees. No cutting, removal or destruction of live or dead trees shall be permitted upon or within the Conservation Area. Dead trees that have fallen shall be allowed to remain where they have fallen unless a dead tree blocks a road or trail or threatens the safety of persons or property, in which case it may be moved to the extent necessary to prevent such blockage or threat.
- 2.7. Signs and Similar Structures. No signs, billboards or outdoor advertising structures shall be placed, erected or maintained within the Conservation Area.
- 2.8. Land Disturbance. There shall be no filling, excavating, dredging, surface mining, drilling, or any removal of topsoil, sand, gravel, rock, peat, minerals or other materials, upon or from the Conservation Area.
- 2.9. Dumping. There shall be no dumping of ashes, trash, garbage, or any other unsightly or offensive materials at any place on, under or within the Conservation Area.
- 2.10. Change of Topography. There shall be no material change in the topography of the Conservation Area in any manner.
- 2.11. Water Courses. There shall be no dredging, channelizing or other manipulation of natural water courses or any water courses existing within the Conservation Area as of the date of this Conservation Easement. There shall be no discharge of chemicals, waste water or other pollutants into any permanent or intermittent water course.
- 2.12. Riparian Buffer. That part of the Conservation Area that lies within, or within 100 feet of: (a) the area between the banks of any permanent or intermittent watercourse (including but not limited to any lake or pond, but excluding manmade storm water swales not fed by a spring, pond or other natural source) or (b) any governmentally regulated wetland shall be referred to herein as the "Riparian Buffer". There shall be no clearing, cutting or removal of live or dead trees, other clearing or removal of vegetation, clearing or removal of leaf litter or other natural detritus, or digging, earth movement or other alteration of the earth surface or topography within the Riparian Buffer. Owner shall be responsible for ascertaining the boundaries of the Riparian Buffer, at Owner's expense, in consultation with Holder, before undertaking any action that is or may be prohibited in the Riparian Buffer. If the banks of a water course are not clearly defined then Holder shall, in its reasonable discretion, establish a line to substitute for that purpose upon request by Owner, relying on available topographic and other maps and information.

- 2.13. Soil Erosion and Sedimentation Control. No activity shall be permitted on the Conservation Area which would cause excessive or unreasonable soil erosion and sedimentation of streams or other water courses. Without limitation of the foregoing, Owner and Holder shall, in identifying practices that will prevent soil erosion and sedimentation, refer to the soil conservation practices as then established or recommended by the Natural Resources Conservation Service of the United States Department of Agriculture or any successor governmental office or organization performing the same function within the United States government, as approved by Holder.
- 2.14. Livestock. There shall be no livestock grazing in the Conservation Area.
- 2.15. Non-Native Plant Species. There shall be no introduction of plant species within the Conservation Area except those that are native to the area in which the Conservation Area is located or that are recognized as non-invasive horticultural specimens.
- 2.16. Transfers of Development Rights or Development Density Credits. The Conservation Area may not be used as open space for purposes of obtaining or qualifying for governmental approval of any subdivision or development on lands outside the boundaries of the Conservation Area nor, without limitation of the foregoing, may the Conservation Area be used in the calculation of the amount or density of housing units or other construction for development on lands outside the boundaries of the Conservation Area or for sale by Owner.
- 2.17. No Subdivision. There shall be no subdivision or other division of the Conservation Area into one or more lots, tracts or parcels of land under separate ownership.
- 2.18. Notice of Exercise of Reserved Rights. As required by 26 C.F.R. § 1.170A-14(g)(5)(ii), Owner shall notify Holder in writing before exercising any Reserved Right that may impair the conservation interests associated with the Conservation Area. This section is not intended to prohibit the merger or separation of any undivided interests provided that no new lot boundaries are created within the Conservation Area.
- 2.19. Preservation of Conservation Area. The parties recognize that this Conservation Easement cannot address every circumstance that may arise in the future, and the parties agree that the purpose of this Conservation Easement is to preserve the Conservation Area predominantly in its present condition and to protect or enhance the Conservation Area's rare, threatened, or exemplary natural communities, usefulness to rare or threatened species, and contributions to improved water quality. Without limiting the preceding covenants and restrictions, any use or activity which is not reserved in Article 3 of this Conservation Easement and which is inconsistent with the Conservation Purposes or which materially threatens the Conservation Purposes is prohibited.

- 2.20. Restrictions Cumulative. The prohibitions and restrictions in this Conservation Easement shall be considered cumulative. No prohibition or restriction contained herein shall be interpreted as a limitation on the meaning, effect, interpretation or enforceability of another prohibitive or restrictive provision.

ARTICLE 3. RESERVED RIGHTS

Owner reserves for Owner and Owner's successors and assigns who may now or hereafter be owner of all or part of the Conservation Area the rights set forth in this Article 3 (the "Reserved Rights"). Owner and Holder intend that these Reserved Rights and the activities and uses which are described below as the Reserved Rights are narrow exceptions to the prohibitions and restrictions set forth in Article 2 and, hence, may be conducted as described below notwithstanding the prohibitions and restrictions of Article 2 without having an adverse effect on the Conservation Purposes.

- 3.1. Fences. Owner may construct fences up to six feet in height except, however, that any fence that is visible from any road or waterway that is accessible to the public and from which is offered a scenic view into the Conservation Area shall be prohibited unless such fence shall have no material adverse effect upon the scenic Conservation Purpose and such fence is approved in writing by Holder.
- 3.2. Deer Management Fence. Owner may install a fence greater than the six feet above ground level strictly for the purpose of managing deer to allow forest regeneration, provided that the location, material and size is approved in advance by Holder and Holder has concluded that the fence will have no material adverse effect on the Conservation Purposes.
- 3.3. Service Vehicle Trails. Owner may also install and maintain service vehicle trails for limited vehicular access to the areas of the Conservation Area otherwise inaccessible by vehicle for use in maintenance, emergency access, and other permitted uses of the Conservation Area if the following requirements and conditions are satisfied: (a) the surface of such trails shall remain pervious (such as dirt or gravel); (b) such trails shall be located, to the extent possible, in the path of forestry roads existing on the date of this Conservation Easement; (c) the width of the area cleared for such trails shall not exceed that which is necessary for a single lane of vehicular traffic; (d) and such trails shall be otherwise installed in a manner to avoid unnecessary tree removal and land disturbance; (e) if such trails require any grading or change in topography, then such grading shall blend into the natural topography of the Conservation Area, shall control erosion, and shall be of a design and location approved, in advance, by the Holder in its discretion; and (f) Holder approves the proposed service vehicle trail based on the foregoing requirements.
- 3.4. Roads. Subject to the approval of Holder, Owner may construct a road or roads over and across the Conservation Area for access to properties, adjacent to the Conservation Area owned by Owner or its affiliates, from the nearest public road, subject to the following conditions:

- 3.4.1. It is not feasible to use any road existing as of the date of this Conservation Easement, or improve any such road, for such access purpose.
- 3.4.2. In the sole discretion of Holder, the construction of the road shall not adversely affect any of the Conservation Purposes in any material respect.
- 3.4.3. The road shall take the most direct route possible consistent with the avoidance of adverse effect on any of the Conservation Purposes.
- 3.4.4. The width of the cartway of the road and any area of land disturbance, grading or tree removal for such road shall be no greater than the minimum necessary to meet any legal requirements or, to the extent no legal requirements apply or are lawfully waived, the minimum practicable consistent with sound engineering techniques and methods.
- 3.4.5. Owner gives written notice to Holder at least 60 days prior to commencement of earth movement or construction describing the location of such road, including such plans, drawings and specifications of the proposed road construction as Holder may reasonably request, including but not limited to a description of methods to be used to prevent soil erosion.
- 3.5. Picnic Pavilions. Owner may construct covered picnic pavilions (not exceeding an aggregate of 4,000 square feet of covered area for all pavilions).
- 3.6. Sheds. Owner may construct a shed or sheds for storage of maintenance equipment and materials solely related to maintenance of the Conservation Area (not exceeding an aggregate of 5,000 square feet of covered area for all sheds).
- 3.7. Boat and Trailer Storage Area. Owner may designate an area or areas which in the aggregate shall not exceed two (2) acres to be defined within the Conservation Area (hereinafter the "Storage Area"). The location of the Storage Area shall be approved in advance by Holder and must not, in Holder's judgment, directly or indirectly result in any material adverse effect on any of the Conservation Purposes or Conservation Values. Pending a formal review and approval of the Storage Area by Holder, Owner may continue to store boats and trailers in the location being used by Owner for such purpose as of the date of this Conservation Easement. At no time shall any permanent or non-moveable Structures, boats or trailers be kept within the Storage Area.
- 3.8. Wildlife Stands, Nests and "Blinds". Owner may construct a reasonable number of wildlife hunting or observation stands and "blinds" and houses, nests or perches for birds or other wildlife; provided that in the installation or construction of any such Structure Owner shall comply with all other covenants and restrictions of this Conservation Easement.

- 3.9. Trails and Paths. Owner may construct trails or paths for nature education and outdoor recreation purposes if the following requirements and conditions are satisfied: (a) the surface of the trail shall remain pervious (such as dirt, wood chips or gravel); (b) the trail shall be located, to the extent possible, in the path of a trail or forestry road existing on the date of this Conservation Easement; (c) the width of the area cleared and improved for the trail shall not exceed that which is necessary for pedestrian or equestrian use; and (d) the trail shall be otherwise installed in a manner to avoid unnecessary tree removal, grading and other land disturbance. In addition, such trails shall be subject to, and the use thereof may be conditioned upon compliance with, rules and regulations established from time to time by Holder in order to prevent the adverse effects upon the Conservation Purposes or other natural conditions protected by this Conservation Easement.
- 3.10. Raised Walkways. Owner may construct raised walkways for access to any or all of the land within the Conservation Area if the following requirements and conditions are satisfied: (a) it can be demonstrated to Holder that it is not feasible to use any existing walkway or pathway or to improve any existing walkway or pathway for such access purpose; (b) Owner shall comply with all other covenants and restrictions of this Conservation Easement; and (c) Holder approves the proposed walkway based on the foregoing requirements.
- 3.11. Stream or Wetland Restoration. Owner may perform work, including the removal of vegetation or disturbance of land, within the vicinity of existing water courses or regulated wetlands if the following requirements and conditions are satisfied: (a) such work is intended and designed to restore natural stream channel morphology and natural wetland hydrology and (b) the written approval of Holder is obtained. Owner shall be responsible for obtaining all necessary government permits and approvals for such work and Holder shall have the right, but not the obligation, to require that such permits and approvals be produced for inspection by Holder before Holder's approval is granted.
- 3.12. Existing Structures. Structures existing on the Conservation Area on the date of this Conservation Easement, whether or not such Structure would be permitted to be erected or installed on the Conservation Area under these Reserved Rights, may, nevertheless, be repaired or restored to the condition and dimensions in which the Structure existed on date of this Conservation Easement.
- 3.13. Hunting, Fishing, Gaming, Etc. Not Prohibited. Nothing in this Conservation Easement shall be construed to limit the right of Owner and Owner's guests and invitees to hunt, trap, and otherwise harvest fish and other wildlife.
- 3.14. Game Animals. Nothing in this Conservation Easement is intended to prohibit the breeding and release of deer, quail, duck, turkey or other game animals.

3.15. Forest Management. Owner may cut and remove trees from portions of the Conservation Area that are, as of the date of this Conservation Easement, occupied by planted pine species, but only if the following conditions are first satisfied:

- 3.15.1. The Owner submits to Holder, and receives Holder's approval of, a tree harvest and forest management plan (the "Forest Management Plan").
- 3.15.2. Owner shall contact Holder prior to preparation of the Forest Management Plan to obtain the required information to be included in any such Plan. Without limitation of the foregoing, the Forest Management Plan must address and provide detailed information regarding: the location of harvesting activity, wetland delineation within the harvest area, harvesting plans and protocols, road locations and design standards, erosion control measures, and replanting plans and schedule.
- 3.15.3. The Forest Management Plan must be prepared at Owner's expense by qualified natural resource personnel who are experienced in the preparation of forest management plans.
- 3.15.4. The purpose of the Forest Management Plan and the tree cutting and removal described therein must be as follows: (a) abatement of disease; (b) abatement of insect infestation; (c) protection of habitat for exceptionally rare species in existing forest; (d) avoidance of water pollution from forestry activities, erosion or sedimentation; (e) protection of the Conservation Values and fulfillment of the Conservation Purposes; and (f) promotion of sustainable forestry or conversion of planted pine forest to other natural habitat conditions.

3.16. Tree Cutting. Cutting, removal or destruction of trees shall be permitted upon or within the Conservation Area only under the following conditions:

- 3.16.1. A live tree that has been damaged or disturbed by forces of nature may be cut if such tree presents a threat of injury to persons or property or blocks a trail, road or other means of access to any part of the Conservation Area. Once cut, the tree shall be allowed to remain in its fallen location unless such location presents a threat of injury to persons or property or blocks a trail, road or other means of access to any part of the Conservation Area.
- 3.16.2. Early successional tree species may be selectively removed for the purpose of preserving areas of meadow that existed as meadow on the date of this Conservation Easement.

3.17. Signs. Owner may install a reasonable number of signs of the following types:

- 3.17.1. regulatory or directional signs including, for example but not for limitation of the foregoing, "no trespassing" signs, "no gunning" signs, or "no hunting" signs;
- 3.17.2. "for sale," "for rent," and like signs;
- 3.17.3. signs stating the common name of the Conservation Area, the names and addresses of the occupants or both;
- 3.17.4. signs advertising or directing participants to an activity permitted under the provisions of this Conservation Easement;
- 3.17.5. signs identifying the interest of Owner or Holder in the Conservation Area; and
- 3.17.6. signs educating the public as to the ecology of the area.

Notwithstanding the foregoing, any sign that is greater than sixteen square feet in surface area and visible from any public road or waterway accessible to the public and from which is offered a scenic view into the Conservation Area shall be prohibited unless such sign shall have no material adverse effect upon the Conservation Purposes and such sign is approved in writing by Holder.

- 3.18. Temporary Staging of Dirt. Subject to the approval of Holder, Owner may use the Conservation Area for the temporary staging of dirt for construction activities on the adjacent property of Owner. As part of the approval process, Holder may require a restoration plan for that portion of the Conservation Area affected by the temporary staging of dirt.
- 3.19. Oil or Gas Extraction. Owner may install Structures for the removal of oil or gas from under the Conservation Area provided that the Structures and all methods of mining shall have no more than a limited, localized impact on the Conservation Area and shall not be irremediably destructive of significant conservation interests or the Conservation Values or be contrary to the Conservation Purposes. Without limitation of the foregoing, any production facilities shall be concealed or compatible with existing topography and landscape and surface alteration shall be restored to its original state. Owner shall provide to Holder plans for its installation and land disturbance in such reasonable detail as Holder may require and shall obtain Holder's approval in respect to conformance with the foregoing prior to any land disturbance or construction.
- 3.20. Maintenance of Roads, Trails, Etc. Owner may maintain in passable condition the Structures, roads, trails or walkways existing within the Conservation Area at the date of this Conservation Easement, or if applicable, constructed pursuant to this Article 3. Included within this right of maintenance, without limitation, are: the right to prune trees or other vegetation which threaten the safety of persons who may use or

maintain the road, trail or walkway; the right to install or apply materials necessary to correct or impede erosion; grading of earth to maintain a passable condition or to control or impede erosion; replacement of existing culverts, water control structures and bridges; and maintenance of roadside ditches. Notwithstanding the foregoing, subject to the strict approval of Holder, trails or dirt roads on the Conservation Area as of the date of this Conservation Easement may be paved in areas of steep slopes with an impervious surface, such as asphalt pavement, in order to control erosion and provide for safe travel so long as it is determined that any such road cannot be maintained in a passable and safe condition with a pervious material.

3.21. Notice and Approval Before Exercise of Certain Reserved Rights. None of the Reserved Rights for which the approval of Holder is expressly required in any Section of this Article 3 may be exercised or undertaken unless Owner has first satisfied the following conditions and requirements:

- 3.21.1. Owner shall notify Holder in writing before exercising any of such Reserved Rights.
- 3.21.2. Holder must be satisfied, as evidenced by its prior written approval of Owner's proposed exercise of a Reserved Right, that any use or activity done in the exercise of the Reserved Right will meet the requirements and conditions for such Reserved Rights and will have no material adverse effect on the Conservation Purposes or on the significant environmental features of the Conservation Area described in the Baseline Documentation.
- 3.21.3. Notwithstanding anything in this Conservation Easement to the contrary, if Owner undertakes to exercise a Reserved Right or other action, without prior approval of Holder, where such approval is expressly required under this Conservation Easement, then (a) such exercise of the Reserved Right by Owner may be treated by Holder, in Holder's sole discretion, as an action that was prohibited by this Conservation Easement as fully as if the Reserved Right or other right was not contained in, or reserved to Owner under, this Conservation Easement and (b) Holder may decline to accept or consider any request for approval of an action that has already been commenced. Holder may, but shall not be obligated to, accept and consider a request for approval after a Reserved Right has been commenced or exercised by Owner. Should Holder elect, in its discretion, to decline to assert this prohibition and to waive a violation of the Conservation Easement arising solely from Owner's failure to seek and obtain Holder's approval before exercising a Reserved Right or other right where such approval is required, Holder shall not be thereby obligated to do so in any future circumstance or event and Holder's waiver shall not be construed to require any waiver in a subsequent instance.

- 3.22. Procedure for Obtaining Approval. Holder's prior written approval of the exercise of Reserved Rights for which approval of Holder is required shall be obtained, conditionally obtained or declined according to the procedure provided in this Section. At least forty-five (45) days before Owner begins, or allows, any exercise of Reserved Rights on the Conservation Area, Owner must notify Holder in writing of Owner's intentions to do so. Such notice must include plans depicting, in such detail as Holder requests, the construction or other use or activity, and location thereof, which Owner intends to undertake. Owner may also be required to present to Holder for review any applications to, and approvals or permits issued by, any governmental entity that is required for the exercise of the Reserved Right for which Holder's approval is sought. Holder may request additional information or details not provided by Owner regarding Owner's proposed exercise of Reserved Rights as Holder reasonably believes necessary to determine compliance with this Article. Holder shall have thirty (30) days from receipt of the notice or, if later, any additional information regarding the proposed use or activity requested by Holder, in which to make one of the following determinations:
- 3.22.1. Approve Owner's proposed exercise of a Reserved Right in accordance with the materials submitted by Owner. Approval on such terms shall constitute a covenant by Owner to exercise the Reserved Right solely in accordance with the notice and other information submitted to Holder; which covenant shall be enforceable by Holder as fully as if set forth in this Conservation Easement.
- 3.22.2. Approve Owner's proposed exercise of a Reserved Right in accordance with the materials submitted by Owner but subject, however, to such qualifications and conditions as Holder may impose in its notice of approval. Such qualifications and conditions shall be limited to those which Holder deems necessary to: assure compliance by Owner with any of the express covenants or restrictions of this Conservation Easement, preserve and protect the Conservation Purposes or restrict Owner's exercise of the Reserved Rights to that which Owner has represented to Holder. Approval on such terms shall constitute a covenant by Owner to exercise the Reserved Right, if at all, only in accordance with the notice and other information submitted to Holder, as modified or supplemented by the qualifications and conditions that Holder imposed; which covenant shall be enforceable by Holder as fully as if set forth in this Conservation Easement.
- 3.22.3. Decline to grant approval of Owner's proposed exercise of a Reserved Right on the basis of the notice and other materials submitted. Should Holder decline to grant approval Holder shall set forth in writing its reasons.
- 3.22.4. Holder shall not be obligated to accept or respond to any request for consent or approval of a Reserved Right if the Owner is then in violation of this Conservation Easement in any material respect.

- 3.22.5. Holder shall exercise reasonable judgment in applying the standards of review and approval for the exercise of Reserved Rights, consistent with and taking into consideration the fulfillment of the Conservation Purposes and the preservation of the Conservation Values.
- 3.23. Limits on Time To Exercise Approved Reserved Right. Unless a longer period is expressly provided in writing by Holder, any activity involving the exercise of any of the Reserved Rights approved by Holder as aforesaid shall be completed within five years after Holder's written determination of approval of the activity. If such approved activity has not been completed within such five year period then Owner must reapply for approval by Holder according to the procedure set forth in this Article. Owner may request Holder's approval of a period longer than five years and so long as such request is not, in Holder's sole judgment, inconsistent with the Conservation Purposes, such approval shall not be unreasonably withheld.
- 3.24. Repeated Requests. Owner shall be free to make further requests for approval of the exercise of Reserved Rights; provided, however, that Holder may decline to accept repetitive submissions not materially modified from prior submissions not accepted by Holder.
- 3.25. Costs and Expenses of Review and Approval. Owner shall be responsible, as a condition of the right to exercise the Reserved Rights, for payment of Holder's reasonable costs and expenses, including legal and consultant fees, associated with review of Owner's request for approval. Holder may condition consideration of a proposal for exercise of Reserved Rights upon the deposit of a sum of money with Holder to secure payment of Holder's reasonable costs of review. The time period for Holder's consideration of Owner's request shall not run until such deposit is made. To the extent that the cost of any review and approval by Holder of the exercise of a Reserved Right by Owner shall exceed \$5000, Holder shall submit a reasonably detailed budget for such review and approval process.
- 3.26. Limitation of Liability. No assurance is given that any of the above Reserved Rights for which the consent or approval of Holder is expressly required in this Conservation Easement may be exercised, in such manner as Owner might propose, without having an adverse effect on the Conservation Purposes or other significant ecological values of the Conservation Area. The foregoing procedure is established for the purpose of making that determination. The Reserved Rights for which the consent or approval of Holder is expressly required in this Conservation Easement may not be exercised unless and until Holder is satisfied that the exercise of the Reserved Right for which approval is sought, and in the manner proposed by Owner, can be done without an adverse effect on the Conservation Purposes or other significant ecological values of the Conservation Area. Owner hereby waives, for Owner, and Owner's successors, legal representatives, and assigns, to the fullest extent allowed by law, any and all right to seek or recover damages from Holder in any litigation or other legal action arising from a dispute over Holder's exercise of its rights, obligations or

interpretations under this Article 3 and agrees that the sole remedy or legal right to seek redress arising from any decision of Holder pursuant to this Article 3 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 4. HOLDER'S COVENANTS

- 4.1. Best Efforts to Enforce. Holder shall use its best efforts to enforce both the rights granted to it and the restrictions imposed upon the Conservation Area under this Conservation Easement.
- 4.2. Inability to Enforce: Procedure. If at any time Holder or any successor or assignee is unable to enforce this Conservation Easement or if Holder or any successor or assignee of Holder's rights under this Conservation Easement ceases to exist or ceases to be a "qualified organization" (as defined by Section 170(h) of the Internal Revenue Code and its corresponding regulations) and if, within a reasonable period of time after the occurrence of any of these events, Holder or any successor or assignee fails to assign all of its rights and responsibilities under this Conservation Easement to a "qualified organization" and "holder", then the rights and responsibilities under this Conservation Easement shall become vested in and fall upon another qualified organization in accordance with a proceeding before, and the order of, any court of competent jurisdiction.
- 4.3. Assignment by Holder. Notwithstanding the foregoing or anything else in this Conservation Easement to the contrary, Holder and its successors and assigns shall have the right to assign, either wholly or partially, its right, title and interest hereunder provided that the assignee is a "qualified organization" under the Code and provided that the assignee shall hold the Conservation Easement exclusively for the Conservation Purposes. The term "Holder" as used in this Conservation Easement shall mean the above-named Holder and any of its successors and assigns during such period as any such entity is the holder of the rights granted to Holder in this Conservation Easement.

ARTICLE 5. REMEDIES AND ENFORCEMENT

- 5.1. Remedies Generally. Holder shall have the right to enforce by proceedings at law or in equity each and every one of the covenants and restrictions set forth in this Conservation Easement. The foregoing shall not limit any of the rights or remedies available to Holder as specifically set forth in any law or in this Conservation Easement. Holder'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.

- 5.2. Remedy of Specific Performance. Without limitation of any other rights of Holder in this Conservation Easement, Holder'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 Easement or as otherwise may be necessary to remedy any violation of any easement, covenant, prohibition or restriction in this Conservation Easement, as Holder may elect.
- 5.3. Remedy of Damages. If Owner violates this Conservation Easement in such a manner as to cause damage to, extract or remove any trees, mineral resources, pond, wetland, stream, or other natural resource protected by this Conservation Easement, including violation resulting from failure to obtain Holder's approval, Holder shall be entitled to payment of damages in the amount of the value of the protected natural resource; provided, however, that if the natural resource effected by the Owner's violation of this Conservation Easement can be restored to its condition prior to the violation and if Owner does restore the natural resource to its condition prior to the violation within 90 days after notice of violation from Holder then Holder shall accept such restoration in lieu of damages. Holder may seek payment and recovery of such damages by any means available at law. The value of the protected natural resource shall be the greater of (a) the market value of the resource or, (b) the cost of immediate restoration of the Conservation Area and all resources to its condition prior to the violation. If such immediate restoration is not reasonably possible then the market value of the resource shall be the amount of damages. If the resource does not have a readily determinable market value then the amount of damages shall be the amount which a court having jurisdiction may determine, taking into account the importance of the resource to the fulfillment of the Conservation Purposes.
- 5.4. Rights and Remedies in Relation to Third Parties. As the owner of a real property interest under this Conservation Easement, Holder shall have the right, without limitation of any rights herein as against Owner, to assert and enforce any of the rights and remedies in this Conservation Easement against any person or entity other than Owner that engages in any action upon the Conservation Area that constitutes a violation of any of the covenants or restrictions of this Conservation Easement, whether such person or entity enters upon the Conservation Area as a tenant, guest or invitee of Owner, by an act of trespass or by any claim of right and Owner shall cooperate with Holder by joining in any action or proceeding commenced by Holder for such purpose.
- 5.5. Remedy: Failure to Pay Certain Taxes. If Owner fails to pay taxes or other governmental assessments which may become a lien on the Conservation Area or upon this Conservation Easement or the rights it represents or that it grants to Holder, Holder may, but shall have no obligation to, pay such taxes or assessments or any part thereof upon ten (10) days after sending written notice to Owner, according to any bill, statement, or estimate procured from the appropriate public office. Payment made by Holder shall become a lien on the Conservation Area in favor of Holder

upon payment by Holder and shall bear interest until Holder is paid by Owner at the rate of twelve percent (12%) per annum or at the highest rate of interest per annum as is allowed by applicable law, whichever is less.

- 5.6. Natural Events Not a Violation. Notwithstanding anything herein to the contrary, Holder shall not bring any action seeking to enforce this Conservation Easement against Owner, nor shall this Conservation Easement be considered to have been violated by Owner, as a result of any damage to the Conservation Area if such damage was solely the result of a natural event such as an earthquake or flood, wind, lightning or other storm event, including those events commonly referred to as "acts of God", or as a result of any emergency measures reasonably and prudently taken by Owner to abate or mitigate significant injury to the Conservation Area as a result of any such natural event.
- 5.7. No Third Party Rights of Enforcement. This Conservation Easement may only be enforced by Owner and Holder and no third party beneficiary rights, rights of enforcement or other rights are created or intended to be created or granted by this Conservation Easement in or to any other person or entity, any person or entity that was once an "Owner" but is no longer an owner of the Conservation Area, the public generally or any governmental authority except to the limited extent necessary to undertake an action under Section 4.2 or as required by statute (and only to the extent such statute cannot be waived by agreement of Holder and Owner).
- 5.8. Reimbursement of Expenses of Enforcement. In the event that Holder acts, after notice to Owner, to enforce this Conservation Easement or any obligation hereunder, all reasonable expenses incurred by Holder shall be charged to and paid by 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), shall be recoverable by Holder and be subject to collection by all lawful means for the collection of a debt under the law of the state in which the Conservation Area is located and shall be liens upon the Conservation Area, and collection thereof may be enforced by foreclosure and sale of the Conservation Area.
- 5.9. No Merger of Title. Notwithstanding anything to the contrary in this Conservation Easement, should Holder become an Owner of any portion of the Conservation Area, this Conservation Easement shall not merge with any interest in the Conservation Area upon conveyance to Holder and title shall be transferred subject to the continued validity and enforceability of this Conservation Easement in accordance with the laws of the State in which the Conservation Area is located. In such event the rights of Holder under this Conservation Easement as to the portion of the Conservation Area owned by Holder shall forthwith be transferred to a "qualified organization" in accordance with Section 4.3. or, if necessary, 4.2.

- 5.10. Reimbursement of Expenses of Litigation. Should Owner or anyone acting by, through, under or on behalf of Owner, commence litigation against Holder to enforce any rights hereunder or to dispute any actions or inaction of Holder, to enforce any alleged duty or obligation of Holder hereunder or to seek damages or specific performance against Holder then unless Holder 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, then Owner shall reimburse Holder on demand for all costs and expenses, including attorneys fees, reasonably incurred by Holder in its defense in such litigation. Holder shall not be considered to have acted in an arbitrary or capricious manner solely based on the fact that Holder did not or does not prevail in legal proceedings or that Holder is determined to have acted contrary to the terms of this Conservation Easement.
- 5.11. No Waiver of Rights of Enforcement. The failure of Holder to exercise any of its rights under this Conservation Easement on any occasion shall not be deemed a waiver of said rights and Holder retains the right in perpetuity to require full compliance by Owner of the covenants and restrictions in this Conservation Easement.

ARTICLE 6. GENERAL PROVISIONS

- 6.1. Owner's Association Documents. Owner shall provide to Holder any amendments to its Declaration, Bylaws or Articles of Incorporation.
- 6.2. Vesting of Real Property Interest. This Conservation Easement gives rise to a real property right and interest immediately vested in Holder. For purposes of this Conservation Easement, the fair market value of Holder'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.
- 6.3. Rules of Construction and Interpretation. The parties recognize the environmental, scenic, and natural values of the Conservation Area 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 promote, protect and fulfill the Conservation Purposes and the policies and purposes of Holder. If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with the 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 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 promote, protect and fulfill the Conservation Purposes.

- 6.4. Indemnification. Each individual Owner covenants and agrees to severally indemnify, defend, reimburse, and hold harmless Holder, its directors, officers and employees from, for and against any Loss (hereinafter defined) to the extent such Loss arose from an Indemnified Cause (hereinafter defined). A "Loss" shall mean any loss, cost, liability, penalty, fine, or damage of any kind or nature whatsoever which Holder or any of its directors, officers or employees may reasonably be concluded to have suffered, paid or incurred. The term "cost" shall include, but shall not be limited to, reasonable attorneys' fees and witness and court fees. An "Indemnified Cause" shall mean any of the following: the violation or alleged violation of any law in, upon or involving the Conservation Area by Owner or anyone acting by, for, through or under the direction of Owner, including but not limited to any tenant, contractor, agent, licensee or invitee of Owner; any breach of covenants and restrictions in this Conservation Easement by Owner or anyone acting by, for, through or under the direction of Owner, including but not limited to any tenant, contractor, agent, licensee or invitee of Owner; any tax or assessment upon the Conservation Area or upon this Conservation Easement or the rights it represents or that it grants to Holder; 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 involving Owner and Holder regarding the interpretation or enforcement of this Conservation Easement as to which the interpretation or enforcement of Holder is upheld; or any lawsuit (even if initiated by Owner or Holder) or governmental administrative or law enforcement action which is commenced or threatened against Holder or any of its directors, officers or employees or to which any of the foregoing are made a party or called as a witness; but "Indemnified Cause" shall not include any cause which results from Holder's own acts which are finally determined by a court to have been the result of bad faith, negligence or willful misconduct of Holder. It is further agreed that no person shall have an indemnification obligation or liability under this Section as to any Indemnified Cause which arises entirely and solely from events which occurred after such person is no longer the legal or equitable owner of the Conservation Area or any part thereof and is no longer in possession of the Conservation Area or any part thereof (it being understood that one or more subsequent Owners shall have such indemnification, defense, reimbursement, and holding harmless obligation).
- 6.5. Responsibilities and Liabilities of Owner. Without limitation of anything herein to the contrary, Holder shall (a) have no responsibilities and shall bear no costs or liabilities of any kind related to the ownership, operations, upkeep, and maintenance of the Conservation Area and (b) have no liability for the payment of taxes, levies or assessments or other governmental or municipal charges which may become a lien on the Conservation Area or upon this Conservation Easement or the rights it represents.

- 6.6. Allocating Proceeds Following Extinguishment of Conservation Easement. It is the intention of the parties that no change in conditions, including for example but not for limitation of the foregoing changes in the use of properties adjoining or in the vicinity of the Conservation Area, will at any time or in any event result in the extinguishment of any of the covenants, restrictions or easements contained in this Conservation Easement. If, however, notwithstanding the foregoing intention, any cause or circumstance gives rise to the extinguishment of this Conservation Easement or a material term or provision hereof by judicial proceeding then Holder, on any subsequent sale, exchange or involuntary conversion of the Conservation Area, shall be entitled to a portion of the proceeds of sale equal to the greater of: (a) the Fair Market Value of this Conservation Easement (hereinafter defined) on or about the date of this Conservation Easement; or (b) Holder's Proportionate Share (hereinafter defined) of the proceeds of sale, exchange or involuntary conversion of the Conservation Area. "Fair Market Value of this Conservation Easement" shall mean the difference between (i) the fair market value of the Conservation Area as if not burdened by this Conservation Easement and (ii) the fair market value of the Conservation Area burdened by this Conservation Easement. "Holder's Proportionate Share" shall mean the fraction derived from (x) the Fair Market Value of this Conservation Easement on or about the date hereof, as a numerator, and (y) the fair market value of the Conservation Area if not burdened by this Conservation Easement, on or about the date hereof, as a denominator. "Proceeds of sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of, the Conservation Area minus the actual bona fide expenses of such transaction and an amount attributable to the improvements constructed upon the Conservation Area pursuant to the Reserved Rights hereunder, if any. All such proceeds received by Holder shall be used in a manner consistent with the purposes of this grant.
- 6.7. Allocating Proceeds of Condemnation. Whenever all or part of the Conservation Area is taken by exercise of eminent domain by public, corporate or other authority so as to abrogate the restrictions imposed by this Conservation Easement, Owner and Holder 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. All reasonable expenses incurred by Owner and Holder, including reasonable attorneys' fees, in any such action shall be paid out of the recovered proceeds. Holder shall be entitled to Holder's Proportionate Share of the recovered proceeds and shall use such proceeds in a manner consistent with the purposes of this grant. The respective rights of the Owner and Holder set forth in Section 6.5 and this Section 6.6 shall be in addition to and not in limitation of, any rights they may have in common law with respect to a modification or termination of this Conservation Easement by reason of changed conditions or the exercise of powers of eminent domain as aforesaid. To the extent that Owner is entitled to any proceeds of condemnation, Owner's proportionate share shall be divided among each Owner on a prorata basis pursuant to the terms of the recorded condominium documents.

- 6.8. Amendment or Modification of Conservation Easement. Owner and Holder recognize that circumstances could arise which would justify the modification of certain of the restrictions contained in this Conservation Easement. To this end, Holder and the legal owner or owners of the Conservation Area or, if the Conservation Area has been legally subdivided, the Owner of that portion of the Conservation Area affected by such amendment 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 Purposes; provided, however, that Holder shall have no right or power to agree to any amendments hereto that would result in this Conservation Easement failing to qualify as a qualified conservation contribution under Section 170(h) of the Internal Revenue Code and applicable regulations.
- 6.9. Covenants, Etc. Run With The Land. 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 heirs 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, whether one or more, that are the legal owners of the Conservation Area or any part thereof. The term "Holder" used in this Conservation Easement shall mean and include the above-named Holder and its successors and assigns, it being understood and agreed that any assignee of the rights of Holder hereunder must be a "qualified organization" as defined in Section 170 (h) of the Code, as amended, and shall carry out the obligations of Holder and the intent of this Conservation Easement.
- 6.10. Limitation on Owner Liability. Each Owner shall be and remain severally liable for any monetary claims resulting from breach or violation of this Conservation Easement. No person shall be liable for any breach or violation of this Conservation Easement if such breach or violation occurs after such time as that person is the legal or equitable owner of the Conservation Area or any interest therein or is in possession of the Conservation Area or any part thereof. Notwithstanding the foregoing, each Owner shall be jointly and severally liable for all claims of specific enforcement by Holder.
- 6.11. Effect On Mortgages and Other Liens. All mortgages, deeds of trust and other liens or encumbrances upon all or any part of the Conservation Area which 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.

- 6.12. Right of Conveyance Retained; Notice Required. 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 use reasonable efforts to notify Holder 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, not later than 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.
- 6.13. Managerial Control Retained by Owner. Nothing in this Conservation Easement shall be construed as giving rise to any right or ability of Holder to exercise physical or managerial control over day-to-day operations of the Conservation Area, or any of 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.
- 6.14. Compliance With Law. 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.
- 6.15. Public Access Not Created. Nothing in this Conservation Easement shall be construed to create any right of access to the Conservation Area by the public.
- 6.16. Notice to Holder. All notices required of Owner under the terms of this Conservation Easement, and all requests for the consent or approval of Holder, shall be in writing shall be deemed to have been given when either served personally or sent by certified mail, with return receipt requested and postage prepaid, addressed to Holder at the address set forth on the first page of this Conservation Easement or such other address provided by notice from Holder or Owner to the other for the purpose.
- 6.17. Notice to Owner. Owner shall appoint a representative party or a committee of no more than three (3) persons that would be Holder's primary contact with respect to Owners requests for approval, notifications regarding violations and infringements of this Conservation Easement. All notices to Owner under the terms of this Conservation Easement shall be deemed to have been given when either served personally or sent by certified mail, with return receipt requested and postage prepaid, addressed to Owner's representative party or committee.
- 6.18. Headings. The underlined headings preceding the Sections in this Conservation Easement are intended for convenience of reference only and shall not be applied in the construction or interpretation of the substance of this Conservation Easement nor shall any such headings be construed to add to, detract from or otherwise alter the

substance, meaning, force or effect of any of the Sections in this Conservation Easement.

- 6.19. Availability or Amount Of Tax Benefits. Holder 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. This donation is not conditioned upon the availability or amount of any such deduction, credit or other benefit. Holder 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 Holder or any legal counsel, accountant, financial advisor, appraiser or other consultant of Holder. 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 involving Owner or Owner's successors or assigns or other similar matter then Holder shall be reimbursed and indemnified for any cost or expense of any kind or nature whatsoever incurred by Holder in responding or replying thereto.
- 6.20. Warranties and Representations of Owner. By signing this Conservation Easement, Owner acknowledges, warrants and represents to Holder that:
- 6.20.1. Owner has received and fully reviewed the Baseline Documentation in its entirety.
- 6.20.2. The Baseline Documentation includes, among other things:
- Naturalist's Report on the Conservation Area.
 - Environmental Conditions Map of the Conservation Area.
 - Photographs of current site conditions on the Conservation Area.
 - Narrative description of the significant ecological and other conservation values and characteristics of the Conservation Area.
 - Topographic map of the Conservation Area
- 6.20.3. The Baseline Documentation is an accurate representation of the condition of the Conservation Area.
- 6.20.4. Owner has been represented by counsel of Owner's selection, and fully understands that Owner is hereby permanently relinquishing property rights which would otherwise permit Owner to have a fuller use and enjoyment of the Conservation Area.
- 6.20.5. The undersigned individual or individuals signing as or on behalf of Owner has all legal authority to enter into this Conservation Easement and perform all of the obligations of Owner hereunder, as the binding act of Owner.



20071228000582200 25/76 \$278.00
Shelby Cnty Judge of Probate, AL
12/28/2007 01:33:50PM FILED/CERT

6.20.6. Owner is seized of the Conservation Area in fee simple title. Owner has the right to grant and convey this Conservation Easement. The Conservation Area is free and clear of any and all liens and encumbrances except liens for taxes not yet due and payable and mortgage or deed of trust liens that are subordinate to this Conservation Easement by virtue of the executed form of Joinder and Consent of Lienholder attached hereto and incorporated herein.

6.21. Governing Law. This Conservation Easement shall be governed by and construed under the law of the state in which the Conservation Area is located.

TO HAVE AND TO HOLD the easements and rights set forth in this Conservation Easement unto Holder, its successors and assigns, for its own use and benefit forever.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Holder have executed this Conservation Easement as of the day and year first above written:

NORTH AMERICAN LAND TRUST
a non-profit corporation

Attest: *Paul J. Hall*
VICE PRESIDENT

By: *Andrew L. Johnson* [Seal]
Andrew L. Johnson, President

STATE OF PENNSYLVANIA :
COUNTY OF CHESTER :

On this, the 11th day of December, 2007, before me, a Notary Public in and for the State of Pennsylvania, the undersigned officer, personally appeared Andrew L. Johnson, who acknowledged himself to be the President of North American Land Trust, a Pennsylvania Non-Profit Corporation, and that he as such officer, being authorized to do so, executed the foregoing conservation easement for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal) *Karen M. Mazza*
Notary Public
My commission expires: AUG 22, 2010

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Karen M. Mazza, Notary Public
Pennsbury Twp., Chester County
My Commission Expires Aug. 22, 2010
Member, Pennsylvania Association of Notaries

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 12th
day of December, 2007.

Pumpkin Hollow Development Corp.

By: Mary F. Roensch
Name: **Mary F. Roensch**
Title: **President**

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mary F. Roensch, whose name as President of Pumpkin Hollow Development Corp., an Alabama corporation, 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, she, as such President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 27 day of December, 2007.

Crystal X Hett
Notary Public
My Commission Expires: 9/29/2008

Mary F. Roensch
Mary F. Roensch

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

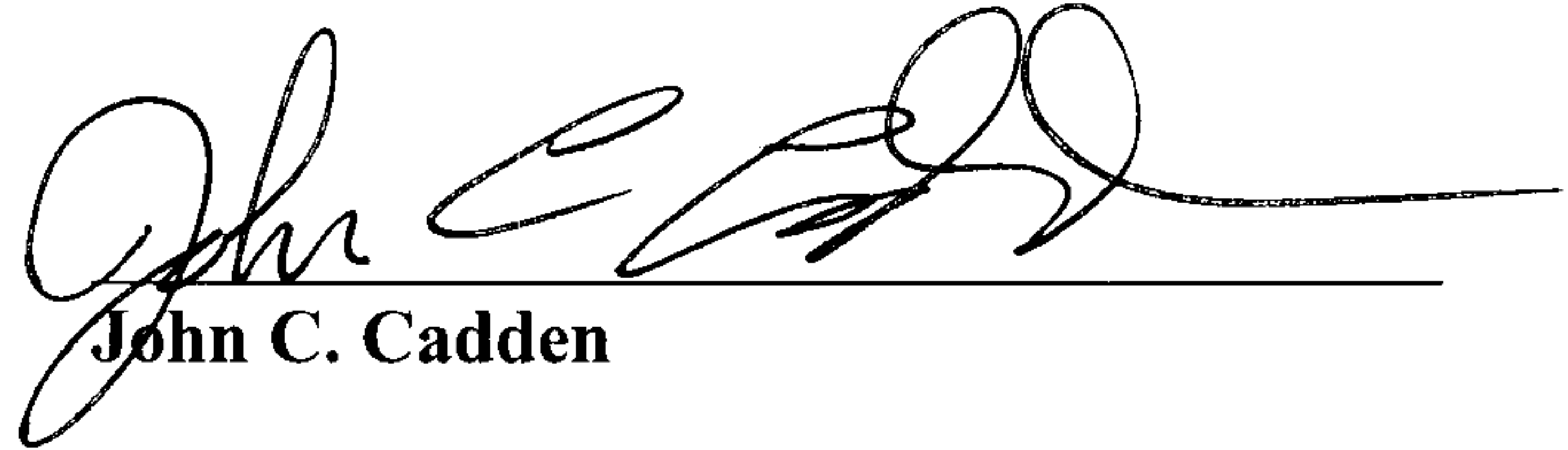
I, the undersigned Notary Public for the State of Alabama, do hereby certify that Mary F. Roensch, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27 day of
December, 2007.

Crystal X Hett
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 12
day of December, 2007.


John C. Cadden

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said State and County,
hereby certify that John C. Cadden, whose name is signed to the foregoing Power of Attorney,
and who is known to me, acknowledged before me on this day that, being informed of the
contents of said instrument, he executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this 27 day of December,
2007.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 12th
day of December, 2007.

Still Hunter, Jr. by John C. Cadden
Still Hunter, Jr. by John C. Cadden, his
Attorney-in-Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Still Hunter, Jr., is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

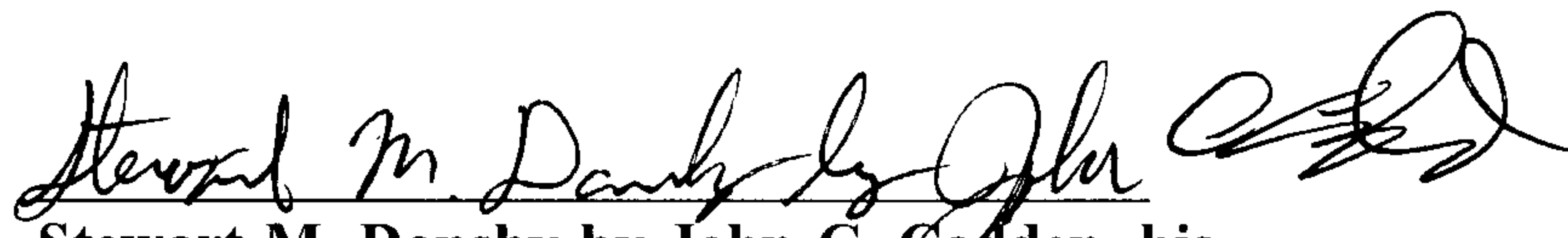
Given under my hand and office seal this the 27 day of December, 2007.

Crystal L. Hitt
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 12th
day of December, 2007.


Stewart M. Dansby by John C. Cadden, his
Attorney-in-Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Stewart M. Dansby, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

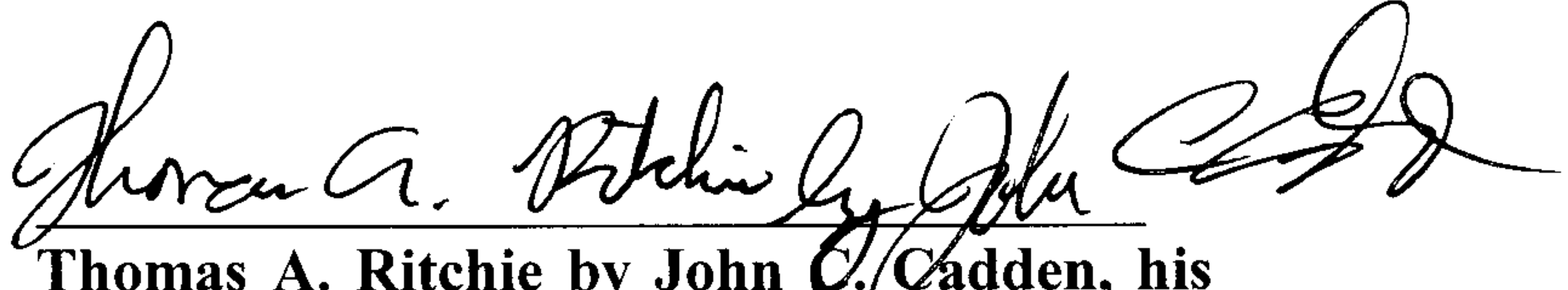
Given under my hand and office seal this the 27th day of
December, 2007.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 12th
day of December, 2007.


Thomas A. Ritchie by John C. Cadden, his
Attorney-in-Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Thomas A. Ritchie, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

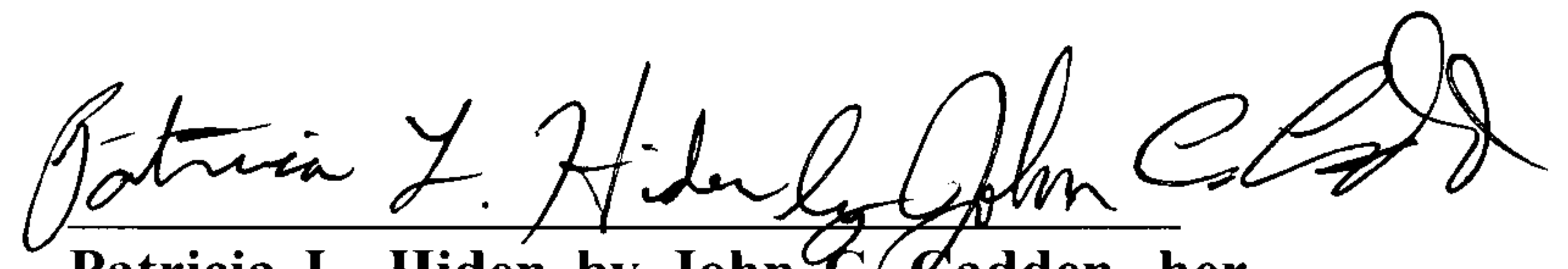
Given under my hand and office seal this the 27 day of
December, 2007.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

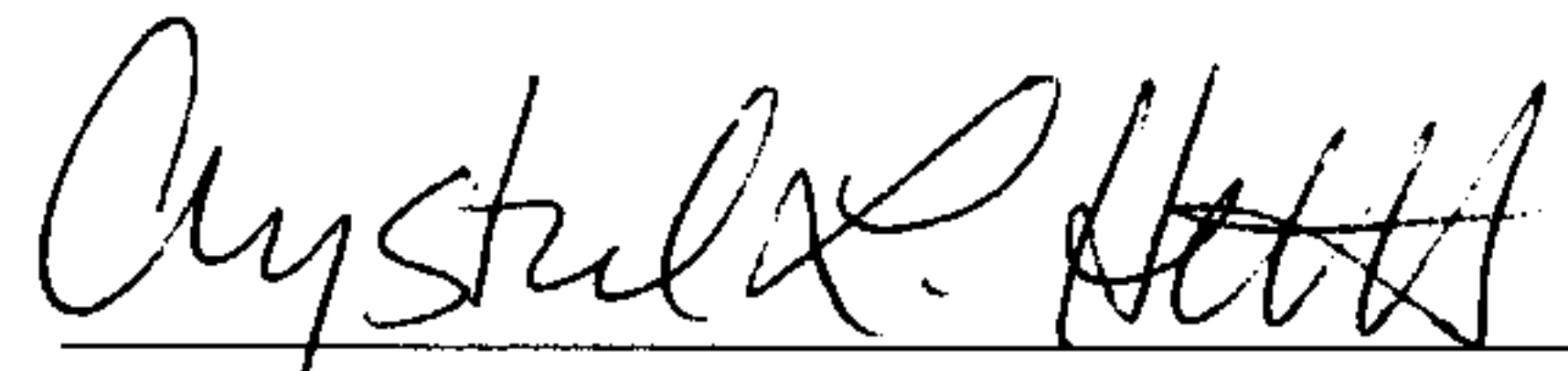
IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 12th
day of December, 2007.


Patricia L. Hiden by John C. Cadden, her
Attorney-in-Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

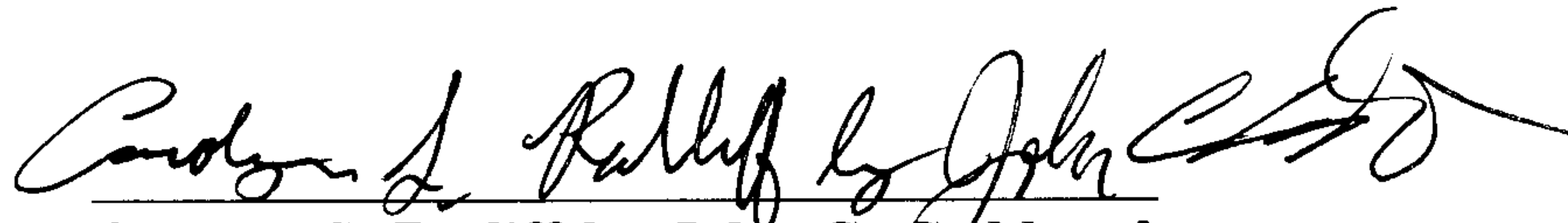
I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Patricia L. Hiden, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of
December, 2007.


NOTARY PUBLIC
MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 12th
day of December, 2007.


Carolyn S. Ratliff by John C. Cadden, her
Attorney-in-Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Carolyn S. Ratliff, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of
December, 2007.


NOTARY PUBLIC

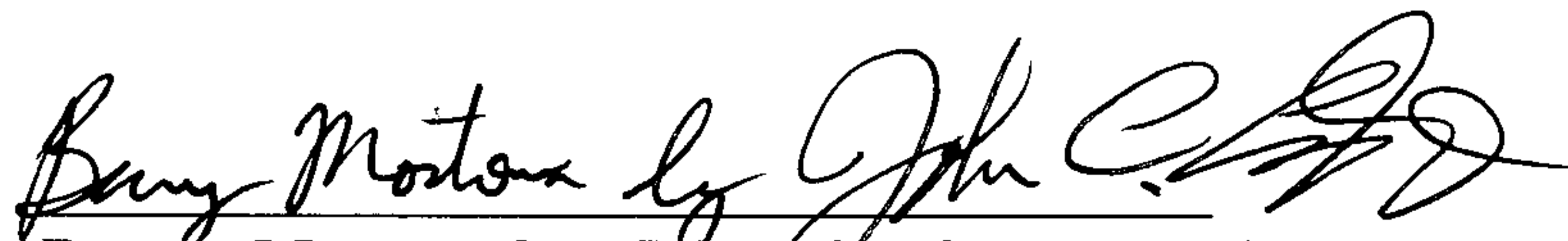
MY COMMISSION EXPIRES: 9/29/2008

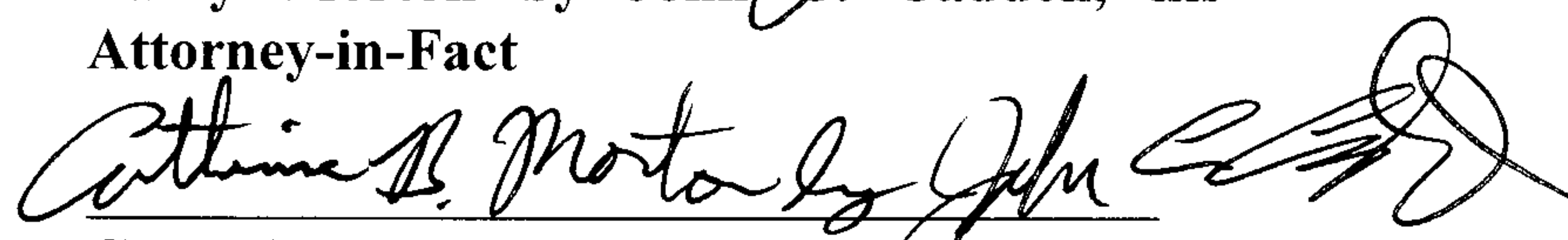
-The Remainder of this Page Intentionally Left Blank-



20071228000582200 34/76 \$278.00
Shelby Cnty Judge of Probate, AL
12/28/2007 01:33:50PM FILED/CERT

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the
12th day of December, 2007.


Barry Morton by John C. Cadden, his
Attorney-in-Fact


Catherine B. Morton by John C. Cadden,
her Attorney-in-Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Barry Morton and Catherine B. Morton, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of
December, 2007.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the
12th day of December, 2007.

Hartwell Davis, Jr. by John C. Cadden, his
Attorney-in-Fact
Martha P. Davis by John C. Cadden, her
Attorney-in-Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Hartwell Davis, Jr. and Martha P. Davis, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of
December, 2007.

Cynthia A. Hett
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-



20071228000582200 36/76 \$278.00
Shelby Cnty Judge of Probate, AL
12/28/2007 01:33:50PM FILED/CERT

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 6th
day of December, 2007.

Cynthia T. Harsh, by John C. Cadden, her
Attorney-in-Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Cynthia T. Harsh, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

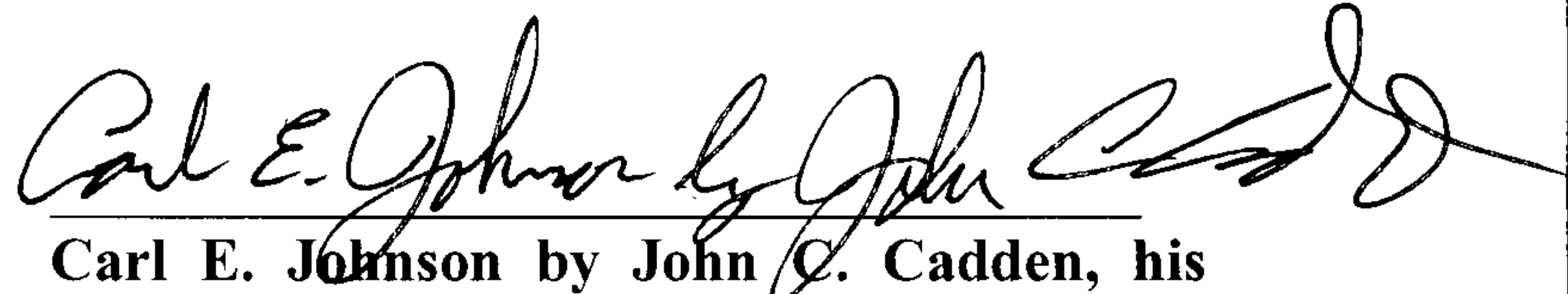
Given under my hand and office seal this the 27th day of
December, 2007.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 27th
day of December, 2007.


Carl E. Johnson by John C. Cadden, his
Attorney-in-Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Carl E. Johnson, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of
December, 2007.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-



20071228000582200 38/76 \$278.00
Shelby Cnty Judge of Probate, AL
12/28/2007 01:33:50PM FILED/CERT

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the
17th day of December, 2007.

Gregory E. Keyes by John C. Cadden
Gregory E. Keyes by John C. Cadden, his
Attorney-in-Fact

Rebecca B. Keyes by John C. Cadden
Rebecca B. Keyes by John C. Cadden, her
Attorney-in-Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Gregory E. Keyes and Rebecca B. Keyes, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of
December, 2007.

Crystal L. Hitt
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 12th
day of December, 2007.

Lee Weathers by John C. Cadden
Lee Weathers by John C. Cadden, his
Attorney-in-Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Lee Weathers, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of
December, 2007.

Crystal A. Hottel
NOTARY PUBLIC

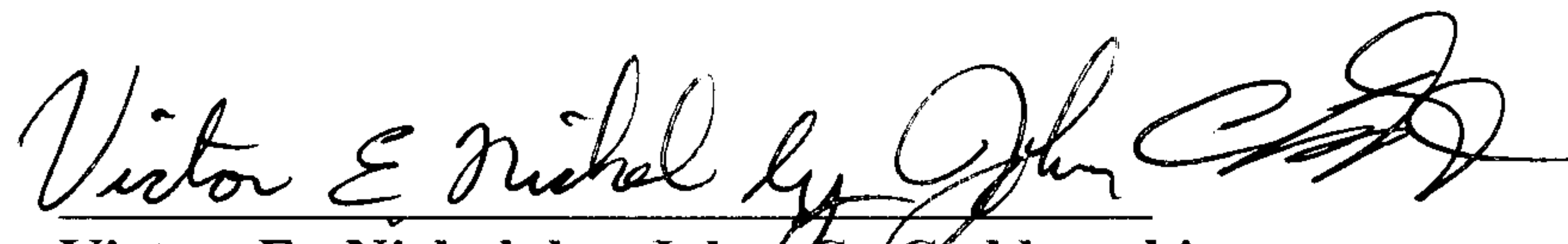
MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

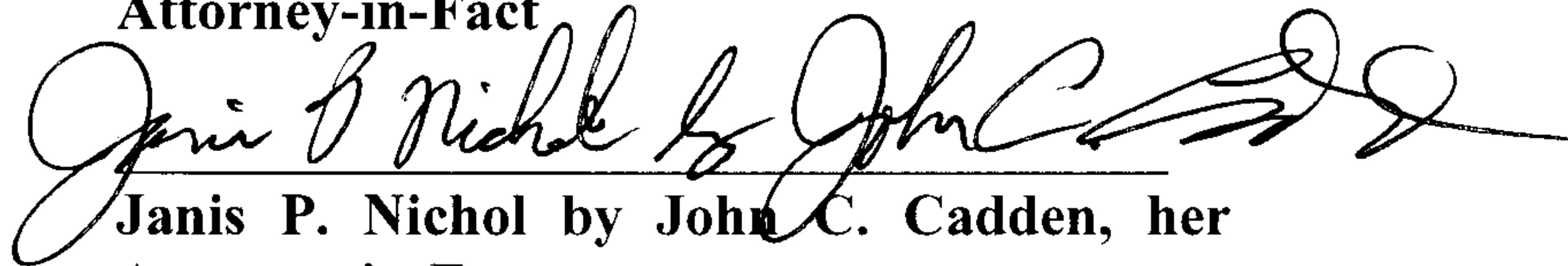


20071228000582200 40/76 \$278.00
Shelby Cnty Judge of Probate, AL
12/28/2007 01:33:50PM FILED/CERT

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the
12th day of December, 2007.



**Victor E. Nichol by John C. Cadden, his
Attorney-in-Fact**



**Janis P. Nichol by John C. Cadden, her
Attorney-in-Fact**

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Victor E. Nichol and Janis P. Nichol, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of
December, 2007.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

12th day of December, 2007. **IN WITNESS WHEREOF**, we have hereunto set our hands and seals, this the

Benny M. LaRussa Sr. by John C. Cadden

**Benny M. LaRussa, Sr. by John C. Cadden,
his Attorney-in-Fact**

Anne B. LaRussa by John C. Cadden

**Anne B. LaRussa by John C. Cadden, her
Attorney in Fact**

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Benny M. LaRussa, Sr. and Anne B. LaRussa, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of December, 2007.

Crystal L. Hitt

NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 12th
day of December, 2007.

Francis H. Crockard Jr. by John C. Cadden
Francis H. Crockard, Jr. by John C.
Cadden, his Attorney in Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Francis H. Crockard, Jr., is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

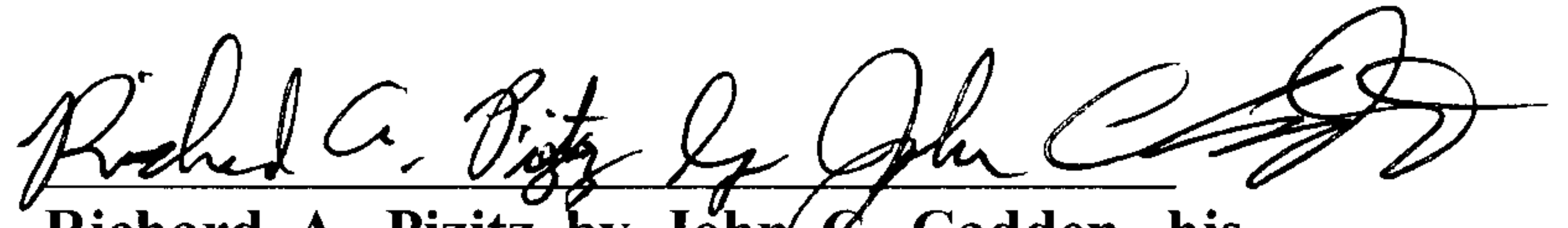
Given under my hand and office seal this the 27th day of
December, 2007.

Crystal P. Hottel
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 12th
day of December, 2007.


Richard A. Pizitz by John C. Cadden, his
Attorney in Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Richard A. Pizitz, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of
December, 2007.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-



20071228000582200 44/76 \$278.00
Shelby Cnty Judge of Probate, AL
12/28/2007 01:33:50PM FILED/CERT

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the
12th day of December, 2007.

Wayne N. Hoar by John C. Cadden
Wayne N. Hoar by John C. Cadden, his
Attorney in Fact

Kathryn J. Hoar by John C. Cadden
Kathryn J. Hoar by John C. Cadden, her
Attorney in Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Wayne N. Hoar and Kathryn J. Hoar, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of
December, 2007.

Amy L. Hottel
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 12th
day of December, 2007.

Valerie T. Sarver by John C. Cadden
Valerie T. Sarver by John C. Cadden, her
Attorney in Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Valerie T. Sarver, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of
December, 2007.

Crystal L. Hottel
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the
12th day of December, 2007.

Frank G. Mapes by John C. Cadden

Frank G. Mapes by John C. Cadden, his
Attorney in Fact

Leslie O. Mapes by John C. Cadden

Leslie O. Mapes by John C. Cadden, her
Attorney in Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Frank G. Mapes and Leslie O. Mapes, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of
December, 2007.

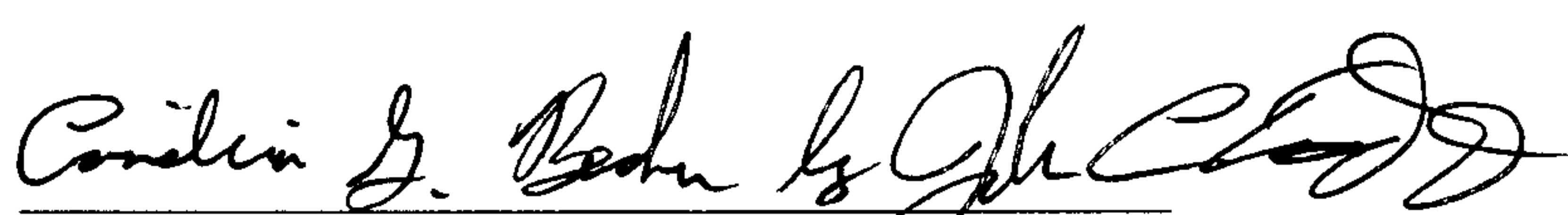
Crystal A. Hitt

NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 12th
day of December, 2007.


Camelia G. Becker by John C. Cadden, her
Attorney in Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Camelia G. Becker, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of
December, 2007.


NOTARY PUBLIC

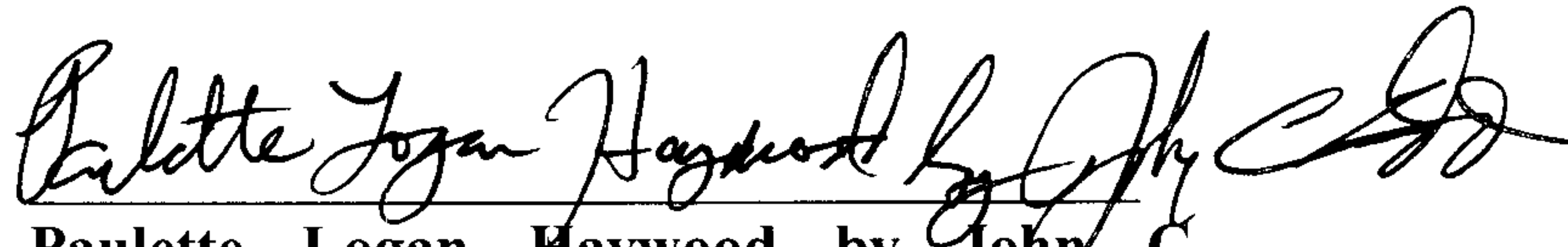
MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-



20071228000582200 48/76 \$278.00
Shelby Cnty Judge of Probate, AL
12/28/2007 01:33:50PM FILED/CERT

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 12th
day of December, 2007.


Paulette Logan Haywood by John C.
Cadden, her Attorney in Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Paulette Logan Haywood, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

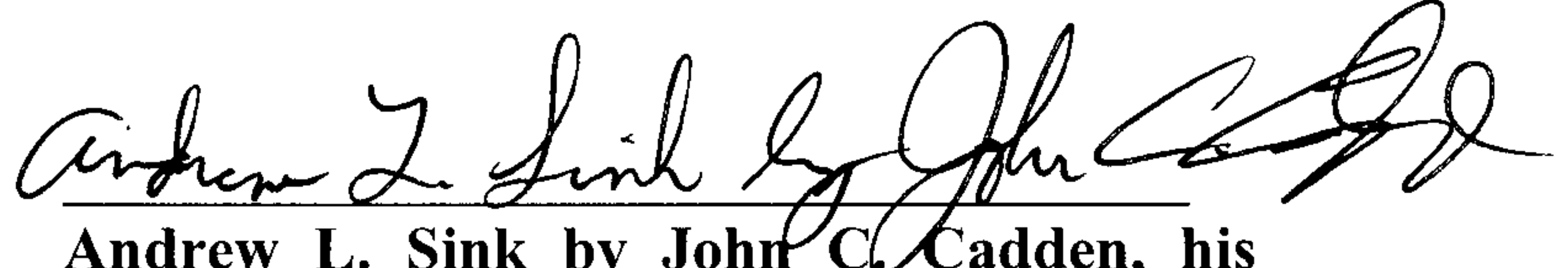
Given under my hand and office seal this the 27th day of
December, 2007.


NOTARY PUBLIC

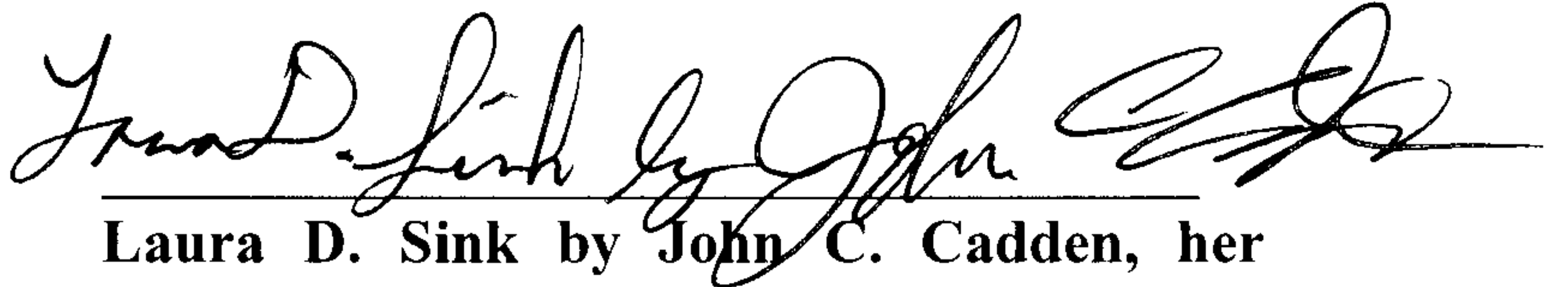
MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the
12th day of December, 2007.



Andrew L. Sink by John C. Cadden, his
Attorney in Fact



Laura D. Sink by John C. Cadden, her
Attorney in Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Andrew L. Sink and Laura D. Sink, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

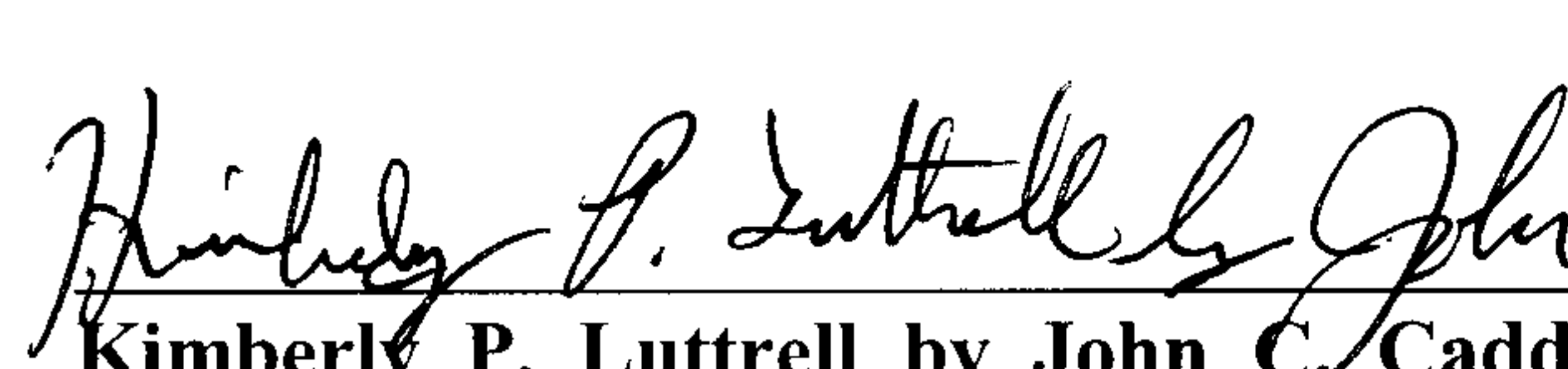
Given under my hand and office seal this the 27th day of
December, 2007.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 12th
day of December, 2007.


Kimberly P. Luttrell by John C. Cadden,
her Attorney in Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Kimberly P. Luttrell, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

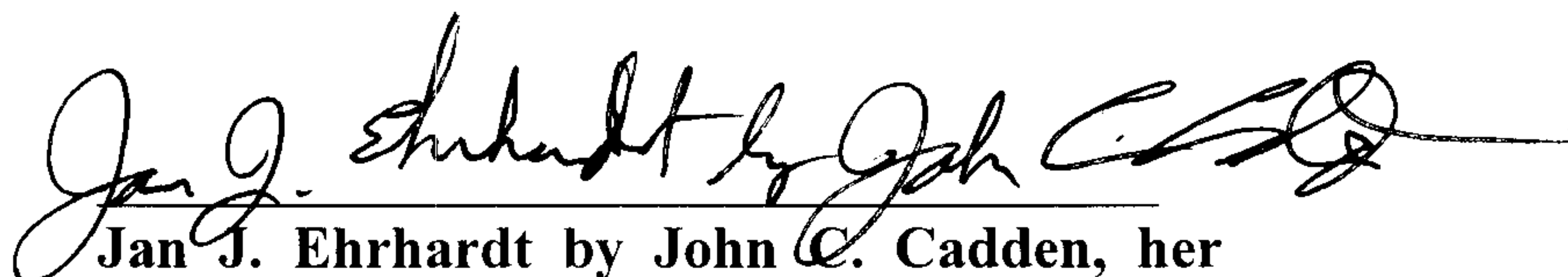
Given under my hand and office seal this the 27th day of
December, 2007.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 12th
day of December, 2007.


Jan J. Ehrhardt by John C. Cadden, her
Attorney in Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Jan J. Ehrhardt, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of
December, 2007.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the
12^m day of December, 2007.

John P. Scott Jr. by John C. Cadden
John P. Scott, Jr. by John C. Cadden, his
Attorney in Fact

Mary H. Scott by John C. Cadden
Mary H. Scott by John C. Cadden, her
Attorney in Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for John P. Scott, Jr. and Mary H. Scott, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

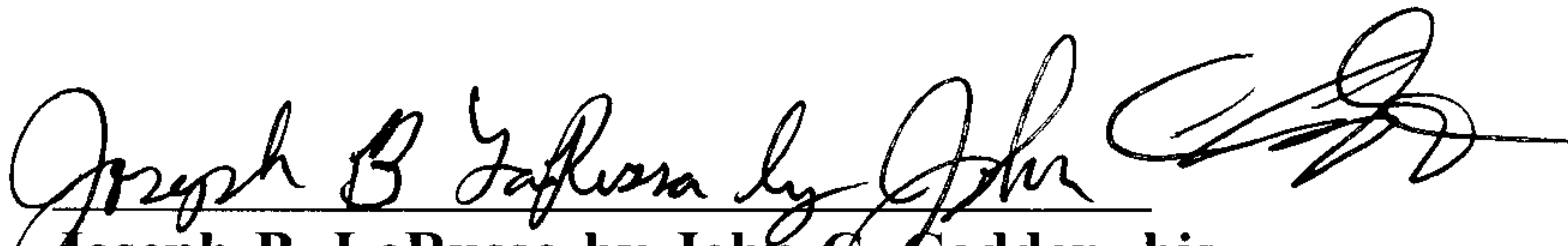
Given under my hand and office seal this the 27th day of
December, 2007.


Crystal L. Hett
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the
12th day of December, 2007.


Joseph B. LaRussa by John C. Cadden, his
Attorney in Fact


Cornelia B. LaRussa by John C. Cadden,
her Attorney in Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Joseph B. LaRussa and Cornelia B. LaRussa, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of
December, 2007.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the
17th day of December, 2007.

Thomas A. Wilson, Jr. by John C. Cadden
Thomas A. Wilson, Jr. by John C. Cadden,
his Attorney in Fact

Lynn F. Wilson by John C. Cadden
Lynn F. Wilson by John C. Cadden, her
Attorney in Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Thomas A. Wilson, Jr. and Lynn F. Wilson, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of
December, 2007.

Crystal L. Hottel
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the
12th day of December, 2007.

G. Garry Ard by John C. Cadden
G. Garry Ard by John C. Cadden, his
Attorney in Fact

Katherine L. Ard by John C. Cadden
Katherine L. Ard by John C. Cadden, her
Attorney in Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for G. Garry Ard and Katherine L. Ard, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of
December, 2007.

Crystal A. HHH
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 12th
day of December, 2007.

Thomas A. Broughton III by John C. Cadden
Thomas A. Broughton, III, by John C.
Cadden, his Attorney in Fact

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the State of Alabama, do hereby certify that John C. Cadden, whose name as Attorney in Fact for Thomas A. Broughton, III, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of
December, 2007.

Crystal L. Hett
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/29/2008

-The Remainder of this Page Intentionally Left Blank-

JOINDER AND CONSENT OF LIENHOLDER

First Commercial Bank (collectively "Lienholder"), the holder of the mortgage dated 02-04-2000 encumbering the Conservation Area in the amount of \$ 567,000 recorded at Book 2000, Page 05214 in the records of Shelby County, State of Alabama (the "Lien") hereby consents to the terms of this Conservation Easement and agrees that the Lien shall be fully subordinate to this Conservation Easement and the rights of the Holder to enforce this Conservation Easement. Without limitation of the foregoing, Lienholder agrees that, in the event of foreclosure of the Lien or a judgment obtained under the Lien or any promissory note secured thereby, the Conservation Area described in the Conservation Easement shall remain under and subject to the covenants and restrictions set forth in this Conservation Easement, as fully as if the Lien was executed, delivered and recorded after the dates of execution, delivery and recording of this Conservation Easement. This Joinder and Consent of Lienholder shall be binding upon Lienholder's successors and assignees as holders of the Lien and any amendment thereof.

First Commercial Bank

Attest: _____

By: [Signature]
Name: Lessie Brady
Title: EVP

STATE OF Alabama :
COUNTY OF Jefferson :

On this, the 27 day of December, 2007, before me, a Notary Public in and for the State of Alabama, the undersigned officer, personally appeared Lessie Brady who acknowledged himself to be the EVP of First Commercial Bank, a Corporation, and that he as such EVP, being authorized to do so, executed the foregoing Joinder and Consent of Mortgagee for the purposes therein contained by signing the name of the corporation by himself as EVP.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal)

[Signature]
Notary Public

My commission expires: YOLAND WHITE BRANTLEY
NOTARY PUBLIC

STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES SEPTEMBER 10, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

JOINDER AND CONSENT OF LIENHOLDER

SouthTrust Mortgage Corporation(COLLECTIVELY "Lienholder"), the holder of the Mortgage dated July 8, 2003 encumbering the Conservation Area in the amount of \$260,000.00 recorded at August 6, 2003 Book 20030806000510290, Page 1/24 in the records of Shelby County, State of Alabama and later rerecorded May 14, 2004 Book 20040514000255290, Page 1/25 (the "Lien") hereby consents to the terms of this Conservation Easement and agrees that the Lien shall be fully subordinate to this Conservation Easement and the rights of the Holder to enforce this Conservation Easement. Without limitation of the foregoing, Lienholder agrees that, in the event of foreclosure of the Lien or a judgment obtained under the Lien or any promissory note secured thereby, the Conservation Area described in the Conservation Easement shall remain under the subject to the covenants and restrictions set forth in this Conservation Easement, as fully as if the Lien was executed, delivered and recorded after the dates of execution, delivery and recording of this Conservation Easement. This Joinder and Consent of Lienholder shall be binding upon Lienholder's successors and assignees as holders of the lien and any amendment thereof.

SouthTrust Mortgage Corporation

By: Debora H. Stevens
Name: Debora H. Stevens
Title: V.P.

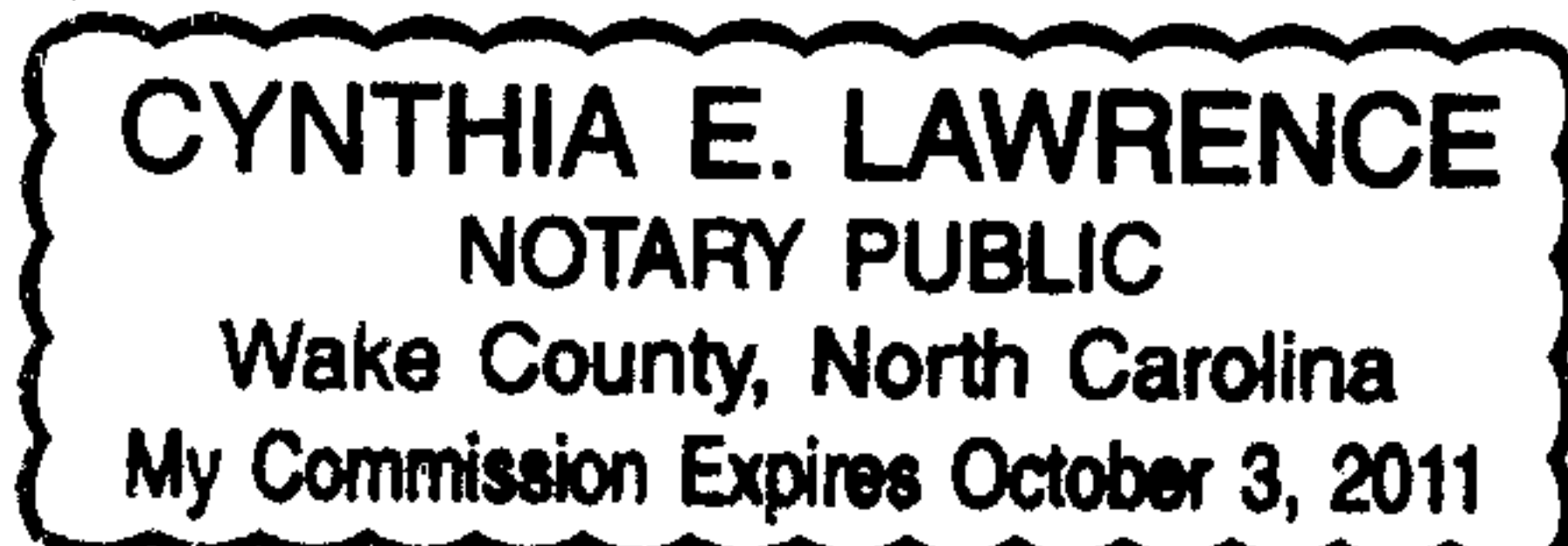
STATE OF North Carolina

COUNTY OF Wake:

On this, the 21st day of December, 2007, before me, a Notary Public in and for the State of North Carolina, the undersigned officer, personally appeared Debora H Stevens, who acknowledged himself to be the Vice President of SouthTrust Mortgage Corporation a Delaware Corporation, and that she as such Vice President, being authorized to do so, executed the foregoing Joinder and Consent of Mortgagee for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal)



Cynthia E Lawrence
Notary Public
My commission expires:

JOINDER AND CONSENT OF LIENHOLDER

Citi Mortgage, Inc (COLLECTIVELY "Lienholder"), the holder of the Mortgage dated June 29, 2001 encumbering the Conservation Area in the amount of \$ 400,000.00 recorded at Probate Court Book 18, Page 51 in the records of Shelby County, State of Alabama (the "Lien") hereby consents to the terms of this Conservation Easement and agrees that the Lien shall be fully subordinate to this Conservation Easement and the rights of the Holder to enforce this Conservation Easement. Without limitation of the foregoing, Lienholder agrees that, in the event of foreclosure of the Lien or a judgment obtained under the Lien or any promissory note secured thereby, the Conservation Area described in the Conservation Easement shall remain under the subject to the covenants and restrictions set forth in this Conservation Easement, as fully as if the Lien was executed, delivered and recorded after the dates of execution, delivery and recording of this Conservation Easement. This Joinder and Consent of Lienholder shall be binding upon Lienholder's successors and assignees as holders of the lien and any amendment thereof.

Citi Mortgage, Inc
By: [Signature]
Name: Shelley Lkess
Title: Assistant Vice President

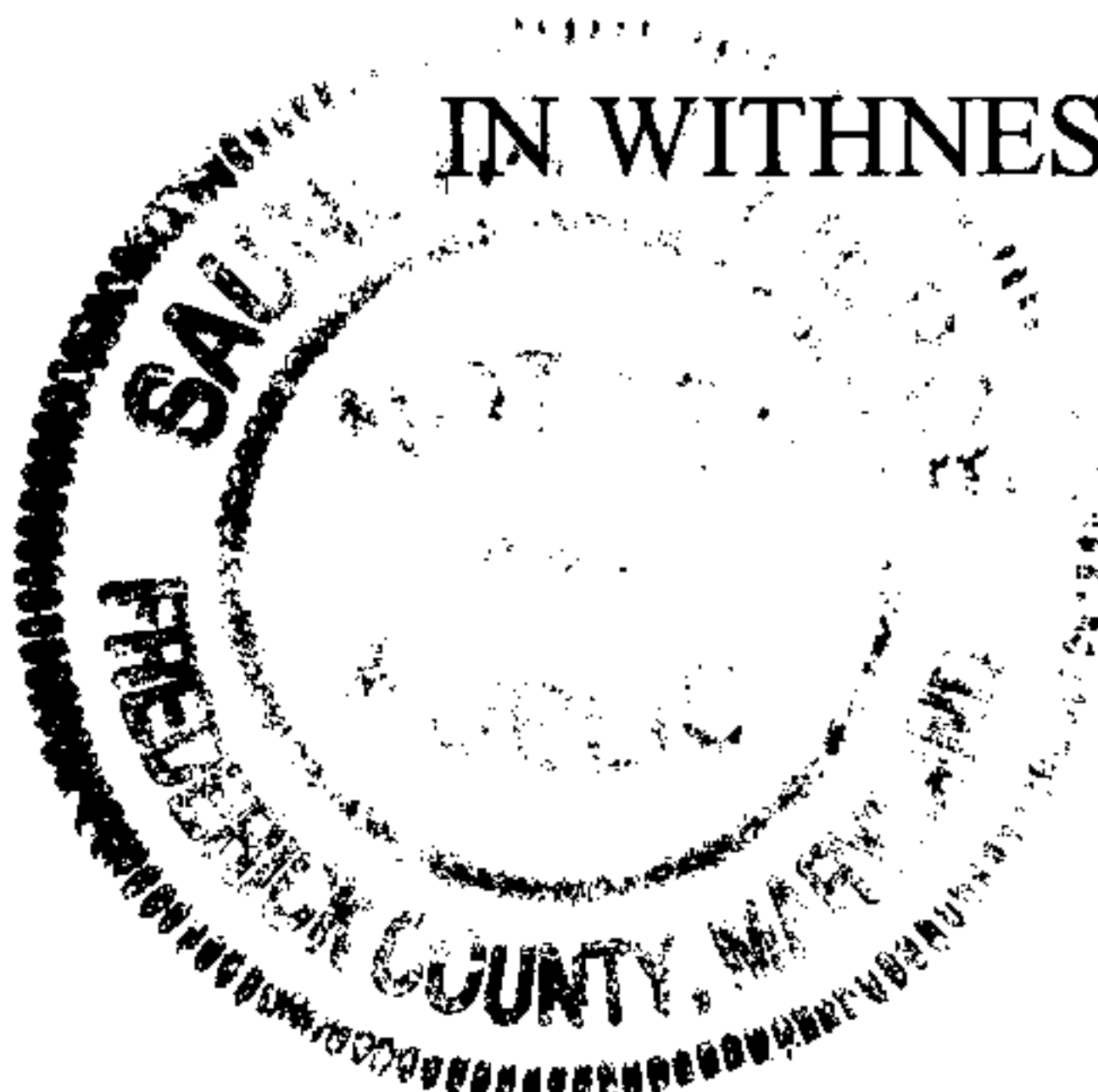
STATE OF Maryland :

COUNTY OF Frederick :

On this, the 21st day of December, 20 07, before me, a Notary Public in and for the State of Maryland, the undersigned officer, personally appeared Shelley Lkess, who acknowledged himself to be the Assistant Vice President of Citi Mortgage, Inc, a New York Corporation, and that she as such Assistant Vice President, being authorized to do so, executed the foregoing Joinder and Consent of Mortgagee for the purposes therein contained by signing the name of the corporation by her as Assistant Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal)



[Signature]
Notary Public
My commission expires: 8-9-2011

JOINDER AND CONSENT OF LIENHOLDER

CitiMortgage, Inc. ("Lienholder"), the holder of the Mortgage of John P. Scott and Mary Scott dated June 26, 2006, Instrument No. 20060629000314250, encumbering the Conservation Area in the amount of \$400,000 recorded at Probate Court, Recorded Documents, Book 18, Page 54 in the records of Shelby County, State of Alabama (the "Lien") hereby consents to the terms of the attached Conservation Easement and agrees that the Lien shall be fully subordinate to this Conservation Easement and the rights of the Holder to enforce this Conservation Easement. Without limitation of the foregoing, Lienholder agrees that, in the event of foreclosure of the Lien or a judgment obtained under the Lien of any promissory note secured thereby, the Conservation Area described in the Conservation Easement shall remain under the subject to the covenants and restrictions set forth in this Conservation Easement, as fully as if the Lien was executed, delivered and recorded after the dates of execution, delivery and recording of this Conservation Easement. This Joinder and Consent of Lienholder shall be binding upon Lienholder's successors and assignees as holders of the lien and any amendment thereof.

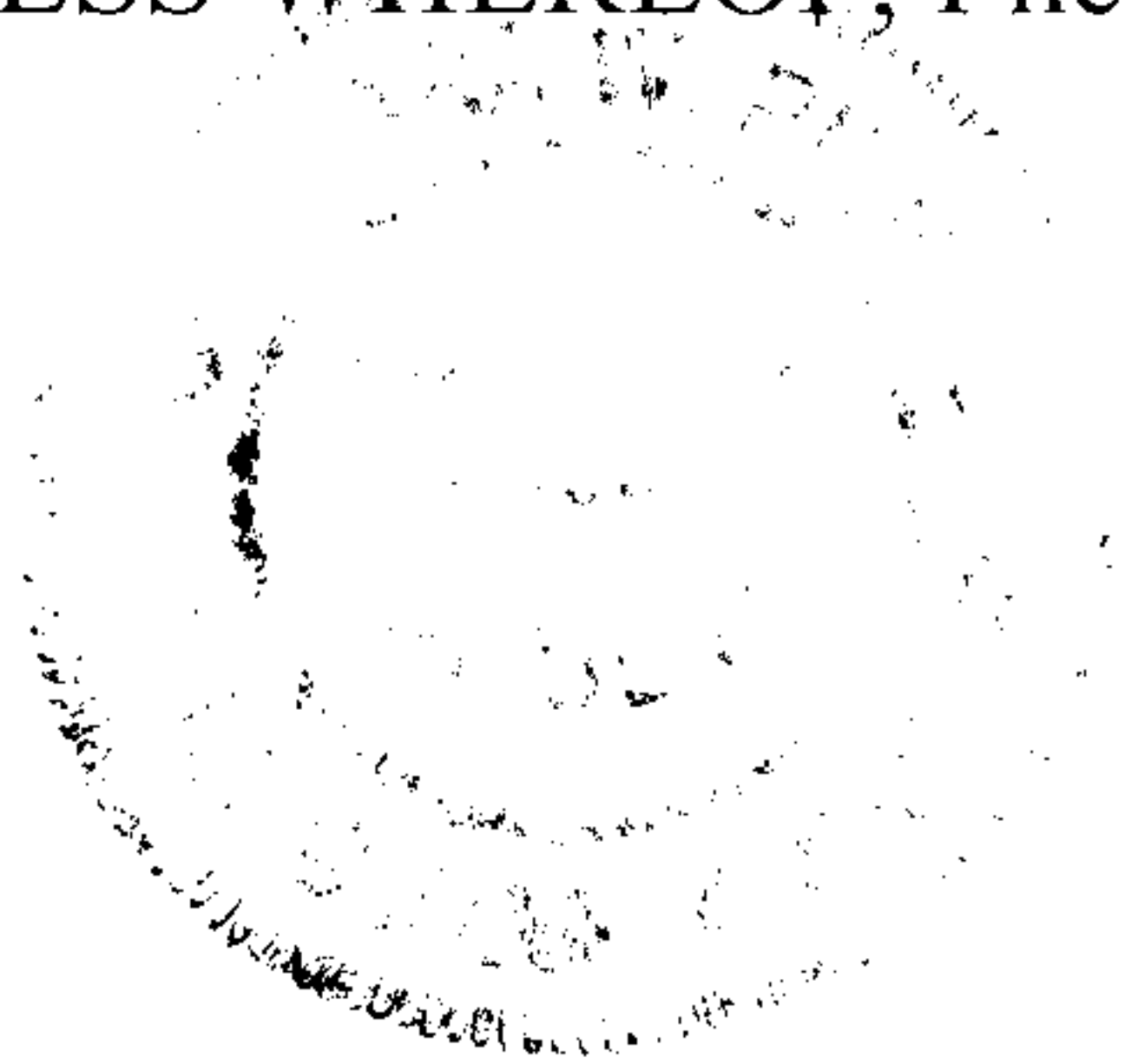
CitiMortgage, Inc
By: [Signature]
Name: Shelley L Hess
Title: Assistant Vice President

STATE OF Maryland }
COUNTY OF Frederick }

On this 21st day of December, 2007, before me a Notary Public in and for the State of Maryland, the undersigned officer, personally appeared Shelley L Hess, who acknowledged her to be the Assistant Vice President of CitiMortgage Inc, a New York Corporation, and that she as such Assistant Vice President, being authorized to do so, executed the foregoing Joinder and Consent of Mortgagee for the purposes therein contained by signing the name of the corporation by her as Assistant Vice President

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal)



[Signature]
Notary Public
My Commission Expires: 8-9-2011

JOINDER AND CONSENT OF LIENHOLDER

Mortgage Electronic Registration Systems, Inc., as a nominee for JPMorgan Chase Bank, N.A., (collectively, "Mortgagee/Lender"), the holder of the Mortgage executed by Thomas A. Wilson, Jr. and Lynn F. Wilson dated May 11, 2007, and recorded as Instrument No. 20070530000252290, in the Office of the Judge of Probate of Shelby County, Alabama, encumbering the Conservation Area in the amount of \$310,000.00, hereby joins in the execution of this Conservation Easement for the sole and limiting purpose of subordinating the rights of the Mortgagee/Lender, its successors or assigns, to the Conservation Easement and the rights of the Holder to enforce the Conservation Easement in perpetuity under the following conditions and stipulations:

1. The Mortgagee/Lender and its assignees shall have a prior claim to all insurance proceeds as a result of any casualty, hazard or accident occurring to or about the Property and all proceeds of condemnation, and shall be entitled to same in preference to Mortgagor until the Mortgage is paid off and discharged, notwithstanding that the Mortgage is subordinate in priority to the Agreement.
2. The Mortgagee/Lender or purchaser in foreclosure shall have no obligation, debt, or liability under the Conservation Easement Agreement until after the Mortgagee/Lender or a purchaser in foreclosure obtains ownership of the property. In the event of foreclosure or deed in lieu of foreclosure, the restriction is not extinguished.
3. Nothing contained in the Conservation Easement or in this Joinder and Consent of Lienholder shall be construed to give any Mortgagee/Lender the right to violate the terms of this Joinder and Consent of Lienholder by taking title to the Property by foreclosure or otherwise.

This Joinder and Consent of Lienholder shall be binding upon Lienholder's successors and assignees as holders of the lien and any amendment thereof.

**Mortgage Electronic Registration
Systems, Inc., as nominee for JPMorgan
Chase Bank, N.A.**


Mayra Rodriguez-Assistant Secretary

Date: December 19, 2007

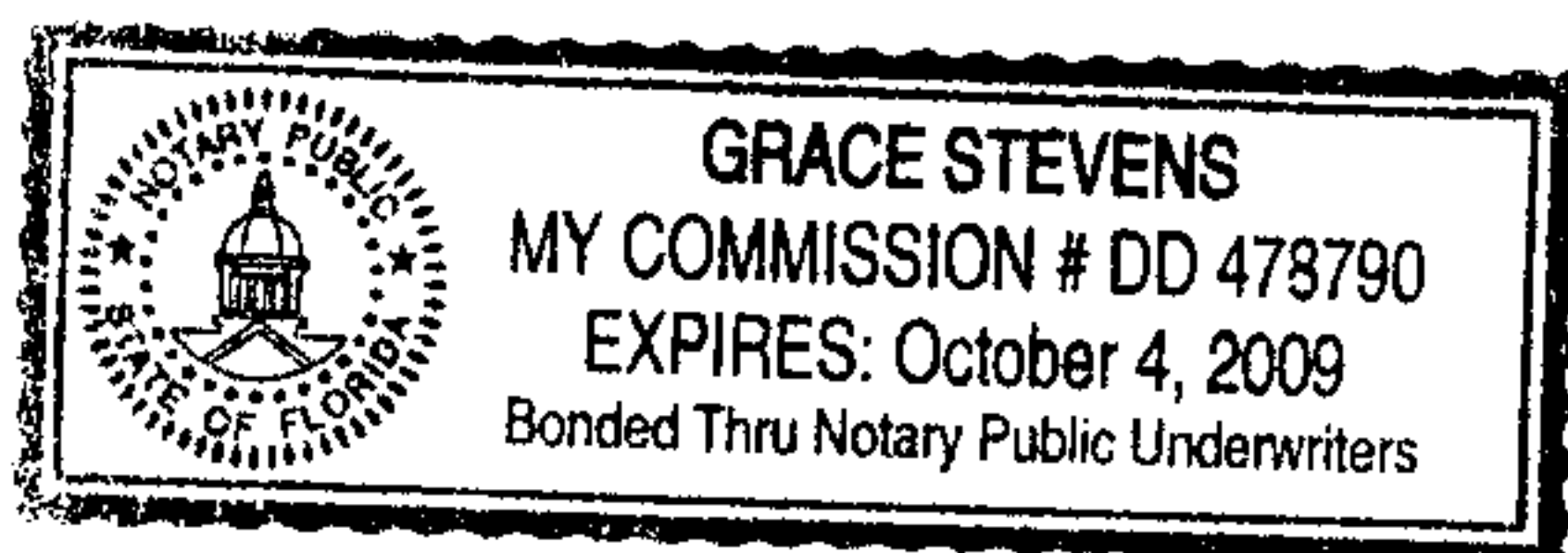
STATE OF FLORIDA :

COUNTY OF HILLSBOROUGH :

On this, the 19th day of December, 2007, before me, a Notary Public in and for the State of Florida, the undersigned officer, personally appeared Mayra Rodriguez, who acknowledged herself to be the Assistant Secretary of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, as nominee for JPMorgan Chase Bank, N.A. and that she as such Assistant Secretary, being authorized to do so, executed the foregoing Joinder and Consent of Mortgagee for the purposes therein contained by signing the name of the corporation by herself as Assistant Secretary.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal)





Notary Public: Grace Stevens
My commission expires: 10/4/2009

JOINDER AND CONSENT OF LIENHOLDER

FIRST COMMERCIAL BANK (collectively "Lienholder"), the holder of the Deed of Trust dated MAY 25, 2007 encumbering the Conservation Area in the amount of \$ 700000.00 recorded at INST. NO. XXXXXXX Page 20070702000308740 in the records of SHELBY County, State of ALABAMA (the "Lien") hereby consents to the terms of this Conservation Easement and agrees that the Lien shall be fully subordinate to this Conservation Easement and the rights of the Holder to enforce this Conservation Easement. Without limitation of the foregoing, Lienholder agrees that, in the event of foreclosure of the Lien or a judgment obtained under the Lien or any promissory note secured thereby, the Conservation Area described in the Conservation Easement shall remain under and subject to the covenants and restrictions set forth in this Conservation Easement, as fully as if the Lien was executed, delivered and recorded after the dates of execution, delivery and recording of this Conservation Easement. This Joinder and Consent of Lienholder shall be binding upon Lienholder's successors and assignees as holders of the Lien and any amendment thereof.

FIRST COMMERCIAL BANK

Attest: Diana Land

By: [Signature]
Name: RANDY BARKSDALE
Title: AVP

STATE OF ALABAMA :
:
COUNTY OF JEFFERSON :

On this, the 12TH day of DECEMBER, 2007, before me, a Notary Public in and for the State of ALABAMA, the undersigned officer, personally appeared RANDY BARKSDALE, who acknowledged himself to be the AVP of FIRST COMMERCIAL BANK, a BANKING CORPORATION, and that he as such OFFICER, being authorized to do so, executed the foregoing Joinder and Consent of Mortgagee for the purposes therein contained by signing the name of the corporation by himself as AVP.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal)

Laura J. Knight

Notary Public

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES Mar 9, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS



20071228000582200 64/76 \$278.00
Shelby Cnty Judge of Probate, AL
12/28/2007 01:33:50PM FILED/CERT

JOINDER AND CONSENT OF LIENHOLDER

Merrill Lynch Credit Corp. (COLLECTIVELY "Lienholder"), the holder of the Mortgage dated August 30, 2002 encumbering the Conservation Area in the amount of \$510,500 recorded at 20021002000476 Book Instrument No. in the records of Shelby County, State of Alabama (the "Lien") hereby consents to the terms of this Conservation Easement and agrees that the Lien shall be fully subordinate to this Conservation Easement and the rights of the Holder to enforce this Conservation Easement. Without limitation of the foregoing, Lienholder agrees that, in the event of foreclosure of the Lien or a judgment obtained under the Lien or any promissory note secured thereby, the Conservation Area described in the Conservation Easement shall remain under the subject to the covenants and restrictions set forth in this Conservation Easement, as fully as if the Lien was executed, delivered and recorded after the dates of execution, delivery and recording of this Conservation Easement. This Joinder and Consent of Lienholder shall be binding upon Lienholder's successors and assignees as holders of the lien and any amendment thereof.

PHH mortgage corp. attorney
in fact for Merrill Lynch

Credit corporation

By: 

Name: Nicole S. Jovine

Title: Asst. Vice President

STATE OF New Jersey :

COUNTY OF Burlington

On this, the 20th day of December, 20 07, before me, a Notary Public in and for the State of New Jersey, the undersigned officer, personally appeared Nicole S. Jovine, who acknowledged himself to be the Asst. Vice President of PHH mortgage Corp., a Corporation, and that he as such Asst. Vice President, being authorized to do so, executed the foregoing Joinder and Consent of Mortgagee for the purposes therein contained by signing the name of the corporation by himself as Nicole S. Jovine.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal)


Notary Public

My commission expires:

Michelle Lee Cannon
Notary Public of New Jersey
My Commission Expires May 18, 2010

JOINDER AND CONSENT OF LIENHOLDER

Regions Bank d/b/a Regions Mortgage (COLLECTIVELY "Lienholder"), the holder of the Mortgage dated January 20, 2005 encumbering the Conservation Area in the amount of \$680,000.00 recorded at Judge of Probate, Instrument Number 20050126000039630, Book —, Page — in the records of Shelby County, State of Alabama (the "Lien") hereby consents to the terms of this Conservation Easement and agrees that the Lien shall be fully subordinate to this Conservation Easement and the rights of the Holder to enforce this Conservation Easement. Without limitation of the foregoing, Lienholder agrees that, in the event of foreclosure of the Lien or a judgment obtained under the Lien or any promissory note secured thereby, the Conservation Area described in the Conservation Easement shall remain under the subject to the covenants and restrictions set forth in this Conservation Easement, as fully as if the Lien was executed, delivered and recorded after the dates of execution, delivery and recording of this Conservation Easement. This Joinder and Consent of Lienholder shall be binding upon Lienholder's successors and assignees as holders of the lien and any amendment thereof.

Regions Bank

By: James Ruzic
Name: James Ruzic
Title: VP

STATE OF Alabama
COUNTY OF Jefferson

On this, the 24 day of Dec, 20 07, before me, a Notary Public in and for the State of Alabama, the undersigned officer, personally appeared James Ruzic, who acknowledged himself to be the Vice President of Regions Bank, an Alabama Banking Corporation and that he as such Vice President, being authorized to do so, executed the foregoing Joinder and Consent of Mortgagee for the purposes therein contained by signing the name of the corporation by himself as James Ruzic.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal)


Kais C. Burgess
Notary Public
My commission expires:

MY COMMISSION EXPIRES MAY 11, 2008

JOINDER AND CONSENT OF LIENHOLDER
MIN 100020071021572812

Mortgage Electronic Registration Systems, Inc., as a nominee for Merrill Lynch Credit Corporation (Collectively "Lienholder"), the holder of the Mortgage executed by Frank G. Mapes and Leslie Mapes, recorded on August 15, 2006, encumbering the Conservation Area in the amount of \$ 416,001.00 recorded at Instrument Number 20060815000397360 in the records of Shelby County, State of Alabama (the "Lien") hereby consents to the terms of this Conservation Easement and agrees that the Lien shall be fully subordinate to this Conservation Easement and the rights of the Holder to enforce this Conservation Easement. Without limitation of the foregoing, Lienholder agrees that, in the event of foreclosure of the Lien or a judgment obtained under the Lien or any promissory note secured thereby, the Conservation Area described in the Conservation Easement shall remain under the subject to the covenants and restrictions set forth in this Conservation Easement, as fully as if the Lien was executed, delivered and recorded after the dates of execution, delivery and recording of this Conservation Easement. This Joinder and Consent of Lienholder shall be binding upon Lienholder's successors and assignees as holders of the lien and any amendment thereof.

Mortgage Electronic Registration Systems, Inc.
as nominee for Merrill Lynch Credit
Corporation

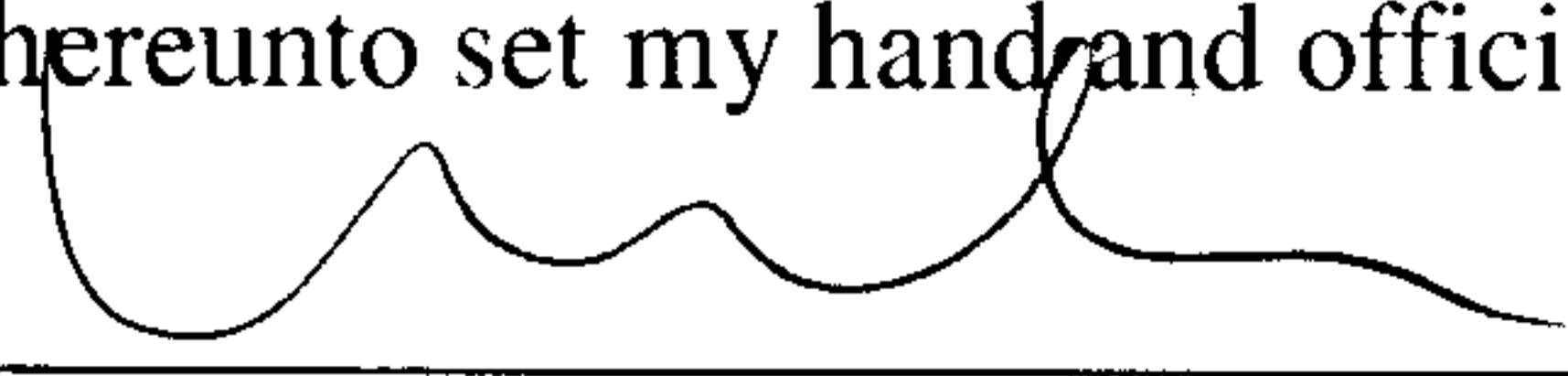
By: 
Name: Nicole S. Iovine
Title: Assist Vice President

STATE OF New Jersey
COUNTY OF Burlington

On this, the 21st day of December, 20 07, before me, a Notary Public in and for the State of New Jersey, the undersigned officer, personally appeared Nicole S. Iovine, who acknowledged himself to be the Assist Vice President of MERS as nominee for MLCC a New Jersey Corporation, and that he as such Nicole S. Iovine, being authorized to do so, executed the foregoing Joinder and Consent of Mortgagee for the purposes therein contained by signing the name of the corporation by himself as Assist Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal)


Notary Public
My commission expires:

Michelle Lee Cannon
Notary Public of New Jersey
My Commission Expires May 18, 2010

JOINDER AND CONSENT OF LIENHOLDER

First American Bank (COLLECTIVELY "Lienholder"), the holder of the Mortgage dated 11/29/04 filed for record 11/29/04, recorded in instrument 20041208000671780 in the amount of \$640,000, and the holder of the subordinate Mortgage dated June 10, 2003 filed for record July 8, 2003, recorded in Instrument 20030708000429690 in the amount of \$575,000.00, modified June 18, 2004 in instrument 20040719000399050 in the amount of \$635,000.00, and modified November 29, 2004, recorded in instrument 20050106000007930 in the amount of \$79,200.00, in the office of the Judge of Probate of Shelby County, Alabama encumbering the Conservation Area in the records of Shelby County, state of Alabama (the "Lien") hereby consents to the terms of this Conservation Easement and agrees that the Lien shall be fully subordinate to this Conservation Easement and the rights of the Holder to enforce this Conservation Easement. Without limitation of the foregoing, Lienholder agrees that, in the event of foreclosure of the Lien or a judgment obtained under the Lien or any promissory note secured thereby, the Conservation Area described in the Conservation Easement shall remain under the subject to the covenants and restrictions set forth in this Conservation Easement, as fully as if the Lien was executed, delivered and recorded after the dates of execution, delivery and recording of this Conservation Easement. This Joinder and Consent of Lienholder shall be binding upon Lienholder's successors and assignees as holders of the lien and any amendment thereof.

First American Bank

By: [Signature]
Name: Lee Riley
Title: Senior Vice President

STATE OF Alabama:
COUNTY OF Jefferson

On this, the 1~~st~~ day of December, 20 07, before me, a Notary Public in and for the State of Alabama, the undersigned officer, personally appeared Lee Riley, who acknowledged himself to be the Senior Vice President of First American Bank, a Alabama National Bancorporation Subsidiary and that he as such Senior Vice President, being authorized to do so, executed the foregoing Joinder and Consent of Mortgagee for the purposes therein contained by signing the name of the corporation by himself as Lee Riley.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal)

Cassie Elizabeth Malchus
Notary Public
My commission expires: 11/1/09



20071228000582200 68/76 \$278.00
Shelby Cnty Judge of Probate, AL
12/28/2007 01:33:50PM FILED/CERT

A parcel of land situated in Sections 17, 19, and 20, all in Township 18 South, Range 2 East, Shelby County, Alabama, being more particularly described as follows:

Beginning at the NE corner of Section 20, Township 18 South, Range 2 East, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence N00°06'33"W, a distance of 1,321.18' to the NE corner of the SE 1/4 of the SE 1/4 of Section 17, Township 18 South, Range 2 East; thence N04°29'03"E, a distance of 1,322.86' to the NE corner of the NE 1/4 of the SE 1/4 of said section 17; thence N89°57'54"W, a distance of 1,333.85' to the NW corner of the NE 1/4 of the SE 1/4 of said Section 17; thence continue westerly along said line, a distance of 172.00' to the centerline of Bear Creek; thence southwesterly along the centerline of said creek a distance of 2200' more or less (having a chord bearing S40°19'36"W and a chord distance of 1,737.38') to the north line of the SW 1/4 of the SE 1/4 of said Section 17; thence S89°53'28"W, a distance of 73.32' to the NW corner of the SW 1/4 of the SE 1/4 of said Section 17; thence S45°32'04"W, a distance of 1,898.65' to the NW corner of the NE 1/4 of the NW 1/4 of said Section 20; thence S02°14'22"E, a distance of 1,333.48' to the NW corner of the SE 1/4 of the NW 1/4 of said Section 20; thence S89°33'47"W, a distance of 1,312.85' to the NW corner of the SW 1/4 of the NW 1/4 of Said Section 20; thence S02°30'12"E, a distance of 669.59' to the NW corner of the SW 1/4 of the SW 1/4 of the NW 1/4 of said Section 20; thence S89°22'38"W, a distance of 755.24'; thence N57°03'02"W, a distance of 533.86' to the southeasterly right-of-way of Shelby County Hwy 55; thence S28°40'11"W along said right-of-way, a distance of 111.71' to a point of curve to the left having a radius of 50.00' and a central angle of 85°45'25", said curve subtended by a chord bearing S14°12'32"E and a chord distance of 68.04' and a point on the northerly right-of-way of Rocky Hollow Lane; thence southerly along the arc and leaving said County right-of-way and along said Rocky Hollow Lane a distance of 74.84'; thence S57°05'14"E along said right-of-way, a distance of 902.65' to a point of curve to the left having a radius of 275.00' and a central angle of 40°18'05", said curve subtended by a chord bearing S77°14'16"E and a chord distance of 189.47'; thence easterly along the arc and along said right-of-way a distance of 193.43'; thence N82°36'41"E along said right-of-way, a distance of 131.65' to a point of curve to the left having a radius of 175.00' and a central angle of 49°23'28", said curve subtended by a chord bearing N57°54'57"E and a chord distance of 146.23'; thence northeasterly along the arc along said right-of-way a distance of 150.86'; thence N33°13'13"E along said right-of-way, a distance of 23.26' to a point of curve to the right having a radius of 225.00' and a central angle of 31°13'05", said curve subtended by a chord bearing N48°49'46"E and a chord distance of 121.08'; thence northeasterly along the arc along said right-of-way a distance of 122.59' to a point of compound curve to the right having a radius of 2,024.94' and a central angle of 01°35'40", said curve subtended by a chord bearing N65°14'08"E and a chord distance of 56.35'; thence northeasterly along the arc along said right-of-way, a distance of 56.35'; thence N66°01'58"E along said right-of-way, a distance of 123.38' to a point of curve to the right having a radius of 125.00' and a central angle of 45°11'00", said curve subtended by a chord bearing N88°37'28"E and a chord distance of 96.04'; thence easterly along the arc along said right-of-way a distance of 98.58'; thence S68°47'01"E along said right-of-way, a distance of 372.15' to a point of curve to the right having a radius of 399.96' and a central angle of 12°35'54", said curve subtended by a chord bearing S62°29'05"E and a chord distance of

Exhibit "A"

20071228000582200 70/76 \$278.00
Shelby Cnty Judge of Probate:AL
12/28/2007 01:33:50PM FILED/CERT

87.77'; thence southeasterly along the arc along said right-of-way a distance of 87.94' to a point of reverse curve to the left having a radius of 125.00' and a central angle of 77°57'58", said curve subtended by a chord bearing N84°49'54"E and a chord distance of 157.27'; thence easterly along the arc along said right-of-way, a distance of 170.09'; thence N45°51'01"E, a distance of 103.10' to the point of curve of a non tangent curve to the left, having a central angle of 07°01'37" and a radius of 525.00', said curve subtended by a chord bearing N42°20'13"E and a chord distance of 64.35'; thence northeasterly along the arc along said right-of-way, a distance of 64.39'; thence N38°49'30"E along said right-of-way, a distance of 307.77' to a point of curve to the right having a radius of 275.00' and a central angle of 48°07'25", said curve subtended by a chord bearing N62°53'13"E and a chord distance of 224.25'; thence northeasterly along the arc along said right-of-way a distance of 230.98' to a point of reverse curve to the left having a radius of 225.00' and a central angle of 49°01'39", said curve subtended by a chord bearing N62°26'06"E and a chord distance of 186.71'; thence northeasterly along the arc along said right-of-way, a distance of 192.53'; thence N37°55'17"E along said right-of-way, a distance of 488.49' to a point of curve to the right having a radius of 225.00' and a central angle of 35°38'15", said curve subtended by a chord bearing N55°44'24"E and a chord distance of 137.70'; thence northeasterly along the arc a distance of 139.95' to a point of reverse curve to the left having a radius of 25.00' and a central angle of 75°25'09", said curve subtended by a chord bearing N35°50'57"E and a chord distance of 30.58'; thence northeasterly along the arc along said right-of-way, a distance of 32.91' to the westerly right-of-way of Pumpkin Hollow Road and to the point of curve of a non tangent curve to the right, having a central angle of 29°28'55" and a radius of 275.00', said curve subtended by a chord bearing N12°52'50"E and a chord distance of 139.95'; thence northerly along the arc and leaving said Rocky Hollow Lane right-of-way and along said Pumpkin Hollow Road right-of-way, a distance of 141.50'; thence N27°37'18"E along said right-of-way, a distance of 191.16' to a point of curve to the right having a radius of 200.00' and a central angle of 58°22'42", said curve subtended by a chord bearing N56°48'39"E and a chord distance of 195.08'; thence northeasterly along the arc along said right-of-way a distance of 203.78'; thence N86°00'00"E along said right-of-way, a distance of 69.05' to a point of curve to the left having a radius of 75.00' and a central angle of 37°29'54", said curve subtended by a chord bearing N67°15'03"E and a chord distance of 48.21'; thence northeasterly along the arc along said right-of-way a distance of 49.09'; thence N48°30'06"E along said right-of-way, a distance of 65.20' to a point of curve to the left having a radius of 100.00' and a central angle of 56°11'17", said curve subtended by a chord bearing N20°24'27"E and a chord distance of 94.18'; thence northerly along the arc along said right-of-way a distance of 98.07'; thence N07°41'11"W along said right-of-way, a distance of 211.16' to the point of curve of a non tangent curve to the right, having a central angle of 55°51'56" and a radius of 121.12', said curve subtended by a chord bearing N24°53'43"E and a chord distance of 113.48'; thence northeasterly along the arc along said right-of-way, a distance of 118.10'; thence N48°33'44"E along said right-of-way, a distance of 30.46' to the point of curve of a non tangent curve to the left, having a central angle of 49°16'04" and a radius of 185.04', said curve subtended by a chord bearing N23°55'30"E and a chord distance of 154.26'; thence northeasterly along the arc along said right-of-way, a distance of 159.11'; thence N00°39'35"W along said right-of-way, a distance of 95.00'; thence N09°28'04"W and

leaving said right-of-way, a distance of 333.44'; thence N69°57'07"E, a distance of 146.44'; thence N09°37'23"W, a distance of 291.34' to a point on the west line of lot 42 of An Amended Map of A Resurvey of Pumpkin Hollow - A Condominium as recorded in map book 18 page 54 in the Office of the Judge of Probate in Shelby County, Alabama; thence N00°20'17"E along said lot 42, a distance of 250.00'; thence N16°41'51"E along said lot 42, a distance of 400.00'; thence N54°33'03"E along said lot 42, a distance of 175.00'; thence S52°42'21"E along said lot 42, a distance of 753.38' to the NE corner of said lot 42; thence N37°51'30"E, a distance of 157.70' to a point on the lot line of lot 41 of said An Amended Map of A Resurvey of Pumpkin Hollow - A Condominium; thence N50°28'58"W along said lot 41, a distance of 94.56'; thence N53°24'42"E along said lot 41, a distance of 361.64' to the NW corner of lot 40 of said An Amended Map of A Resurvey of Pumpkin Hollow - A Condominium; thence N42°06'51"E along said lot 40, a distance of 68.49' to the north and easterly right-of-way of Pumpkin Hollow Road and to the point of curve of a non tangent curve to the right, having a central angle of 138°39'25" and a radius of 40.00', said curve subtended by a chord bearing N11°07'55"E and a chord distance of 74.85'; thence northerly along the arc along said right-of-way, a distance of 96.80' to the point of curve of a non tangent curve to the left, having a central angle of 39°53'03" and a radius of 25.00', said curve subtended by a chord bearing N60°31'23"E and a chord distance of 17.05'; thence northeasterly along the arc along said right-of-way, a distance of 17.40' to the point of curve of a non tangent curve to the right, having a central angle of 08°41'57" and a radius of 1,106.51', said curve subtended by a chord bearing N44°02'10"E and a chord distance of 167.84'; thence northeasterly along the arc along said right-of-way, a distance of 168.00'; thence N48°05'58"E along said right-of-way, a distance of 165.04' to a point of curve to the right having a radius of 275.00' and a central angle of 20°59'39", said curve subtended by a chord bearing N58°35'47"E and a chord distance of 100.20'; thence northeasterly along the arc along said right-of-way a distance of 100.76'; thence N69°05'37"E along said right-of-way, a distance of 129.24' to a point of curve to the left having a radius of 275.00' and a central angle of 19°52'38", said curve subtended by a chord bearing N59°09'18"E and a chord distance of 94.93'; thence northeasterly along the arc along said right-of-way a distance of 95.40' to a point of reverse curve to the right having a radius of 741.84' and a central angle of 47°01'39", said curve subtended by a chord bearing N72°43'48"E and a chord distance of 591.94'; thence easterly along the arc along said right-of-way, a distance of 608.89' to a point of compound curve to the right having a radius of 245.00' and a central angle of 83°37'42", said curve subtended by a chord bearing S41°56'31"E and a chord distance of 326.69'; thence southeasterly along the arc along said right-of-way, a distance of 357.60'; thence S00°07'40"E along said right-of-way, a distance of 74.42' to a point of curve to the right having a radius of 500.00' and a central angle of 08°14'36", said curve subtended by a chord bearing S03°59'38"W and a chord distance of 71.87'; thence southerly along the arc along said right-of-way a distance of 71.94'; thence S08°06'56"W along said right-of-way, a distance of 287.18' to a point of curve to the right having a radius of 775.00' and a central angle of 06°24'52", said curve subtended by a chord bearing S11°19'22"W and a chord distance of 86.72'; thence southerly along the arc along said right-of-way a distance of 86.76'; thence S14°31'48"W along said right-of-way, a distance of 146.83' to a point of curve to the left having a radius of 100.00' and a central angle of 34°53'36", said curve

Exhibit "A"

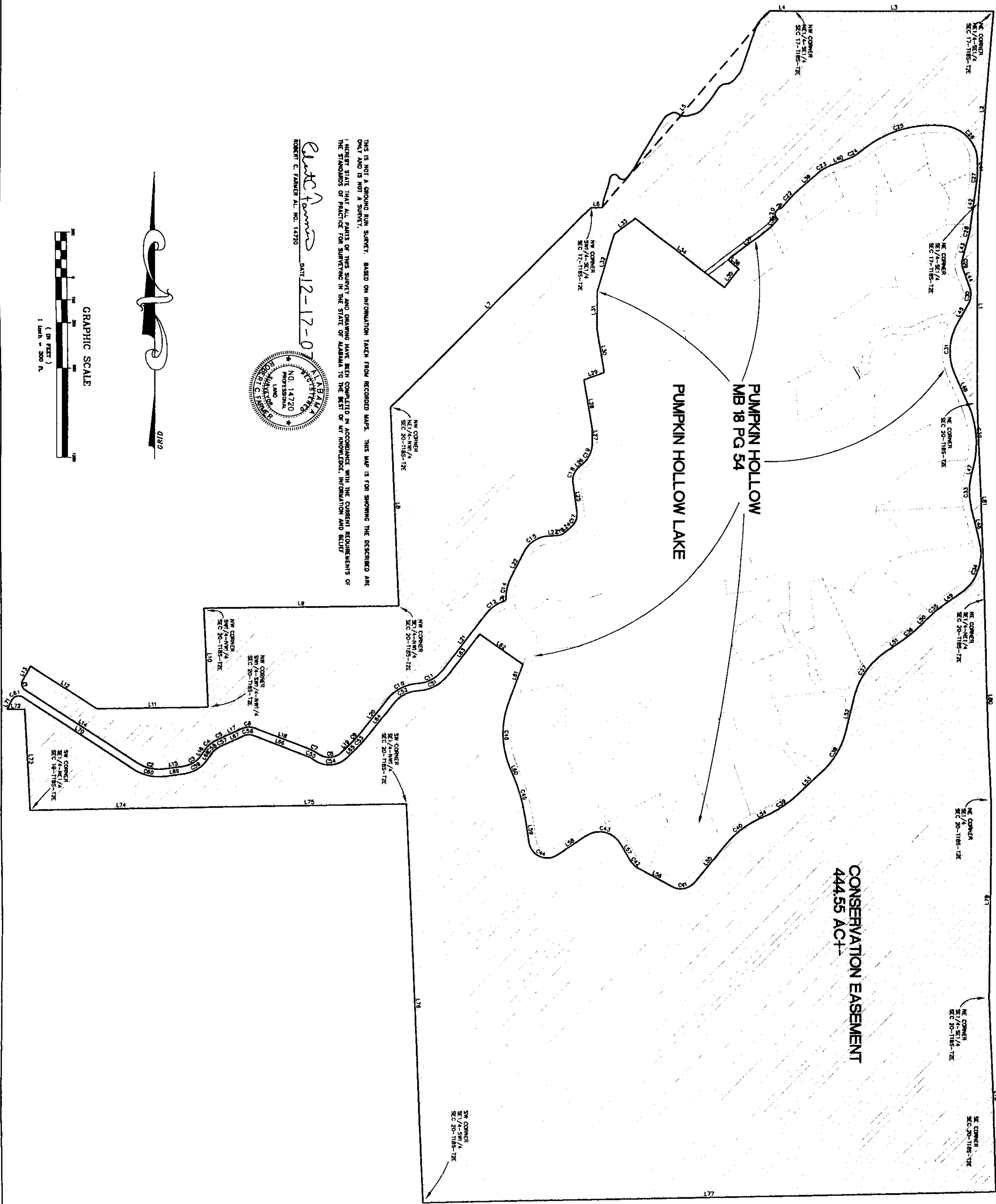
20071228000582200 72/76 \$278.00
Shelby Cnty Judge of Probate, AL
12/28/2007 01:33:50PM FILED/CERT

subtended by a chord bearing S02°55'00"E and a chord distance of 59.96'; thence southerly along the arc a distance of 60.90'; thence S20°21'48"E along said right-of-way, a distance of 140.32' to a point of curve to the right having a radius of 125.00' and a central angle of 50°30'58", said curve subtended by a chord bearing S04°53'41"W and a chord distance of 106.67'; thence southerly along the arc along said right-of-way a distance of 110.21'; thence S30°09'10"W, a distance of 144.71' to a point of curve to the left having a radius of 375.00' and a central angle of 54°07'08", said curve subtended by a chord bearing S03°05'36"W and a chord distance of 341.19'; thence southerly along the arc along said right-of-way a distance of 354.21'; thence S23°57'58"E, a distance of 214.89' to a point of curve to the right having a radius of 650.00' and a central angle of 38°19'32", said curve subtended by a chord bearing S04°48'12"E and a chord distance of 426.73'; thence southerly along the arc along said right-of-way a distance of 434.79'; thence S14°21'34"W, a distance of 66.11' to a point of curve to the left having a radius of 475.00' and a central angle of 27°46'54", said curve subtended by a chord bearing S00°28'07"W and a chord distance of 228.07'; thence southerly along the arc along said right-of-way a distance of 230.32'; thence S13°25'20"E along said right-of-way, a distance of 223.70' to a point of curve to the right having a radius of 325.00' and a central angle of 67°52'53", said curve subtended by a chord bearing S20°31'06"W and a chord distance of 362.92'; thence southerly along the arc along said right-of-way a distance of 385.04'; thence S54°27'33"W along said right-of-way, a distance of 168.89' to a point of curve to the left having a radius of 475.00' and a central angle of 08°59'32", said curve subtended by a chord bearing S49°57'47"W and a chord distance of 74.47'; thence southwesterly along the arc along said right-of-way a distance of 74.55'; thence S45°28'01"W along said right-of-way, a distance of 145.24' to a point of curve to the right having a radius of 525.00' and a central angle of 10°14'08", said curve subtended by a chord bearing S50°35'05"W and a chord distance of 93.66'; thence southwesterly along the arc along said right-of-way a distance of 93.79'; thence S55°42'09"W along said right-of-way, a distance of 159.22' to a point of curve to the left having a radius of 525.00' and a central angle of 41°50'12", said curve subtended by a chord bearing S34°47'03"W and a chord distance of 374.89'; thence southwesterly along the arc along said right-of-way a distance of 383.35'; thence S13°51'57"W along said right-of-way, a distance of 243.13' to a point of curve to the right having a radius of 525.00' and a central angle of 33°50'27", said curve subtended by a chord bearing S30°47'10"W and a chord distance of 305.60'; thence southwesterly along the arc along said right-of-way a distance of 310.08'; thence S47°42'24"W along said right-of-way, a distance of 240.63' to a point of curve to the right having a radius of 725.00' and a central angle of 16°59'51", said curve subtended by a chord bearing S56°12'19"W and a chord distance of 214.29'; thence southwesterly along the arc along said right-of-way a distance of 215.08'; thence S64°42'15"W along said right-of-way, a distance of 91.72' to a point of curve to the left having a radius of 625.00' and a central angle of 24°37'28", said curve subtended by a chord bearing S52°23'31"W and a chord distance of 266.55'; thence southwesterly along the arc along said right-of-way a distance of 268.61'; thence S40°04'50"W along said right-of-way, a distance of 327.80' to the point of curve of a non tangent curve to the right, having a central angle of 78°19'35" and a radius of 125.00', said curve subtended by a chord bearing S79°14'34"W and a chord distance of 157.88'; thence westerly along the arc along said right-of-way, a distance of 170.88'; thence N61°35'39"W along said right-of-

way, a distance of 247.06' to a point of curve to the right having a radius of 175.00' and a central angle of $31^{\circ}33'53''$, said curve subtended by a chord bearing $N45^{\circ}48'42''W$ and a chord distance of 95.19'; thence northwesterly along the arc along said right-of-way a distance of 96.41'; thence $N30^{\circ}01'46''W$ along said right-of-way, a distance of 113.73' to a point of curve to the left having a radius of 165.00' and a central angle of $93^{\circ}18'13''$, said curve subtended by a chord bearing $N76^{\circ}40'52''W$ and a chord distance of 239.97'; thence westerly along the arc along said right-of-way a distance of 268.70'; thence $S56^{\circ}40'02''W$ along said right-of-way, a distance of 230.25' to a point of curve to the right having a radius of 125.00' and a central angle of $114^{\circ}56'13''$, said curve subtended by a chord bearing $N65^{\circ}51'52''W$ and a chord distance of 210.77'; thence northwesterly along the arc along said right-of-way a distance of 250.75'; thence $N08^{\circ}23'55''W$ along said right-of-way, a distance of 155.77' to a point of curve to the left having a radius of 1,175.00' and a central angle of $15^{\circ}03'36''$, said curve subtended by a chord bearing $N15^{\circ}55'42''W$ and a chord distance of 307.96'; thence northerly along the arc along said right-of-way a distance of 308.84'; thence $N23^{\circ}27'30''W$ along said right-of-way, a distance of 36.42' to a point of curve to the right having a radius of 600.00' and a central angle of $43^{\circ}54'44''$, said curve subtended by a chord bearing $N01^{\circ}30'08''W$ and a chord distance of 448.68'; thence northerly along the arc along said right-of-way a distance of 459.85'; thence $N20^{\circ}27'14''E$ along said right-of-way, a distance of 277.09'; thence $N55^{\circ}08'58''W$ and leaving said right-of-way, a distance of 354.38' to a point on the southerly right-of-way of Rocky Hollow Lane; thence $S37^{\circ}55'17''W$ along said right-of-way, a distance of 348.15' to a point of curve to the right having a radius of 275.00' and a central angle of $49^{\circ}01'39''$, said curve subtended by a chord bearing $S62^{\circ}26'06''W$ and a chord distance of 228.20'; thence southwesterly along the arc along said right-of-way a distance of 235.31' to a point of reverse curve to the left having a radius of 225.00' and a central angle of $48^{\circ}07'25''$, said curve subtended by a chord bearing $S62^{\circ}53'13''W$ and a chord distance of 183.48'; thence southwesterly along the arc along said right-of-way, a distance of 188.98'; thence $S38^{\circ}49'30''W$ along said right-of-way, a distance of 307.78' to the point of curve of a non tangent curve to the right, having a central angle of $07^{\circ}01'29''$ and a radius of 575.04', said curve subtended by a chord bearing $S42^{\circ}20'16''W$ and a chord distance of 70.46'; thence southwesterly along the arc along said right-of-way, a distance of 70.50'; thence $S45^{\circ}51'01''W$ along said right-of-way, a distance of 103.10' to the point of curve of a non tangent curve to the right, having a central angle of $77^{\circ}57'56''$ and a radius of 175.00', said curve subtended by a chord bearing $S84^{\circ}49'54''W$ and a chord distance of 220.17'; thence westerly along the arc along said right-of-way, a distance of 238.13' to a point of reverse curve to the left having a radius of 349.96' and a central angle of $12^{\circ}35'54''$, said curve subtended by a chord bearing $N62^{\circ}29'05''W$ and a chord distance of 76.79'; thence northwesterly along the arc along said right-of-way, a distance of 76.95'; thence $N68^{\circ}47'01''W$ along said right-of-way, a distance of 372.15' to a point of curve to the left having a radius of 75.00' and a central angle of $45^{\circ}11'00''$, said curve subtended by a chord bearing $S88^{\circ}37'28''W$ and a chord distance of 57.62'; thence westerly along the arc along said right-of-way a distance of 59.15'; thence $S66^{\circ}01'58''W$ along said right-of-way, a distance of 123.38' to a point of curve to the left having a radius of 1,974.94' and a central angle of $01^{\circ}35'40''$, said curve subtended by a chord bearing $S65^{\circ}14'08''W$ and a chord distance of 54.96'; thence southwesterly along the arc along said right-of-way a distance of 54.96' to a point of compound curve to the left

having a radius of 175.00' and a central angle of $31^{\circ}13'05''$, said curve subtended by a chord bearing $S48^{\circ}49'46''W$ and a chord distance of 94.18'; thence southwesterly along the arc along said right-of-way, a distance of 95.35'; thence $S33^{\circ}13'13''W$ along said right-of-way, a distance of 23.26' to a point of curve to the right having a radius of 225.00' and a central angle of $49^{\circ}23'28''$, said curve subtended by a chord bearing $S57^{\circ}54'57''W$ and a chord distance of 188.01'; thence southwesterly along the arc along said right-of-way a distance of 193.96'; thence $S82^{\circ}36'41''W$ along said right-of-way, a distance of 131.65' to a point of curve to the right having a radius of 325.00' and a central angle of $40^{\circ}18'05''$, said curve subtended by a chord bearing $N77^{\circ}14'16''W$ and a chord distance of 223.92'; thence westerly along the arc along said right-of-way a distance of 228.60'; thence $N57^{\circ}05'14''W$ along said right-of-way, a distance of 891.52' to a point of curve to the left having a radius of 50.00' and a central angle of $94^{\circ}14'35''$, said curve subtended by a chord bearing $S75^{\circ}47'28''W$ and a chord distance of 73.28'; thence westerly along the arc along said right-of-way a distance of 82.24' to the easterly right-of-way of Shelby County Hwy. 55; thence $S28^{\circ}40'11''W$ and leaving said Rocky Hollow Lane and along said Hwy. 55 right-of-way, a distance of 72.85'; thence $S89^{\circ}09'03''E$ and leaving said right-of-way, a distance of 119.10'; thence $S03^{\circ}21'50''E$, a distance of 672.96' to the SW corner of the SE 1/4 of the NE 1/4 of Section 19; thence $N89^{\circ}14'31''E$, a distance of 1,234.68' to the SE corner of the SE 1/4 of the NE 1/4 of said Section 19; thence $N89^{\circ}15'38''E$, a distance of 1,304.52' to the SW corner of the SE 1/4 of the NW 1/4 of said section 20; thence $S02^{\circ}10'38''E$, a distance of 2,672.18' to the SW corner of the SE 1/4 of the SW 1/4 of said Section 20; thence $N89^{\circ}09'13''E$, a distance of 3,862.04' to the SE corner of said Section 20; thence $N02^{\circ}11'07''W$, a distance of 1,307.05' to the NE corner of the SE 1/4 of the SE 1/4 of said Section 20; thence $N01^{\circ}17'46''E$, a distance of 1,313.41' to the NE corner of the SE 1/4 of said Section 20; thence $N02^{\circ}11'54''W$, a distance of 1,364.75' to the NE corner of the SE 1/4 of the NE 1/4 of said Section 20; thence $N01^{\circ}32'39''W$, a distance of 1,308.03' to the POINT OF BEGINNING.

Containing 444.55 acres, more or less.



PROJECT NO. 280 C&G F&W/OW/ET DATE: 12-17-07 DRAWN BY: RES CHECKED BY: RES F3 PG SHEET 1 OF 2 SCALE: 1" = 200'		TYPE SURVEY: DESCRIPTION EXHIBIT CERTIFICATION: I hereby state that all parts of this survey and drawing have been completed in accordance with the requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.	R.C. FARMER AND ASSOCIATES, INC. SURVEYORS • MAPPERS • PLANNERS 15 SOUTHLAKE LANE SUITE 120 BIRMINGHAM, AL 35244 TP 205-985-1185 • FAX 985-1516 EMAIL: ROBERT@RCFARMER.COM	 PUMPKIN HOLLOW CONSERVATION EASEMENT EXHIBIT 'B' SHELBY COUNTY, ALABAMA	REVISIONS			
					No.	Date	By	Remarks
THIS DRAWING IS THE PROPERTY OF R.C. FARMER AND ASSOCIATES, INC. AND THE CLIENT. IT IS NOT TO BE REPRODUCED IN WHOLE OR IN PART. IT IS NOT TO BE USED ON ANY OTHER PROJECT.								

LINE TABLE		
L1	N 00-06-33 W	Length: 1321.18
L2	N 04-29-03 E	Length: 1322.86
L3	N 89-57-54 W	Length: 1333.85
L4	N 89-57-54 W	Length: 172.00
L5	S 40-19-36 W	Length: 1737.38
L6	S 89-53-28 W	Length: 73.32
L7	S 45-32-04 W	Length: 1898.65
L8	S 02-14-22 E	Length: 1333.48
L9	S 89-33-47 W	Length: 1312.85
L10	S 02-30-12 E	Length: 669.59
L11	S 89-22-38 W	Length: 755.24
L12	N 57-03-02 W	Length: 533.86
L13	S 28-40-11 W	Length: 111.71
L14	S 57-05-14 E	Length: 902.65
L15	N 82-36-41 E	Length: 131.65
L16	N 33-13-13 E	Length: 23.26
L17	N 66-47-01 E	Length: 123.38
L18	S 68-47-01 E	Length: 372.15
L19	N 45-51-01 E	Length: 103.10
L20	N 38-49-30 E	Length: 307.77
L21	N 37-55-17 E	Length: 488.49
L22	N 27-37-18 E	Length: 191.16
L23	N 86-00-00 E	Length: 69.05
L24	N 48-30-06 E	Length: 65.20
L25	N 07-41-11 W	Length: 211.16
L26	N 48-33-44 E	Length: 30.46
L27	N 00-39-35 W	Length: 95.00
L28	N 09-28-04 W	Length: 333.44
L29	N 69-57-07 E	Length: 146.44
L30	N 09-37-23 W	Length: 291.34
L31	N 00-20-17 E	Length: 250.00
L32	N 16-41-51 E	Length: 400.00
L33	N 54-33-03 E	Length: 175.00
L34	S 52-42-21 E	Length: 753.38
L35	N 37-51-30 E	Length: 157.70
L36	N 50-28-58 W	Length: 94.56
L37	N 53-24-42 E	Length: 361.64
L38	N 42-06-51 E	Length: 68.49
L39	N 48-05-58 E	Length: 165.04
L40	N 69-05-37 E	Length: 129.24
L41	S 00-07-40 E	Length: 74.42
L42	S 08-06-56 W	Length: 287.18
L43	S 14-31-48 W	Length: 146.83
L44	S 20-21-48 E	Length: 140.32
L45	S 30-09-10 W	Length: 144.71
L46	S 23-57-58 E	Length: 214.89
L47	S 14-21-34 W	Length: 66.11
L48	S 13-25-20 E	Length: 223.70
L49	S 54-27-33 W	Length: 168.89
L50	S 45-28-01 W	Length: 145.24
L51	S 55-42-09 W	Length: 159.22
L52	S 13-51-57 W	Length: 243.13
L53	S 47-42-24 W	Length: 240.63
L54	S 64-42-15 W	Length: 91.72
L55	S 40-04-50 W	Length: 327.80
L56	N 61-35-39 W	Length: 247.06
L57	N 30-01-46 W	Length: 113.73
L58	S 56-40-02 W	Length: 230.25
L59	N 08-23-55 W	Length: 155.77
L60	N 23-27-30 W	Length: 36.42
L61	N 20-27-14 E	Length: 277.09
L62	N 55-08-58 W	Length: 354.38
L63	S 37-55-17 W	Length: 348.15
L64	S 38-49-30 W	Length: 307.28
L65	S 45-51-01 W	Length: 103.10
L66	N 68-47-01 W	Length: 372.15
L67	S 66-01-58 W	Length: 123.38
L68	S 33-13-13 W	Length: 23.26
L69	S 82-36-41 W	Length: 131.65
L70	N 57-05-14 W	Length: 891.52
L71	S 28-40-11 W	Length: 119.10
L72	S 89-09-03 E	Length: 72.85
L73	S 03-21-50 E	Length: 672.96
L74	N 89-14-31 E	Length: 1234.68
L75	N 89-15-38 E	Length: 1304.52
L76	S 02-10-38 E	Length: 2672.18
L77	N 89-09-13 E	Length: 3862.04
L78	N 02-11-07 W	Length: 1307.05
L79	N 01-17-46 E	Length: 1313.41
L80	N 02-11-54 W	Length: 1364.75
L81	N 01-32-39 W	Length: 1308.03

CURVE TABLE		
C1	Length: 74.84 Delta: -85-45-25 Chord: 68.04	Radius: 50.00 Tangent: 46.43 Course: S 14-12-32 E
C2	Length: 193.43 Delta: -40-18-05 Chord: 189.47	Radius: 275.00 Tangent: 100.91 Course: S 77-14-16 E
C3	Length: 150.86 Delta: -49-23-28 Chord: 146.23	Radius: 175.00 Tangent: 80.47 Course: N 57-54-57 E
C4	Length: 122.59 Delta: 31-13-05 Chord: 121.08	Radius: 225.00 Tangent: 62.86 Course: N 48-49-46 E
C5	Length: 56.35 Delta: 1-35-40 Chord: 56.35	Radius: 28.18 Tangent: 28.18 Course: N 65-14-08 E
C6	Length: 98.58 Delta: 45-11-00 Chord: 96.04	Radius: 125.00 Tangent: 52.01 Course: N 88-37-28 E
C7	Length: 87.94 Delta: 12-35-54 Chord: 87.77	Radius: 399.96 Tangent: 44.15 Course: S 62-29-05 E
C8	Length: 170.09 Delta: -77-57-58 Chord: 157.27	Radius: 125.00 Tangent: 101.16 Course: N 84-49-54 E
C9	Length: 64.39 Delta: -7-01-37 Chord: 64.35	Radius: 525.00 Tangent: 32.23 Course: N 42-20-13 E
C10	Length: 230.98 Delta: 48-07-25 Chord: 224.25	Radius: 275.00 Tangent: 122.79 Course: N 62-53-13 E
C11	Length: 192.53 Delta: -49-01-39 Chord: 186.71	Radius: 102.60 Tangent: 62-26-06 E Course: N 62-26-06 E
C12	Length: 139.95 Delta: 35-38-15 Chord: 137.70	Radius: 225.00 Tangent: 72.32 Course: N 55-44-24 E
C13	Length: 32.91 Delta: -75-25-09 Chord: 30.58	Radius: 25.00 Tangent: 19.33 Course: N 35-50-57 E
C14	Length: 141.50 Delta: 29-28-55 Chord: 139.95	Radius: 275.00 Tangent: 72.36 Course: N 12-52-50 E
C15	Length: 203.78 Delta: 58-22-42 Chord: 195.08	Radius: 200.00 Tangent: 111.73 Course: N 56-48-39 E
C16	Length: 49.09 Delta: -37-29-54 Chord: 48.21	Radius: 75.00 Tangent: 25.46 Course: N 67-15-03 E
C17	Length: 98.07 Delta: -56-11-17 Chord: 94.18	Radius: 100.00 Tangent: 53.38 Course: N 20-24-27 E
C18	Length: 118.10 Delta: 55-51-56 Chord: 113.48	Radius: 64.22 Tangent: 64.22 Course: N 24-53-43 E
C19	Length: 159.11 Delta: -49-16-04 Chord: 154.26	Radius: 185.04 Tangent: 84.85 Course: N 23-55-30 E
C20	Length: 96.80 Delta: 138-39-25 Chord: 74.85	Radius: 40.00 Tangent: 106.01 Course: N 11-07-55 E
C21	Length: 17.40 Delta: -39-53-03 Chord: 17.05	Radius: 25.00 Tangent: 9.07 Course: N 60-31-23 E
C22	Length: 168.00 Delta: 8-41-57 Chord: 167.84	Radius: 1106.51 Tangent: 84.16 Course: N 44-02-10 E
C23	Length: 100.76 Delta: 20-59-39 Chord: 100.20	Radius: 275.00 Tangent: 50.95 Course: N 58-35-47 E
C24	Length: 95.40 Delta: -19-52-38 Chord: 94.93	Radius: 275.00 Tangent: 48.19 Course: N 59-09-18 E
C25	Length: 608.89 Delta: 47-01-39 Chord: 591.94	Radius: 741.84 Tangent: 322.77 Course: N 72-43-48 E
C26	Length: 357.60 Delta: 83-37-42 Chord: 326.69	Radius: 245.00 Tangent: 219.16 Course: S 41-56-31 E
C27	Length: 71.94 Delta: 8-14-36 Chord: 71.87	Radius: 500.00 Tangent: 36.03 Course: S 03-59-38 W

CURVE TABLE		
C28	Length: 86.76 Delta: 6-24-52 Chord: 86.72	Radius: 775.00 Tangent: 43.43 Course: S 11-19-22 W
C29	Length: 60.90 Delta: -34-53-36 Chord: 59.96	Radius: 100.00 Tangent: 31.43 Course: S 02-55-00 E
C30	Length: 110.21 Delta: 50-30-58 Chord: 106.67	Radius: 125.00 Tangent: 58.98 Course: S 04-53-41 W
C31	Length: 354.21 Delta: -54-07-08 Chord: 341.19	Radius: 375.00 Tangent: 191.56 Course: S 03-05-36 W
C32	Length: 434.79 Delta: 38-19-32 Chord: 426.73	Radius: 650.00 Tangent: 225.88 Course: S 04-48-12 E
C33	Length: 230.32 Delta: -27-46-54 Chord: 228.07	Radius: 475.00 Tangent: 117.47 Course: S 00-28-07 W
C34	Length: 385.04 Delta: 67-52-53 Chord: 362.92	Radius: 325.00 Tangent: 218.73 Course: S 20-31-06 W
C35	Length: 74.55 Delta: -8-59-32 Chord: 74.47	Radius: 475.00 Tangent: 37.35 Course: S 49-57-47 W
C36	Length: 93.79 Delta: 10-14-08 Chord: 93.66	Radius: 525.00 Tangent: 47.02 Course: S 50-35-05 W
C37	Length: 383.35 Delta: -41-50-12 Chord: 374.89	Radius: 525.00 Tangent: 200.67 Course: S 34-47-03 W
C38	Length: 310.08 Delta: 33-50-27 Chord: 305.60	Radius: 159.71 Tangent: 159.71 Course: S 30-47-10 W
C39	Length: 215.08 Delta: 16-59-51 Chord: 214.29	Radius: 108.34 Tangent: 56-12-19 W Course: S 56-12-19 W
C40	Length: 268.61 Delta: -24-37-28 Chord: 266.55	Radius: 136.41 Tangent: 136.41 Course: S 52-23-31 W
C41	Length: 170.88 Delta: 78-19-35 Chord: 157.88	Radius: 125.00 Tangent: 101.81 Course: S 79-14-34 W
C42	Length: 96.41 Delta: 31-33-53 Chord: 95.19	Radius: 175.00 Tangent: 49.46 Course: N 45-48-42 W
C43	Length: 268.70 Delta: -93-18-13 Chord: 239.97	Radius: 165.00 Tangent: 174.80 Course: N 76-40-52 W
C44	Length: 250.75 Delta: 114-56-13 Chord: 210.77	Radius: 125.00 Tangent: 195.97 Course: N 65-51-52 W
C45	Length: 308.84 Delta: -15-03-36 Chord: 307.96	Radius: 1175.00 Tangent: 155.32 Course: N 15-55-42 W
C46	Length: 459.85 Delta: 43-54-44 Chord: 448.68	Radius: 600.00 Tangent: 241.88 Course: N 01-30-08 W
C51	Length: 235.31 Delta: 49-01-39 Chord: 228.20	Radius: 125.40 Tangent: 125.40 Course: S 62-26-06 W
C52	Length: 188.98 Delta: -48-07-25 Chord: 183.48	Radius: 225.00 Tangent: 100.47 Course: S 62-53-13 W
C53	Length: 70.50 Delta: 7-01-29 Chord: 70.46	Radius: 575.04 Tangent: 35.30 Course: S 42-20-16 W
C54	Length: 238.13 Delta: 77-57-56 Chord: 220.17	Radius: 175.00 Tangent: 141.62 Course: S 84-49-54 W
C55	Length: 76.95 Delta: -12-35-54 Chord: 76.79	Radius: 349.96 Tangent: 38.63 Course: N 62-29-05 W

CURVE TABLE		
C56	Length: 59.15 Delta: -45-11-00 Chord: 57.62	Radius: 75.00 Tangent: 31.21 Course: S 88-37-28 W
C57	Length: 54.96 Delta: -1-35-40 Chord: 54.96	Radius: 1974.94 Tangent: 27.48 Course: S 65-14-08 W
C58	Length: 95.35 Delta: -31-13-05 Chord: 94.18	Radius: 175.00 Tangent: 48.89 Course: S 48-49-46 W
C59	Length: 193.96 Delta: 49-23-28 Chord: 188.01	Radius: 225.00 Tangent: 103.47 Course: S 57-54-57 W
C60	Length: 228.60 Delta: 40-18-05 Chord: 223.92	Radius: 325.00 Tangent: 119.26 Course: N 77-14-16 W
C61	Length: 82.24 Delta: 94-14-35 Chord: 73.28	Radius: 50.00 Tangent: 53.85 Course: S 75-47-28 W