

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (this "Conservation Easement") is made effective this 30th day of December, 2009, by and between TP Land Company, LLC, an Alabama limited liability company ("Owner"), with an address of 2000 Morris Avenue, Suite 1200, Birmingham, Alabama 35203, and Southeast Regional Land Conservancy, Inc. ("SERLC"), a North Carolina non-profit corporation, with its principal business address at 6111 Peachtree-Dunwoody Road, Building E, Suite 102, Atlanta, Georgia 30328.

RECITALS

A. Owner is the owner in fee simple of all of that certain real property situated in Shelby County, Alabama consisting of a total of approximately 14.3 acres (the "Property") as set forth and described in the Property Description attached hereto and incorporated herein as "Exhibit A," and as set forth on those two (2) plats and surveys (the "Plats") prepared by Hatch Mott MacDonald, copies of which are attached hereto and incorporated herein as composite "Exhibit B."

B. As depicted on the Plats, the Property consists of two (2) tracts ("Tracts") designated as Tract 1 (consisting of 8.4 acres) and Tract 2 (consisting of 5.9 acres). Owner intends that all of the Property (consisting of Tracts 1 and 2) be conserved, maintained and preserved as conservation area (the "Conservation Area").

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

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

E. The preservation of the Conservation Area shall serve the following conservation purposes (the "Conservation Purposes"):

(1) The Conservation Area adjoins a lake, protects lakeshore land and helps retain the natural conditions necessary for preserving the scenic and ecological qualities of the lake.

(2) The Conservation Area adjoins two other conservation areas, and in turn, connects the other conservation areas with the lake.

(3) The forested nature of the Conservation Area contributes to scenic views from the adjoining lake. In addition, by reducing development along the lakeshore, the Conservation Area aids in reducing the amount of sedimentation to the lake, thereby increasing the water quality of the lake.

(4) The Conservation Area protects a green space in close proximity to a rapidly expanding metropolitan area that is subject to increasing development pressure.

F. The Conservation Area includes lakeshore land, pine-hardwood forests, and small openings, and takes in both upland slopes and aquatic features. The Conservation Area possesses natural, scenic, open space, recreational, and agricultural values (collectively, "Conservation Values") of great importance to Owner, SERLC, and the general public.

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

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

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

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

ARTICLE I: GRANT OF EASEMENT

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

B. In addition to the easement provided through this Conservation Easement, Owner has granted SERLC two perpetual easements for ingress and egress to and from the Conservation Area over a private right-of-way and certain property owned by Owner adjacent to Tracts 1 and 2 of the Property (the “Access Easements”). Owner covenants and agrees to honor and maintain the Access Easements and the access road provided thereunder, and acknowledges that any failure to do so shall be deemed and considered a material breach of this Conservation Easement.

ARTICLE II: RETAINED RIGHTS AND PROHIBITED AND RESTRICTED ACTIVITIES

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

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

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

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

B. Industrial and Agricultural Use; Residential Use. Industrial and large-scale commercial agricultural activities are prohibited on the Conservation Area. However, agricultural activities related to personal use, ecological restoration, habitat enhancement, hayfield and pasture improvement are permitted. The grazing of horses is permitted but only on areas currently existing as pastureland in the Conservation Area. The Conservation Area shall not be used for a residence.

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

(1) Existing Structures. Owner may repair, maintain and replace all existing structures and improvements as depicted in the Baseline Documentation (the “Existing Structures”); provided, however, the replacement structure for any Existing Structure shall be limited to and shall not exceed the current aggregate ground surface area of such Existing Structure as of the date of the Baseline Documentation.

(2) Additional Structures. Owner may construct, replace and maintain certain non-dwelling additional structures on the Conservation Area, including barns, sheds, field houses, picnic shelters, tree stands, and pavilions (“Additional Structures”) provided that: (a) the

aggregate ground surface covered by all such Additional Structures shall not exceed two thousand (2,000) square feet; (b) all such construction and maintenance is conducted in a manner designed to produce no material adverse effect on any of the Conservation Values; (c) such Additional Structures shall not cause sedimentation or erosion to the lakeshore, shall be located at least 50 feet from the lakeshore edge, and shall be designed and located so as to avoid tree removal; and (d) SRLC approves any proposed Additional Structures with a cost in excess of Ten Thousand Dollars (\$10,000) in accordance with Article II, Section M before any construction or earth disturbance commences.

D. Additional Trails. Owner may construct and maintain additional walking trails on the Conservation Area of natural, permeable surfaces; provided, however, such additional trails shall be no more than six (6) feet in width, and shall not exceed one (1) mile in length in the aggregate.

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

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

G. Topography. Except as otherwise provided herein, there shall be no filling, excavating, dredging, mining or drilling, no removal of topsoil, sand, gravel, rock, minerals or other materials, nor any dumping or changing of the topography of the land in the Conservation Area in any manner, except as reasonably necessary to maintain the improvements allowed under this Conservation Easement, and for the purpose of combating erosion or flooding.

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

I. Trees; Vegetation. There shall be no timber harvesting on the Conservation Area except as permitted herein. Owner reserves the right to cut timber or vegetation, or remove or destroy trees or vegetation within the Conservation Area under the following conditions and for the following purposes: (a) to clear and restore vegetative cover that has been damaged or disturbed by forces of nature or otherwise; (b) to thin and remove invasive plants and early successional species using good meadow or forest management practices; (c) to remove dead, dying or damaged trees near trails, roads, or structures that may reasonably pose a danger or create hazardous conditions; (d) to remove trees to the minimum extent necessary to install or construct the items permitted to be constructed under this Conservation Easement; and (e) to use such removed wood as firewood for allowed activities on the Conservation Area.

J. Roads. This Conservation Easement shall be subject to all existing roads and right of ways as of the date hereof, and as depicted on the Plats and the Baseline Documentation (the "Existing Roads"). There shall be no construction of new roads or any other new right of ways on the Conservation Area. Owner reserves the right to maintain in passable condition, re-grade, resurface and improve the Existing Roads as permitted under the terms of this Article II,

Section J. Subject to SRLC's prior written approval as required pursuant to Article II, Section M below, Owner may re-locate an Existing Road. Maintenance of all roads on the Conservation Area shall be limited to removal of dead vegetation, necessary pruning or removal of hazardous trees and plants, application of permeable materials necessary to correct or impede erosion, grading, replacement of culverts and bridges, and maintenance of roadside ditches. Owner shall be responsible for the proper maintenance of, and the prevention of soil erosion, on all Existing Roads.

K. Subdivision. Subdivision, partitioning or dividing the Conservation Area is prohibited.

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

M. Notification of Exercise of Certain Reserved Rights.

(1) Owner must notify SERLC in writing at least sixty (60) days before Owner begins, or allows, any exercise of the following reserved rights (the "Prior Notice Reserved Rights") on the Conservation Area: (i) the building of any Additional Structures on the Conservation Area with a cost in excess of Ten Thousand Dollars (\$10,000) pursuant to Article II, Section C, (ii) the relocation of any Existing Roads pursuant to Article II, Section J; and (iii) the exercise of any reserved rights where the foreseeable result of such exercise would be the impairment of the Conservation Values or the violation of the conservation purposes of this Conservation Easement.

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

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

(a) Approve the Owner's proposed exercise of a Prior Notice Reserved Right in accordance with the materials submitted by the Owner. Approval on such terms shall constitute a covenant by Owner to exercise the Prior Notice Reserved Right solely in

accordance with the notice and other information submitted to SERLC, which covenant shall be enforceable by SERLC as fully as if set forth in this Conservation Easement;

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

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

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

N. Limitations on Reserved Rights.

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

ARTICLE III: ENFORCEMENT AND REMEDIES

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

any of the rights or remedies available to SERLC as specifically set forth in any law or in this Conservation Easement.

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


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

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

E. Without limitation of any other rights of SERLC in this Conservation Easement, SERLC's right of enforcement of this Conservation Easement shall include the right to seek specific performance by Owner of the restoration of the Conservation Area to its original condition as established in the Baseline Documentation or to its condition prior to any activity that violates this Conservation Area or as otherwise may be necessary to remedy any violation of any easement, covenant, prohibition or restriction in this Conservation Easement, as SERLC may elect.

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

G. In the event that the Owner (or anyone acting by, through, under or on behalf of Owner) commences litigation against SERLC to enforce any rights hereunder or to dispute any actions or inaction of SERLC, to enforce any alleged duty or obligation of SERLC hereunder, or to seek damages or specific performance against SERLC, Owner shall reimburse SERLC on demand for all costs and expenses, including attorneys fees, reasonably incurred by SERLC in its defense in such litigation, unless SERLC 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.


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ARTICLE IV: PUBLIC ACCESS

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

ARTICLE V: COVENANTS OF OWNER

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

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

ARTICLE VI: MISCELLANEOUS

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

B. Conservation Purpose.

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

(2) This Conservation Easement gives rise to a real property right and interest immediately vested in SERLC. For purposes of this Conservation Easement, the fair market value of SERLC'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, as such values are determined as of the date of this Conservation Easement. If a change in conditions makes impossible or impractical any continued protection of the Conservation Area for conservation purposes, the restrictions contained herein may only be extinguished by judicial proceeding.



Upon such proceeding, SERLC, upon a subsequent sale, exchange or involuntary conversion of the Conservation Area, shall be entitled to a portion of the proceeds equal to the fair market value of the Conservation Easement as provided above. SERLC shall use its share of the proceeds in a manner consistent with the conservation purposes set forth in the Recitals herein.

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

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

(5) The parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable to an assignee designated by SERLC, provided, however that SERLC hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified organization and an eligible donee as those terms are defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, which is organized or operated primarily for one of the conservation purposes specified in Section 170 (h)(4)(A) of the Internal Revenue Code, and SERLC further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which the contribution was originally intended to advance, set forth in Article I herein.

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

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

of this Conservation Easement invalid. The parties intend that this Conservation Easement, which is by nature and character primarily prohibitive (in that the Owner has restricted and limited the rights inherent in ownership of the Conservation Area), shall be construed at all times and by all parties to effectuate the conservation purposes of this Conservation Easement.

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

F. Successors and Assigns. This Conservation Easement and all of the covenants, indemnifications, releases, easements and restrictions set forth in this Conservation Easement shall run with the land and be binding upon Owner and Owner's successors and assigns, unless otherwise expressly provided in this Conservation Easement. The term "Owner" used in this Conservation Easement shall mean and include the above-named Owner and any of Owner's successors or assigns that are the legal owners of the Conservation Area or any part thereof. The term "SERLC" used in this Conservation Easement shall mean and include the above-named organization and its successors and assigns, it being understood and agreed that any assignee of the rights of SERLC hereunder must be a "qualified organization" as defined in Section 170 (h) of the Code, as amended, and shall carry out the obligations of SERLC and the intent of this Conservation Easement.

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

H. Indemnification. Owner covenants and agrees to indemnify, defend, reimburse, and hold harmless SERLC, its directors, officers and employees from, for and against any loss, cost (including but not limited to reasonable attorneys' fees and witness and court fees and costs from any lawsuit or governmental administrative or law enforcement action which is commenced or threatened against SERLC or any of its directors, officers or employees or to which any of the foregoing are made a party or called as a witness), liability, penalty, fine, and damage, of any kind or nature whatsoever, which SERLC or any of its directors, officers or employees may suffer or incur which arises out of or relates to the Conservation Area, including, without limitation, any of the following: the violation or alleged violation of any law in, upon or involving the Conservation Area; any breach of Owner's covenants and restrictions contained in this Conservation Easement; any tax or assessment upon the Conservation Area; any death or injury to any person occurring on or about the Conservation Area; any lien or attempts to enforce a lien asserted against the Conservation Area; the costs of performing any work on the Conservation Area; any loss or damage to any property on or about the Conservation Area; any dispute regarding the interpretation or enforcement of this Conservation Easement; or any lawsuit (even if initiated by Owner or SERLC) or governmental administrative or law

enforcement action which is commenced or threatened against SERLC or any of its directors, officers or employees or to which any of the foregoing are made a party or called as a witness. Notwithstanding the foregoing, Owner shall have no obligation to indemnify, defend or reimburse SERLC or hold SERLC harmless SERLC against loss, cost, liability, claim, penalty, fine or damage which results solely from SERLC's own acts which are finally determined by a court to have been the result of bad faith, gross negligence or willful misconduct of SERLC. Without limitation of anything herein to the contrary, Owner shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operations, upkeep, and maintenance of the Conservation Area, including, but not limited to, the general liability insurance coverage and obligation to comply with applicable law.

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

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

K. Tax Deduction. SERLC makes no warranty, representation or other assurance regarding the availability, amount or effect of any deduction, credit or other benefit to Owner or any other person or entity under United States or any state, local or other tax law to be derived from the donation of this Conservation Easement or other transaction associated with the donation of this Conservation Easement. Neither this Conservation Easement nor this donation is conditioned upon the availability or amount of any such deduction, credit or other benefit. SERLC 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 SERLC or any legal counsel, accountant, financial advisor, appraiser or other consultant of SERLC. In the event of any audit or other inquiry of a governmental authority into the effect of this donation upon the taxation or financial affairs affecting Owner or Owner's successors or assigns or other similar matter, Owner shall reimburse and indemnify SERLC for any cost or expense of any kind or nature whatsoever incurred by SERLC in responding or replying thereto.

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

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

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

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

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

Q. Counterparts. This Conservation Easement may be executed in counterparts, each of which shall be deemed to be an original, and taken together shall constitute one and the same instrument.

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

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

OWNER:

TP LAND COMPANY, LLC

By: _____

Kenneth H. Polk, Manager



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12/30/2009 02:44:17 PM FILED/CERT

Shelby County, AL 12/30/2009

State of Alabama

Deed Tax : \$15.00

STATE OF Alabama)
COUNTY OF Jefferson)

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


WITNESS my hand and notarial seal, this 30 day of December, 2009.

Jessica Hill
Notary Public

My commission expires: 8-15-2010

SERLC:


SOUTHEAST REGIONAL LAND CONSERVANCY, INC.

By: 
James Wright, Executive Director

STATE OF Georgia)
COUNTY OF Fulton)

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

WITNESS my hand and notarial seal, this 29 day of December, 2009.


Notary Public
My commission expires: 7/30/12

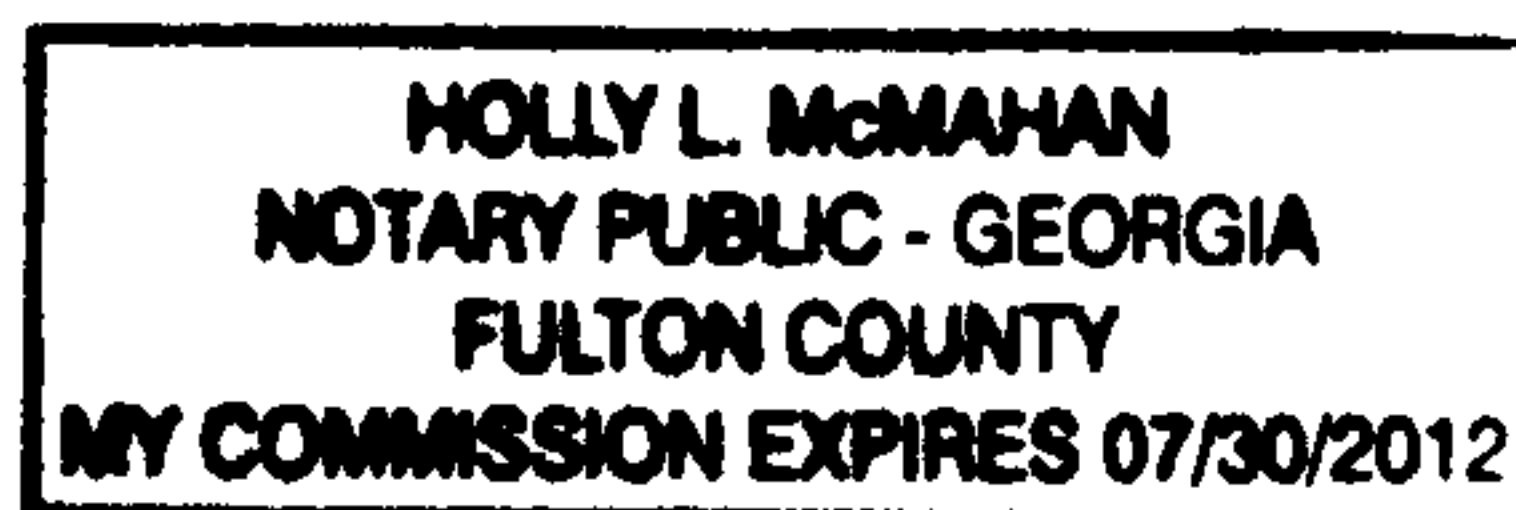


Exhibit "A"

PROPERTY DESCRIPTION

TRACT 1

Commence at a found rebar and cap marking the Southwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, Township 18 South, Range 1 East, Shelby County, Alabama and run in an Easterly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 322.71 feet to a point; thence deflect $90^{\circ}00'$ right and leaving said $\frac{1}{4}$ - $\frac{1}{4}$ line run in a Southerly direction a distance of 406.05 feet to the Point of Beginning of the herein described parcel; thence deflect $122^{\circ}12'14''$ left and run in a Northeasterly direction a distance of 166.72 feet to the beginning of a curve to the right having a radius of 7967.50 feet, and a central angle of $3^{\circ}32'02''$; thence run in a Northeasterly direction along the arc of the last described curve a distance of 491.41 feet to the point of tangency; thence run tangent to the last described curve in a Northeasterly direction a distance of 28.85 feet to the beginning of a curve to the right having a radius of 1712.72 feet and a central angle of $7^{\circ}18'16''$; thence run in a Northeasterly direction along the arc of the last described curve a distance of 218.35 feet to the point of tangency; thence run tangent to the last described curve a distance of 270.64 feet to a point; thence turn an interior angle of $101^{\circ}35'53''$ and run to the right in a Southeasterly direction a distance of 190.63 feet to a point on the edge of a lake; thence turn an interior angle of $98^{\circ}47'08''$ and following the meander of the edge of said lake for a distance of 811 feet, more or less, run to the right in a Southwesterly direction a distance of 680.87 feet to a point on the edge of said lake; thence turn an interior angle of $154^{\circ}14'25''$ and continuing along the meander of the edge of said lake for a distance of 542 feet more or less, run to the right in a Southwesterly direction a distance of 520.71 feet to a point; thence turn an interior angle of $106^{\circ}12'53''$ and leaving said lake run to the right in a Northwesterly a distance of 253.23 feet to the Point of Beginning, containing 8.4 acres, more or less.

TRACT 2

Beginning at the Southeast corner of Lot 25 Saunders Bridge 1st Sector, as recorded in Map Book 38, Page 38A – 38D, Shelby County, Alabama and run in an Westerly direction along northerly Right of Way line of Saunders Bridge Road along the arc of a curve to the left having a central angle of $28^{\circ}25'56''$ and a chord distance of 177.49 feet to a point of reverse curve to the right having a central angle of $23^{\circ}03'15''$ and a chord distance of 107.91 feet; thence continue along the arc of said curve and Right of Way line a distance of 108.64 feet to a point of reverse curve to the left having a central angle of $7^{\circ}00'29''$ and a chord distance of 95.35 feet; thence continue along the arc of said curve and Right of Way line a distance of 95.40 feet to a point; thence continue along the tangent of said curve and Right of Way line in a Northwesterly direction a distance of 403.13 feet to a point on a curve to the right having a central angle of $11^{\circ}31'56''$ and a chord distance of 114.53 feet; thence run in a Northwesterly direction along the arc of said curve and Right of Way line a line a distance of 114.73 feet to a point; thence run along the tangent of said curve and Right of Way line in a Northwesterly direction a distance of 19.27 feet to a point on a curve to the right having a central angle of $92^{\circ}04'52''$ and a radius of

50.00 feet; thence continue along the arc of said curve and Right of Way line in a Northwesterly direction a distance of 80.36 feet to a point on a curve to the right having a central angle of $7^{\circ}36'44''$ and a chord distance of 152.59 feet; thence continue along the arc of said curve and Right of Way line in a Northeasterly direction a distance of 152.70 feet to the point; thence continue along the tangent of said curve and Right of Way line in a Northeasterly direction a distance of 199.35 feet to a point on a curve to the right having a central angle of $3^{\circ}40'00''$ and a chord distance of 94.05 feet; thence run along the arc of said curve and Right of Way line in a Northeasterly direction a distance of 94.07 feet to a point; thence deflect $90^{\circ}00'00''$ from the tangent of the last described curve a distance of 210.70 feet to a point; thence turn an interior angle of $114^{\circ}53'31''$ and run to the right in a Southeasterly direction a distance of 69.63 feet to a point on the edge of a lake; thence turn an interior angle of $90^{\circ}42'42''$ and following the meander of the edge of said lake, run in a Southwesterly direction a distance of 133.05 feet to a point on the edge of said lake; thence turn an interior angle of $218^{\circ}15'52''$ and continuing along the meander of the edge of said lake, run to the right in a Southwesterly direction a distance of 64.06 feet to a point on the edge of said lake; thence turn an interior angle of $300^{\circ}19'06''$ and following along the meander of the edge of said lake for a distance of 199 feet, more or less, run to the right in a Southeasterly direction a distance of 227.73 feet to a point on the edge of said lake; thence turn an interior angle of $210^{\circ}37'15''$ and following along the meander of the edge of said lake for a distance of 461 feet, more or less, run to the right in a Northeasterly direction a distance of 387.66 feet to a point on the edge of said lake; thence turn an interior angle of $142^{\circ}23'15''$ and following along the meander of the edge of said lake for a distance of 222 feet, more or less, run to the right in a Southeasterly direction a distance of 173.82 feet to a point on the edge of said lake and the easterly line of lot 25; thence turn an interior angle of $127^{\circ}14'02''$ and leaving said lake run to the right in a Southerly direction along said easterly line a distance of 206.65 feet to the Point of Beginning, containing 5.94 acres, more or less.



Exhibit "B"

PLATS (Tract 1)

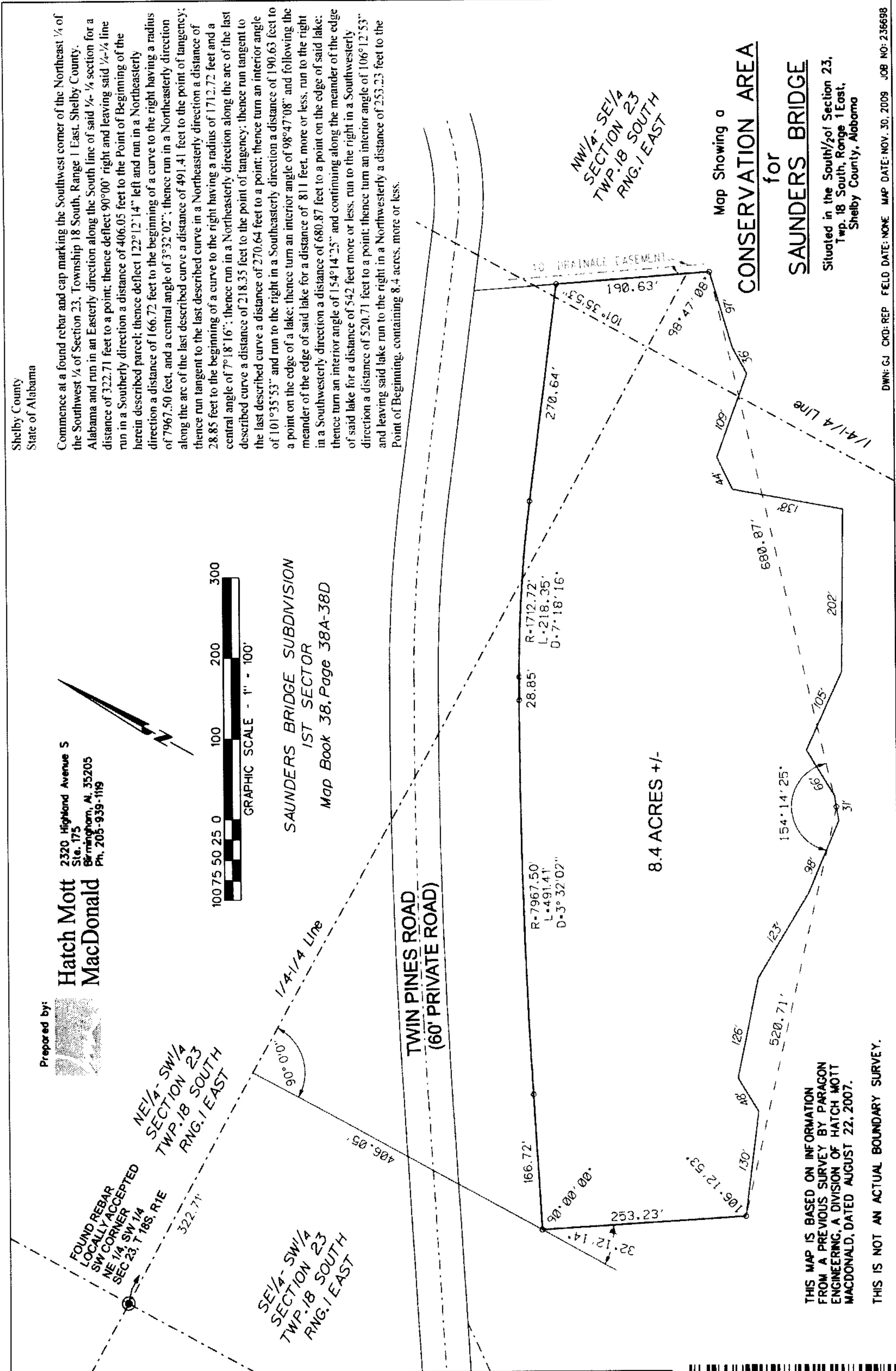
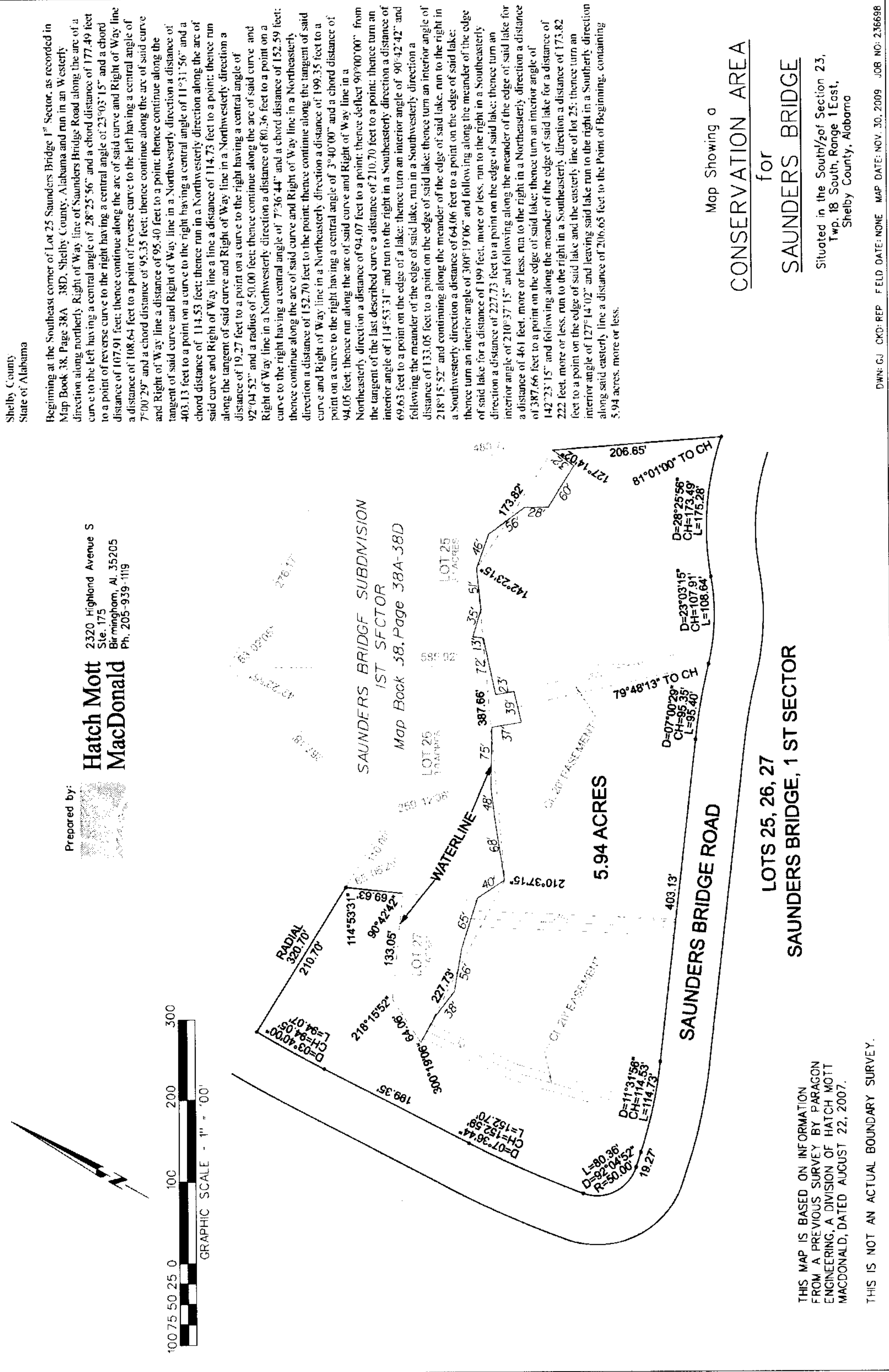


Exhibit "B"

PLATS (Tract 2)



Saunders Bridge Tract III Conservation Easement Baseline Report


**Saunders Bridge Development
Shelby County, Alabama**

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

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


December 2009




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SIGNATORY PAGE

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



Southeast Regional Land Conservancy Representative

12/29/09
Date



TP Land Company LLC Representative

12-30-09
Date




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TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
SIGNATORY PAGE.....	2
INTRODUCTION.....	4
METHODS.....	5
RESULTS & DISCUSSION.....	6
Natural Features.....	6
Historic Uses.....	7
Current Anthropocentric Structures.....	8
Management Options.....	8
<u>APPENDICES</u>	starting on page 9
APPENDIX I	MAPS
APPENDIX II.....	PLANT SPECIES LISTS
APPENDIX III.....	REFERENCES
APPENDIX IV.....	PHOTO STATIONS & PHOTOGRAPHS
APPENDIX V	POTENTIAL RARE SPECIES


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INTRODUCTION

The Saunders Bridge Tract III conservation property is located east of Birmingham in Shelby County, Alabama. This tract represents the third easement phase within the Saunders Bridge development area. Composed of two small tracts, the total easement area for Saunders Bridge III is approximately 14.3 acres (see maps in Appendix I). The phase III easement protects lake front forested land. No homesites or other buildings are planned for the easement area. These easement lands will add connectivity with the conservation land of the adjoining 2007 and 2008 easements, Twin Pines and Saunders Bridge phases I & II. It will also add more connectivity between the conservation lands and the lake.

The Saunders Bridge development includes a lake, open and forested areas, a covered bridge, roads, barns, a swimming pool, and residential and recreation areas. The site has historically been used as a recreation/conference center so much of the land has been kept in natural and scenic condition. No rights to construct buildings have been reserved for this easement phase.

Conservation Values

The easement protects lakeshore land. Retaining the natural conditions is important not only for scenic qualities but also for ecological purposes. These easement lands will add connectivity with the conservation land of the adjoining 2007 and 2008 easements, Twin Pines and Saunders Bridge phases I & II. It will also add more connectivity between the conservation lands and the lake. The forested nature of the site adds to scenic views from the lake. Lack of development along the lakeshore will help to reduce the amount of sedimentation to the lake and increase water quality. The easements also protect a green space proximal to a metropolitan area.

Realty values

Realty values include proximity to a large metropolitan area, good road access, scenery and amenities of the adjacent development including the historic covered bridge and a lake, forested areas, and open green space. Lake front land is of high value.




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METHODS

The Saunders Bridge III site was visited on 19 August, 2009. Survey work was done on foot. The Alabama Natural Heritage Program website (AL NHP, 2009) was consulted relative to Known Element Occurrences and potential rare species within Shelby County. Appendix V contains a list of species known to occur in Shelby County. Plant taxonomy in the report follows Radford et al (1968), Weakley (2007), and Alabama Natural Heritage Program (2009). Animal taxonomy in the report follows the Alabama Natural Heritage Program (2009). Natural community discussions follow Schafale and Weakley (1990).

Global, Federal, and State ranking information for rare species is maintained by the State Natural Heritage Program and the US Fish and Wildlife Service. Any rare species discussed in the following text will follow the standardized ranking system. Global ranks are defined thusly: G1 = critically imperiled globally because of extreme rarity (5 or fewer occurrences), G2 = Imperiled globally because of rarity (6 to 20 occurrences), G3 = Rare or uncommon (localized within range or narrowly endemic to special habitats, generally 20-100 occurrences), G4 = Apparently secure, G5 = Demonstrably secure. State ranking follow the same categories: S1 = critically imperiled in state because of extreme rarity (5 or fewer occurrences), S2 = Imperiled in state because of rarity (6 to 20 occurrences), S3 = Rare or uncommon (localized within range or narrowly endemic to special habitats, generally 20-100 occurrences), S4 = Apparently secure, S5 = Demonstrably secure.


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RESULTS AND DISCUSSION

Natural Features

The Saunders Bridge Tract III conservation property is located east of Birmingham in Shelby County, Alabama. This tract represents the third easement phase within the Saunders Bridge development area. Composed of two small tracts of approximately 8.4 and 5.94 acres, the total easement area for Saunders Bridge III is approximately 14.3 acres (see maps in Appendix I). The phase III easement protects lake front forested land. No homesites or other buildings are planned for the easement area. These easement lands will add connectivity with the conservation land of the adjoining 2007 and 2008 easements, Twin Pines and Saunders Bridge phases I & II. It will also add more connectivity between the conservation lands and the lake.

The Saunders Bridge development includes a lake, open and forested areas, a covered bridge, roads, barns, a swimming pool, and residential and recreation areas. The site has historically been used as a recreation/conference center so much of the land has been kept in natural and scenic condition. Reserved rights are limited to a 2,000 square foot limit on constructing new structures for this easement phase. No commercial logging is allowed.



The lands of the easement tract are generally forested, with small openings. All of the land adjoins the lake. The forested portions of the tracts are generally dominated by young to mid-succession pine-hardwood communities. Tree species include loblolly pine (*Pinus taeda*), red maple (*Acer rubrum*), sweetgum (*Liquidambar styraciflua*), Virginia pine (*Pinus virginiana*), tulip poplar (*Liriodendron tulipifera*), white oak (*Quercus alba*), water oak (*Quercus nigra*), sand post oak (*Quercus margaretta*), cherrybark oak (*Quercus pagoda*), elm (*Ulmus* sp.), persimmon (*Diospyros virginiana*), hickories (*Carya* spp.), black gum (*Nyssa sylvatica*), sourwood (*Oxydendrum arboreum*), sassafras (*Sassafras albidum*), flowering dogwood (*Cornus florida*), and others.

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

Herbaceous species include pineweed (*Hypericum gentianoides*), broomsedge (*Andropogon glomeratus*), oatgrass (*Danthonia spicata*), asters (*Aster* spp.), bracken fern (*Pteridium aquilinum*), field garlic (*Allium vineale*), beggars ticks (*Desmodium* spp.), switchgrass (*Dichanthelium* spp.), greater coreopsis (*Coreopsis major*), thoroughworts (*Eupatorium* spp.), sedge (*Carex* sp.), hog peanut (*Amphicarpaea bracteata*), goldenrods (*Solidago* spp.), dog fennel (*Eupatorium capillifolium*), lespedeza (*Lespedeza* spp.), plantains (*Plantago* spp.), elephantfoot (*Elephantopus* sp.), fireweed (*Erechtites hieracifolia*), spikerush (*Eleocharis* sp.), and many others.

A short list of plant species was compiled during the winter field survey day. A total of sixty-eight species were recorded (see species lists in Appendix II). The list includes twenty species of trees, fifteen species of shrubs and vines, thirty herbs, and three non-vascular species. With every survey, there is always potential for more species to be encountered in the future. Appendix V contains a list of rare species known for Shelby County. Although the easement would have only slight potential for occurrence of these species, it buffers and enhances easement lands that are more likely to provide habitat.

Animal species noted or likely to use the tract include raccoon, rabbit, opossum, white tailed deer, garter snake, box turtle, plus a variety of reptiles, amphibians, and invertebrates. Birds likely to use the tract include migratory songbirds and water fowl as well as the cardinal, tufted titmouse, osprey, mockingbird, house wren, black capped chickadee, bluejay, yellow shafted flicker and other woodpeckers, Canada goose, American crow, kingfisher, and others. The tracts provide both ephemeral and permanent aquatic habitats as well as upland forested habitat for amphibians and other species needing both aquatic and upland habitats.



Historic Uses

Historically, the site may have been used for logging, old homesteads, grazing, farming, hunting, or other activities. The site has been a center for recreation for generations. A lake had been in place for many years and was just recently extended last year.



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Current Anthropocentric Structures

The lands are generally in natural condition. The lands include both historic and newly-created lakefront. Occasional manmade openings occur within the forests. Underground utilities may also occur. Reserved rights are limited to a 2,000 square foot limit on constructing new structures for this easement phase. No commercial logging is allowed.

Management Options

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

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

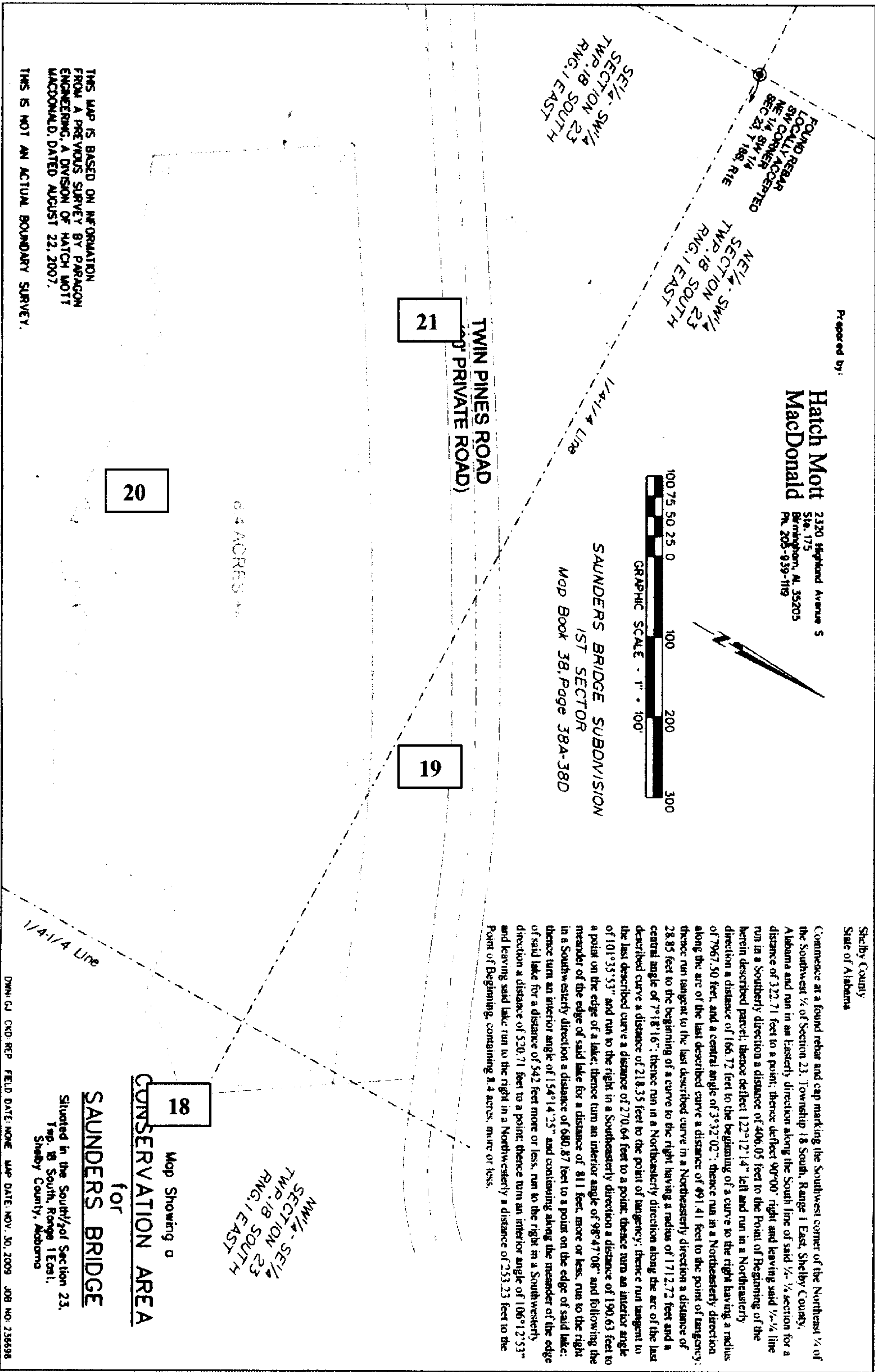


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APPENDIX I: MAPS OF THE SAUNDERS BRIDGE TRACT III

Photopoints =

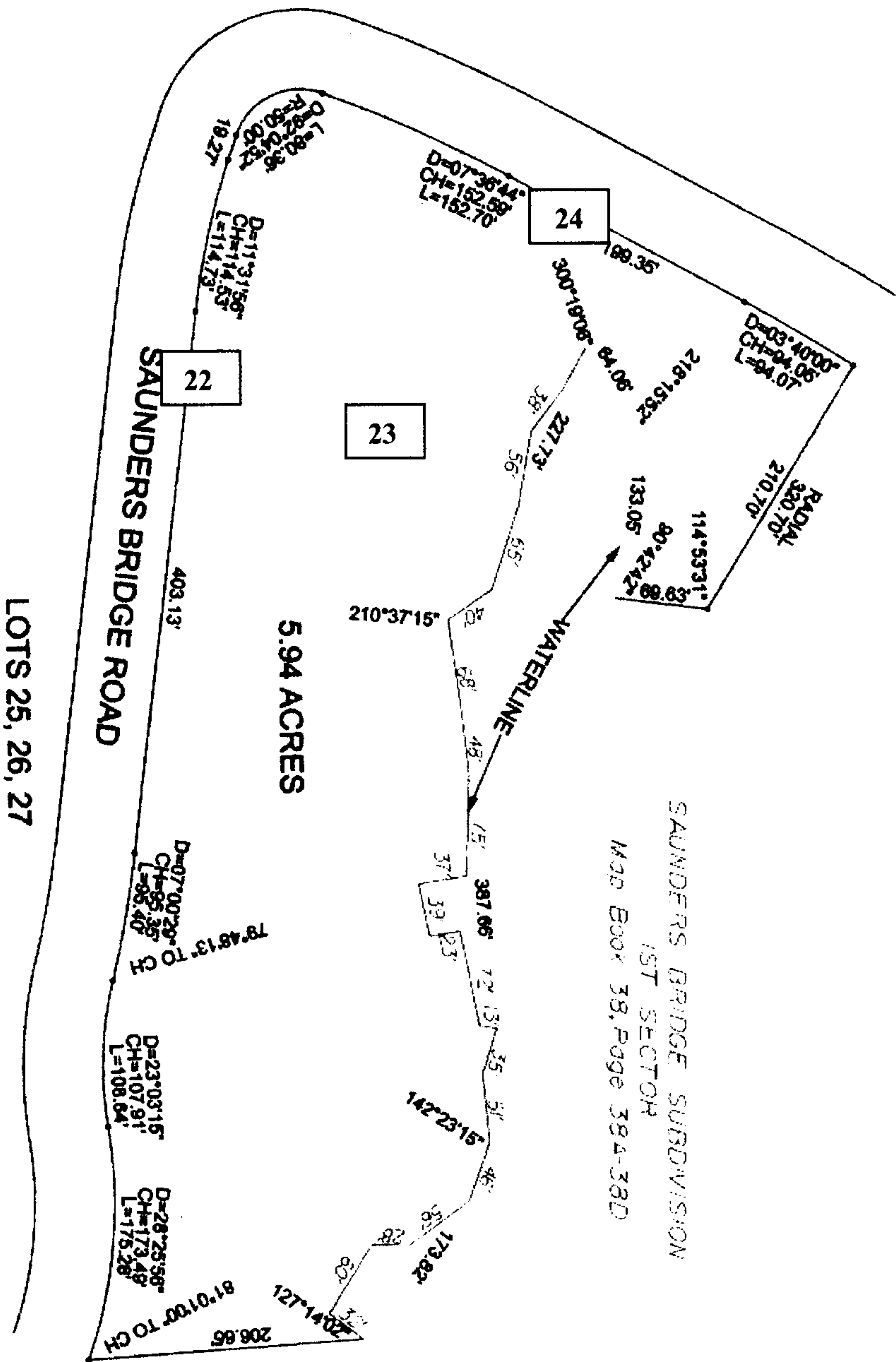
1





Prepared by:

Hatch Mott MacDonald
2320 Highland Avenue S
Ste. 175
Birmingham, AL 35205
Ph. 205-939-1119

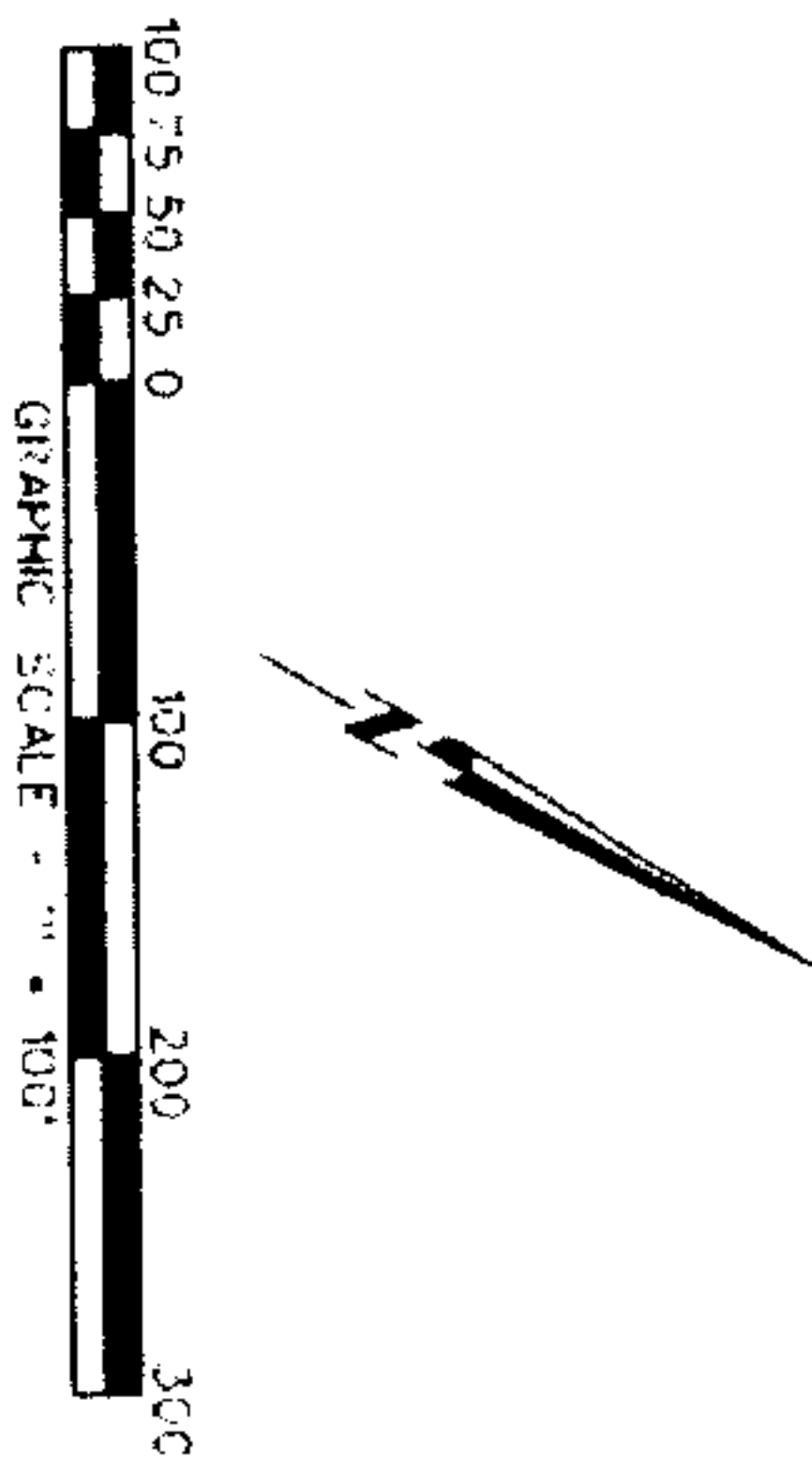


IS BASED ON INFORMATION
PREVIOUS SURVEY BY PARAGON

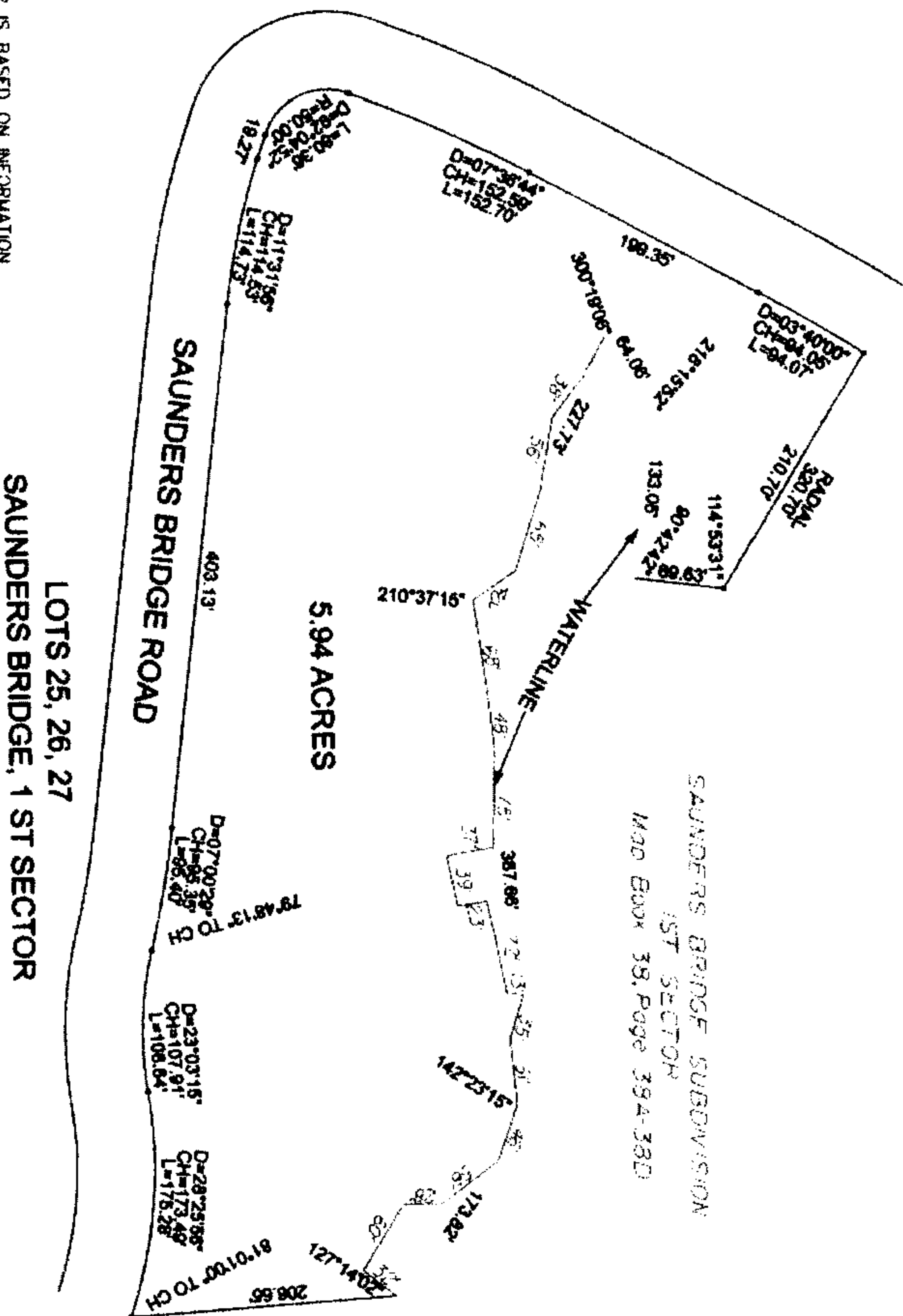
LOTS 25, 26, 27
SAUNDERS BRIDGE, 1 ST SECTOR



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THIS MAP IS BASED ON INFORMATION
FROM A PREVIOUS SURVEY BY PARAGON
ENGINEERING, A DIVISION OF HATCH MOTT
MACDONALD, DATED AUGUST 22, 2007.
THIS IS NOT AN ACTUAL BOUNDARY SURVEY.

LOTS 25, 26, 27
SAUNDERS BRIDGE, 1ST SECTOR

Shelby County
State of Alabama

Beginning at the Southeast corner of Lot 25 Saunders Bridge 1st Sector, as recorded in Map Book 38, Page 38A - 38B, Shelby County, Alabama and run in an easterly direction along northerly Right of Way line of Saunders Bridge Road along the arc of a curve to the left having a central angle of 28°35'56" and a chord distance of 177.49 feet to a point of reverse curve to the right having a central angle of 23°03'15" and a chord distance of 107.91 feet; thence continue along the arc of said curve and Right of Way line a distance of 108.64 feet to a point of reverse curve to the left having a central angle of 7°03'29" and a chord distance of 95.35 feet; thence continue along the arc of said curve and Right of Way line a distance of 95.40 feet to a point; thence continue along the tangent of said curve and Right of Way line in a Northwesterly direction a distance of 403.13 feet to a point on a curve to the right having a central angle of 11°31'56" and a chord distance of 114.53 feet; thence run in a Northwesterly direction along the arc of said curve and Right of Way line a distance of 114.73 feet to a point; thence run along the tangent of said curve and Right of Way line in a Northwesterly direction a distance of 19.27 feet to a point on a curve to the right having a central angle of 92°14'52" and a radius of 50.00 feet; thence continue along the arc of said curve and Right of Way line in a Northwesterly direction a distance of 80.30 feet to a point on a curve to the right having a central angle of 7°36'44" and a chord distance of 152.49 feet; thence continue along the arc of said curve and Right of Way line in a Northwesterly direction a distance of 152.70 feet to the point; thence continue along the tangent of said curve and Right of Way line in a Northwesterly direction a distance of 199.35 feet to a point on a curve to the right having a central angle of 3°40'00" and a chord distance of 94.05 feet; thence run along the arc of said curve and Right of Way line in a Northwesterly direction a distance of 94.07 feet to a point; thence deflect 99°10'00" from the tangent of the last described curve a distance of 210.70 feet to a point; thence turn an interior angle of 114°53'31" and run to the right in a Southeasterly direction a distance of 69.63 feet to a point on the edge of a lake; thence turn an interior angle of 90°42'42" and following the meander of the edge of said lake; run in a Southwesterly direction a distance of 133.05 feet to a point on the edge of said lake; thence turn an interior angle of 218°13'52" and continuing along the meander of the edge of said lake; run to the right in a Southwesterly direction a distance of 164.16 feet to a point on the edge of said lake; thence turn an interior angle of 309°19'06" and following along the meander of the edge of said lake for a distance of 199 feet, more or less, run to the right in a Southeasterly direction a distance of 227.73 feet to a point on the edge of said lake; thence turn an interior angle of 210°37'15" and following along the meander of the edge of said lake for a distance of 461 feet, more or less, run to the right in a Northwesterly direction a distance of 387.66 feet to a point on the edge of said lake; thence turn an interior angle of 142°23'15" and following along the meander of the edge of said lake for a distance of 722 feet, more or less, run to the right in a Southeasterly direction a distance of 173.82 feet to a point on the edge of said lake and the easterly line of Lot 25; thence turn an interior angle of 127°14'02" and leaving said lake run to the right in a Southerly direction along said easterly line a distance of 206.65 feet to the Point of Beginning, containing 5.94 acres, more or less.

Map Showing a
CONSERVATION AREA
for
SAUNDERS BRIDGE
Situated in the South/2nd Section 25,
Twp. 18 South, Range 1 East,
Shelby County, Alabama

DRAWN BY: CMC REP FIELD DATE: NONE VAP DATE: NOV. 30, 2009 JOB NO: 236099

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Prepared by:

**Hatch Mott
MacDonald**

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Sta. 175
Birmingham, AL 35205
Ph. 205-939-7719



SECTION 23
TWP. 18 SOUTH
RNG. 1 EAST

SECTION 23
TWP. 18 SOUTH
RNG. 1 EAST

**TWIN PINES ROAD
(60' PRIVATE ROAD)**

**SAUNDERS BRIDGE SUBDIVISION
1ST SECTOR**
Map Book 38, Page 38A-38D

8.4 ACRES ±

THIS MAP IS BASED ON INFORMATION
FROM A PREVIOUS SURVEY BY PARAGON
ENGINEERING, A DIVISION OF HATCH MOTT
MACDONALD, DATED AUGUST 22, 2007.
THIS IS NOT AN ACTUAL BOUNDARY SURVEY.

Shelby County
State of Alabama

Commence at a found rebar and cap marking the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 23, Township 18 South, Range 1 East, Shelby County, Alabama and run in an Easterly direction along the South line of said 1/4 section for a distance of 322.71 feet to a point; thence deflect 90°00' right and leaving said 1/4 line run in a Southerly direction a distance of 406.05 feet to the Point of Beginning of the herein described parcel; thence deflect 122°12'14" left and run in a Northeasterly direction a distance of 166.72 feet to the beginning of a curve to the right having a radius of 7967.50 feet, and a central angle of 3°32'02"; thence run in a Northeasterly direction along the arc of the last described curve a distance of 491.41 feet to the point of tangency; thence run tangent to the last described curve in a Northeasterly direction a distance of 28.85 feet to the beginning of a curve to the right having a radius of 1712.72 feet and a central angle of 7°18'16"; thence run in a Northeasterly direction along the arc of the last described curve a distance of 218.35 feet to the point of tangency; thence run tangent to the last described curve a distance of 270.64 feet to a point; thence turn an interior angle of 101°35'53" and run to the right in a Southeasterly direction a distance of 190.63 feet to a point on the edge of a lake; thence turn an interior angle of 98°47'08" and following the meander of the edge of said lake for a distance of 811 feet, more or less, run to the right in a Southeasterly direction a distance of 680.87 feet to a point on the edge of said lake; thence turn an interior angle of 154°14'25" and continuing along the meander of the edge of said lake for a distance of 542 feet more or less, run to the right in a Southwesterly direction a distance of 520.71 feet to a point; thence turn an interior angle of 106°12'53" and leaving said lake run to the right in a Northwesterly a distance of 253.23 feet to the Point of Beginning, containing 8.4 acres, more or less.

SECTION 23
TWP. 18 SOUTH
RNG. 1 EAST

**Map Showing a
CONSERVATION AREA**

SAUNDERS BRIDGE

Situated in the South 1/4 of Section 23,
Twp. 18 South, Range 1 East,
Shelby County, Alabama

DWG. GJ. CDD/REP. FIELD DATE: NONE. MAP DATE: NOV. 30, 2009. JOB NO. 236698



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APPENDIX II: PLANT SPECIES LISTS

SPECIES OF THE SAUNDERS BRIDGE III CONSERVATION EASEMENT PROPERTY	
TREES	
Scientific Name	Common Name
Acer rubrum	red maple
Carya spp.	hickories
Cornus florida	flowering dogwood
Diospyros virginiana	persimmon
Juniperis virginiana	red cedar
Liquidambar styraciflua	sweet gum
Liriodendron tulipifera	tulip poplar
Nyssa sylvatica	black gum
Oxydendrum arboreum	sourwood
Pinus taeda	loblolly pine
Pinus virginiana	Virginia pine
Prunus serotina	black cherry
Quercus alba	white oak
Quercus margaretta	sand post oak
Quercus marilandica	blackjack oak
Quercus nigra	water oak
Quercus pagoda	cherrybark oak
Sassafras albidum	sassafras
Ulmus sp.	elm

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

HERBACEOUS SPECIES	
Scientific Name	Common Name
Allium vineale	field garlic
Amphicarpaea bracteata	hog peanut
Andropogon glomeratus	broomsedge
Asplenium platyneuron	ebony spleenwort
Aster spp.	asters
Carex sp.	sedge
Coreopsis major	greater coreopsis
Cyperus sp.	flatsedge
Danthonia spicata	oatgrass
Daucus carota	Queen Anne's lace
Desmodium spp.	beggars ticks
Dicanthelium spp.	switchgrass
Eleocharis sp.	spikerush
Elephantopus sp.	elephantfoot
Erechtites hieracifolia	fireweed
Eupatorium capillifolium	dog fennel
Eupatorium sp.	thoroughworts
Hypericum gentianoides	pineweed
Hypericum sp.	St. Johns wort
Juncus sp.	rushes
Lespedeza spp.	lespedeza
Plantago sp.	plantains
Pteridium aquilinum	bracken fern
Solidago spp.	goldenrods
Viola sp.	violet

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


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 12/30/2009 02:44:17 PM FILED/CERT

APPENDIX III: REFERENCES

- Alabama Natural Heritage Program. 2009. List of the Rare Species for Shelby County, Alabama. Database from ALNHP, Montgomery AL. Web address: http://www.alnhp.org/query_results.php
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- Weakley, A.S. 2008. Guide to the Flora of the Carolinas and Virginia (Manuscript). The Nature Conservancy, Chapel Hill, NC.

APPENDIX IV: PHOTOSTATION LIST
(Note: photographs can be enlarged by viewer)

SAUNDERS BRIDGE III CONSERVATION TRACT PHOTOSTATION LIST			
Photo #	Location (GPS coordinates WGS84)	Direction taken	Comments
Note: photos #TL1 – 17 are on adjacent Twin Pines & Saunders Bridge I & II easement tracts; For the Phase III easement, Photopoints #18-21 are in the 8.4 acre tract and #22-24 are in the 4.9 acre tract;			
TL- #			
18A	33 °26'51.5"/86 ° 30'28.9"	E	Looking into the easement along lakeshore;
18B		S	Same location as #18A; Looking across lake at previous easement phases; This point provides a good vantage for monitoring;
19	33 °26'53.1"/86 ° 30'33.2"	S	Taken from the entrance road looking into the easement;
20A	33 °26'50.1"/86 ° 30'30.8"	W	Standing at the edge of the lake, looking at young forest and woods road in easement
20B		N	Same location as #20A; Small clearing in easement; Trees in distance are out of easement;
21	33 °26'51.8"/86 ° 30'36.3"	S	Taken from the entrance road looking into the easement;
22A	33 °26'18.0"/86 ° 30'59.7"	N	Taken from the road looking into the easement, looking at a small woods road through forest;
22B		W	Same location as #22A;
23A	33 °26'18.6"/86 ° 30'59.8"	NNE	Forest land is in easement and lake is out;
23B		NNW	Same location as 23A; forest land near a corner; bridge and open land in distance are out of easement;
24	33 °26'20.3"/86 ° 31'02.9"	ESE	Taken from road looking into easement;



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 12/30/2009 02:44:17 PM FILED/CERT



Photo 18A: Looking into the easement along lakeshore;

Photo 18B: Same location as #18A; Looking across lake at previous easement phases;
This point provides a good vantage for monitoring;





Photo 19: Taken from the entrance road looking into the easement;

Photo 20A: Standing at the edge of the lake, looking at young forest and woods road in easement;





Photo 20B: Same location as #20A; Small clearing in easement; Trees in distance are out of easement;

Photo 21: Taken from the entrance road looking into the easement;





Photo 22A: Taken from the road looking into the easement, looking at a small woods road through forest;

Photo 22B: Same location as #22A;

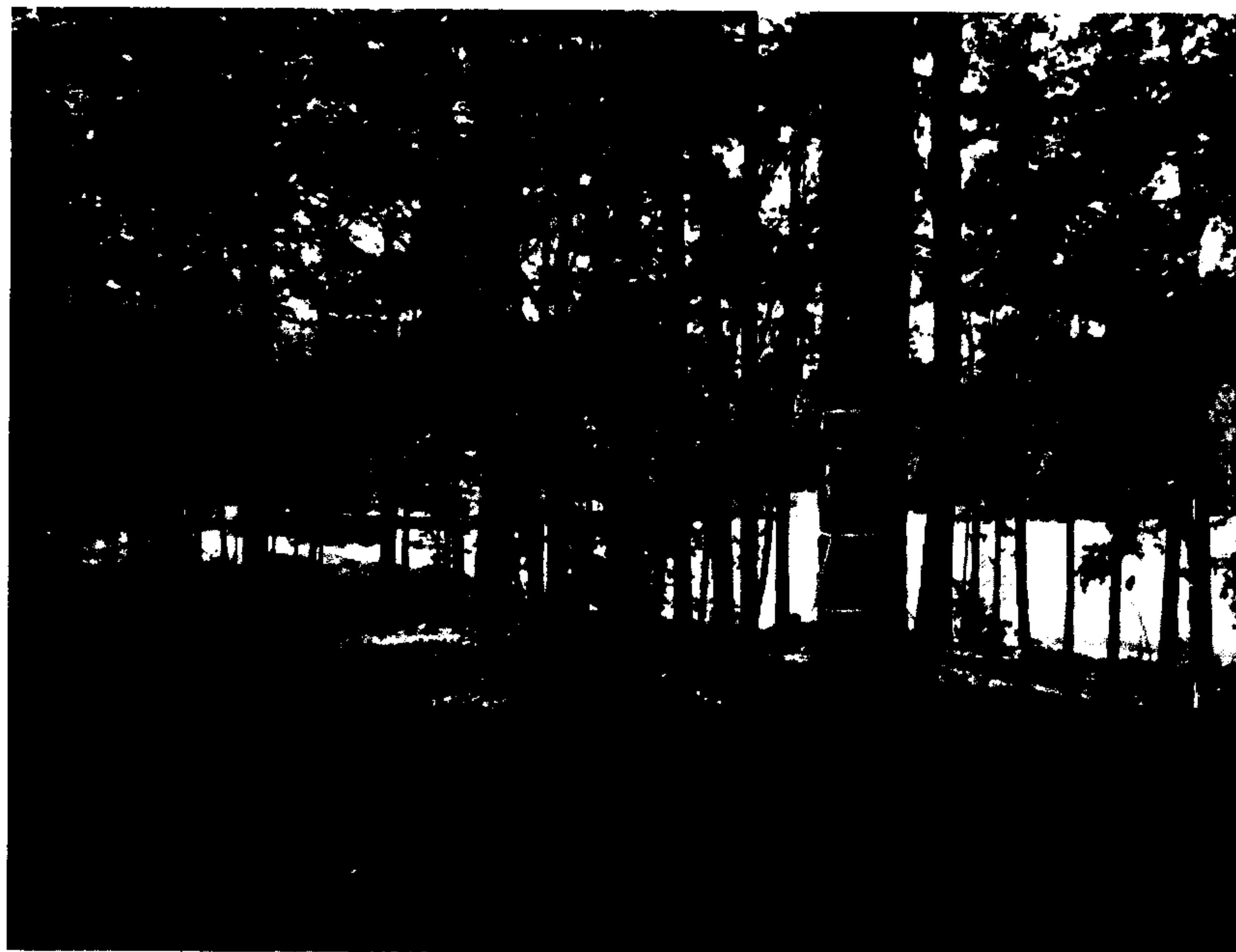


20091230000477140 38/43 \$152.00
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12/30/2009 02:44:17 PM FILED/CERT



Photo 23A: Forest land is in easement and lake is out;

Photo 23B: Same location as 23A; forest land near a corner; bridge and open land in distance are out of easement;



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12/30/2009 02:44:17 PM FILED/CERT



Photo 24: Taken from road looking into easement;



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APPENDIX V: **Alabama Natural Heritage Program List of the Rare Species for Shelby County**

Rare, Threatened, & Endangered Species & Natural Communities Documented in Shelby County, Alabama

Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Status	State Priority ¹
<u>Amphibians</u>						
<i>Ambystoma tigrinum</i>	Tiger Salamander	G5	S3			
<i>Desmognathus monticola</i>	Seal Salamander	G5	S5		SP	
<i>Rana capito</i>	Gopher Frog ⁴	G3	S2			P1
<u>Birds</u>						
<i>Haliaeetus leucocephalus</i>	Bald Eagle ³	G5	S3B	BGEPA	SP	
<i>Thryomanes bewickii</i>	Bewick's Wren ⁴	G5	SHB,SIN		SP	P1
<u>Crustaceans</u>						
<i>Cambarus acanthura</i>	Thornytail Crayfish	G4G5	S2			
<i>Cambarus ludovicianus</i>	Painted Devil Crayfish	G5	S2			
<i>Cambarus scotti</i>	Chattooga River Crayfish	G3	S2			P2
<u>Fish</u>						
<i>Alosa alabamiae</i>	Alabama Shad	G3	S2	SC ⁵	SP	P2
<i>Cyprinella caerulea</i>	Blue Shiner ⁴	G2	S1	LT	SP	P2
<i>Etheostoma ditrema</i>	Coldwater Darter	G1G2	S1		SP	
<i>Hiodon tergisus</i>	Mooneye	G5	S3S4			
<i>Notropis cahabae</i>	Cahaba Shiner ²	G2	S2	LE	SP	P1
<i>Percina aurolineata</i>	Goldline Darter	G2	S1	LT	SP	P1
<i>Percina brevicauda</i>	Coal Darter ²	G2	S2			P2
<i>Percina lenticula</i>	Freckled Darter	G2	S2S3			
<i>Percina palmaris</i>	Bronze Darter	G4	S3			
<i>Percina shumardi</i>	River Darter	G5	S3			
<u>Mammals</u>						
<i>Myotis grisescens</i>	Gray Bat	G3	S2	LE	SP	P1
<i>Myotis sodalis</i>	Indiana Bat	G2	S2	LE	SP	P1
<u>Mussels</u>						
<i>Amblema plicata</i>	Three-ridge	G5	S5			
<i>Elliptio arcata</i>	Delicate Spike	G2G3Q	S2			P1
<i>Elliptio crassidens</i>	Elephant-ear	G5	S5			
<i>Epioblasma metastriata</i>	Upland Combshell ⁴	GH	SX	LE	SP	SX
<i>Epioblasma othcaloogensis</i>	Southern Acornshell ⁴	GHQ	SX	LE	SP	SX
<i>Fusconaia cerina</i>	Southern Pigtoe	G5	S4			
<i>Hamiota altilis</i>	Fine-lined Pocketbook ³	G2	S2	LT	SP	P2
<i>Hamiota perovalis</i>	Orange-nacre Mucket	G2	S2	LT	SP	P2
<i>Lampsilis ornata</i>	Southern Pocketbook	G5	S4			
<i>Lampsilis teres</i>	Yellow Sandshell	G5	S5			
<i>Ligumia recta</i>	Black Sandshell	G5	S2			P2
<i>Medionidus acutissimus</i>	Alabama Moccasinshell ³	G2	S1	LT	SP	P2
<i>Obliquaria reflexa</i>	Threehorn Wartyback	G5	S5			

<i>Pleurobema decisum</i>	Southern Clubshell	G2	S2	LE	SP	P2
<i>Pleurobema georgianum</i>	Southern Pigtoe ³	G1	S1	LE	SP	P1
<i>Potamilus purpuratus</i>	Bleufer	G5	S5			
<i>Ptychobranhus greenii</i>	Triangular Kidneyshell	G1Q	S1	LE	SP	P1
<i>Quadrula asperata</i>	Alabama Orb	G4	S4			
<i>Quadrula rumphiana</i>	Ridged Mapleleaf	G4	S3			
<i>Strophitus connasaugaensis</i>	Alabama Creekmussel	G3	S3			P2
<i>Toxolasma corvunculus</i>	Southern Lilliput	G1	S1			P1
<i>Tritogonia verrucosa</i>	Pistolgrip	G4G5	S4			
<i>Villosa lienosa</i>	Little Spectaclecase	G5	S4			
<i>Villosa umbrans</i>	Coosa Creekshell	G2	S2			P2

Non Vascular Plants

<i>Tortula rhizophylla</i>	Moss	G3G5	S1			
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Reptiles

<i>Eumeces anthracinus</i>	Coal Skink	G5	S3			P2
<i>Farancia erytrogramma</i>	Rainbow Snake	G4	S3			P1
<i>Graptemys geographica</i>	Common Map Turtle	G5	S3			
<i>Graptemys pulchra</i>	Alabama Map Turtle	G4	S3		SP	
<i>Heterodon simus</i>	Southern Hognose Snake	G2	SH		SP	P1, possibly extirpated
<i>Lampropeltis calligaster rhombomaculata</i>	Mole Kingsnake	G5T5	S3			
<i>Macrochelys temminckii</i>	Alligator Snapping Turtle	G3G4	S3		SP	P2
<i>Pituophis melanoleucus melanoleucus</i>	Northern Pine Snake	G4T4	S3			P2

Snails

<i>Clappia cahabensis</i>	Cahaba Pebblesnail ²	G1	S1			P1
<i>Elimia ampla</i>	Ample Elimia ²	G1	S1			P2
<i>Elimia bellacrenata</i>	Princess Elimia ²	G1Q	S1			P1
<i>Elimia bellula</i>	Walnut Elimia ²	G1	S1			
<i>Elimia bullula</i>	A Freshwater Snail ²	G1G2Q	S1S2			
<i>Elimia cahawbensis</i>	Cahaba Elimia ²	G3	S3			
<i>Elimia chiltonensis</i>	Prune Elimia ²	G2	S2			
<i>Elimia clara</i>	Riffle Elimia ²	G3	S3			
<i>Elimia crenatella</i>	Lacey Elimia ^{2,4}	G1	S1			P1
<i>Elimia lachryma</i>	Nodulose Coosa River Snail ²	G1	S1			P1
<i>Elimia showalteri</i>	Compact Elimia ²	G1Q	S1			
<i>Elimia variata</i>	Squat Elimia ²	G2Q	S2			P2
<i>Leptoxis ampla</i>	Round Rocksnail ²	G2	S2	LT	SP	P2
<i>Leptoxis taeniata</i>	Painted Rocksnail ²	G1	S1	LT	SP	P2
<i>Lepyrium showalteri</i>	Flat Pebblesnail ²	G1	S1	LE	SP	P1
<i>Lioplax cyclostomaformis</i>	Cylindrical Lioplax	G1	S1	LE	SP	P1
<i>Pleurocera foremani</i>	Rough Hornsnail ³	G1	S1		SP	P1
<i>Pleurocera showalteri</i>	Upland Hornsnail	G2Q	S2			
<i>Pleurocera vestita</i>	Brook Hornsnail	G3	S2			
<i>Rhodacme elatior</i>	Domed Ancyloid	G1	S1			
<i>Tulotoma magnifica</i>	Alabama Livebearing Snail ²	G2	S1	LE	SP	P1

Vascular Plants

<i>Croomia pauciflora</i>	Croomia	G3	S2	
<i>Hymenocallis coronaria</i>	Shoals Spider-lily	G2Q	S2	
<i>Lilium michiganense</i>	Michigan Lily	G5	S1	
<i>Monarda clinopodia</i>	Basil Bee-balm	G5	S2	
<i>Phlox pulchra</i>	Wherry's Phlox ²	G2G3	S2	
<i>Ponthieva racemosa</i>	Shadow-witch Orchid	G4G5	S2	
<i>Rudbeckia auriculata</i>	Eared Coneflower	G2	S2	
<i>Stewartia malacodendron</i>	Silky Camellia	G4	S2S3	
<i>Symphyotrichum georgianum</i>	Georgia Aster ⁴	G2G3	S2S3	C
<i>Trillium lancifolium</i>	Narrow-leaved Trillium	G3	S2S3	
<i>Trillium rugelii</i>	Southern Nodding Trillium	G3	S2?	
<i>Xyris tennesseensis</i>	Tennessee Yellow-eyed Grass	G2	S1	LE

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

² Alabama endemic.

³ No occurrence record in ALNHP database but the US Fish & Wildlife Service (<http://www.fws.gov/daphne/es/specieslst.html#Shelby>) lists this species as occurring in Shelby County.

⁴ Historic occurrence.

⁵ Listed as a species of concern by the National Marine Fisheries Service (Federal Register 69(73):19975-19979, available at <http://www.nmfs.noaa.gov/pr/pdfs/fr/fr64-19975.pdf>)

USFWS Designated Critical Habitat in Shelby County, Alabama

Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Status	State Priority
<u>Mussels</u>						
<i>Epioblasma metastrata</i>	Upland Combshell	GH	SX	LE	SP	SX
<i>Epioblasma othecoogensis</i>	Southern Acornshell	GHQ	SX	LE	SP	SX
<i>Hamiota altilis</i>	Fine-lined Pocketbook	G2	S2	LT	SP	P2
<i>Hamiota perovalis</i>	Orange-nacre Mucket	G2	S2	LT	SP	P2
<i>Medionidus acutissimus</i>	Alabama Moccasinshell	G2	S1	LT	SP	P2
<i>Medionidus parvulus</i>	Coosa Moccasinshell	G1	SX	LE	SP	SX
<i>Pleurobema decisum</i>	Southern Clubshell	G2	S2	LE	SP	P2
<i>Pleurobema georgianum</i>	Southern Pigtoe	G1	S1	LE	SP	P1
<i>Pleurobema perovatum</i>	Ovate Clubshell	G1	S1	LE	SP	P1
<i>Ptychobranhus greenii</i>	Triangular Kidneyshell	G1	S1	LE	SP	P1

Location: Cahaba River, Yellowleaf Creek, Muddy Prong, Kelly Creek, Shoal Creek



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