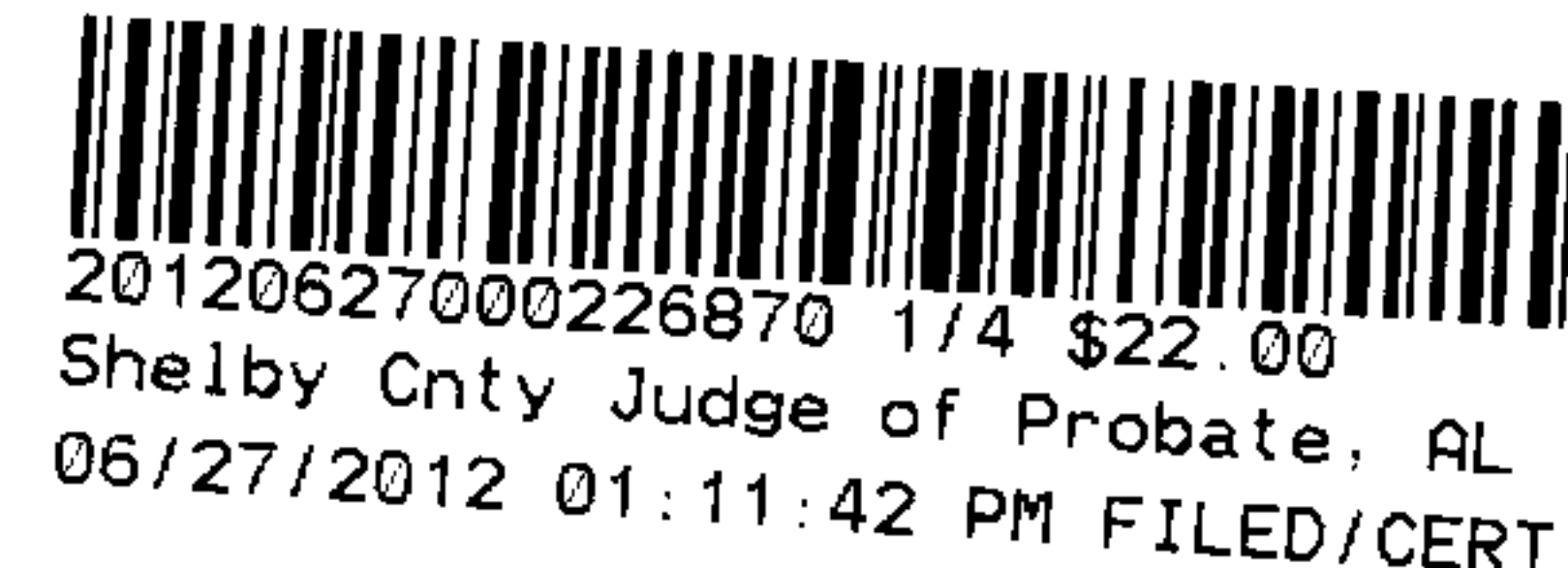


June 27, 2012

James W. Fuhrmeister  
Judge of Probate, Shelby County, Alabama  
Post Office Box 825  
Columbiana, Alabama 35051



**Re: Termination of Conservation Easement**

Dear Judge Fuhrmeister:

Currently, there exists a conservation easement (the "Easement") over that certain property (the "Property") owned by Dr. Douglas and Mr. Barbara Dickinson (the "Dickinsons"). This Easement was initially entered into by the Dickinsons with Alabama Farmers Trust, LLC and recorded with the Judge of Probate of Shelby County, Alabama at Instrument 20080707000273270 on July 7, 2008. A copy of this instrument is attached hereto for ease of reference. A description of the real property is attached to this instruction as "Exhibit A." Subsequently, the Easement was transferred by Alabama Farmers Trust, LLC to National Farmers Trust, Inc., and this is recorded with the Judge of Probate of Shelby County, Alabama at Instrument 20090521000191750 on May 21, 2009.

The parties to the Easement, namely, the Dickinsons, Alabama Farmers Trust, LLC and National Farmers Trust, Inc. have arrived at the conclusion that certain terms of the Easement are not enforceable as drafted and recorded with the Probate Judge of Shelby County pursuant to 26 U.S.C. § 170(h). Accordingly, the parties seek to remove the Easement from the Property via the recording of a document with the Probate Judge reflecting the termination of the Easement. A copy of this termination is attached hereto, and I request that this document be recorded. Enclosed please find a copy of a check with the proper recording fees in the amount of \$ 19.00, as well.

Please give me a call if you have any questions at 205-837-2334. Thank you,

Very truly yours

A handwritten signature in black ink, which appears to read "Joe H. Brady, III", is written over the words "Very truly yours".

Joe H. Brady, III

National Farmers Trust, Inc.

Enclosures

cc: Joe H. Brady, Jr., Conservation Easement Consultants  
Harlan Winn, Esq.  
John W. Clark IV, Esq.  
Jim H. Wilson, Esq.

## **TERMINATION AND RELEASE OF CONSERVATION EASEMENT**

This TERMINATION AND RELEASE OF CONSERVATION EASEMENT (this “**Termination**”) is entered into and effective as of the 26 day of June, 2012 (the “**Effective Date**”) by and between **Douglas S. Dickinson** and **Barbara G. Dickinson**, husband and wife, and the trustees of Douglas S. Dickinson 2007 Revocable Trust and Barbara G. Dickinson 2007 Revocable Trust, respectfully, (collectively, the “**Grantor**”) **Alabama Farmers Trust, LLC** and **National Farmers Trust, Inc.** (collectively, “**Grantee**”).

### **RECITALS**

WHEREAS, an initial conservation easement was entered into by Grantor and Grantee, or their predecessors, specifically by and between Douglas S. Dickinson 2007 Revocable Trust and Barbara G. Dickinson 2007 Revocable Trust as tenants in common, with an address of 202 Lake Heather Drive Birmingham, Alabama 34242 and Alabama Farmer’s Trust, LLC, with an address of 9 Office Park Circle Suite 102, Birmingham, Alabama 35223, and was recorded July 7, 2008 with the Judge of Probate of Shelby County, Alabama as instrument 20080707000273270 (the “**Easement**”);

WHEREAS, a corrective conservation easement was entered into by Grantor and Grantee, specifically by and between Douglas Dickinson and Barbara Dickinson, as husband and wife, and National Farmers Trust, Inc., and was recorded May 21, 2009 with the Judge of Probate of Shelby County, Alabama and recorded as instrument 20090521000191750 (the “**Corrected Easement**”);

WHEREAS, the Grantor and Grantee do mutually agree that the Easement and Corrected Easement are unenforceable under certain provisions of those easements, and that it is necessary for the parties to enter into this Termination in order to terminate the provisions of the Easement and Corrected Easement.

### **TERMINATION**

NOW THEREFORE, in exchange for the payment to Grantee of Ten and No/100ths Dollars (\$10.00) by Grantor, as well as Grantee’s receipt of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by Grantor and Grantee that both the Easement and the Corrected Easement are hereby terminated, released and satisfied and considered null and void, *ab initio*, and all provisions thereof are removed of record.

As of the Effective Date of this Termination, all restrictions, encumbrances and provisions of the Easement and the Corrected Easement shall become null and void.



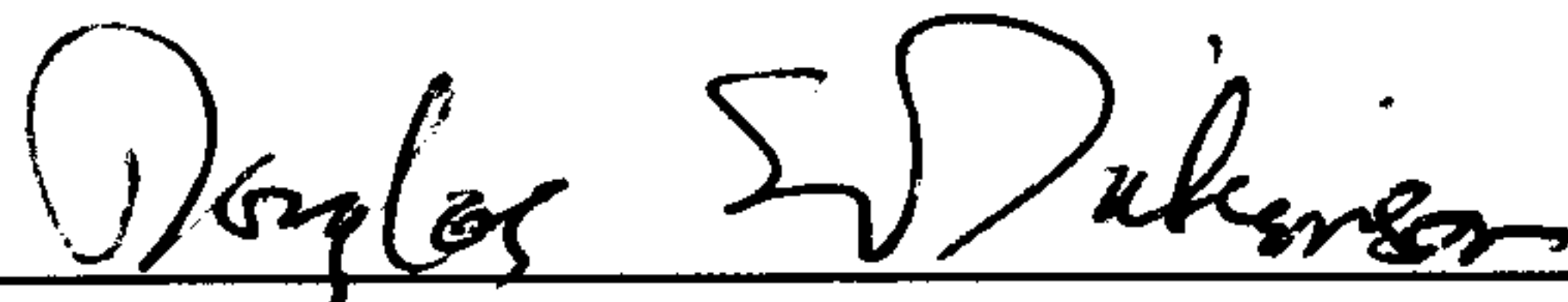
Neither party shall have any claims, rights, or liabilities pertaining to the other party with regard to this Termination.

Grantor represents and warrants that it has not sold or otherwise transferred the property covered by the Easement and the Corrected Easement.

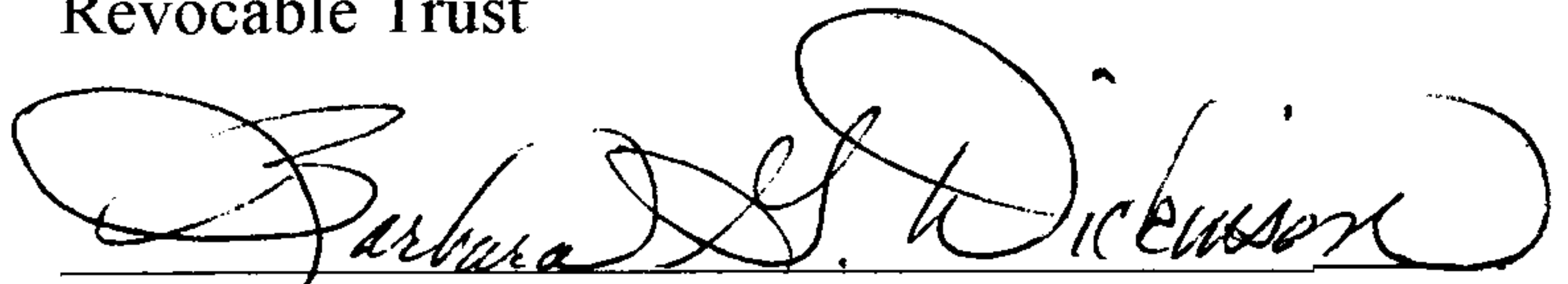
Grantee represents and warrants that it has not assigned or otherwise assigned any rights under the Easement or the Corrected Easement. The party signing on behalf of Grantee is authorized to sign this Termination and bind Grantee.

In witness whereof, the parties hereto have set their hands and seals as of the Effective Date set forth above.

**GRANTOR:**

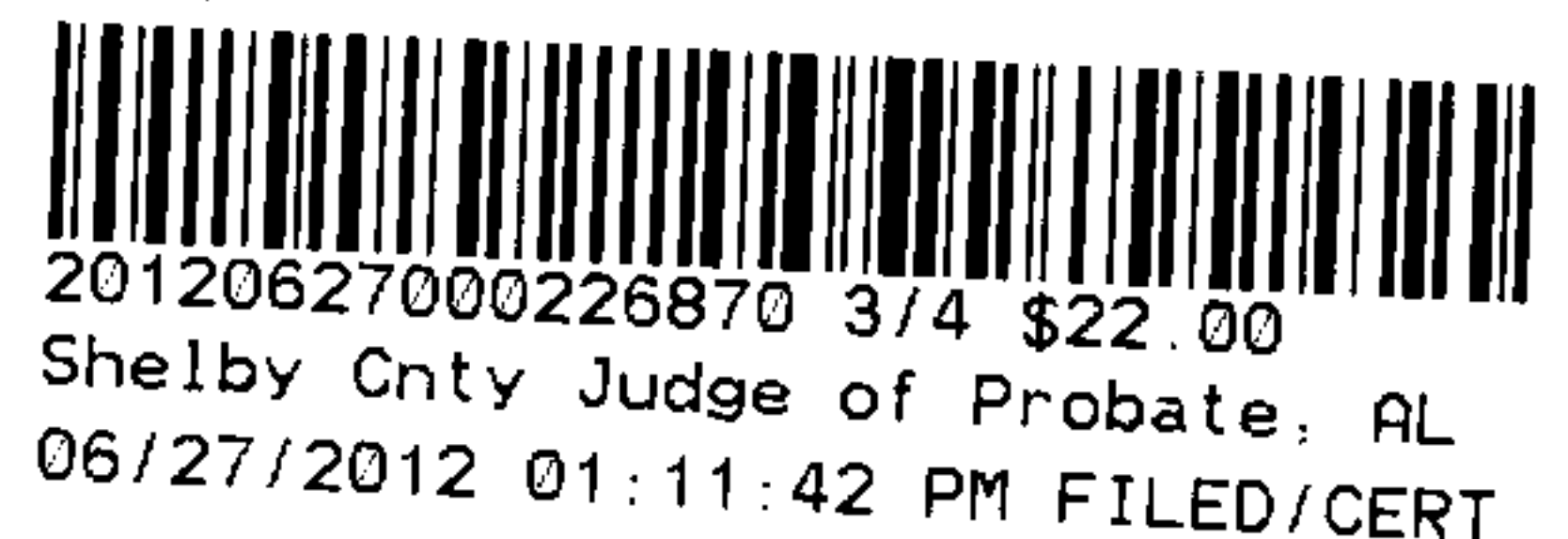


**DOUGLAS S. DICKINSON**, individually and as trustee of the Douglas S. Dickinson 2007 Revocable Trust



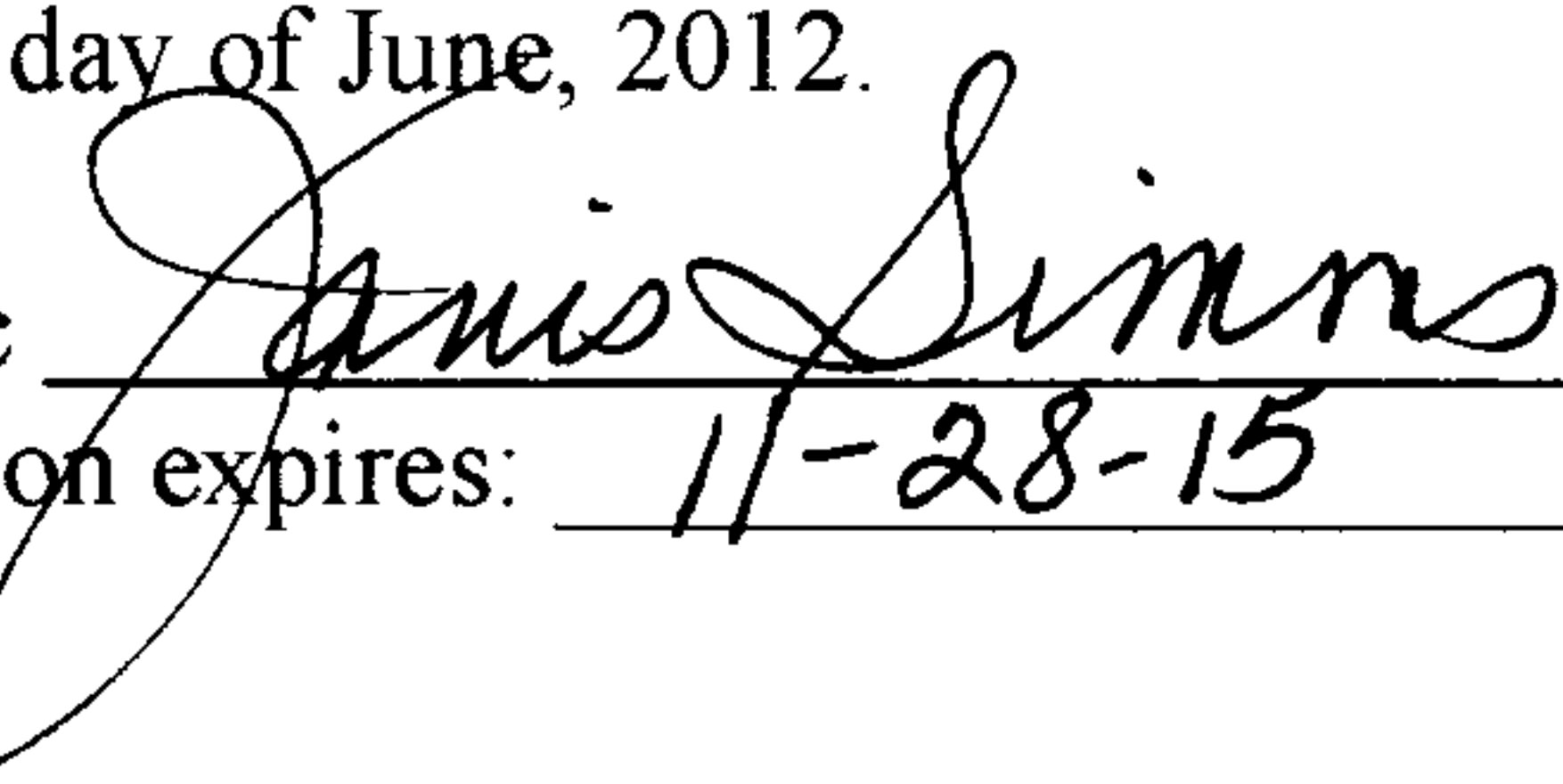
**BARBARA G. DICKINSON**, individually and as trustee of the Barbara G. Dickinson 2007 Revocable Trust

STATE OF ALABAMA )  
COUNTY OF Jefferson )



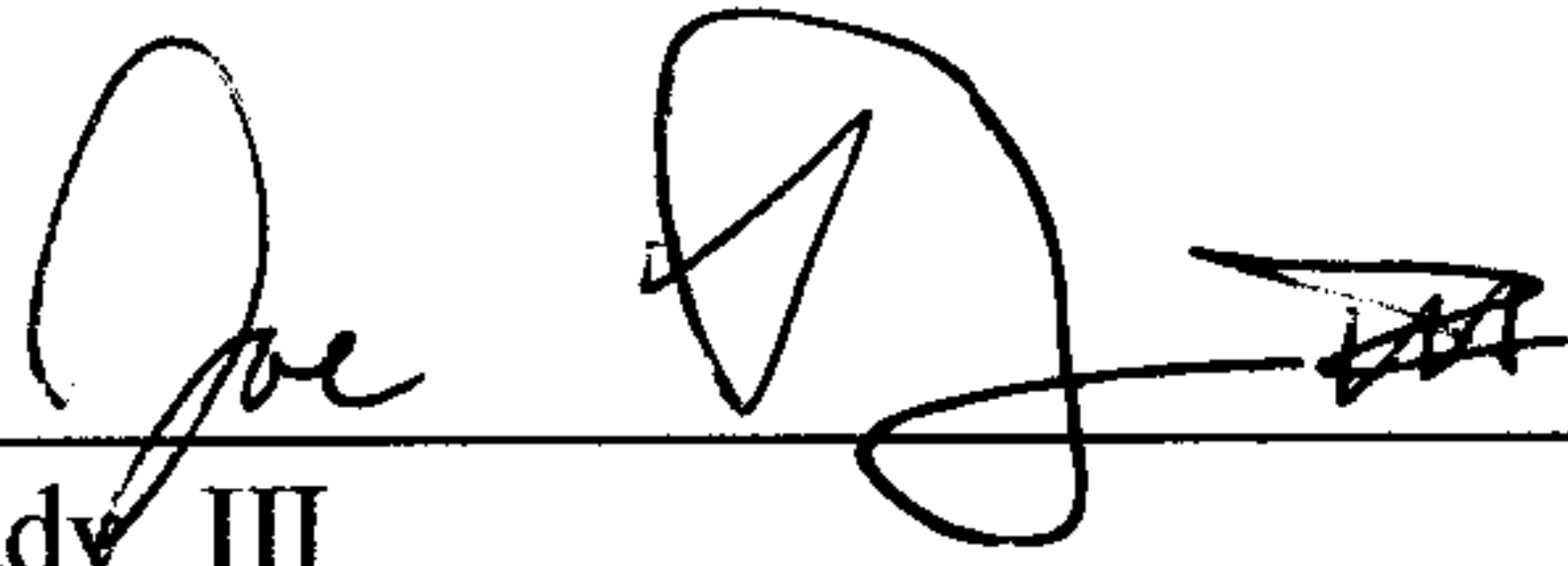
I, the undersigned, a notary public in and for said county in said state, hereby certify that **Douglas S. Dickinson**, individually and as trustee of the Douglas S. Dickinson 2007 Revocable Trust, and **Barbara G. Dickinson**, individually and as trustee of the Barbara G. Dickinson 2007 Revocable Trust, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily.

Given under my hand and official seal this 18th day of June, 2012.

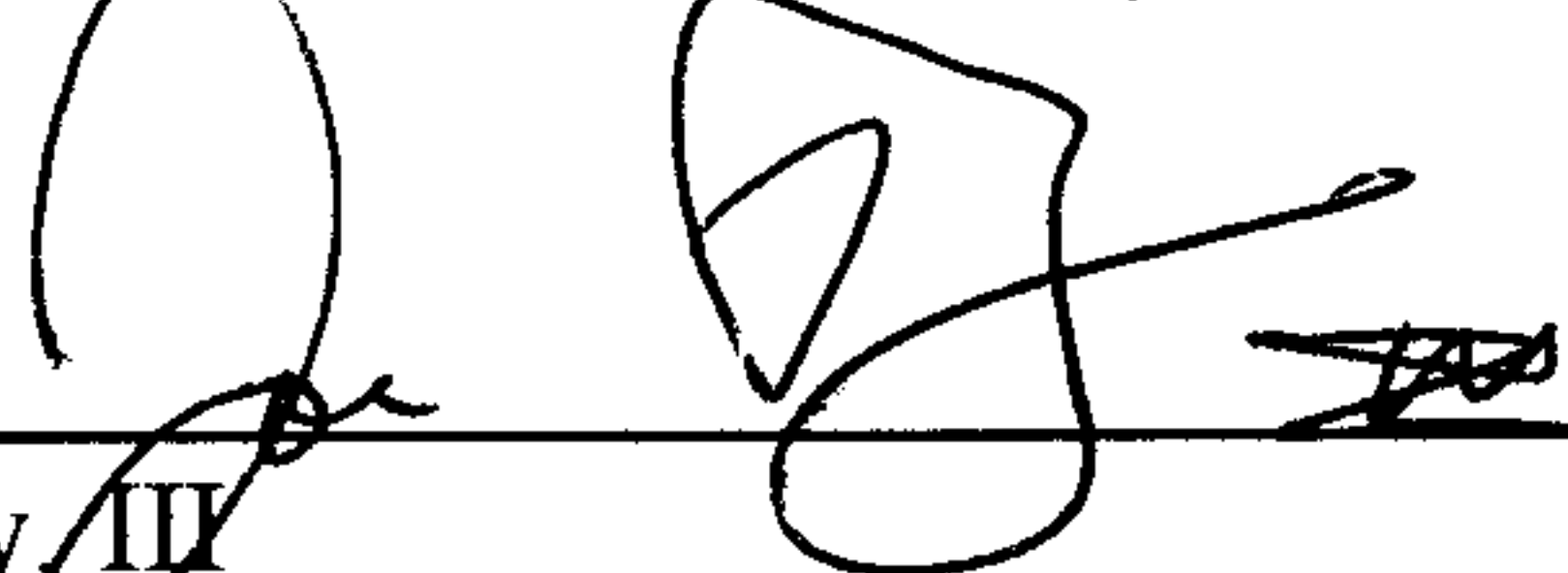
Notary Public   
My commission expires: 11-28-15

GRANTEE:

ALABAMA FARMERS TRUST, LLC

  
By: Joe Brady, III  
As its: Managing Member

NATIONAL FARMERS TRUST, INC.

  
By: Joe Brady, III  
As its: President

STATE OF ALABAMA     )  
                                     :  
COUNTY OF JEFFERSON    )


I, the undersigned, a notary public in and for said county in said state, hereby certify that **Joe Brady, III** whose name as the **Managing Member** of **Alabama Farmers Trust, LLC**, an Alabama limited liability company, and as the **President** of **National Farmers Trust, Inc.**, an Alabama non-profit 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 said instrument, he, as such officer/director and with full authority, executed the same voluntarily for and as the act of said companies.

Given under my hand and official seal this 26<sup>th</sup> day of June, 2012.

Notary Public Alisha P. Brunson  
My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Aug 28, 2013  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument prepared by:

John W. Clark IV, Esq.  
BAINBRIDGE, MIMS, ROGERS & SMITH, LLP  
The Luckie Building  
600 Luckie Drive, Suite 415 (35223)  
P. O. Box 530886  
Birmingham, AL 35253  
E-mail: [jclark@bainbridgemims.com](mailto:jclark@bainbridgemims.com)  
Telephone: (205) 879-1100  
Facsimile: (205) 879-4300

  
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Shelby Cnty Judge of Probate, AL  
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