


Shelby County, AL 12/19/2013
State of Alabama
Deed Tax: \$.50


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Shelby Cnty Judge of Probate, AL
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Mail after recording to: Southeast Regional Land Conservancy, Inc., 6111 Peachtree-Dunwoody Road, Building E, Suite 102, Atlanta, Georgia 30328. This instrument was prepared by: Christopher W. Derrick, P.C., One Town Square Blvd., Suite 339, Asheville, North Carolina 28803.

Notice of Subsequent Transfer and Subsequent Transfer Conveyance Contribution Required: See Article VI(A).

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

THIS CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIONS AND COVENANTS (this "Conservation Easement") is made effective this ~~16th~~ day of December, 2013, 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 an address of 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 Section 26, Township 18 South, Range 1 East, Shelby County, Alabama consisting of a total of approximately 9.54 acres (the "Property") as set forth and described in the three (3) property descriptions (the "Property Descriptions") and certain surveys and plats (the "Plats") prepared by Hatch Mott MacDonald, copies of which are attached hereto and incorporated herein as composite "Exhibit A."

B. As depicted on the Plats, the Property is made up of three (3) tracts consisting of those certain parcels of land designated as: (i) "Conservation Area A," consisting of approximately 3.29 acres; "Conservation Area B," consisting of approximately 2.09 acres, and "Conservation Area C," consisting of approximately 4.16 acres.

C. Owner intends that all of the area described in the Property Descriptions and depicted on the Plats be conserved, maintained and preserved as conservation area (the "Conservation Area"). Accordingly, the Conservation Area has a total area of approximately 9.54 acres.

D. 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.

E. Owner recognizes the natural, open space, aesthetic, 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.

F. Specifically, preservation of the Conservation Area shall serve the following conservation purposes:

(1) Water Quality Protection. Preservation of the Conservation Area provides important water quality protection for water features found within the Conservation Area including frontage along Twin Pine Lake, springs, and small wetland areas, thereby sustaining several public benefits including reduced storm water runoff, ground water recharge, retention of permeable surfaces, filtering runoff water, decreasing sedimentation to downstream water bodies, and protecting channels and banks from scour and erosion. Such water features also provide habitat for aquatic organisms, reproductive habitat for terrestrial amphibians, drinking sources for wildlife, and many other benefits.

(2) Natural Habitat. The Conservation Area provides for the protection of areas that serve as natural habitat and corridors for native and rare plant and animal species, as further described in the Baseline Documentation Report (as defined below), and as summarized below:

(a) The Conservation Area contains a variety of habitats including hardwood forest, wetlands, open areas and other habitats. The ecological conditions of the Conservation Area range from flat to fairly steep terrain, open meadows to mature forest, and dry slopes to open water. This variety of habitats and ecological conditions promote preservation of diverse native plant and animal species, as further described below.

(b) The Conservation Area contains at least 132 species of trees and other plants. A wide variety of small mammals, amphibians, migratory birds, predatory birds, songbirds, and waterfowl are likely to use the Conservation Area, particularly species requiring both aquatic and upland habitats. Because the Conservation Area is contains a variety of habitat and ecological conditions as described above, is connected to larger tracts of conserved property, and is somewhat proximal to known occurrences of a significant number of rare plant and animal species recorded for Shelby County, there is potential for occurrences of these rare species within the Conservation Area.

(3) Open Space Protection; Preserved Land Continuity. Preserving the Conservation Area protects open space as follows:

(a) The Conservation Easement represents a voluntary private initiative in support of a specifically delineated federal conservation policy. Pursuant to the Federal Agriculture Improvement and Reform Act of 1996 (P.L. 104-127), also known as the 1996 Farm Bill, the National Resources Conservation Service, a division of the U.S. Department of Agriculture, established the National Conservation Buffers Initiative to encourage landowners in agricultural and other urban and rural settings, such as the Conservation Area, to install buffer strips primarily to improve water quality in the United States. The Conservation Easement will directly support this government conservation policy by requiring Stream Buffer Zones (as defined below) around all water sources.

(b) The Conservation Easement will support preservation of the natural scenic beauty of Twin Pine Lake, which in connection with other preserved tracts adjoining the lake will serve to protect a substantial contiguous portion of the lake's forested shoreline.

(c) The Conservation Area adjoins three (3) other conservation areas, which in turn connects with another conservation area creating an overall contiguous area of approximately 243 acres preserved under conservation easement. Continuity in land protection is an important ecological concept for sustainable habitat for plant and animal populations as well as ecological communities. Habitat value is enhanced exponentially when connectivity occurs because habitat potential and diversity are increased, and promote better genetic diversity and larger foraging and nesting habitats.

G. As described in the Recitals hereinabove, the Conservation Area possesses natural, open space, and scenic values (collectively, "Conservation Values") of great significance to Owner, SERLC, and the general public. Owner recognizes the traditional uses of the Conservation Area for naturalistic purposes, which uses have fostered and preserved the Conservation Values described herein. Owner also recognizes that preservation of the Conservation Area will protect habitat for wildlife through long-term conservation of habitat for various species of animals and plants, as well as other uses that are compatible with the conservation and protection of the Conservation Area.

H. The ecological 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 referred to as the "Baseline Documentation").

I. 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.

J. Owner and SERLC intend this document to be a "conservation agreement" as defined in §35-18-1(1) of the Alabama Code and as set forth in Title 35, Chapter 18 of the Alabama Code (the "Alabama 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 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 PERPETUAL EASEMENT

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, open and natural character of the Conservation Area, including land and water resources, rare plants, animals, and plant communities, and to prevent any use of the Conservation Area that will impair or interfere with the Conservation Values or interest of the Conservation Area.

ARTICLE II: RETAINED RIGHTS AND PROHIBITED AND RESTRICTED ACTIVITIES

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

All rights reserved herein 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 as set forth in this Article II are prohibited, restricted, or reserved as the case may be with respect to the Conservation Area.

A. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural 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. No Industrial, Agricultural or Residential Use. Industrial and commercial agricultural activities are prohibited on the Conservation Area. The Conservation Area shall not be used for a residence.

C. Recreational Uses. Subject to and in accordance with all applicable law and regulations and the provisions of this Conservation Easement, Owner reserves the right to use the Conservation Area for fishing, hiking, biking, and horseback riding, and other recreational

activities permitted by this Conservation Easement; provided, however, no hunting shall be permitted on the Conservation Area.

D. Facilities and 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 construction on the areas 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 additional non-dwelling structures on the Conservation Area, including picnic shelters, pavilions, and other similar improvements for permitted recreational activities (hereinafter “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 be located in any “Significant Habitat” area designated in the Baseline Documentation, and shall be designed and located so as to avoid tree removal; and (d) SERLC approves any proposed Additional Structures with a cost in excess of Twenty-Five Thousand Dollars (\$25,000) in accordance with Article II, Section O before any construction or earth disturbance commences.

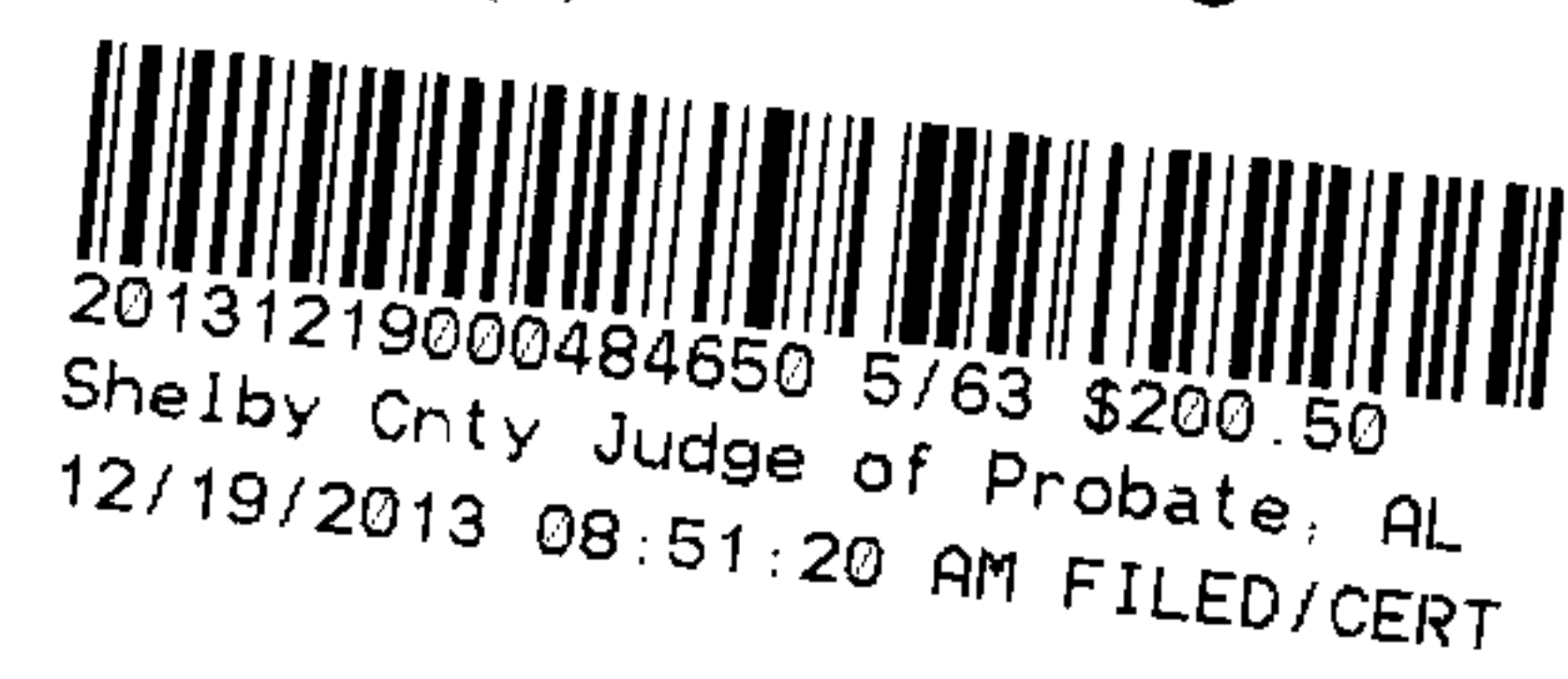
E. Roads.

(1) Existing 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.

(2) Maintenance. 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 E. Owner shall be responsible for the proper maintenance of, and the prevention of soil erosion, on all Existing Roads. 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, resurfacing, replacement of culverts and bridges, and maintenance of roadside ditches.

(3) Vehicles. All activities permitted on the Conservation Area may be conducted using all-terrain vehicles, such as 4-wheelers and the like; provided, however, all vehicles shall be used in such a manner as to avoid soil disruption and destruction of plant life. Use of vehicles larger than all-terrain vehicles shall be restricted to the Existing Roads.

F. 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.



G. Water, Water Quality and Drainage Patterns. Owner shall manage the Conservation Area in a manner so as to prevent pollution, alteration, or depletion of surface water, natural watercourses, subsurface water, or any other water bodies. All areas within 100 feet of any lakes, rivers, creeks, streams, or natural wetlands located within the Conservation Area are designated as "Stream Buffer Zones," and shall not be disturbed and shall retain a permanently protected vegetated buffer, except as provided below. Diking, draining, damming, filling or removal of any wetlands is prohibited on the Conservation Area. Notwithstanding the foregoing restrictions, Owner shall be permitted to perform the following actions in furtherance of preserving and protecting the Conservation Values:

(1) Lakeshore Maintenance. Owner shall be permitted to control understory growth which may occur along the lakeshore for the purposes of maintaining aesthetic views of the shoreline. Control of such growth shall be performed only by means of cutting vegetation without disturbance of the underlying soil, such that a vegetative cover will be maintained to prevent erosion or sedimentation runoff into the lake.

(2) Earthen Dam Maintenance. Owner shall be permitted to cut vegetation and remove tree growth as necessary occurring in the vicinity of the existing earthen dam for the purpose of ensuring and maintaining the structural integrity of the dam.

H. Plants and Wildlife. Except as provided herein, 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. Non-native plants may be used for landscaping purposes in the area immediately surrounding the present stone fire circle structure located in Conservation Area B and described in the Baseline Documentation.

I. Signage. Display of billboards, signs or advertisements is prohibited on or over the Conservation Area, except for (1) no trespassing signs, (2) directional signs to allowed activities (which shall not exceed four (4) square feet in area), (3) interpretive trail signs identifying the Conservation Values of the Conservation Area, and/or (4) signs identifying the Owner as owner of the Conservation Area.

J. Topography. Except as reasonably necessary for the construction and maintenance of the improvements allowed under this Conservation Easement and for the purpose of combating erosion or flooding, there shall be no (1) filling, excavating, dredging, mining or drilling; (2) removal of topsoil, sand, gravel, rock, minerals or other materials; or (3) any dumping or changing of the topography of the land in the Conservation Area in any manner.

K. Dumping. The 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 such materials are used for permitted gardening, permitted landscaping, or to level parts of the terrain for other uses permitted hereunder.

L. Vegetation.

(1) Removal of Vegetation. Owner reserves the right to cut vegetation, or remove or destroy trees or vegetation within the Conservation Area under only the following conditions and only for the following purposes: (1) to clear and restore vegetative cover that has been damaged or disturbed by forces of nature or otherwise; (2) to remove invasive plant species; (3) to remove dead, dying or damaged trees near trails, roads, or structures that may

reasonably pose a danger or create hazardous conditions; (4) to remove trees to the minimum extent necessary to install or construct the items permitted to be constructed under this Conservation Easement; (5) to use such removed wood as firewood for allowed activities on the Conservation Area; (6) control of vegetative undergrowth along the lake shoreline as provided for and restricted in Article II, Section G; and (7) control of vegetative and tree growth necessary to maintain the earthen dam as provided for in Article II, Section G.

(2) Use of Herbicides Prohibited. Wide area spraying of the Conservation Area with herbicides by aerial or ground means for removal or control of vegetation is specifically prohibited and is not permitted under any circumstances. Use of herbicides of any kind shall be limited to spot treatment of vegetation that is otherwise permitted to be removed under the terms of this Conservation Easement. Herbicides may only be applied in such manner so as to avoid damage or destruction to surrounding vegetation and trees, and may not be used within ten (10) feet of any water source.

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

N. 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.

O. 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:

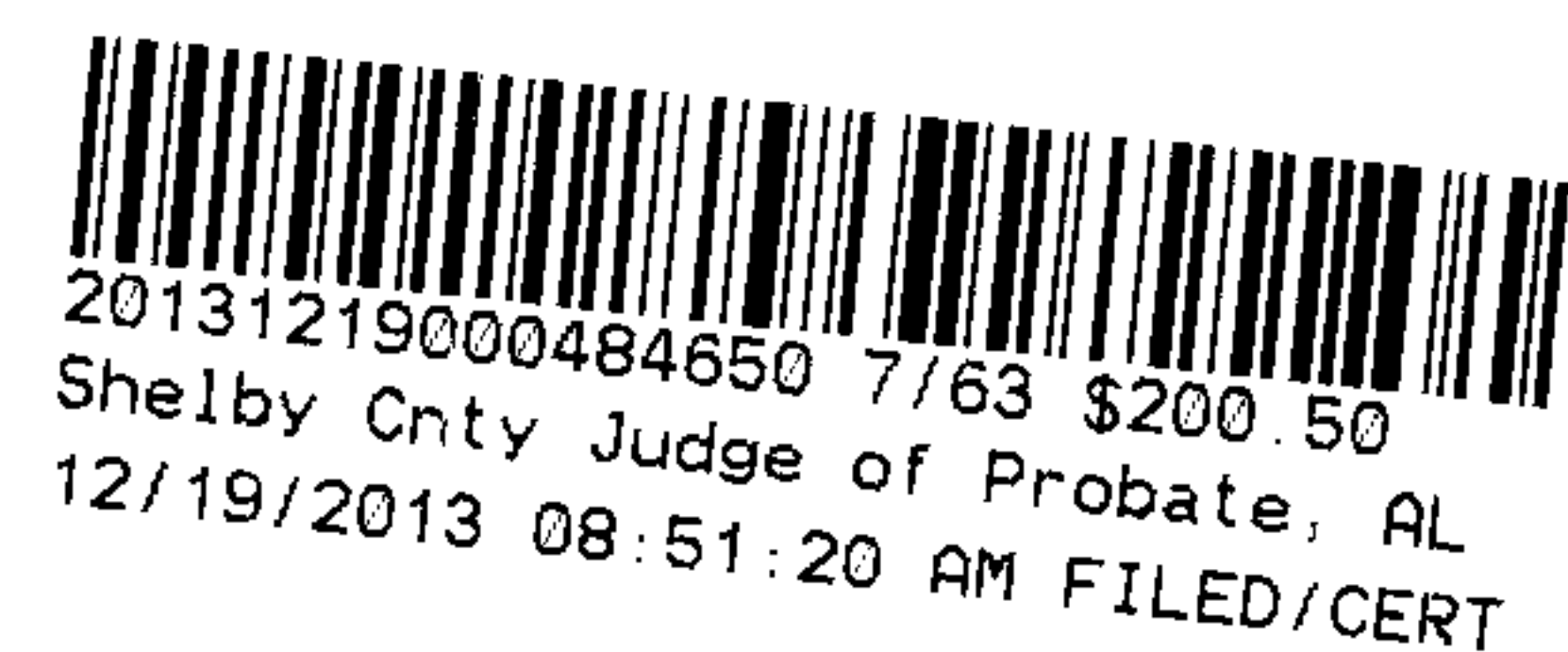
(a) the construction of any Additional Structures on the Conservation Area with a cost in excess of Twenty-Five Thousand Dollars (\$25,000) pursuant to Article II, Section D;

(b) the election by Owner to terminate otherwise reserved and permitted "commercial recreational activities" pursuant to Article VI, Section B(6) hereof; and

(c) the exercise of any reserved rights where the potential result of such exercise would impair the Conservation Values or violate 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 O 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 construction or other 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, receipt of 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.

P. 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 (i) Owner fails to cure within thirty (30) days from written notice thereof from SERLC to Owner, or (ii) under circumstances where the breach cannot reasonably be cured within such thirty (30) day period, Owner fails to begin curing such violation within the thirty (30) day period or fails to continue diligently to cure such violation until finally cured, 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 determined to have been entirely beyond the Owner's control, including, without limitation, fire, flood, storm, and natural 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.

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. However, the granting of this Conservation Easement does not convey to the public the right to enter the Conservation Area and 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: (i) 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; (ii) the Conservation Area is free and clear of any and all security interests (except for security interests that have been properly subordinated prior to the conveyance of this Conservation Easement); (iii) the Conservation Area is free and clear of any and all encumbrances, except for liens for taxes not yet due and payable and easements and road rights of way recorded prior to the date of this Conservation Easement in the place for the recording of such liens or encumbrances (the "Exceptions"); (iv) none of the Exceptions affect the perpetuity of this Conservation Easement or otherwise adversely affect or impair any of the Conservation Values of the Conservation Area or the conservation purposes of this Conservation Easement; (v) SERLC shall have the use of and enjoy all of the benefits derived from and arising out of the aforesaid Conservation Easement; and (vi) Owner has made, within a reasonable time just prior to the conveyance of this Conservation Easement, a title examination of the Property that provides the reasonable basis for each of the foregoing covenants and representations.

ARTICLE VI: MISCELLANEOUS

A. Subsequent Transfers.

(1) Definition of Transfer. For purposes of this Conservation Easement, "Transfer" is defined as follows: (a) the direct or indirect sale, agreement to sell, assignment,

conveyance, lease or other disposition of the Conservation Area or any portion of the Conservation Area; and (b) if a majority ownership interest in, or control of, the Conservation Area is changed as a result, the transfer of stock, partnership or other ownership interests in the Owner. The occurrence of any of these events is a Transfer whether or not it is voluntary, involuntary, by operation of law, or otherwise.

(2) Notice Required. Nothing in this Conservation Easement shall limit the right of Owner, its successors or assigns to Transfer the Conservation Area, provided that any such Transfer shall be under and subject to this Conservation Easement. Owner shall notify SERLC in writing of any Transfer, whether by operation of law or otherwise, not less than 30 days prior to such Transfer, and such notice shall include a description of the proposed Transfer, the proposed date of Transfer, and the name or names and addresses for notices of the transferee(s).

(3) Authorization Prior to Transfer. Owner authorizes SERLC to (a) contact the transferee(s) to whom the Conservation Area or any part thereof will be Transferred, and other persons representing Owner or the prospective transferees, to discuss with them this Conservation Easement and, if applicable, other pertinent documents; and (b) enter the Conservation Area to assess compliance with this Conservation Easement.

(4) Continuing Obligations and Liability. The Owner prior to Transfer is liable, on a joint and several basis with the Owner following the Transfer, for the correction of violations and discharge of other obligations of Owner under this Conservation Easement. The Owner prior to Transfer shall be relieved of liability for violations and discharge of other obligations of Owner occurring after the Transfer only in the event that SERLC has been notified of the Transfer, inspects the Conservation Area, and reports no violations observed during such inspection as of the date of the Transfer; provided, however, the Owner prior to Transfer shall remain liable for violations and the discharge of other obligations of Owner occurring prior to the Transfer.

(5) Conveyance Contribution. For each Transfer, the Owner shall pay the sum of \$1,500 (the "Conveyance Contribution") to SERLC at the time of and with the written notice of Transfer to SERLC required by this Article VI, Section (A)(2) above. The Conveyance Contribution is to be adjusted as needed to maintain equivalent value with the U.S. Dollar as of the date of this Conservation Easement.

(6) Conveyance Obligations. Owner authorizes the attorney or other person handling closing of a Transfer to withhold, from funds otherwise payable to Owner as a result of the Transfer, the sums (if any) required to satisfy obligations to SERLC then outstanding or which become due upon Transfer as set forth above in this section or otherwise itemized by SERLC in its statement rendered to Owner. Owner and its successors, representatives, administrators, and assigns, further agree (a) to make specific reference to this Conservation Easement in a separate paragraph of any Transfer lease, deed or other legal instrument by which any interest in the Conservation Area is Transferred; and (b) to provide any transferee of the Conservation Area with a copy of this Conservation Easement, the Baseline Documentation, and any other material documentation related to this Conservation Easement.

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 this Conservation Easement and SERLC's resulting property right and interest (which value shall remain constant) 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 at least equal to the fair market value of this Conservation Easement (as determined through the equation stated above in this subsection). 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 such 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 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. SERLC further covenants and agrees that the terms of any such 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.

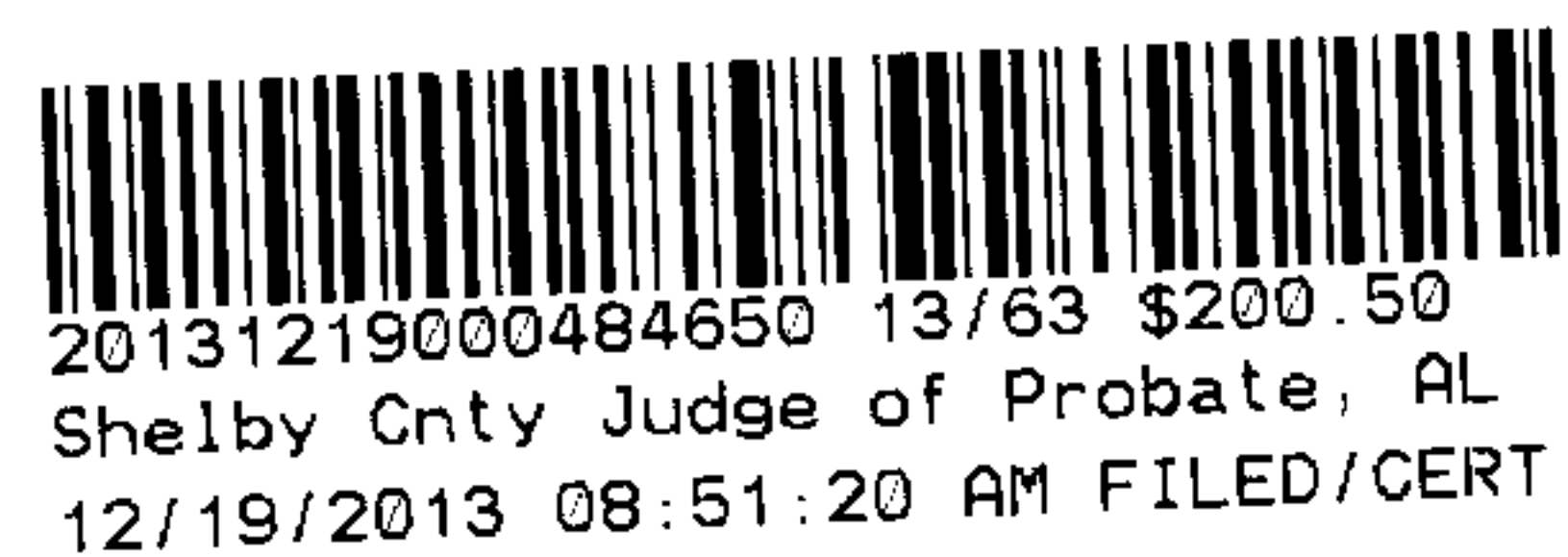
(6) Owner represents that (a) the rights and activities reserved and permitted hereunder relating to recreational activities are consistent with the conservation purposes herein and as outlined in Section 170(h) of the Internal Revenue Code, and (b) such rights and activities do not constitute more than "de minimis" use of the Conservation Area for "commercial

recreational activities” as those terms are used in Section 2031(c) of the Internal Revenue Code. Nevertheless, solely for the purpose of qualifying this Conservation Easement for the estate tax exclusion and any expansion thereof under Internal Revenue Code Section 2031(c), or its successor provisions, Owner (including Owner’s estate, successors and assigns) may elect in writing in recordable form to release and terminate otherwise reserved and permitted “commercial recreational activities” either inter vivos or, alternatively, post mortem, in accordance with Section 2031(c), to the extent permitted by said Section 2031(c), if necessary to qualify for the conservation easement estate tax exclusion under Internal Revenue Code Section 2031(c), such election to be recorded in the public records of Shelby County, Alabama. Owner shall notify SERLC in writing of such election in accordance with Article II, Section O.

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 the Alabama Conservation Easement Law, 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 which would justify the modification of certain 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 the Alabama Conservation Easement Law, 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 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, employees, representatives, consultants, and agents (collectively, the ("SERLC Indemnitees") 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 any of the SERLC Indemnitees 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 any of the SERLC Indemnitees 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 or violation of Owner's agreements, covenants and/or restrictions contained in this Conservation Easement; the failure of Owner to provide SERLC with any notice required hereunder; 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; and/or any lawsuit (even if initiated by Owner or SERLC) or governmental administrative or law enforcement action which is commenced or threatened against any of the SERLC Indemnitees 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 that 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 pursuant to this Conservation Easement must be: (i) in writing; (ii) addressed to the parties at their addresses shown hereinabove or to other address(es) as either party establishes in writing upon notification to the other; and (iii) via personal delivery, registered or certified mail (return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid). Owner acknowledges that Owner shall be liable for any and all damages arising out of Owner's failure to send or properly address any notices to SERLC pursuant to this Conservation Easement.

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.

[Signatures on following page]



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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.

Signed, sealed and delivered
In the presence of:

Melissa Cearfoss
Witness 1 Signature

Jennifer L. Sykes
Witness 2/Notary Signature

STATE OF Georgia
COUNTY OF DeKalb

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

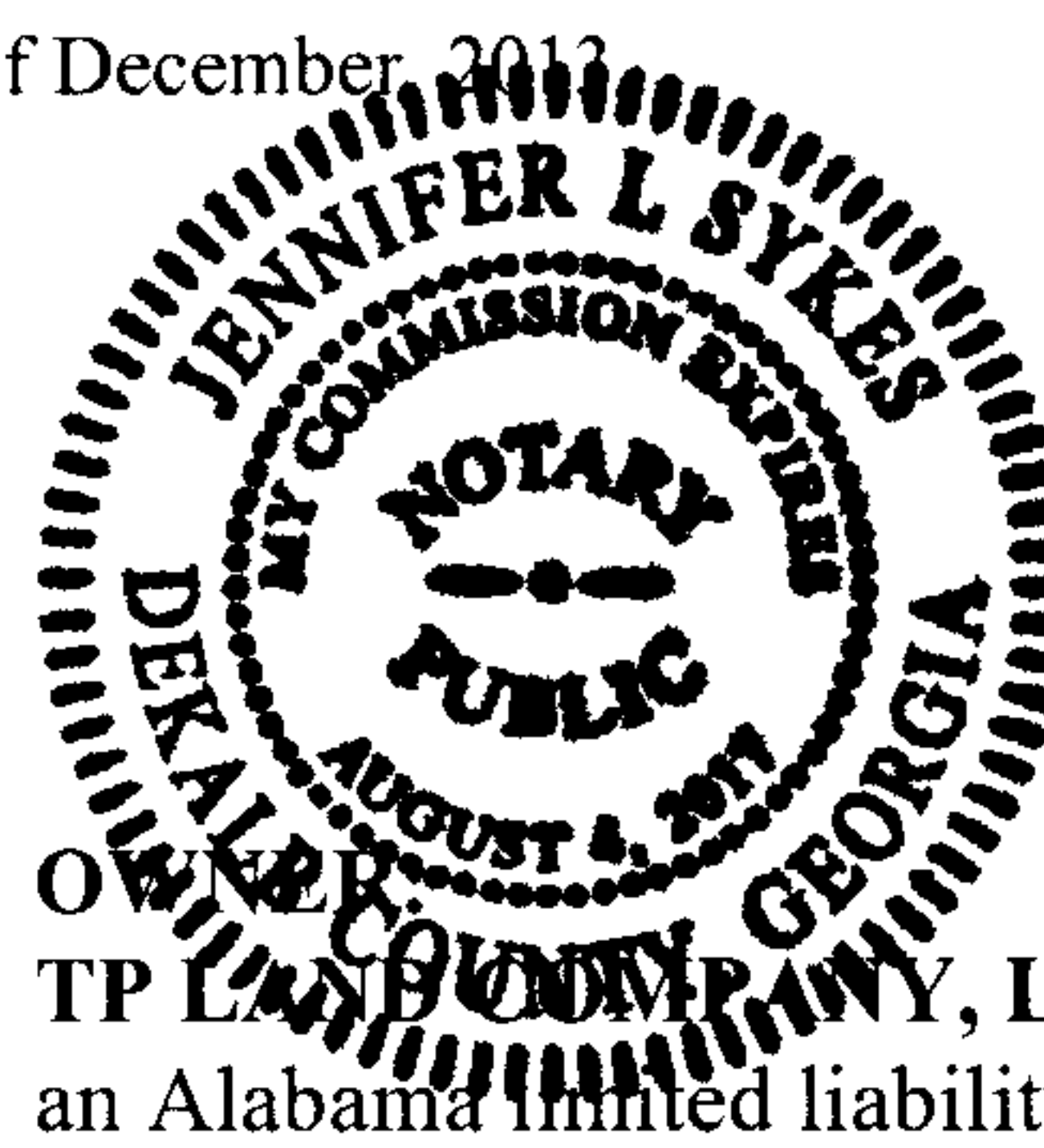
WITNESS my hand and notarial seal, this 16 day of December, 2013

Jennifer L. Sykes (SEAL)
Notary Public for DeKalb Co. Georgia
My commission expires: 8/04/17

**SOUTHEAST REGIONAL LAND
CONSERVANCY, INC.**, a North Carolina
non-profit corporation [SEAL]

By: [Signature]
James C. Wright, Executive Director

ACKNOWLEDGMENT



Signed, sealed and delivered
In the presence of:

[Signature]
Witness 1 Signature

Romona Davidson
Witness 2/Notary Signature

STATE OF Alabama
COUNTY OF Jefferson

I, Romona Davidson, 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) by authority duly given, the foregoing instrument was signed in the name of TP Land Company, LLC.

WITNESS my hand and notarial seal, this 18th day of December, 2013.

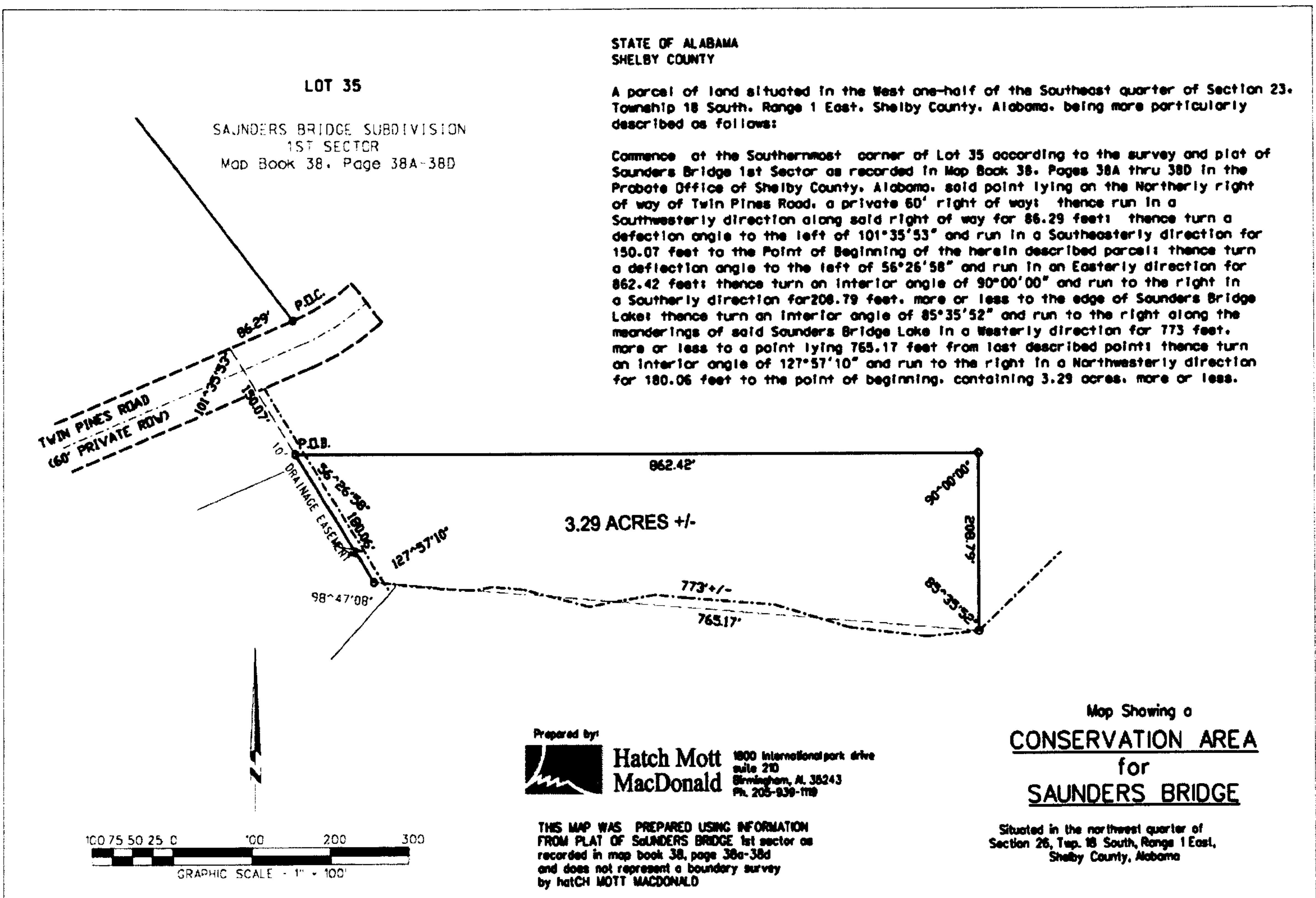
Romona Davidson (SEAL)
Notary Public for Jefferson Co. Alabama
My commission expires: 1/18/2016

ACKNOWLEDGMENT

By: [Signature]
Kenneth H. Polk, its Manager

Exhibit "A"

Property Description and Plat - Conservation Area A



STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the Northwest quarter of Section 26, Township 18 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of Lot 19 according to the survey and plat of Saunders Bridge 1st Sector as recorded in Map Book 38, Pages 38A thru 38D in the Probate Office of Shelby County, Alabama; thence run in a Northwesterly direction along the East line of said Lot 19 for 171.83 feet to a point on the Southerly edge of Saunders Bridge Lake; thence turn an interior angle of 88°11'22" and run to the right in a Northeasterly direction along the meandering of said lake for 345 feet, more or less, to a point lying 320.66 feet from last described point; thence turn an interior angle of 69°47'23" and, leaving said lake, run in a Southeasterly direction for 250.31 feet; thence turn an interior angle of 269°47'55" and run to the left in a Northeasterly direction for 190.58 feet to the east line of the Northeast quarter of the Northwest quarter of Section 26, Township 18 South, Range 1 East; thence turn an interior angle of 81°22'48" and run to the right in a Southerly direction along said east line for 60.69 feet; thence turn an interior angle of 98°37'12" and run to the right in a Southwesterly direction for 380.66 feet to the right of way of Saunders Bridge Road, a private right of way; thence turn an interior angle of 76°58'16" to the tangent of a curve to the left having a central angle of 118°40'03" and a radius of 66.00 feet and run in a Northerly to Westerly direction along the arc of said curve and along said right of way for 136.70 feet to the point of beginning; containing 2.09 acres, more or less.

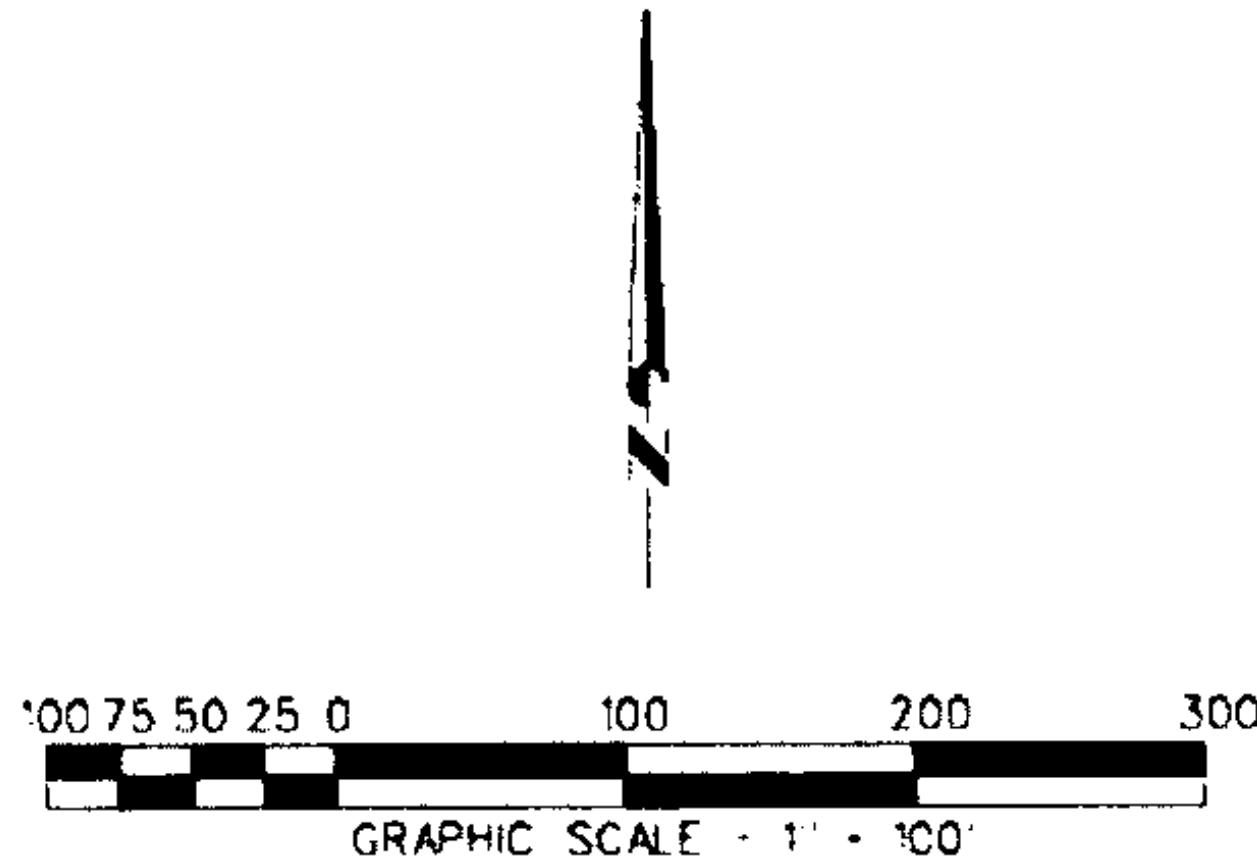
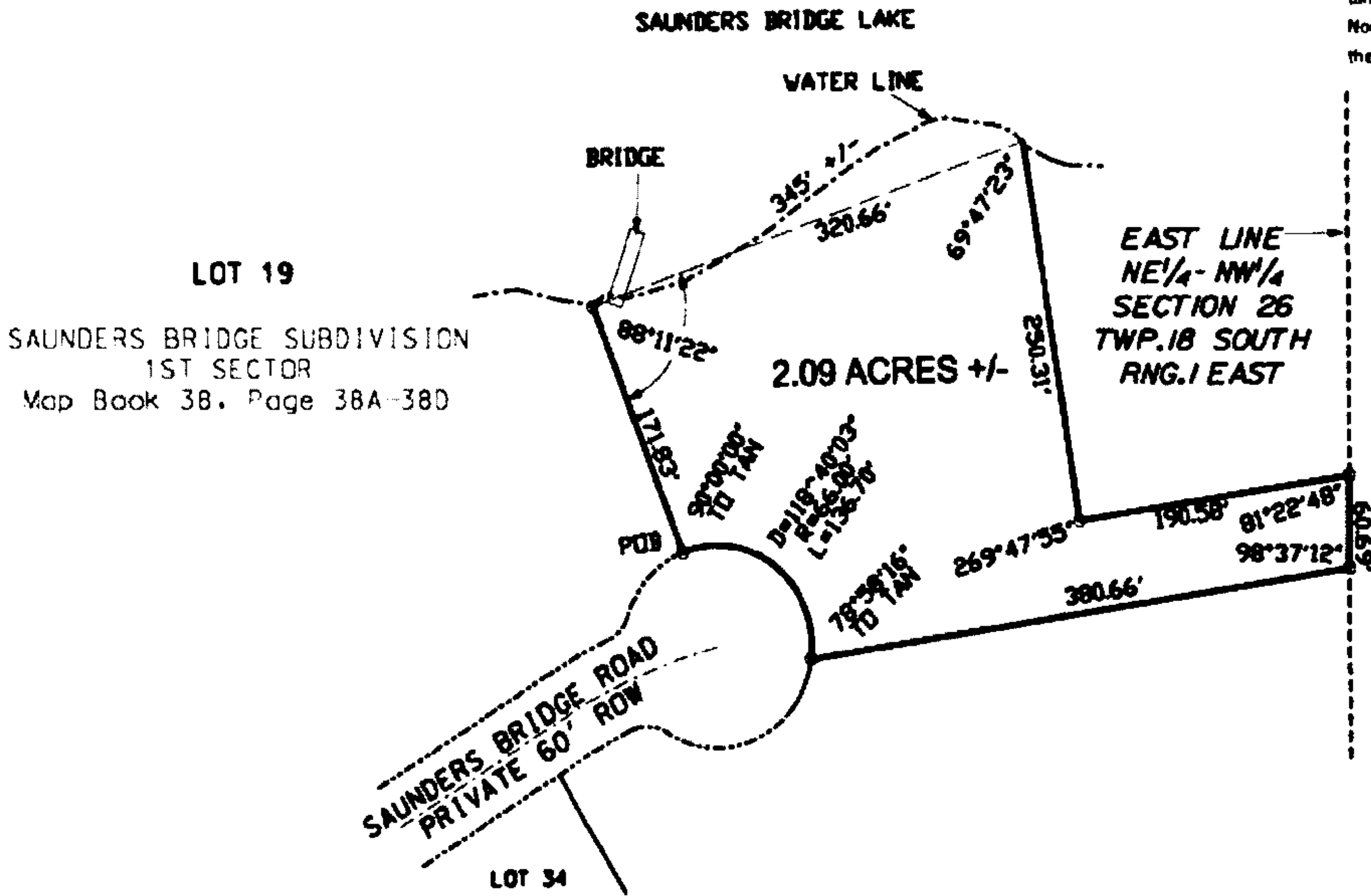
Prepared by:



**Hatch Mott
MacDonald**

1800 International park drive
Suite 210
Birmingham, AL 35243
Ph. 205-938-1119

THIS MAP WAS PREPARED USING INFORMATION
FROM PLAT OF SAUNDERS BRIDGE 1st sector as
recorded in map book 38, page 38A-38D
and does not represent a boundary survey
by HATCH MOTT MACDONALD



Map Showing a
CONSERVATION AREA
for
SAUNDERS BRIDGE

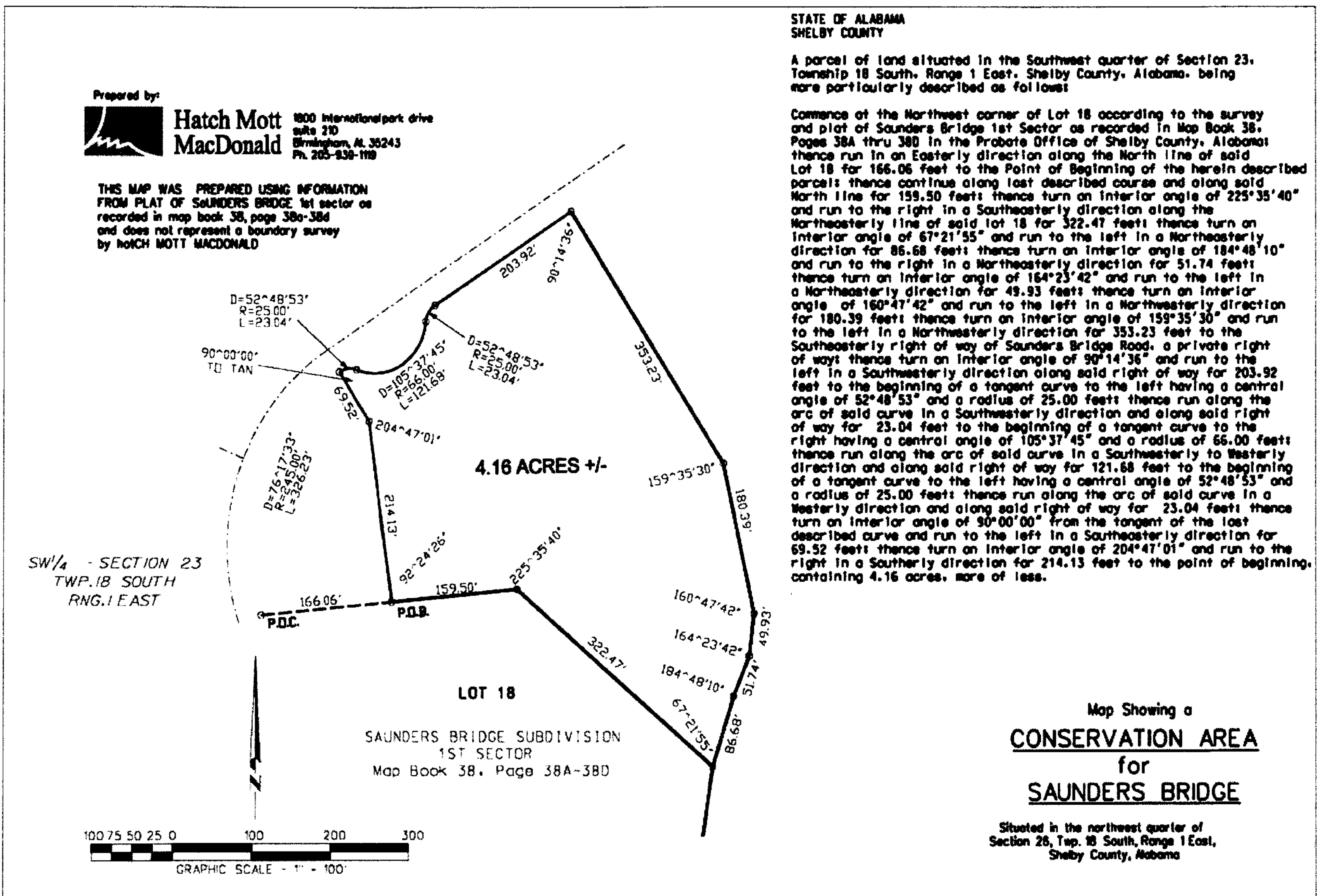
Situated in the northwest quarter of
Section 26, Twp. 18 South, Range 1 East,
Shelby County, Alabama

Property Description and Plat – Conservation Area B

Exhibit “A”

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Property Description and Plat - Conservation Area C

Exhibit "A"

**Saunders Bridge Tract IV Conservation Easement
Baseline Documentation Report**

**Saunders Bridge
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**


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

6 December, 2013



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.

FOR THE GRANTEE - SOUTHEAST REGIONAL LAND CONSERVANCY, INC.:

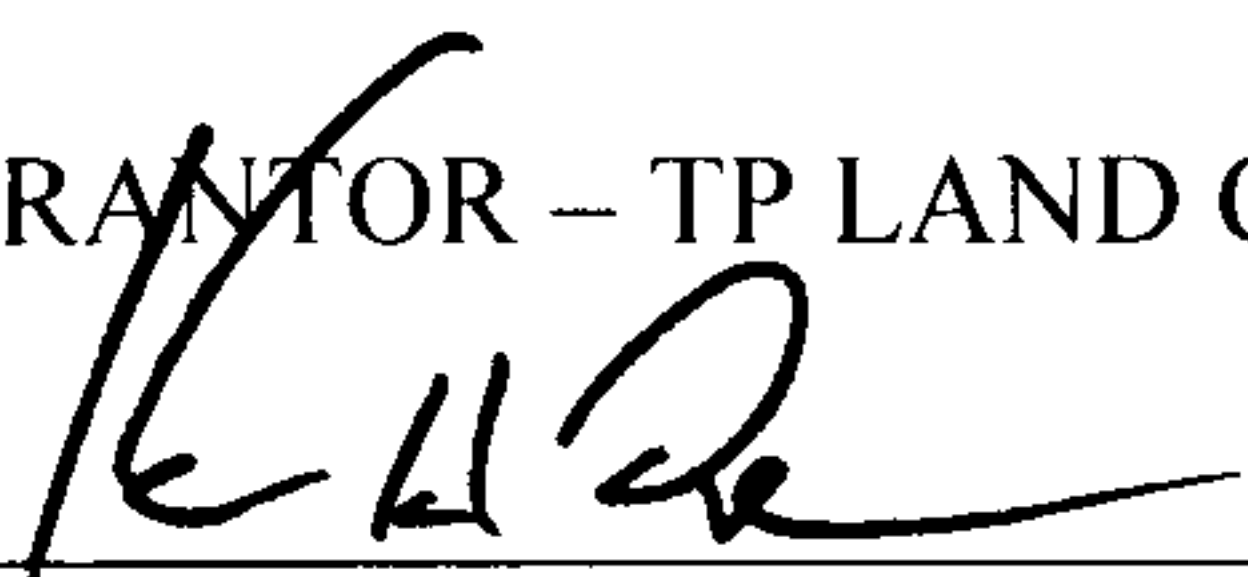


James C. Wright
Executive Director

12/16/13

Date

FOR THE GRANTOR - TP LAND COMPANY, LLC:



Kenneth H. Polk
Manager

12/16/13

Date


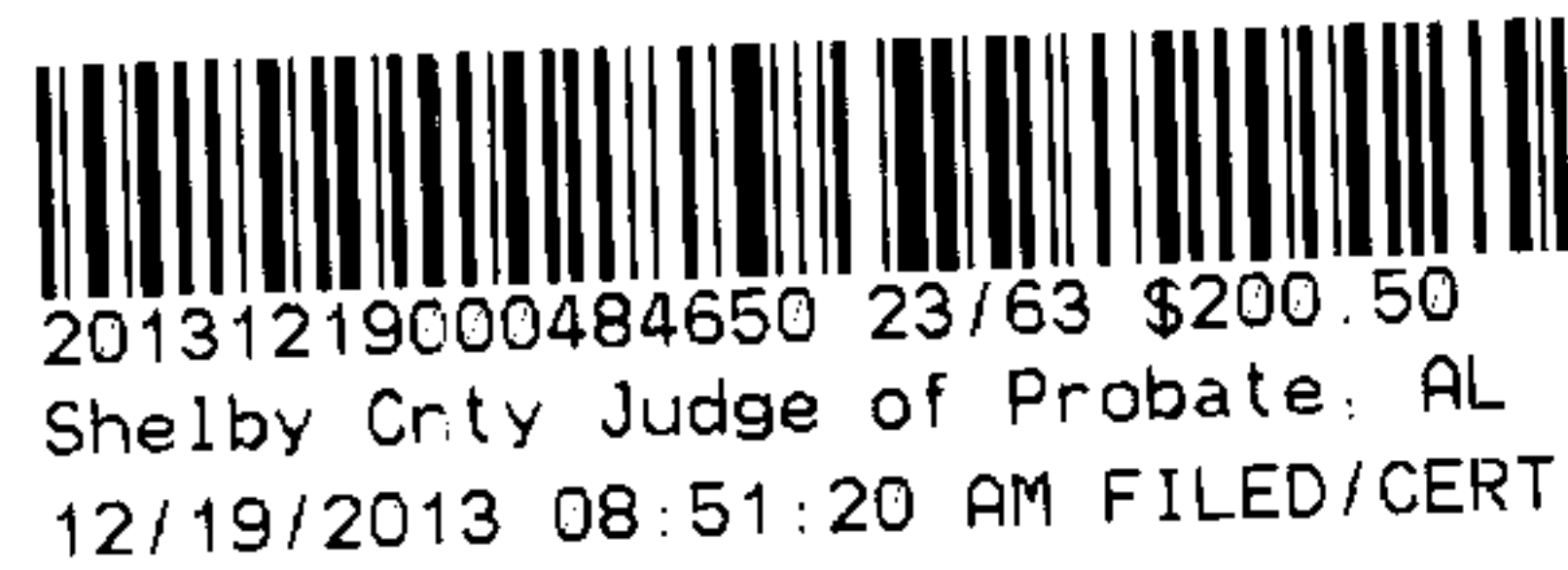

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INTRODUCTION

The Saunders Bridge IV conservation property is located east of Birmingham in Shelby County, Alabama. The site lies within the Ridge and Valley geologic province on the Southeastern US. This tract represents the fourth easement phase within the Saunders Bridge development area. Composed of three small tracts, the total easement area to be protected in this phase is approximately 9.54 acres (see maps in Appendix I).

The phase IV easement protects lakeshore and connects currently protected adjacent easement lands. The new easement will add connectivity with the conservation land of the adjoining 2007, 2008, and 2009 easements for Twin Pines and Saunders Bridge phases I, II & III (see maps). It will also add more connectivity between the conservation lands and the lake. Continuity is an important ecological concept for plant and animal habitat as well as ecological communities. Habitat value is greatly enhanced when connectivity occurs because habitat potential and diversity are increased. Animals within the easement will be able to access the water more easily. The easement has a variety of ecological settings and ranges from flat to fairly steep terrain, from open meadows to mature forests, and from dry slopes to open water.

The Saunders Bridge site has historically been used as a recreation/conference center, so much of the land has been kept in natural and scenic condition. The easement will provide a permanent green space in a developing area.

Important water features, including a lake and springs, are present on the tract and will be protected within the easement. As part of the 1996 Farm Bill (PUBLIC LAW 104-127—APR. 4, 1996, the FEDERAL AGRICULTURE IMPROVEMENT AND REFORM ACT OF 1996), the National Resources Conservation Service (NRCS) started the National Conservation Buffers Initiative to encourage landowners in agricultural and other urban and rural settings to install buffer strips primarily to improve the quality of our Nation's waters.

The protection of the wetlands, streams, and lakes allows for retention of many public benefits that will be increasingly important in the future. These include reduced storm water runoff, ground water recharge, retention of permeable surfaces, filtering runoff water, decreasing sedimentation to downstream water bodies, and protecting channels and banks from scour and erosion. The easement helps to enhance water quality in the watershed downstream. These water features provide a habitat for aquatic organisms, reproductive habitat for terrestrial amphibians, drinking sources for wildlife, and many other benefits. The small wetlands provide habitat for plant species requiring wetland habitat, as well as animals such as crayfish and amphibians.

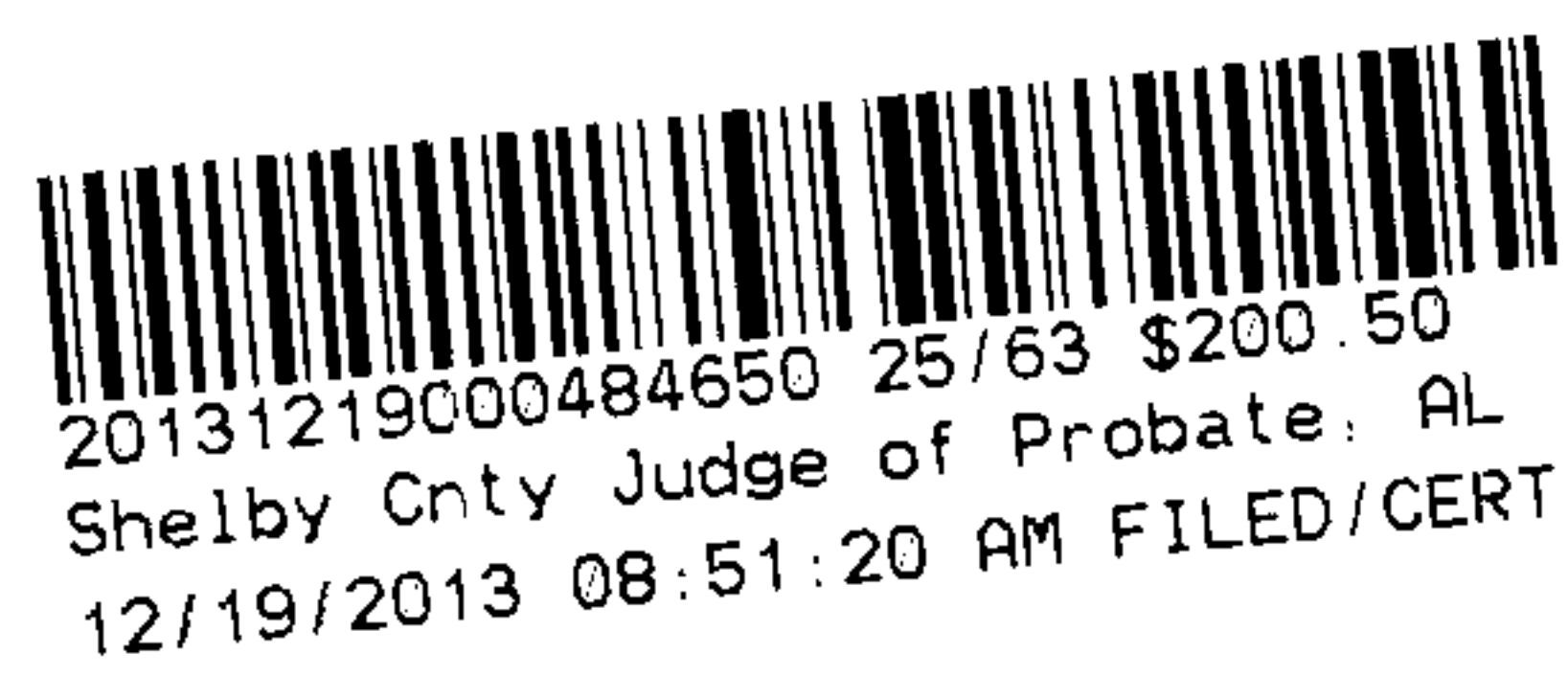
The uncommon Smith's sunflower (*Helianthus smithii*) was found in the easement. On the entire planet, this species has only been found in a limited region of eastern Alabama, SE Tennessee, and northern Georgia. This makes it a narrowly-endemic southeastern species that must have evolved to certain ecological conditions (soils, fire, forests, etc.) of this region. The species used to be on the Alabama list of rare species (as per recent

correspondence with the Alabama Natural Heritage Program). It was taken off the list several years ago due to the perplexity of taxonomic introgression and identification for some plant groups. The scientists who decide the listing status of species will be meeting again in January of 2014 and may again place the species back on the rare plant list as further taxonomical data is gained. The population on the Saunders easement appeared to be doing well (flowering and fruiting) on open meadows close to forest edges of the 3 and 4-acre tracts.

Based on the facts that the property contains small examples of natural communities such as hardwood forests, wetlands, openings, and other habitats, there is some potential for occurrences of other rare species. Numerous rare species occurrences are recorded for Shelby County.

The reserved rights are structured in the Easement Agreement such that they will not impair the conservation values of the property. Significant reserved rights permitted in the conservation easement agreement include walking, fishing, and other activities of quiet enjoyment of the property. No rights for building construction, commercial timber harvest, or new roads have been reserved for this easement. Herbicides are not to be used within the easement area with the exception of very limited spot treatment of non-native exotic species and never within ten feet of any water feature. The owners have reserved the right to trim brush along the lakeshore and mow walking paths, in addition to controlling vegetation and tree growth which may affect the integrity of an earthen dam immediately adjacent to one of the tracts. Anthropocentric features within the easement include an historic covered bridge that has been relocated to this location, a stone fire circle with several chairs, a stone pathway to the bridge, a utility pedestal, a very small 'island', portions of a manmade lake, and a mowed walking path in some locations.

The conservation values of the easement are discussed in the section to follow.




Conservation Values

- The Saunders Bridge site has historically been used as a recreation/conference center, so much of the land has been kept in natural and scenic condition. The easement will provide a permanent green space in a developing area.
- The easement protects lakeshore and connects currently protected adjacent easement lands. The new easement will add connectivity with the conservation land of the adjoining 2007, 2008, and 2009 easements for Twin Pines and Saunders Bridge phases I, II & III (see maps), which will cumulatively total 243 acres. It will also add more connectivity between the conservation lands and the lake. Continuity is an important ecological concept for plant and animal habitat as well as ecological communities. Habitat value is greatly enhanced when connectivity occurs because habitat potential and diversity are increased. Animals within the easement will be able to access the water more easily.
- Important water features, including a lake and springs, are present on the tract and will be protected within the easement. As part of the 1996 Farm Bill (PUBLIC LAW 104-127—APR. 4, 1996, the FEDERAL AGRICULTURE IMPROVEMENT AND REFORM ACT OF 1996), the National Resources Conservation Service (NRCS) started the National Conservation Buffers Initiative to encourage landowners in agricultural and other urban and rural settings to install buffer strips primarily to improve the quality of our Nation's waters.
- The easement has a variety of ecological conditions and ranges from flat to fairly steep terrain, from open meadows to mature forests, and from dry slopes to open water.
- The protection of the wetlands, streams, and lakes allows for retention of many public benefits that will be increasingly important in the future. These include reduced storm water runoff, ground water recharge, retention of permeable surfaces, filtering runoff water, decreasing sedimentation to downstream water bodies, and protecting channels and banks from scour and erosion. The easement helps to enhance water quality in the watershed downstream. These water features provide a habitat for aquatic organisms, reproductive habitat for terrestrial amphibians, drinking sources for wildlife, and many other benefits. The small wetlands provide habitat for plant species requiring wetland habitat, as well as animals such as crayfish and amphibians.
- The uncommon Smith's sunflower (*Helianthus smithii*) was found in the easement. Globally, this species has only been found in a limited region of eastern Alabama, SE Tennessee, and northern Georgia. This makes it a narrowly-endemic southeastern species that must have evolved to certain ecological conditions (soils, fire, forests, etc.) of this region. The species used to be on the Alabama list of rare species (as per recent correspondence with the Alabama Natural Heritage Program). It was taken off the list several years ago due to the perplexity of

taxonomic introgression and identification for some plant groups. The scientists who decide the listing status of species will be meeting again in January of 2014 and may again place the species back on the rare plant list as further taxonomical data is gained.

- Based on the facts that the property contains small examples of natural communities such as hardwood forests, wetlands, openings, and other habitats, there is some potential for occurrences of rare species. Numerous rare species occurrences are recorded for Shelby County.
- A newly realized conservation value that are gaining in global importance and recognition is provided by retaining forests, especially those not put under rotation. Forest loss and depletion accounts for 25% of worldwide CO2 emissions which are linked to global warming. Intact forests absorb CO2. Young forests provide a carbon gain of about 140 tons of carbon per acre (Wayburn, 2008). Conservation forests 200 years old provide a carbon gain of about 275 tons per acre.


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METHODS

The site was visited on 28 October, 2013. Survey work was done on foot. The Alabama Natural Heritage Program database (NHP, 2013) was consulted for data on known occurrences of rare species within the county. Plant taxonomy in the report follows Radford et al (1968), Weakley (2012), and NHP (2013). Animal taxonomy follows NHP (2013).

Global, Federal, and State ranking information for rare species is maintained by the State Natural Heritage Program (<http://www.alnhp.org/Rankdefs.PDF>) 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.



A small rock cliff above the lake is habitat for many lichen and moss species



RESULTS AND DISCUSSION


Natural Features

The Saunders Bridge IV conservation property is located east of Birmingham in Shelby County, Alabama. The site lies within the Ridge and Valley geologic province on the Southeastern US. This tract represents the fourth easement phase within the Saunders Bridge development area. Composed of three small tracts of 3.29, 4.16, and 2.09 acres respectively, the total easement area to be protected in this phase is approximately 9.54 acres (see maps in Appendix I).

The three tracts shall be referred to in this report as the 3-acre, 4-acre, and 2-acre tracts. The 3-acre tract is rather long and narrow and is composed of lakeshore land. It is the northernmost of the three tracts. Mainly consisting of open meadows, several years ago the owners planted trees (pines, river birch, and others) to help start the natural succession process. The trees appear to be growing well. The banks of the lakeshore appear to be quite stable. A mowed walking trail runs along the length (see photos). Part of the lake's dam starts just to the east of the tract. Adjoining to the west is existing protected easement land. The southern edge of the tract is within the lakebed.

The 4-acre tract is the westernmost of the three. Adjoining to the east is existing easement land, which also connects to the 3-acre tract. Thus, all three connected tracts will be given protection. Adjoining to the west side is a small tract with a maintenance facility. Adjoining to the north is Saunders Bridge Road. Photopoints were taken near the current waterline for the lake. Except for an open meadow strip along the lake, the tract is covered in mid successional forest of pines and hardwoods (see photos).

The 2-acre tract is the southernmost and also contains shoreline. This tract adjoins the development's paved road at the highest point, then slopes down to the lake. From the road, a stone walking path leads a historic covered bridge that has been placed at the edge of the lake (see photos). The bridge leads to a very small manmade island with a stone fire circle with several chairs for people to sit by the fire and enjoy the lake view. The owners plan to landscape the island. This tract has good quality mature forest and a small rock cliff that contains a diversity of non-vascular plant species. The eastern boundary follows a spillway for the lake which is bounded on the other side by protected land.


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The easement protects lakeshore and connects currently protected adjacent easement lands. The new easement will add connectivity with the conservation land of the adjoining 2007, 2008, and 2009 easements for Twin Pines and Saunders Bridge phases I, II & III (see maps), which will cumulatively total 243 acres. It will also add more connectivity between the conservation lands and the lake. Continuity is an important ecological concept for plant and animal habitat as well as ecological communities. Habitat value is greatly enhanced when connectivity occurs because habitat potential and diversity are increased. Animals within the easement will be able to access the water more easily. The easement has a variety of ecological settings and ranges from flat to fairly steep terrain, from open meadows to mature forests, and from dry slopes to open water.



Young trees growing in the meadow area with large pines along the boundary

The Saunders Bridge site has historically been used as a recreation/conference center, so much of the land has been kept in natural and scenic condition. The easement will provide a permanent green space in a developing area.

Important water features, including a lake and springs, are present on the tract and will be protected within the easement. As part of the 1996 Farm Bill (PUBLIC LAW 104-127—APR. 4, 1996, the FEDERAL AGRICULTURE IMPROVEMENT AND REFORM ACT OF 1996), the National Resources Conservation Service (NRCS) started the National Conservation Buffers Initiative to encourage landowners in agricultural and other urban and rural settings to install buffer strips primarily to improve the quality of our Nation's waters.

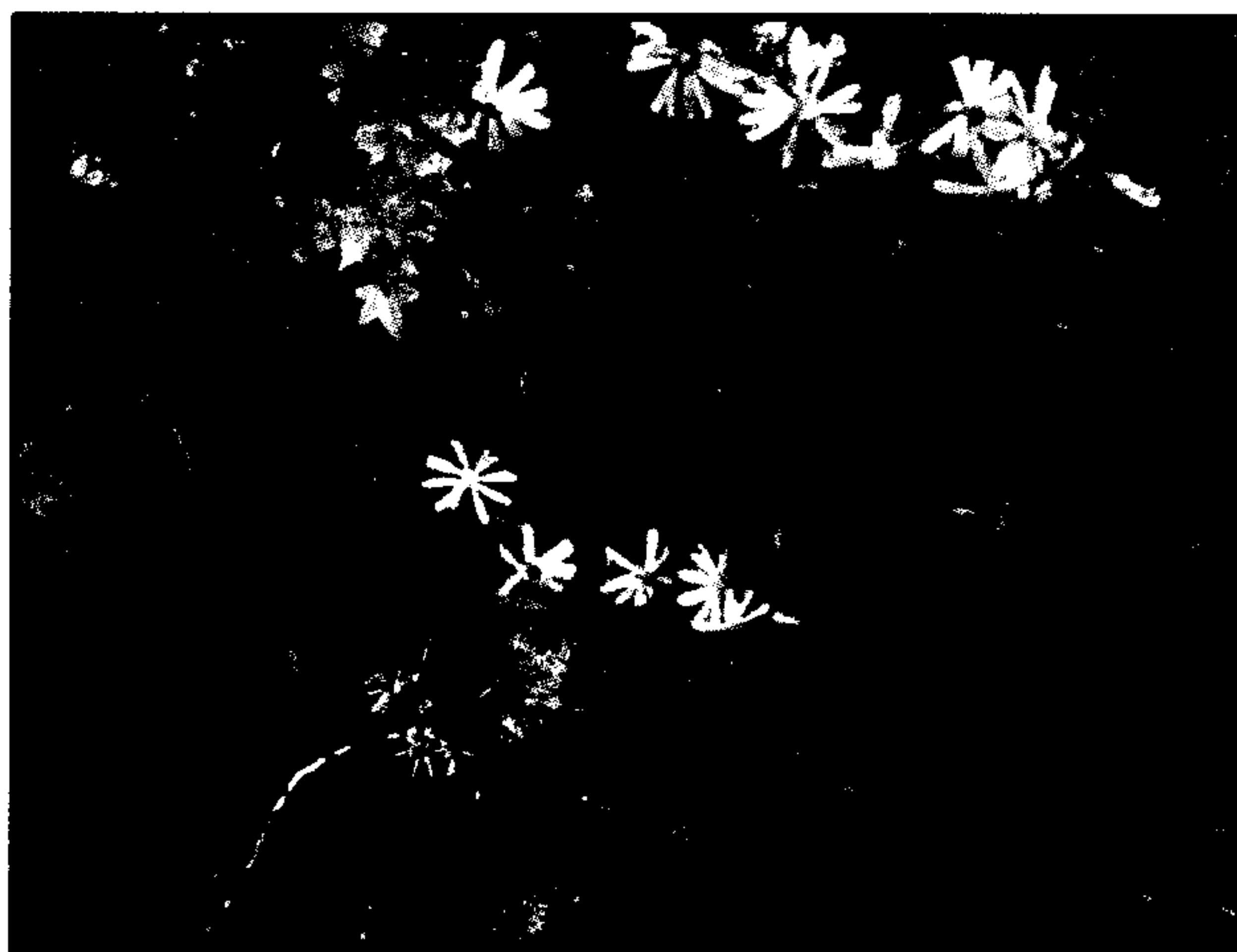
The protection of the wetlands, streams, and lakes allows for retention of many public benefits that will be increasingly important in the future. These include reduced storm water runoff, ground water recharge, retention of permeable surfaces, filtering runoff water, decreasing sedimentation to downstream water bodies, and protecting channels and banks from scour and erosion. The easement helps to enhance water quality in the watershed downstream. These water features provide a habitat for aquatic organisms, reproductive habitat for terrestrial amphibians, drinking sources for wildlife, and many

other benefits. The small wetlands provide habitat for plant species requiring wetland habitat, as well as animals such as crayfish and amphibians.

Based on the facts that the property contains small examples of natural communities such as hardwood forests, wetlands, openings, and other habitats, there is some potential for occurrences of rare species. Numerous rare species occurrences are recorded for Shelby County.

The reserved rights are structured in the Easement Agreement such that they will not impair the conservation values of the property. Significant reserved rights permitted in the conservation easement agreement include walking, fishing, and other activities of quiet enjoyment of the property. No rights for building construction, commercial timber harvest, or new roads have been reserved for this easement. Herbicides are not to be used within the easement area with the exception of very limited spot treatment of non-native exotic species and never within ten feet of any water feature (lake, creek, spring, pond, wetland, etc.). Anthropocentric features within the easement include an historic covered bridge that has been relocated to this location, a stone fire circle with several chairs, a stone pathway to the bridge, a utility pedestal, a very small 'island', portions of a manmade lake, and a mowed walking path in some locations.

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*), post oak (*Quercus stellata*), 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*), cedar (*Juniperus virginiana*), black willow (*Salix nigra*), and others.



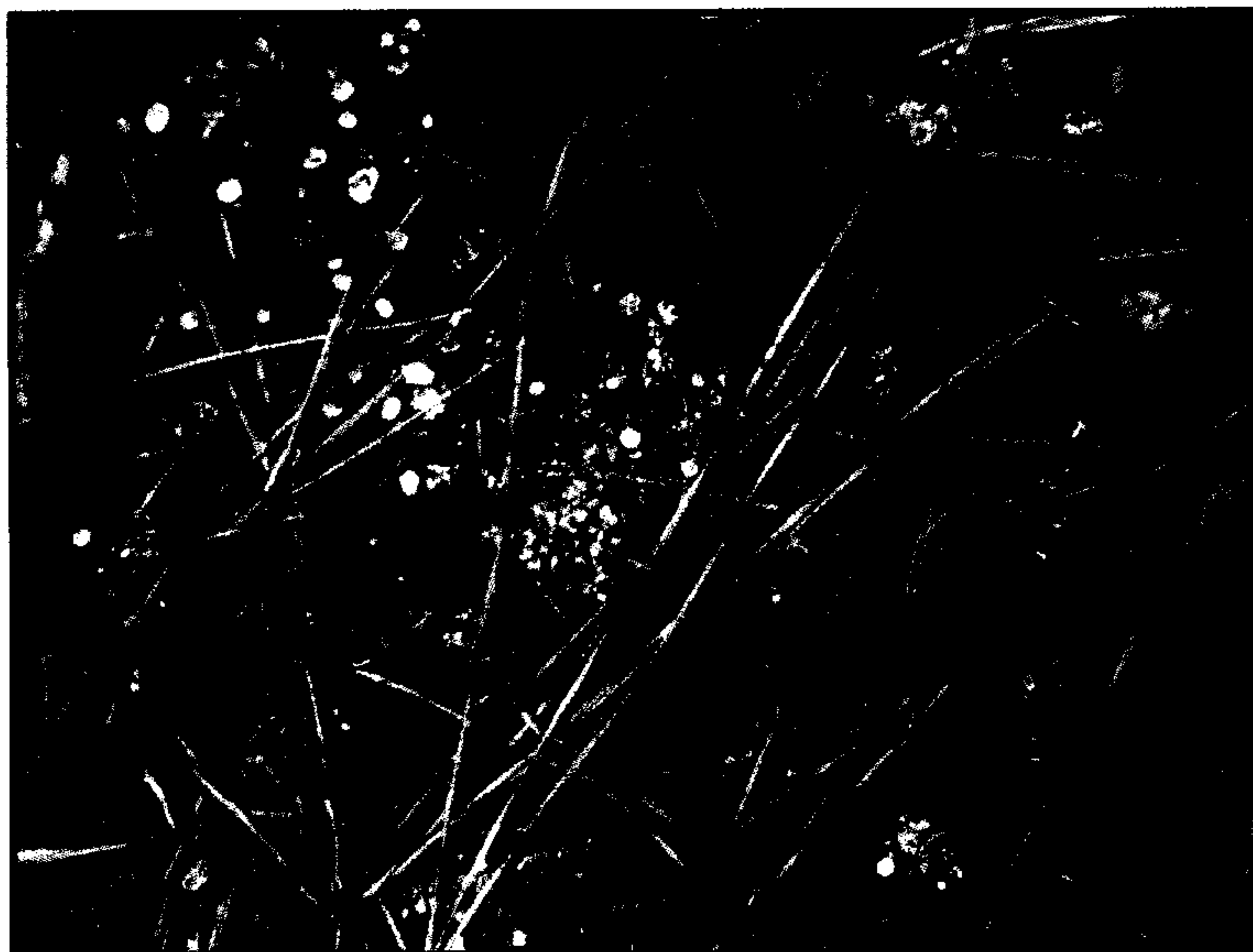
Fall asters blooming in openings

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*), buttonbush (*Cephalanthus occidentalis*), beautyberry (*Callicarpa americana*), alder

(*Alnus serrulata*), farklebery (*Vaccinium arboreum*), wax myrtle (*Morella cerifera*), and others.

Herbaceous species include Smith's sunflower (*Helianthus smithii*), pinkroot (*Spigelia marilandica*), climbing hempweed (*Mikania scandens*), linear-leaved aster (*Ionactis linariifolia*), wooly mannagrass (*Scirpus cyperinus*), tickseed (*Bidens* sp.), boneset (*Eupatorium perfoliatum*), water horehound (*Lycopus* sp.), pipsissewa (*Chimaphila maculata*), Christmas fern (*Polystichum acrostichoides*), little bluestem (*Schizachyrium* sp.), small-headed sunflower (*Helianthus microcephalus*), spikegrass (*Chasmanthium laxum*), spurge (*Euphorbia* sp.), resurrection fern (*Pleopeltis polypodioides*), wild ginger (*Hexastylis* sp.), white-topped aster (*Sericocarpus* sp.), spiderling (*Boerhavia* sp.), seedbox (*Ludwigia* sp.), flatsedge (*Cyperus* sp.), 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.), grape fern (*Sceptridium biternatum*), 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.

Non-vascular species on the property include reindeer lichen (*Cladina* sp.), greenshield



lichen (*Flavoparmelia caperata*), ruffle lichens (*Parmotrema* sp.), Carolina shield lichen (*Canoparmelia caroliniana*), cladonia lichens (*Cladonia* spp.), goblet lichen (*Cladonia* sp.), British soldiers (*Cladonia* sp.), speckled shield lichen (*Punctelia* sp.), pincushion moss (*Leucobryum album*), old man's beard lichen (*Usnea* spp.), and logmoss (*Thuidium delicatulum*).

Goblet lichens and British soldiers find the perfect habitat near the small cliff

A short list of plant species was compiled during the winter field survey day. A total of one hundred thirty-two species were recorded (see species lists in Appendix II). The list includes twenty-four species of trees, twenty-five species of shrubs and vines, seventy-two herbs, and eleven 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.

The uncommon Smith's sunflower (*Helianthus smithii*) was found in the easement. Globally, this species has only been found in a limited region of eastern Alabama, SE Tennessee, and northern Georgia. This makes it a narrowly-endemic southeastern species that must have evolved to certain ecological conditions (soils, fire, forests, etc.) of this region. The species used to be on the Alabama list of rare species (as per recent correspondence with the Alabama Natural Heritage Program). It was taken off the list several years ago due to the perplexity of taxonomic introgression and identification for some plant groups. The scientists who decide the listing status of species will be meeting again in January of 2014 and may again place the species back on the rare plant list as further taxonomical data is gained.

The population on the Saunders easement appeared to be doing well (flowering and fruiting) on open meadows close to forest edges of the 3 and 4-acre tracts. Therefore, the current management of these tracts must be working well for the species. Future management considerations should include the following. No herbicides should be used in these areas. Mowing to control woody brush from encroachment may best be done during the winter species (mid-November through February) so that plants can grow and flower during the growing season. This winter mowing would also likely benefit spring breeding season for birds. An early-mid-summer mowing may be desired by owners, depending upon desired vegetation effects. Smith's sunflower generally blooms August-September though was still seen blooming during the late October field survey. The open



areas are important to this species and they likely don't occur in most forest, especially with dense shade.

Global range of Smith's sunflower

Animal species noted or likely to use the tract include raccoon, rabbit, opossum, white tailed deer, garter snake, box turtle, and other reptiles, amphibians, fish, dragonflies, and invertebrates. Birds likely

to use the tract include migratory songbirds and a variety of waterfowl as well as the cardinal, tufted titmouse, red-tailed hawk, white-eyed vireo, blue-grey gnatcatcher, great horned owl, mockingbird, house wren, black capped chickadee, bluejay, yellow shafted flicker and other woodpeckers, Canada goose, American crow, kingfisher, and others. The tracts provide both aquatic habitats as well as upland forested and open habitat for amphibians, birds, and other species needing both aquatic and upland habitats. Hatched turtle eggs from a nest up on a slope were noted.

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Historic Uses

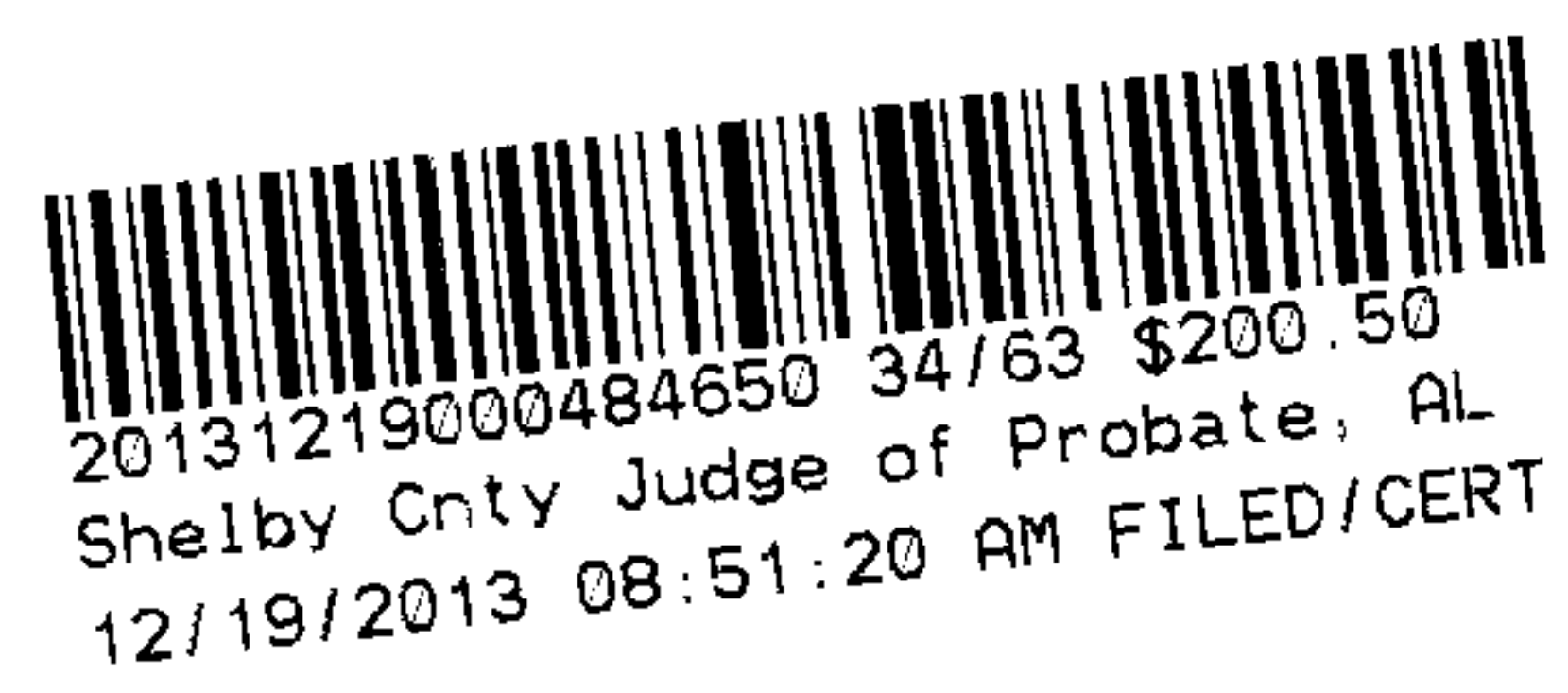
Historically, the site may have been used for logging, old homesteads, grazing, farming, hunting, or other activities. The area was a recreational retreat for generations.

Current Anthropocentric Structures

Anthropocentric features within the easement include an historic covered bridge that has been relocated to this location, a stone fire circle with several chairs, a stone pathway to the bridge, a utility pedestal, a very small 'island', portions of a manmade lake, and a mowed walking path in some locations.

Directions to Site

From I-20 east of the City of Birmingham, take exit 144, go south on hwy 411 through the town of Leeds. Go L at light for 78 E, go a short distance (under RR trestle) to a R on hwy 25 S; Go up & down ridge (~ 4 mi) to a R on SR 43 near a BP station, then immediate L on CR 45 S at propane yard, then ~ 1 ½ mi to a R at Twin Pines sign.

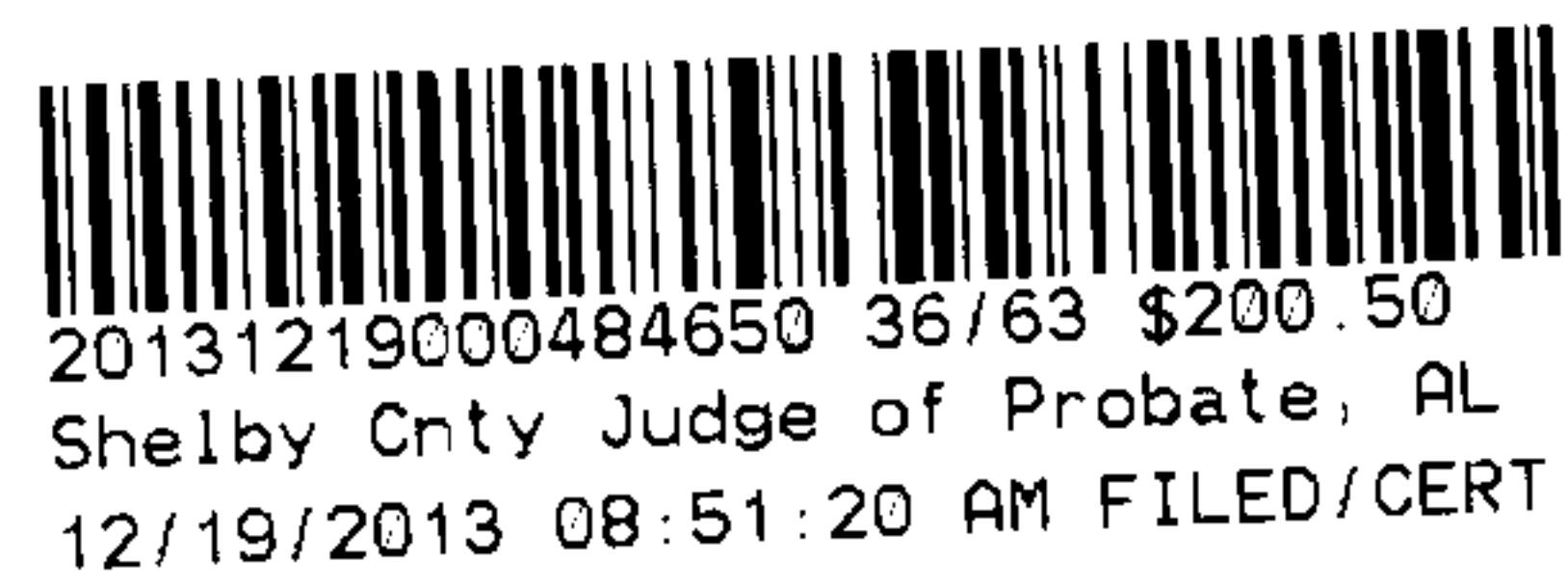


Management Recommendations

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

- The reserved rights are structured in the Easement Agreement such that they will not impair the conservation values of the property. No rights for building construction, commercial timber harvest, or new roads have been reserved for this easement.
- Herbicides are not to be used within the easement area with the exception of very limited spot treatment of non-native exotic species and never within ten feet of any water feature (lake, creek, spring, pond, wetland, etc.). Removal or control of any invasive non-native plant or animal species would be recommended by the land trust.
- No new roads are to be built within the easement area, with the exception of approved firebreaks, skid and haul roads associated with forestry activities.
- The owners have reserved the right to trim brush along the lakeshore and mow walking paths, in addition to controlling vegetation and tree growth which may affect the integrity of an earthen dam immediately adjacent to one of the tracts.
- The owners are planning to landscape the small fire circle area. Though both native and non-native plantings are allowed in this location, native species are preferred.
- 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.
- The uncommon Smith's sunflower (*Helianthus smithii*) was found in the open meadows close to forest edges of the 3 and 4-acre tracts and appears to be doing well (flowering and fruiting). Future management considerations should include the following. No herbicides should be used in these areas. Mowing to control woody brush from encroachment may best be done during the winter species (mid-November through February) so that plants can grow and flower during the growing season. This winter mowing would also likely benefit spring breeding season for birds. An early-mid-summer mowing may be desired by owners, depending upon desired vegetation effects. Smith's sunflower generally blooms August-September though was still seen blooming during the late October field survey. The open areas are important to this species and they likely don't occur in most forest, especially with dense shade.

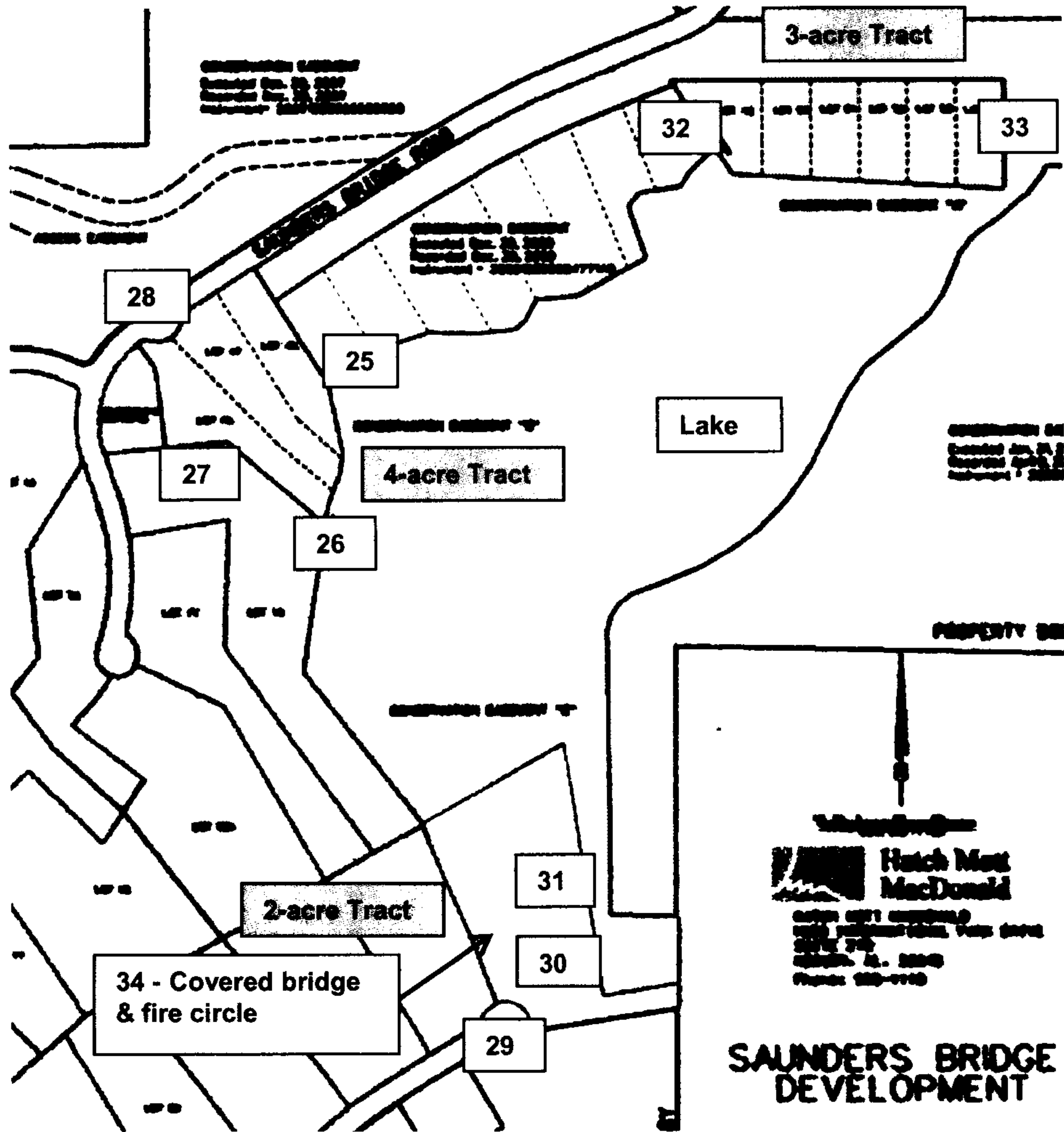
Map of Easement Tracts & Adjoining Conservation Areas



Map of Photopoints

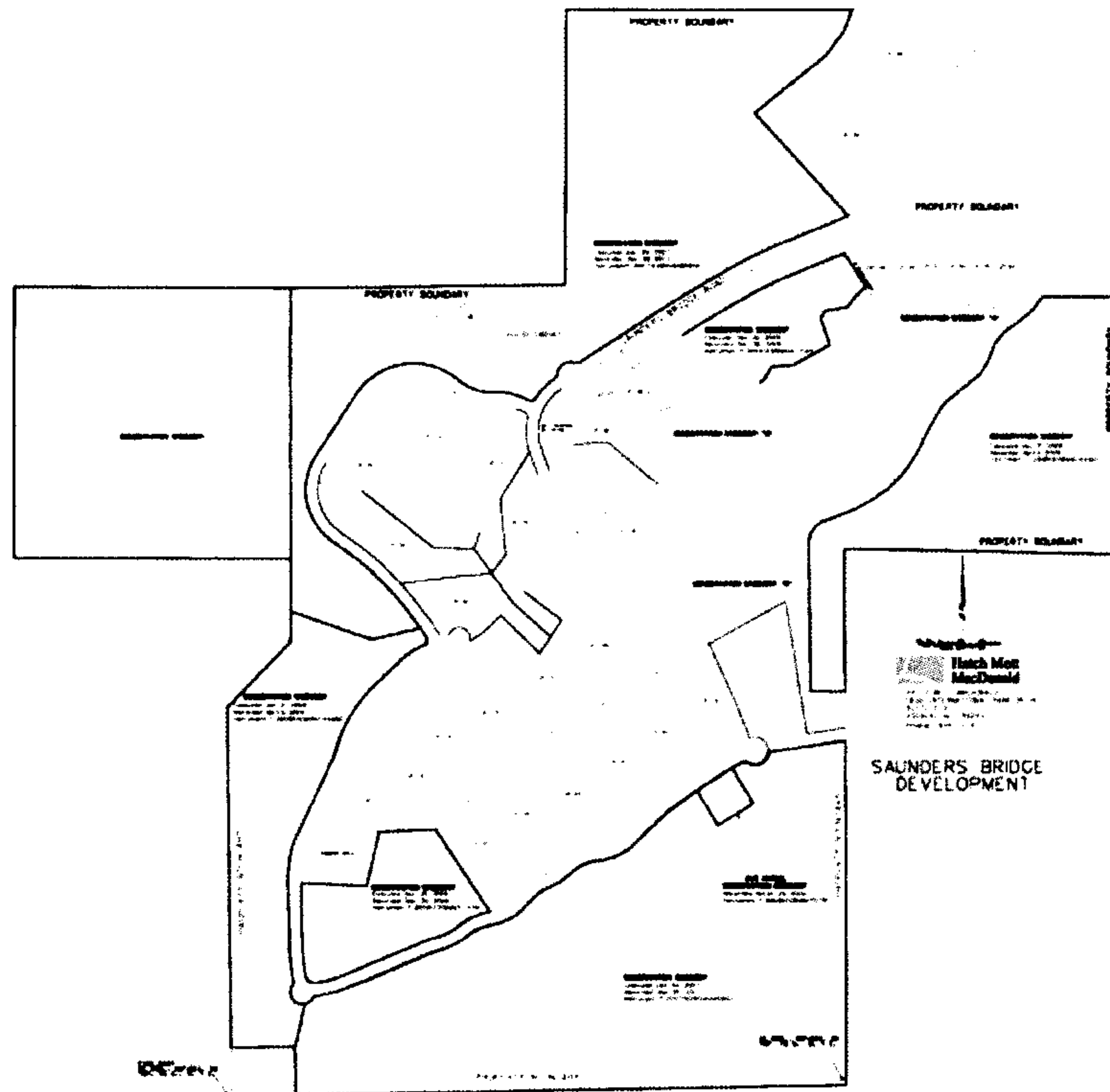
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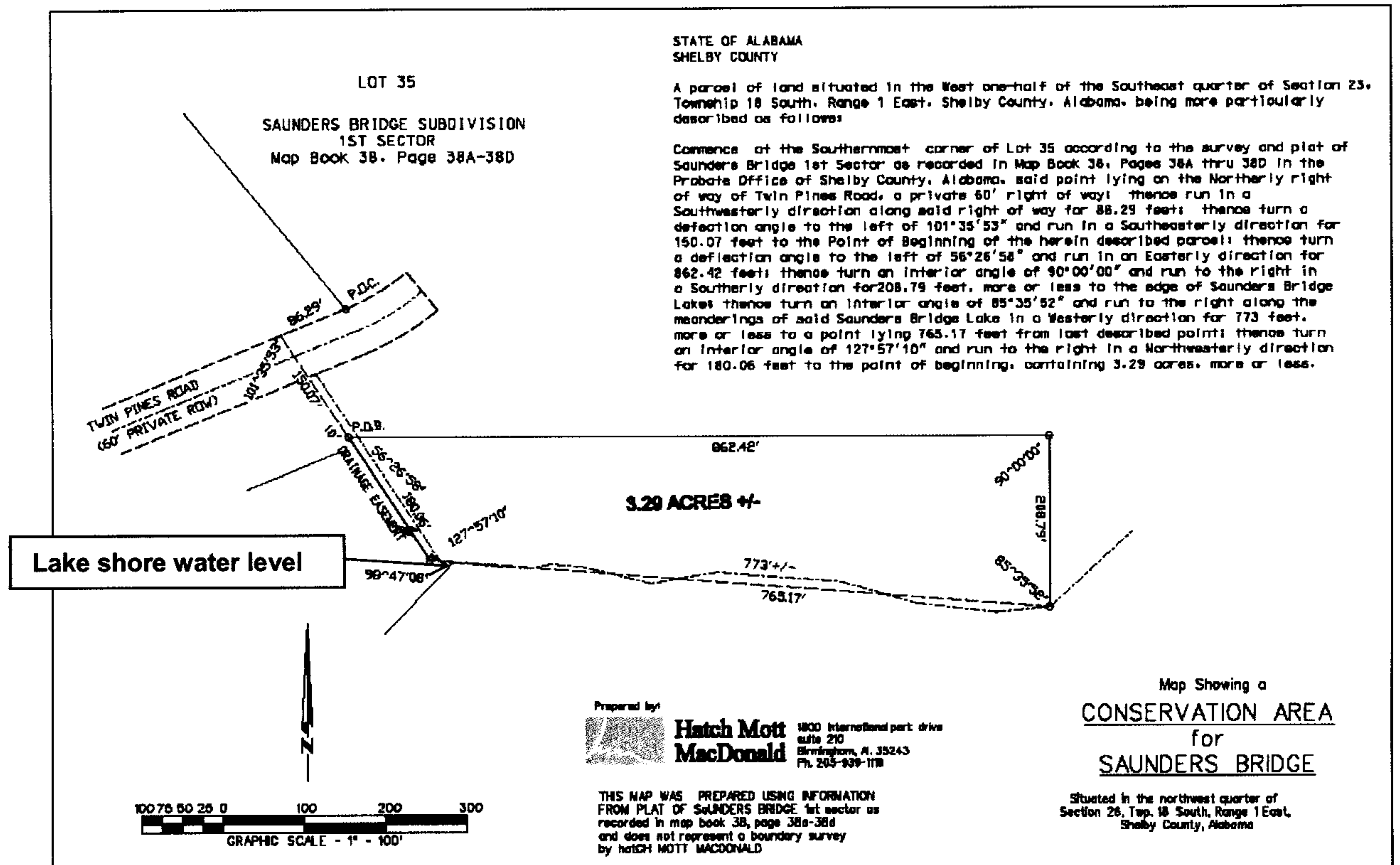
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Map of tract layout

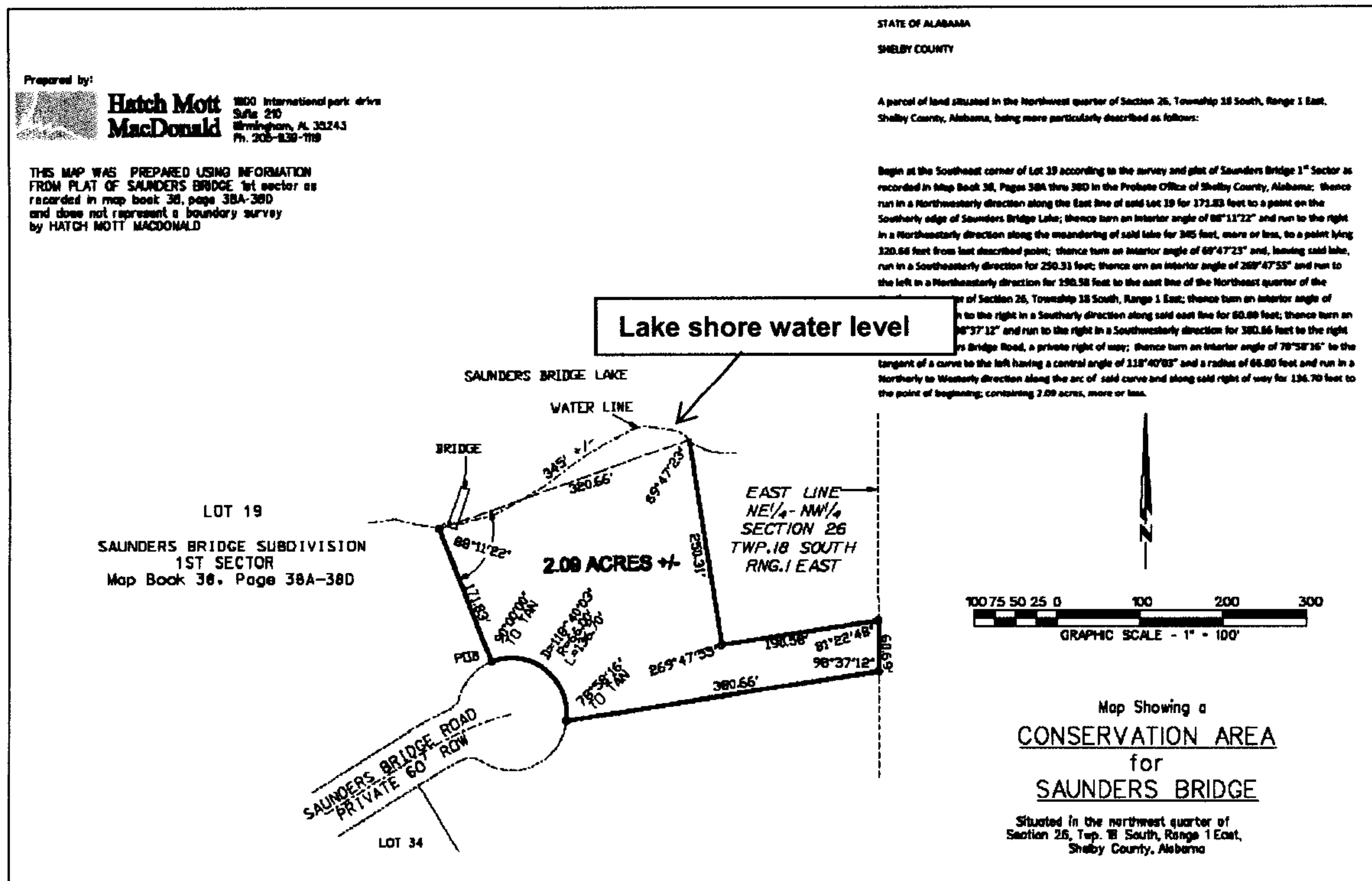
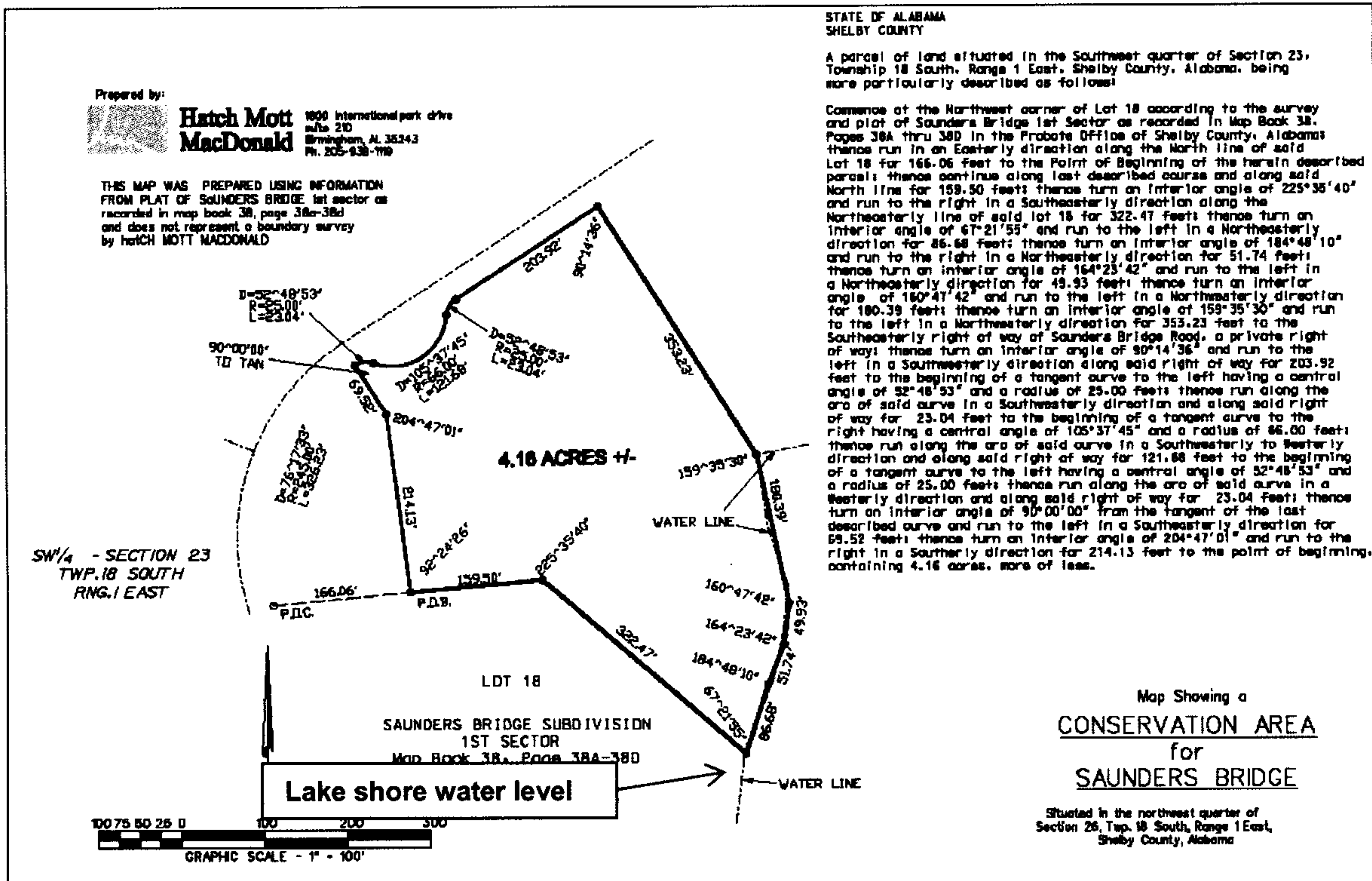


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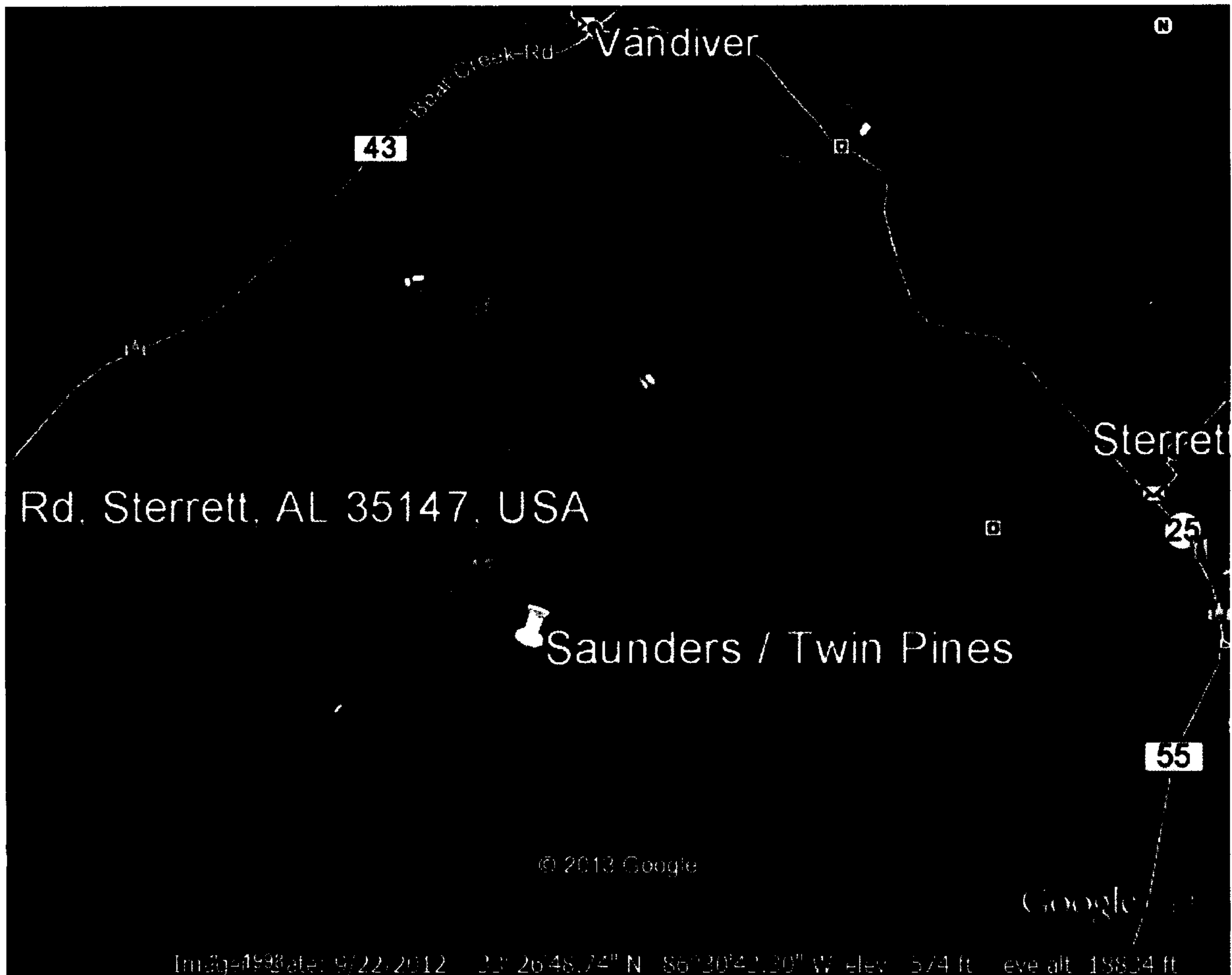
Saunders Bridge IV Tracts Survey Maps



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Saunders Bridge Tract IV Location Map



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APPENDIX II: PLANT SPECIES LISTS

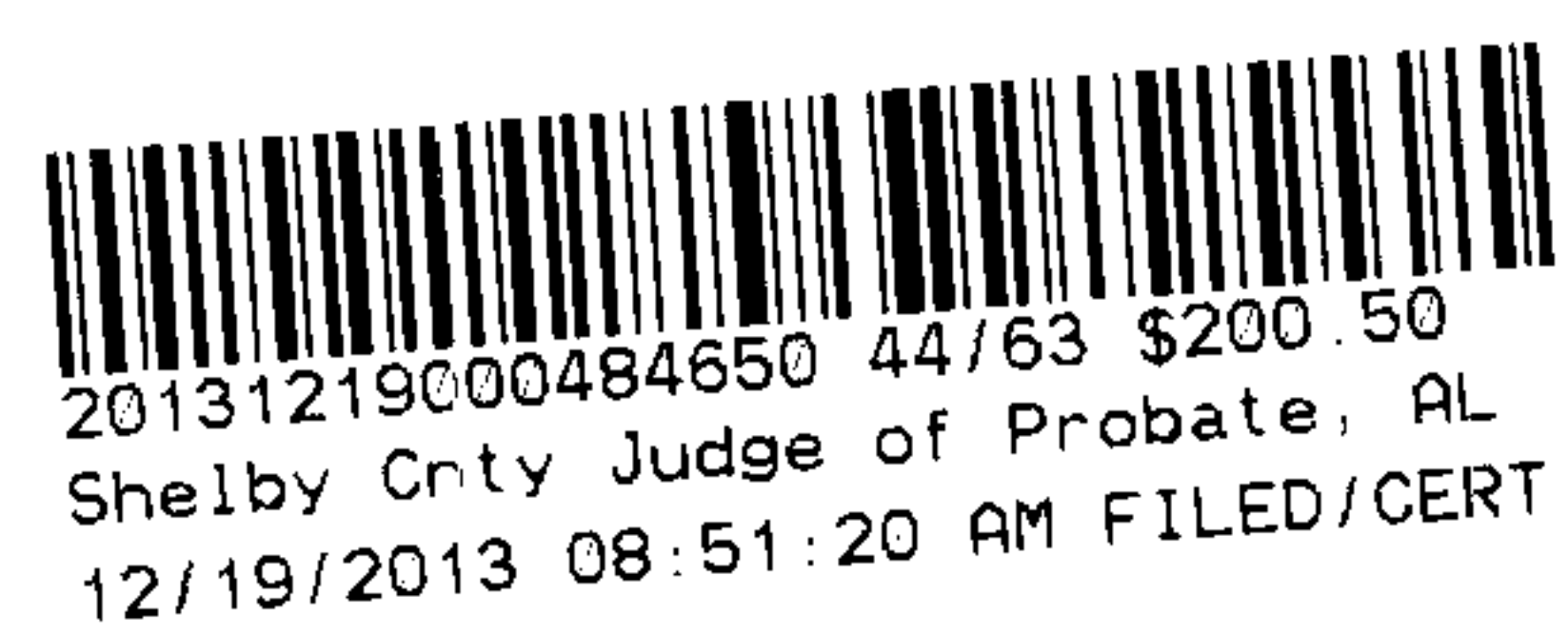
SPECIES OF THE SAUNDERS BRIDGE IV TRACT CONSERVATION EASEMENT PROPERTY	
TREES	
Scientific Name	Common Name
Acer rubrum	red maple
Betula nigra	river birch
Carya spp.	hickories
Cornus florida	flowering dogwood
Crataegus sp.	hawthorn
Diospyros virginiana	persimmon
Juniperus virginiana	red cedar
Liquidambar styraciflua	sweet gum
Liriodendron tulipifera	tulip poplar
Nyssa sylvatica	black gum
Oxydendrum arboreum	sourwood
Pinus taeda	loblolly pine
Pinus virginiana	Virginia pine
Platanus occidentalis	sycamore
Quercus alba	white oak
Quercus falcata	southern red oak
Quercus nigra	water oak
Quercus pagoda	cherrybark oak
Quercus phellos	willow oak
Quercus stellata	post oak
Salix nigra	black willow
Sassafras albidum	sassafras
Ulmus alata	winged elm

SHRUBS & VINES	
Scientific Name	Common Name
Alnus serrulata	alder
Berchemia scandens	Carolina supplejack
Bignonia capreolata	crossvine
Callicarpa americana	beautyberry
Calycanthus floridus	sweetshrub

Campsis radicans	trumpetvine
Cephalanthus occidentalis	buttonbush
Cornus sp.	shrub dogwood
Gaylussacia sp.	huckleberry
Gelsemium sempervirens	wild jessamine
Ligustrum sinense	privet
Lonicera japonica	Japanese honeysuckle
Morella cerifera	wax myrtle
Parthenocissus quinquefolia	Virginia creeper
Rhus sp.	sumac
Rosa multiflora	multiflora rose
Rubus argutus	blackberry
Rubus sp.	dewberry
Sambucus canadensis	elderberry
Smilax spp.	greenbrier
Toxicodendron radicans	poison ivy
Vaccinium arboretum	farkleberry
Vaccinium sp.	blueberry
Vitis rotundifolia	muscadine grape


HERBACEOUS SPECIES	
Scientific Name	Common Name
Allium vineale	field garlic
Andropogon glomeratus	broomsedge
Andropogon sp.	broomsedge
Asplenium platyneuron	ebony spleenwort
Aster spp.	asters
Bidens sp.	beggars ticks
Boehmeria cylindrica	false-nettle
Boerhavia sp.	spiderling
Carex spp.	sedges
Chasmanthium laxum	spikegrass
Chimaphila maculata	pipsissewa
Chrysanthemum leucanthemum	daisy
Coreopsis major	greater coreopsis
Cyperus sp.	flatsedge
Dactylis glomerata	orchard grass
Danthonia spicata	oat-grass

Daucus carota	Queen Anne's lace
Desmodium spp.	beggars ticks
Dicanthelium spp.	switchgrass
Eleocharis sp	spikerush
Elephantopus sp.	elephantfoot
Erechtites hieracifolia	fireweed
Erigeron sp.	daisy fleabane
Eupatorium capillifolium	dog fennel
Eupatorium perfoliatum	boneset
Eupatorium spp.	thoroughworts
Euphorbia corollata	flowering spurge
Festuca sp.	fescue
Geum sp.	avens
Gnaphalium sp.	rabbit tobacco
Helianthus microcephalus	small-headed sunflower
Helianthus smithii	Smith's sunflower
Helianthus sp.	wild sunflower
Hexastylis sp.	wild ginger
Hypericum gentianoides	pineweed
Hypericum sp.	St. Johns wort
Ionactis linariifolia	linear-leaved aster
Juncus spp.	rushes
Lespedeza spp.	lespedeza
Ludwigia sp.	seedbox
Lycopus sp.	water horehound
Mikania scandens	climbing hempweed
Mitchella repens	partridgeberry
Panicum sp	switchgrass
Plantago spp.	plantains
Pleopeltis polypodioides	resurrection fern
Polygonum spp.	knotweeds
Polystichum acrostichoides	Christmas fern
Potentilla recta	cinquefoil
Pteridium aquilinum	bracken fern
Ranunculus sp.	buttercup
Sceptridium biternatum	grapefern
Schizachyrium scoparium	little bluestem
Scirpus cyperinus	wooly manna grass
Sericocarpus sp.	white-topped aster
Setaria sp.	foxtail grass
Solidago spp.	goldenrods
Spigelia marilandica	pinkroot
Verbascum thapsus	mullein
Verbena sp.	vervain



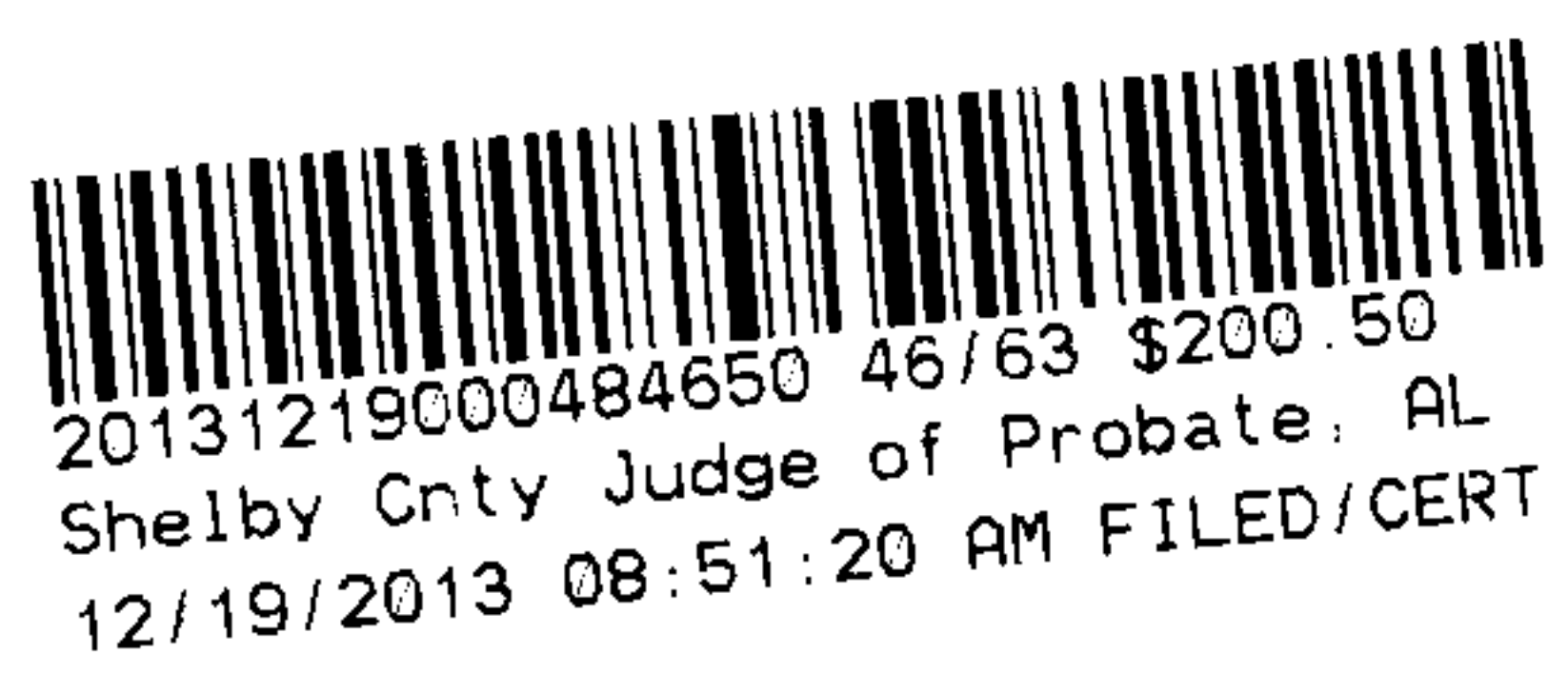
Verbesina occidentalis	wingstem
Viola spp.	violets
Woodwardia sp.	chainfern

NON-VASCULAR SPECIES (though many more present)	
Scientific Name	Common Name
Canoparmelia caroliniana	Carolina shield lichen
Cladina sp.	reindeer lichen
Cladonia sp.	goblet lichen
Cladonia sp.	British soldiers
Cladonia spp.	cladonia lichens
Flavoparmelia caperata	greenshield lichen
Leucobryum album	pincushion moss
Parmotrema spp.	ruffle lichens
Punctelia sp.	speckled shield lichen
Thuidium delicatulum	logmoss
Usnea sp.	old man's beard


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APPENDIX III: REFERENCES

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- Weakley, A.S. 2012. Flora of the Southern and Mid-Atlantic States. Working Draft of 28 September 2012. The University of North Carolina, Chapel Hill, NC.



APPENDIX IV: BASELINE PHOTOGRAPHY
SAUNDERS BRIDGE TRACT IV CONSERVATION EASEMENT PHOTOSTATION LIST

Photo #	Location (GPS coordinates in WGS84; pts #TL 25-33 coordinate with other phases-)	Direction taken	Comments Photos taken on 28 October, 2013
25A	33°26'45.15" / 86°30'42.13"	W	A small wetland is fed by a spring that enters the lake; It provides habitat for a number of wetland species; This photopoint is in the 3-acre tract;
25B		E	Same location as 25A, noting the vegetation and the lakeshore; This is near the northern boundary of the tract, so the forest across the water is out of this easement but is protected by a previous easement;
26A	33°26'41.86" / 86°30'42.41"	E	This photo is taken along the southern boundary of the 3-acre tract; The stake is near the shoreline; The land across the lake from the covered bridge and to the left will be protected also;
26B		W	Same location as 26A, looking uphill at the red flagging that follows the boundary; The forest is composed of young to mid-age pine/ hardwoods;
27	33°26'43.63" / 86°30'46.43"	E	Taken from a gravel road that separates this tract from the maintenance facility, looking into the easement along a southwestern boundary;
28	33°26'46.96" / 86°30'46.27"	S	Taken from the paved road edge looking into a grassy area that must have been laid out to be a round-about, but not utilized; Smith's sunflower and other sunflowers can be found at the edge of this pine/hardwood forest;
29	33°26'29.24" / 86°30'36.31"	N	This foot path runs through the easement between the paved cul-de-sac and the covered bridge; A pedestal is present near the road; Good quality forest is present in the background;
30	33°26'30.37" / 86°30'35.16"	NW	Quality oak-hickory forests in the easement with the lake in the distance;
31A	33°26'31.47" / 86°30'34.34"	E	A spillway for the lake runs between the new easement (woods on R) and existing easement (dam with meadow and shrubs on L);
31B		N	Taken from same location as 31A (new easement) looking at existing easement both across the lake and to the R;
31C		S	Same location as #31A; Good quality forest communities and non-vascular species on the forest floor;
32A	33°26'51.55" / 86°30'27.55"	E	Mowed path, meadow, and planted trees;
32B		S	Same location as #32A, looking across the lake;
33A	33°26'51.11" / 86°30'19.83"	WSW	Near the corner of the easement where it connects to part of the lake dam, looking along the length of the lake;
33B		N	Same location as #33A, Looking across the meadow; The trees in the background are along the boundary of the easement;
33C		WNW	Same location as #33A, looking along the mowed walking path & meadow;
34A	33°26'31.52" / 86°30'37.08"	S	Taken between the fire circle & covered bridge, showing the bridge;
34B		N	Same location as #34A, showing fire circle;



Photo 25A: A small wetland is fed by a spring that enters the lake; It provides habitat for a number of wetland species; This photopoint is in the 3-acre tract;

Photo 25B: Same location as 25A, noting the vegetation and the lakeshore; This is near the northern boundary of the tract, so the forest across the water is out of this easement but is protected by a previous easement;



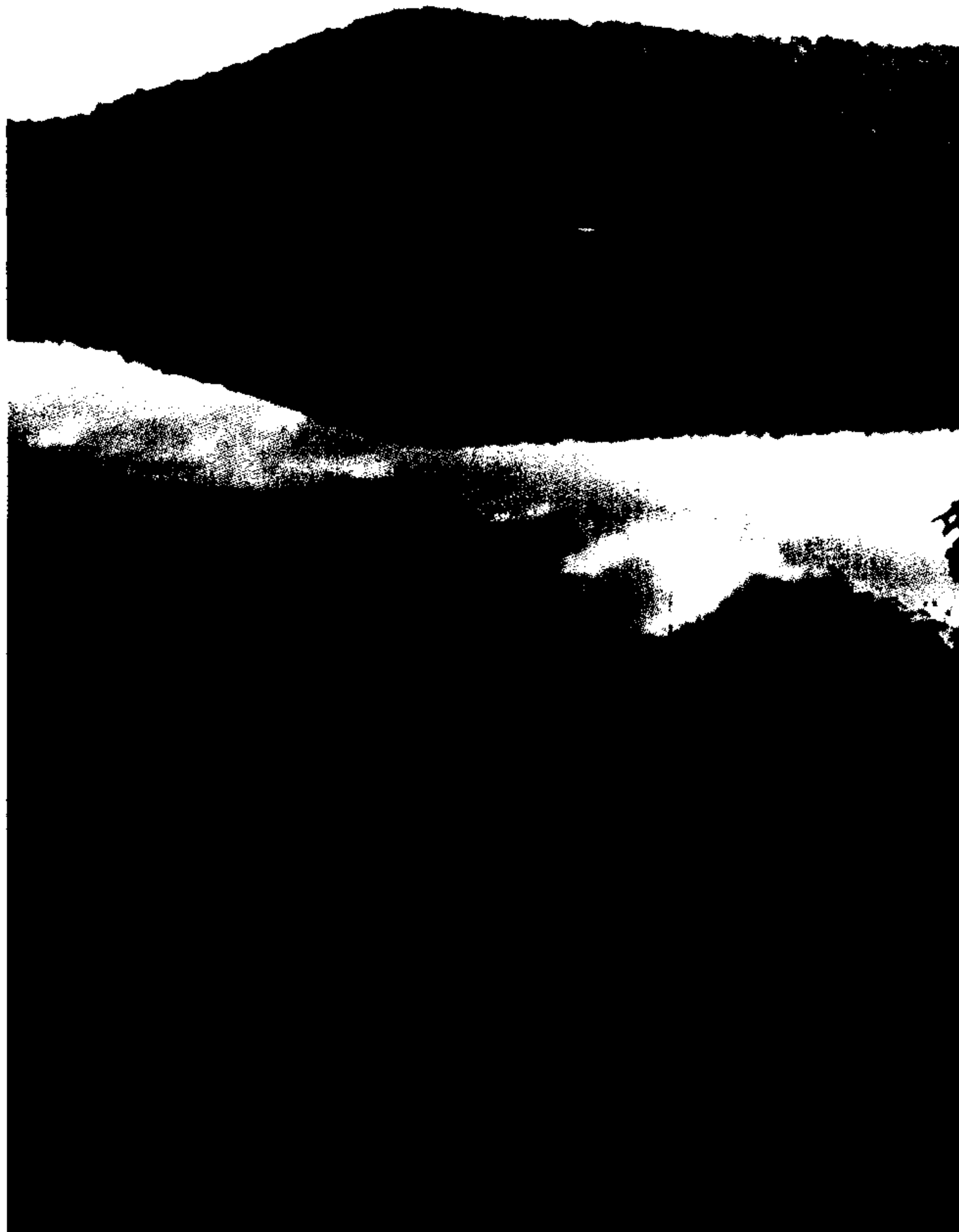


Photo 26A: This photo is taken along the southern boundary of the 3-acre tract; The stake is near the shoreline; The land across the lake from the covered bridge and to the left will be protected also;

Photo 26B: Same location as 26A, looking uphill at the red flagging that follows the boundary; The forest is composed of young to mid-age pine/ hardwoods;





Photo 27: Taken from a gravel road that separates this tract from the maintenance facility, looking into the easement along a southwestern boundary;

Photo 28: Taken from the paved road edge looking into a grassy area that must have been laid out to be a round-about, but not utilized; Smith's sunflower and other sunflowers can be found at the edge of this pine/hardwood forest;





Photo 29: This foot path runs through the easement between the paved cul-de-sac and the covered bridge; A pedestal is present near the road; Good quality forest is present in the background;

Photo 30: Quality oak-hickory forests in the easement with the lake in the distance;



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Photo 31A: A spillway for the lake runs between the new easement (woods on R) and existing easement (dam with meadow and shrubs on L);

Photo 31B: Taken from same location as 31A (new easement) looking at existing easement both across the lake and to the R;



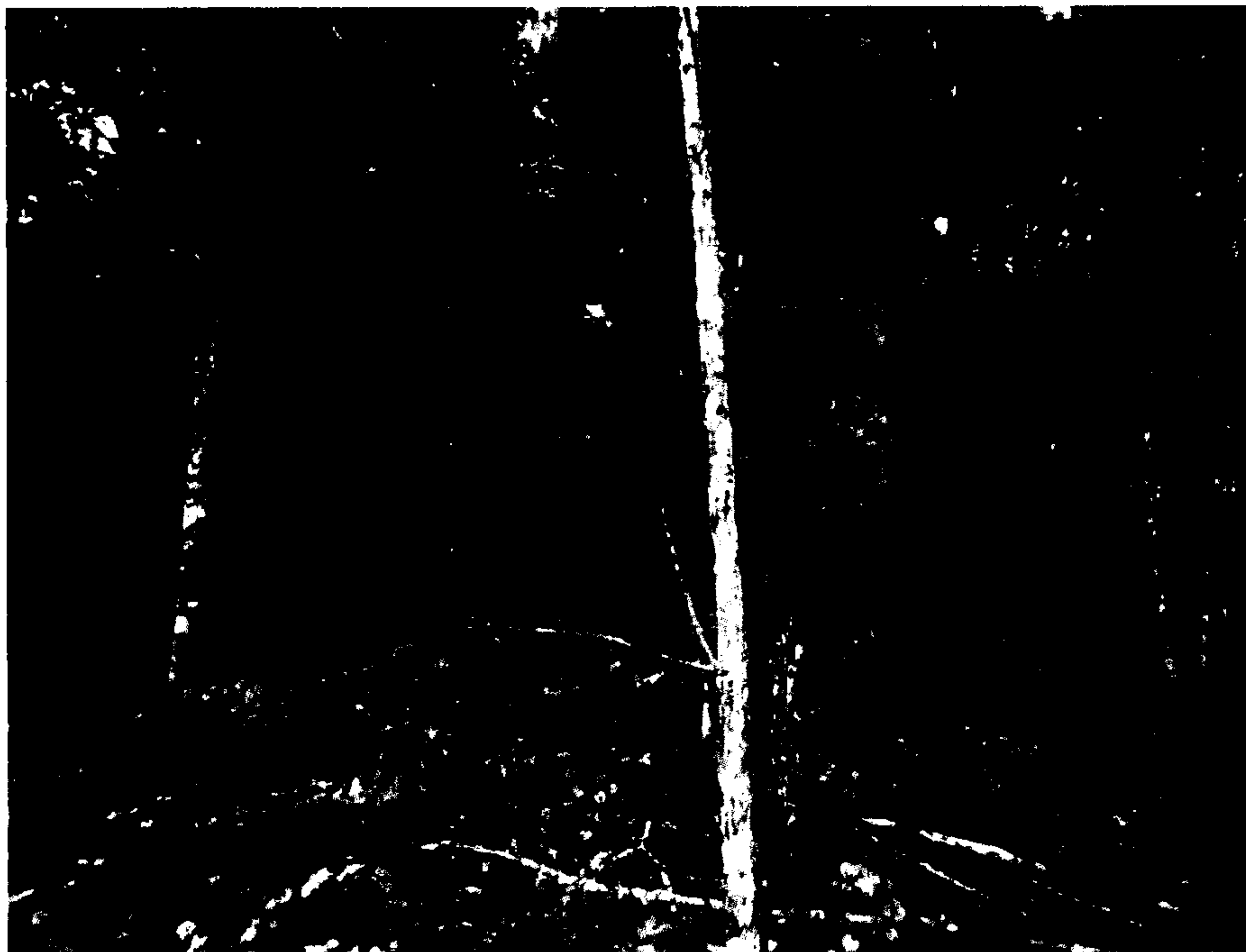


Photo 31C: Same location as #31A; Good quality forest communities and non-vascular species on the forest floor;

Photo 32A: Mowed path, meadow, and planted trees; Smith's sunflower can be found near this location;





Photo 32B: Same location as #32A, looking across the lake;

Photo 33A: Near the corner of the easement where it connects to part of the lake dam,
looking along the length of the lake;





Photo 33B: Same location as #33A, Looking across the meadow; The trees in the background are along the boundary of the easement;

Photo 33C: Same location as #33A, looking along the mowed walking path & meadow;

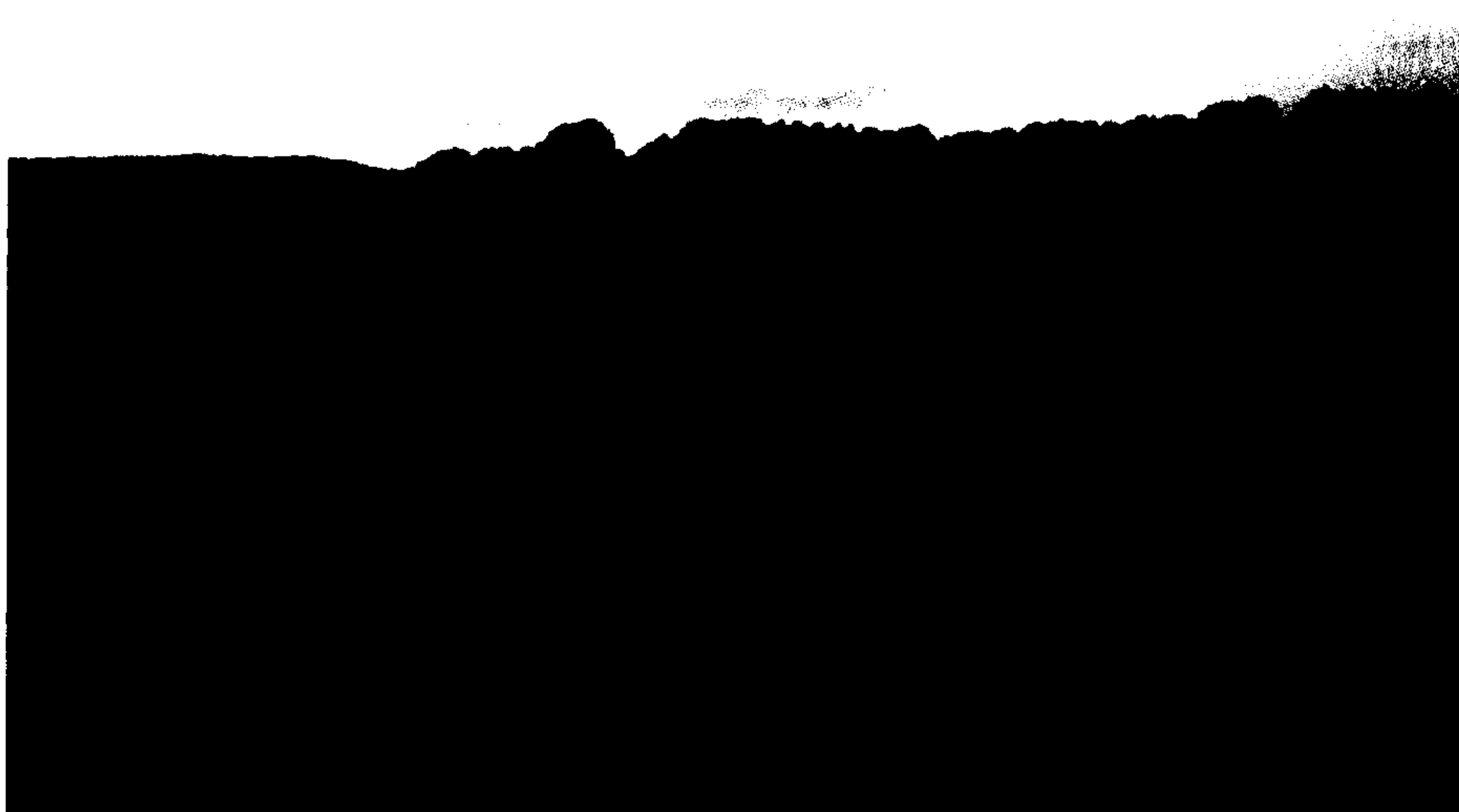




Photo 34A: Taken between the fire circle & covered bridge, showing the bridge;

Photo 34B: Same location as #34A, showing fire circle;



APPENDIX V:

Alabama Natural Heritage Program List of the Rare Species for Shelby County Known occurrences of special concern plants, animals and natural communities

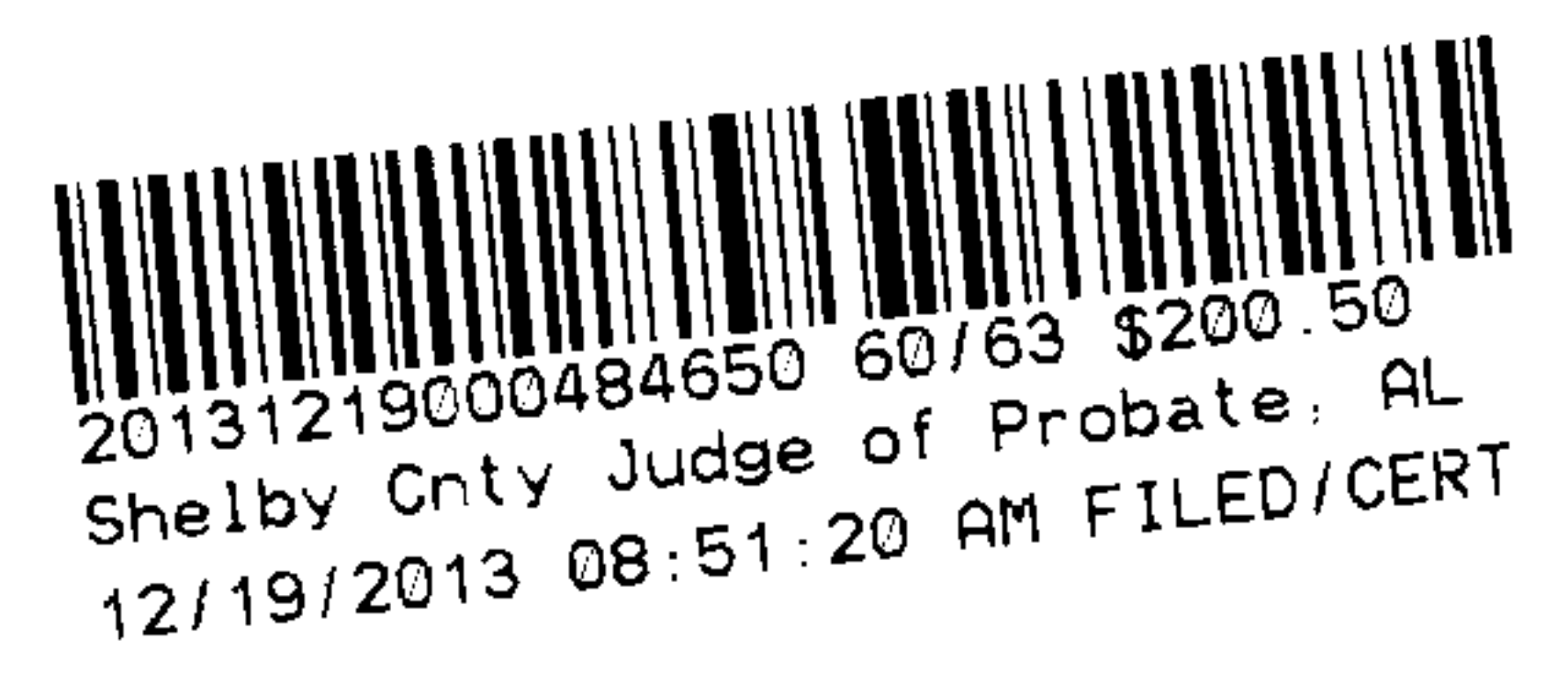
Rare, Threatened, & Endangered Species & Natural Communities Documented in Shelby County, Alabama

Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Status	State Priority
<u>Amphibians</u>						
<i>Ambystoma tigrinum</i>	Tiger Salamander	G5	S3			
<i>Lithobates capito</i>	Gopher Frog 4	G3	S2		SP	P1
<u>Arachnids</u>						
<i>Lissocreagris subatlantica</i>	A Pseudoscorpion	G2G4	SNR			
<u>Birds</u>						
<i>Chondestes grammacus</i>	Lark Sparrow	G5	S3B		SP	
<i>Columbina passerina</i>	Common Ground-dove	G5	S3		SP	
<i>Eudocimus albus</i>	White Ibis	G5	S2B,S3N			
<i>Falco sparverius</i>	American Kestrel	G5	S3B,S5N		SP	P2
<i>Mycteria americana</i>	Wood Stork	G4	S2N	LE5	SP	P2
<i>Scolopax minor</i>	American Woodcock	G5	S3B,S5N		GB	P2
<i>Thryomanes bewickii</i>	Bewick's Wren 4	G5	SHB,S1N		SP	P1
<i>Tyrannus forficatus</i>	Scissor-tailed Flycatcher	G5	S2		SP	
<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 alabamae</i>	Alabama Shad 4	G3	S2	SC6	SP	P2
<i>Cycleptus meridionalis</i>	Southeastern Blue Sucker 4	G3G4	S3		CNGF	
<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 elliottii</i>	Coosa Fiveridge	G3	S3		PS	
<i>Elliptio arca</i>	Alabama Spike	G2G3Q	S2		PS	P1
<i>Elliptio arctata</i>	Delicate Spike	G2G3Q	S2		PS	P1
<i>Epioblasma metastrata</i>	Upland Combshell 4	GH	SX	LE	SP	SX
<i>Epioblasma othcaloogensis</i>	Southern Acornshell 4	GHQ	SX	LE	SP	SX
<i>Hamiota altilis</i>	Finelined Pocketbook	G2	S2	LT	SP	P2
<i>Hamiota perovalis</i>	Orangenacre Mucket	G2	S2	LT	SP	P2
<i>Lasmigona alabamensis</i>	Alabama Heelsplitter	G3	S3		PS	
<i>Lasmigona etowaensis</i>	Etowah Heelsplitter	G3	S2		PS	P2
<i>Ligumia recta</i>	Black Sandshell 4	G5	S2		PS	P2
<i>Medionidus acutissimus</i>	Alabama Moccasinshell	G2	S2	LT	SP	P2
<i>Medionidus parvulus</i>	Coosa Moccasinshell 4	G1Q	SX	LE	SP	EX
<i>Obovaria jacksoniana</i>	Southern Hickorynut 4	G2	S2		PS	
<i>Pleurobema decisum</i>	Southern Clubshell	G2	S2	LE	SP	P2
<i>Pleurobema georgianum</i>	Southern Pigtoe	G1	S1	LE	SP	P1
<i>Pleurobema hartmanianum</i>	Cherokee Pigtoe 4	G1	SX		PS	
<i>Pleurobema perovatum</i>	Ovate Clubshell 4	G1	S1	LE	SP	P1
<i>Pleurobema</i>	Dark Pigtoe 2,4	G1	S1	LE	SP	P1

<i>rubellum</i>						
<i>Ptychobranhus foremanianus</i>	Rayed Kidneyshell	G1	S1	LE7	SP	P1
<i>Quadrula kieneriana</i>	Coosa Orb 4	G3Q	SX		PS	
<i>Quadrula metanevra</i>	Monkeyface 4	G4	S3		PS	
<i>Strophitus connasaugaensis</i>	Alabama Creekmussel	G3	S3		PS	P2
<i>Toxolasma corvunculus</i>	Southern Purple Lilliput	G1	S1		PS	P1
<i>Toxolasma parvum</i>	Lilliput	G5	S3		PS	
<i>Truncilla donaciformis</i>	Fawnsfoot	G5	S3		PS	
<i>Villosa nebulosa</i>	Alabama Rainbow	G3	S3		PS	
<i>Villosa umbrans</i>	Coosa Creekshell	G2	S2		PS	P2
<u>Non Vascular Plants</u>						
<i>Tortula rhizophylla</i>	Moss	G3G5	S1			
<u>Reptiles</u>						
<i>Deirochelys reticularia</i>	Chicken Turtle	G5	S3			
<i>Farancia erythrogramma</i>	Rainbow Snake	G4	S3		SP	P2
<i>Graptemys geographica</i>	Northern Map Turtle	G5	S3			
<i>Graptemys pulchra</i>	Alabama Map Turtle	G4	S3		SP	
<i>Heterodon simus</i>	Southern Hognose Snake 8	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>Masticophis flagellum</i>	Coachwhip	G5	S3		SP	
<i>Pituophis melanoleucus melanoleucus</i>	Northern Pinesnake	G4T4	S3		SP	P2
<i>Plestiodon anthracinus</i>	Coal Skink	G5	S3		SP	P2

<i>Plestiodon inexpectatus</i>	Southeastern Five-lined Skink	G5	S3		SP	P2
<u>Snails</u>						
<i>Clappia cahabensis</i>	Cahaba Pebblesnail ₂	G1	S1			P1
<i>Elimia ampla</i>	Ample Elimia ₂	G1	S1			P2
<i>Elimia annettae</i>	Lilyshoals 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>	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 compacta</i>	Oblong Rocksnail	G1	S1			
<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	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 Ancylicid	G1	S1			
<i>Tulotoma magnifica</i>	Alabama Livebearing Snail ₂	G2	S2	LT	SP	P1
<u>Vascular Plants</u>						
<i>Croomia pauciflora</i>	Croomia	G3	S2			
<i>Hymenocallis coronaria</i>	Shoals Spider-lily	G2Q	S2			
<i>Jamesianthus alabamensis</i>	Jamesianthus	G3	S3			
<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>Rudbeckia auriculata</i>	Eared Coneflower	G2	S2	
<i>Silene caroliniana</i> <i>ssp. wherryi</i>	Wherry's Catchfly	G5T2T4Q	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.

4 Historic occurrence.

6 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>)

8 Historic occurrence.

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APPENDIX VI: Qualifications of Author

KARIN HEIMAN, Consulting Biologist

367 Onteora Blvd., Asheville, N.C. 28803; office: 828-277-9955; cell: 828-712-1608

karinh11@yahoo.com or karinh11@bellsouth.net

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EXPERIENCE

Karin Heiman has been a consulting biologist since 1985. Her experience includes contract work with numerous land trust organizations, the Department of Transportation (in NC [including Woman-owned Business Enterprise status certification], VA, DE, MI), US Dept. of Agriculture, NC Dept. of Agriculture, National Park Service, US Forest Service, US Fish & Wildlife Service, National Institute of Health, US EPA, US Army COE, US Air Force, state Natural Heritage Programs (NC, GA, SC), Institutions (UNCA, U of IL, U of OR, NC State & WCU), and many engineering firms. Certified with the State of North Carolina as a Forest Stewardship Contractor.

Areas of experience include conservation easement documentation, establishment of monitoring techniques for conservation properties, botanical surveys, Environmental Impact and NEPA documentation, biological assessments, conservation easement baseline documentations, wetland delineation and determination, forest community typing and mapping, natural area reconnaissance, land use planning, rare species search and survey, teaching short courses, design and implementation of monitoring projects, and lichenological studies. She began her Conservation Easement Baseline Documentation work in 1986 for The Nature Conservancy on one of Ted Turner's islands. She has been working with the Southeast Regional Land Conservancy since 2002.

EDUCATION

Bachelor of Art & Sciences Degree from Warren Wilson College, Swannanoa, NC; Dec. 1984. Major: Environmental Studies with Botany Concentration, Minor in Biology.

CERTIFICATIONS

Woman-owned Business Enterprise (WBE) status certification with N.C. Department of Transportation. (1989-95 & 2000-current).

Certified by the State of North Carolina to write Forest Stewardship Plans for landowners (2009-present:).

A PARTIAL LIST OF REPORTS & PUBLICATIONS

2012. ZOMLEFER, W.B., D.E. GIANNASI, A. REYNOLDS, & K. HEIMAN. Vascular plant flora of Chattahoochee River National Recreation Area, a corridor from the Buford Dam to Atlanta, Georgia. *Rhodora* 114 (957), pp. 50-102;

- 2012 Review of a Conservation Easement. K. Heiman. Documentation work contracted by the Internal Revenue Service examining the competency of an easement under contention. North Carolina.
- 2002 "The Vascular Flora of the Chattahoochee River National Recreation Area" K. Heiman. Published in *Tipularia*, the journal of the Georgia Botanical Society, GA, and for the National Park Service and the Nature Conservancy.
- 1999 "The Vascular Flora of the Carl Sandburg Home National Historic Site". M. Blaha, K. Heiman & A. Ulinski, report for the National Park Service.
- 1999 "A New Species of *Canoparmelia* from North America" K. Heiman & J. Elix. *Mycotaxon* vol. LXX, pp. 163-166.
- 1992-99 Various reports written for many projects for engineering firms, agencies, and institutions, such as the Asheville Airport project, numerous Environmental Assessments and FONSI reports for the University of North Carolina at Asheville, Biological Evaluations for petroleum companies for gas well construction projects on National Forest Lands & many others.
- 1997 "Regional Gradients in Lichen Communities of the Southeastern United States" B. McCune, J.P. Dey, J.E. Peck, K. Heiman & S. Will-Wolf. *Bryologist*, vol 100, no. 2, pp. 145-158.
- 1996 "Macrolichens of the Blue Ridge Parkway in North Carolina" K. Heiman. *Evansia*, vol. 13(2), pp. 47-57.
- 1986-present Conservation easement baseline documentation reports too numerous to list (available upon request).

