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STATE OF ALABAMA
SHELBY COUNTY

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (this "Easement") is granted this 30th day of December, 2013, by TWO MOUNTAINS, LLC, an Alabama limited liability company, having an address at 1009 Ridge Circle, Birmingham, Alabama 35242 ("Grantor"), to and for the benefit of the PELICAN COAST CONSERVANCY, LLC, an Alabama limited liability company (the "Subsidiary"), by and through its sole member the ATLANTIC COAST CONSERVANCY, INC., a nonprofit Georgia corporation having an address at 72 South Main Street, Jasper, Georgia 30143 (the "Conservancy") (with Grantor and the Conservancy sometimes being referred to, individually, as a "Party", and collectively, the "Parties").

RECITALS

WHEREAS, it is expressly understood that this Easement is being freely entered into, and that each Party has had an opportunity to have this instrument, and all associated documents, reviewed by an attorney of his, her, or its choosing; and

WHEREAS, it is expressly understood that the donation of the Easement gives rise to a property right, immediately vested in the Subsidiary, and that this Easement has a fair market value that is at least equal to the proportionate value that this Easement bears on the date hereof to the fair market value of the Property (as defined below) as a whole on the date hereof; and

WHEREAS, the Property is comprised of 531.22 acres located off County Road 36 in Pelham, Alabama 35124 constituting tax parcels #09 9 32 0 001 003.000, #15 3 05 2 001 002.000, #09 9 31 0 001 003.002, #15 3 06 1 001 001.000, #15 3 06 0 000 001.000, #14 1 01 4 001 001.000, #14 1 01 3 001 001.000, #14 1 12 2 001 001.000, and #14 1 12 1 001 001.000 in Shelby County, Alabama, as is more particularly described in **Exhibit "A"** (the "Property") hereof; and

WHEREAS, this Easement covers and affects a surveyed portion of that Property that is comprised of 216.86 acres of land partially constituting tax parcels #09 9 32 0 001 003.000, #15 3 05 2 001 002.000, #09 9 31 0 001 003.002, #15 3 06 1 001 001.000, #15 3 06 0 000 001.000,

#14 1 01 4 001 001.000, #14 1 01 3 001 001.000, #14 1 12 2 001 001.000, and #14 1 12 1 001 001.000 in Shelby County, Alabama, as is more particularly described in **Exhibit “B”** (the “Easement Area”) hereof; and

WHEREAS, the Easement Area has not been developed and possesses significant wildlife, forest, open space, and plant habitat features. The Easement Area has no structures with several partially improved access roads, and is composed of a dry hardwood forest with scenic views on moderate to steep slopes and cliffs of the Southern Sandstone Ridges subregion of the Ridge and Valley ecoregion leading to 1) two first-order freshwater streams (Cooper Branch and Yellowleaf Creek), and 2) (collectively “Conservation Values”) that are of great importance to the Conservancy, the people of Shelby County, and the people of the State of Alabama and are worthy of preservation; and

WHEREAS, Cooper Branch, which arises on and transects the Easement Area for a linear distance of approximately 6,436 feet (1,961 meters), and Yellowleaf Creek, which arises on and transects the Easement Area for a linear distance of approximately 2,522 feet (768 meters), are situated in the high priority Tallapoosa River Basin. These streams are located in central Alabama (USGS Hydrologic Unit Code (HUC) 03050107), and are designated as “supporting” under the U.S. Environmental Protection Agency (EPA) 305B listing (http://iaspub.epa.gov/tmdl/enviro_v2.wcontrol?p_id305b=GAR031501020509). The “supporting” designation denotes that a particular waterway is capable of providing some or all applicable uses: providing drinking water supplies, supporting aquatic life, allowing fish and shellfish consumption, suitable for primary and secondary contact recreation usages (e.g., swimming and boating), and agricultural uses; and

WHEREAS, improving water quality is identified as a conservation action that will benefit Alabama’s rivers, streams and freshwater ecosystems in the flood plains and low terraces subregion of the Southern Coastal Plain ecoregion in the publication *Conserving Alabama’s Wildlife; A Comprehensive Strategy* (CWCS). The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Internal Revenue Code of 1986, as amended (the “Code”) promotes the CWCS by providing for permanently protected high priority habitat on private land. The CWCS was promulgated by the Alabama Department of Conservation and Natural Resources (ADCNR), Division of Wildlife and Freshwater Fishes, and conservation partners including the U.S. Fish and Wildlife Service (USFWS) to protect the biological diversity of Alabama; and

WHEREAS, the Lower Coosa watershed is identified as a high priority watershed in the Southern Sandstone Ridges subregion of the Ridge and Valley ecoregion in the CWCS. The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code promotes the CWCS by providing for permanently protected high priority habitat on private land. The CWCS was promulgated by the ADCNR, and conservation partners including the USFWS to protect the biological diversity of Alabama; and

WHEREAS, this Easement will establish a 100 foot (30.48 meter) riparian buffer Resource Protection Area (as defined in Section 8) around the entire transect of Cooper Branch and Yellowleaf Creek. These natural buffers will only permit low-impact outdoor recreation, education, nature observation, and scientific studies; and

WHEREAS, the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, meets the conservation purpose of Section 170(h)(4)(A)(ii) of the Code; and

WHEREAS, the Easement Area will remain in an undeveloped state consisting of a dry hardwood forest; and

WHEREAS, under natural conditions, the dry hardwood forest was an “oak-hickory” forest covering much of Alabama’s Piedmont, Ridge and Valley, Southwestern Appalachians, and Interior Plateau, and also in fire-sheltered terrain of the Southeastern Plains where pine forests otherwise predominated. Occurring primarily on upland ridges and upper to mid slopes on a variety of soils, this habitat is highly variable in tree species composition and is dominated by combinations of oaks (*Quercus* spp.), sometimes with pines (*Pinus* spp.) as a significant component. Many of these dominant tree species live for several centuries, and the original forest was old growth with regeneration primarily occurring in canopy gaps created by wind and fire. In habitats regenerating from clearcut silviculture or cultivation, pines dominate at first, with oaks and hickories (*Carya* spp.) gradually invading the understory and establishing long-term dominance. A well-developed understory and shrub layer is generally present. The herbaceous layer is often sparse, but before natural fires were suppressed, these forests are thought to have had less of an understory and shrub component and probably more of a grassy herbaceous layer; and

WHEREAS, dry hardwood forests are identified as a high priority habitats in the CWCS. The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code promotes the CWCS by providing for permanently protected high priority habitat on private land. The CWCS was promulgated by the ADCNR, and conservation partners including the USFWS to protect the biological diversity of Alabama; and

WHEREAS, the Easement Area lies along the Mississippi Migratory Flyway route. Many familiar songbirds such as warblers, vireos, orioles and tanagers are among those referred to as Neotropical migrants. These birds breed in North America and, utilizing the Mississippi Flyway, migrate to Mexico, Central and South America, and the Caribbean to spend the winter. Loss of habitat needed for wintering, breeding and as stopovers during migration has caused significant declines in numerous species; and

WHEREAS, the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, meets the conservation purpose of Section 170(h)(4)(A)(ii) of the Code; and

WHEREAS, the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) is the federal agency that works hand-in-hand with the American people to conserve natural resources on private lands. The allowed farming/forestry practices, which are the principal uses of the Easement Area, shall be consistent with sound agricultural practices and a current NRCS conservation plan or its equivalent, as prepared by the USDA, or similar agency, or professionally trained individual, are all in an effort to conserve productive farming soils; and

WHEREAS, the economic health of the State of Alabama is closely linked to its agricultural lands which not only produce food products, fuel, timber, and other products, but also provide much of Alabama's scenic beauty upon which the State's tourism and recreational industries rely; and

WHEREAS, this Easement will establish an Agricultural Area (as defined in Section 8) protection zone that will generally exclude or control the construction of buildings and improvements except those necessary for agriculture and agricultural-related practices, and will preserve agricultural production of prime Alabama soils; and

WHEREAS, the Easement Area (800-1,000 feet approx. elev.) provides scenic views from 1) County Road 11 (600 feet approx. elev.), which has a parallel path approximately 2.11 miles (3.39 kilometers) to the north of the Easement Area, and 2) Oak Mountain State Park (600-1,100 feet approx. elev.), which is located approximately 1.14 miles (1.83 kilometers) to the northwest of the Easement Area, that are of importance to the Conservancy, the people of Shelby County, and the people of the State of Alabama, and are worthy of preservation; and

WHEREAS, the preservation of open space (including farmland and forestland) where such preservation is for the scenic enjoyment of the general public meets the conservation purpose Section 170(h)(4)(A)(iii) (I) of the Code; and

WHEREAS, the specific Conservation Values are documented in an inventory of relevant features of the Easement Area, dated the 30th of December, 2013 which is on file with the Conservancy, that the Parties agree accurately represents the Easement Area at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement; and

WHEREAS, this Easement constitutes a "qualified real property interest" as established in Section 170(h)(2)(C) of the Code and a "conservation easement" within the meaning of Alabama Code § 35-18-1, *et seq.*; and

WHEREAS, Grantor intends, as owner of the Easement Area, to convey to the Conservancy the right to preserve and protect the Conservation Values in perpetuity; and

WHEREAS, the Conservancy agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values for the benefit of this generation and the generations to come; and

WHEREAS, the Subsidiary is an entity disregarded for tax purposes, wholly owned by the Conservancy; and

WHEREAS, the Conservancy is: 1) a publicly supported, nonprofit organization, created primarily for the conservation of the environment, and tax exempt within the meaning of Section 501(c)(3), Section 509(a)(2) and Section 170(b)(1)(A)(vi) of the Code, 2) a "qualified organization" within the meaning of Section 170(h)(3) of the Code and Treasury Regulations Section 1.170A-14(c), and 3) a "holder" under the State of Alabama under the Uniform Conservation Easement Act (Alabama Code § 35-18-1, *et seq.*); and

WHEREAS, the State of Alabama has recognized the importance of private efforts towards the preservation of natural systems in its Uniform Conservation Easement Act (Alabama Code § 35-18-1, *et seq.*).

NOW, THEREFORE, Grantor, as an absolute charitable gift with no consideration, other than the covenants, mutual agreements, conditions, and promises herein contained, does unconditionally and irrevocably hereby grant and convey unto the Conservancy, its successors and assigns, forever, a conservation easement as defined in Alabama Code § 35-18-1, *et seq.*, which expressly authorizes the conveyance herein contained, Grantor hereby grants and conveys an absolute charitable gift with no monetary consideration to the Conservancy and its successors and assigns, a perpetual and irrevocable conservation easement consisting of the rights and restrictions enumerated in this Easement, upon, over and across the Easement Area. The Conservancy, by its execution hereof, accepts the foregoing grant of this Easement, and the recordation of this Deed shall constitute a "recordation of the acceptance" by the Conservancy within the meaning of Code of Alabama § 35-18-2(b). Upon the recordation hereof, the Conservancy shall be entitled to enforce the Conservation Easement pursuant to Code of Alabama § 35-18-3 (without intending that the existence of this Conservation Easement be dependent on the continuing existence of such laws):

1. Grant. Grantor hereby voluntarily and irrevocably grants and conveys to the Conservancy this Easement in perpetuity consisting of the rights and restrictions enumerated herein, upon, over and across the Easement Area, to have and to hold said Easement unto the Conservancy and its successors and assigns forever. This Easement shall constitute a binding servitude upon the Easement Area and shall be subject to prior reservations, easements, encumbrances, and exceptions of record, except as otherwise set forth herein. The grant of this Easement gives rise to a property right, immediately vested in the Subsidiary.

2. Purpose. It is the purpose (the "Purpose") of this Easement to assure that the Easement Area will be retained forever predominantly in its natural condition and to prevent any use of the Easement Area that will impair or interfere with the Conservation Values as set forth in this Easement. Grantor intends that this Easement will confine the use of the Easement Area to such activities including, without limitation, those involving recreational use of the Easement Area as are consistent with the purpose of this Easement.

2.1 *Climate Change*. In granting this Easement, Grantor and the Conservancy acknowledge the findings of the Intergovernmental Panel on Climate Change (IPCC) that the warming of the Earth's climate system is unequivocal, and that climate changes caused by global warming have already begun. Grantor and the Conservancy agree that the occurrence of any climate change-caused impacts to the Easement Area will not impair the validity of this Easement and shall not alone be considered grounds for the release, termination, or other extinguishment of this Easement whether in whole or in part.

2.2. *Natural Acts*. In granting this Easement, Grantor and the Conservancy mutually agree that nothing contained in this Easement shall be construed to entitle the Conservancy to bring any action against Grantor for any injury and/or change in the Easement Area resulting from natural causes beyond Grantor's control, including fire, flood, storm, natural earth movements, or other natural events, or from any prudent action taken by Grantor in an emergency to prevent, abate, or mitigate significant injury or change to the Easement Area resulting from such natural causes (collectively "Natural Causes").

3. Baseline Documentation Report. The parties acknowledge that a Baseline Documentation Report of the Easement Area has been prepared by a person familiar with Conservation Easements, the Easement Area, and the environs. The Baseline Documentation Report has been reviewed and approved by the Conservancy and Grantor as an accurate representation of the biological and physical condition of the Easement Area at the time of the grant. Grantor has retained a copy of the Baseline Documentation Report for their records and a copy of the Baseline Documentation Report is on file with the Conservancy.

4. Rights of the Conservancy. To accomplish the Purpose of this Easement, the Grantor conveys the following rights to the Conservancy:

4.1 the right to preserve and protect the Conservation Values in perpetuity; and

4.2 the right to enter upon the Property at reasonable times, to inspect the Property thoroughly, to monitor Grantor's compliance with and otherwise enforce the Purposes of the Easement; provided that such entry shall be upon seventy-two (72) hours prior notice to Grantor, except that no such notice shall be required in the event of an emergency or if the Conservancy reasonably believes that immediate entry upon the Property is essential to prevent or mitigate a violation of this Easement. The Conservancy shall not unreasonably interfere with Grantor's and Grantor's invitees' use and quiet enjoyment of the Property; and

4.3 the right to prevent any activity on or use of the Property that is inconsistent with the Purposes of this Easement, or which may have an adverse impact on the Conservation Values, and to require the restoration of such areas or features of the Property that are damaged by any inconsistent activity or use with the exception of Natural Causes; and

4.4 the right to be notified in writing by Grantor, its heirs, successors, transferees or assigns, upon the exercising of the reserved right set forth in Section 6.1; and

4.5 any other rights that the Parties may approve consistent with the Purpose of this Easement and the Conservation Values (e.g. undertaking enhancement projects, identifying additional Conservation Values, or conducting non-intrusive scientific studies).

5. Prohibited Uses. Prohibited uses of the Easement Area are specifically described in Subsections 5.1 thru 5.20. In addition, any activity that is inconsistent with the Purposes of the Easement is prohibited.

5.1 the change, disturbance, alteration, or impairment of the relatively natural habitat for plants, wildlife, or similar ecosystems within and upon the Easement Area, except as provided herein in the Resource Protection Area(s), Agricultural Area and the Acceptable Development Area; and

5.2 the construction and/or placement of any building structures, permanent camping accommodations, mobile homes, or billboards, except as expressly provided herein in the Agricultural Area as defined below; and

5.3 the conveyance of easements, rights-of-ways, the paving or grading of roadways or the construction of any roadways, except as expressly provided herein in the Agricultural Area and the Acceptable Development Area; and

5.4 the removal, destruction, or cutting of native vegetation, except as provided herein in the Resource Protection Area(s), Agricultural Area and the Acceptable Development Area; and

5.5 the introduction of non-native plants and/or animal species unless in accordance with applicable laws, a current NRCS conservation plan, a Ten Year Forestry Management Plan or its equivalent, and in a manner consistent with sound environmental conservation practices and current scientific literature ; and

5.6 the use of herbicides or pesticides other than for the control of noxious weeds and/or pests in accordance with applicable laws, a current NRCS conservation plan, a Ten Year Forestry Management Plan or its equivalent, and in a manner consistent with sound environmental conservation practices and current scientific literature; and

5.7 the exploration for, or extraction of, minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, or other materials on or below the surface of the Easement Area. Grantor, its heirs, successors, transferees or assigns shall not transfer, lease or otherwise separate the minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, field stone, or other materials from the Easement Area; and

5.8 the use of any motorized vehicles off of roadways or trails now existing (as defined in the Baseline Documentation Report); except as expressly provided herein in the Agricultural Area and Acceptable Development Area; and

5.9 the accumulation, dumping or other disposal of trash, garbage, or other offensive refuse on the Easement Area other than the collection and disposal of natural byproducts on the

Easement Area (including tree limbs and organic household compost materials) as long as in accordance with applicable laws and regulations; and

5.10 the manipulation, diversion, or other alteration of stream(s) unless for stream bank/marshland restoration and preservation, aquatic habitat enhancement and stream bank/marshland mitigation purposes, except as expressly provided herein in the Resource Protection Areas; and

5.11 the degradation, pollution, or drainage of any surface or sub-surface waters except as expressly provided herein in the Resource Protection Areas; and

5.12 any use that would increase or substantially add to the risk of erosion as determined by historical and current scientific literature; and

5.13 any change in the topography of the Easement Area through the placement therein of soil, landfill, dredging spoils, or other material except as incidental and necessary to the activities permitted herein in the Agricultural Area; and

5.14 more than *de minimis* use for any recreational activity constituting commercial recreational activity within the meaning of Section 2031(c) of the Code; and

5.15 the transfer, encumbrance, lease, sale, or other separation of the water rights necessary and appropriate for the present and future occupation of human, faunal and vegetational populations on the Easement Area; and

5.16 the erection, construction, installation, relocation or use of a communication facility, a telecommunications facility, a network element or any other telecommunications facility, equipment or material that may be used for telecommunications or to provide such services; except for low capacity personal services; and

5.17 the erection, construction, installation, relocation or use of utility lines or substations not necessary and directly related to uses of the Easement Area permitted in this Easement; and

5.18 the erection, construction, installation, relocation or use of any lighting which interferes with wildlife on the Easement Area or with landowners within the viewscape of the Easement Area; and

5.19 the division, subdivision, or *de facto* subdivision of the Property into two or more parcels of land or separate interests; and

5.20 recreational hunting.

6. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns of the Easement Area (each of which shall be "Grantor" within the meaning of this paragraph), all rights accruing from its ownership of the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement

Area that are not expressly prohibited herein and are not inconsistent with the Purpose of this Easement, including without limitation the rights and permitted uses set forth in Section 7 and Section 8.

6.1 Hunting and Fishing. Hunting, fishing, trapping and predator control, in a manner consistent with federal, state and local laws, are permitted on the Easement Area. The Parties agree and acknowledge that controlled hunting and restocking of fish may be desirable to maintain sustainable wildlife populations consistent with the condition of the habitat.

7. Forest Carbon Services. Grantor may hold, market, and transfer any and all rights related to forest carbon, including but not limited to mitigation credits and offsets, now present or existing in the future, and the right to report such mitigation credits or offsets to any relevant public or private regulatory/oversight body or registry whether pursuant to a voluntary system or one created by local, federal, or international law or regulation, which rights arise from or are generated by or from the Property on or after the date of this Easement (collectively the "Forest Carbon Services"). The Forest Carbon Services retained hereunder shall specifically include, but shall not be limited to, the right to hold, reserve, report, market, or retire any greenhouse gas mitigation credits or offsets that may be generated upon the Property, and other types of mitigation credits or offsets that arise from the production of forest carbon. Grantor shall have the absolute discretion in determining the purchaser(s) and/or recipient(s) of any Forest Carbon Services and the Conservancy shall have no right to any benefits arising from the consideration paid or given for such Forest Carbon Services.

8. Permitted Uses. Permitted uses of the Easement Area vary depending on where on the Easement Area this use occurs as specifically indicated below. The Easement Area is divided into three (3) principal areas all of which are depicted in the Easement Map in *Section XI* of the Baseline Documentation Report and generally described below:

Acceptable Development Area (also referred to as an "ADA") – The area in which improved access roads, auxiliary facilities, and pedestrian birding trails may be placed to the extent listed below. A total of three (3) Acceptable Development Areas will exist on the entire Easement Area: 1) the Acceptable Development Area – Homesite(s), 2) the Acceptable Development Area – Main Access Roads, and 3) Acceptable Development Area - Canal.

- The Acceptable Development Area – Homesite will consist of a circle with a radius of 118 feet (36 meters) that encompasses a total area of approximately one acre (4,046 meters²). There will be a total of two (2) homesites on the entire Easement Area. The placement of the center of each circle for the respective homesite will be determined sixty (60) days prior to the beginning of construction.
- The Acceptable Development Area – Main Access Road will consist of a linear buffer of approximately 60 feet (18.28 meters) extending from the existing main access road. The linear buffer will originate from the centerline of the existing main access road, as specifically identified in *Section XI* of the Baseline Documentation Report, and will extend 30 feet (9.14 meters) to either side.

- The Acceptable Development Area – Secondary Access Road(s) will consist of a linear buffer of approximately 30 feet (9.14 meters) extending from any current or future secondary access. The linear buffer will originate from the centerline of any current secondary access road, as specifically identified in *Section XI* of the Baseline Documentation Report, and will extend 15 feet (4.57 meters) to either side.
- The Acceptable Development Area – Water Tower will consist of a circle with a radius of 118 feet (36 meters) that encompasses a total area of approximately one acre (4,046 meters²). There will be a total of one (1) water tower on the entire Easement Area. The placement of the center of each circle for the water tower will be determined sixty (60) days prior to the beginning of construction.

Resource Protection Area (also referred to herein as an “RPA”) – The area(s) which contain(s) unique or special natural features including, but not limited to, streams, wetlands or steep slopes and their supporting buffer lands in which this Easement excludes the construction or placement of permanent or temporary buildings and anthropogenic perturbations (manmade disturbances). A total of two (2) Resource Protection Areas will exist on the entire Easement Area: 1) the Resource Protection Area – Cooper Branch, and 2) the Resource Protection Area – Yellowleaf Creek.

- The Resource Protection Area – Cooper Branch will consist of a linear buffer of approximately 100 feet (30.49 meters). The linear buffer will originate from the approximate center of Cooper Branch, as specifically identified in *Section XI* of the Baseline Documentation Report, and will extend for 100 feet (30.48 meters) to either side of the aquatic feature.
- The Resource Protection Area – Yellowleaf Creek will consist of a linear buffer of approximately 100 feet (30.49 meters). The linear buffer will originate from the approximate center of Yellowleaf Creek, as specifically identified in *Section XI* of the Baseline Documentation Report, and will extend for 100 feet (30.48 meters) to either side of the aquatic feature.

Agricultural Areas (also referred to herein as “AA”) – The area which may be used for, but not limited to, row crop farming, horticulture, grazing, animal husbandry, trees, carbon sequestration for carbon offset, alternative energy (wind & solar), and agricultural plantings for wildlife are allowed, may be continued and expanded and shall be considered consistent with the purposes of this Easement, provided that the same are conducted in a manner not inconsistent with this Easement and provided further that:

1) Under no circumstances shall there be industrial or factory-type livestock operations or animal husbandry characterized by the continuous confinement of livestock in tightly confined environments for the purpose of raising, feeding, and fattening for market on the Easement Area; and no slaughtering facility, or poultry, dairy, or hog operation shall be allowed;

2) Pesticides and/or herbicides may be used only in a manner consistent with their labeling and in compliance with all federal, state, and local regulations, including those related to licensing and/or certification of applicators;

3) All permitted agricultural activities shall be conducted in accordance with any pertinent local or state regulations or guidelines covering such activities and Best Management Practices of the State of Alabama and applicable federal, state, and local laws;

4) All such activities shall be designed to maintain soil productivity and prevent soil erosion to protect water quality and wetlands;

5) Any change in agricultural use or activity to a use not traditionally used on the Easement Area shall be subject to the prior written approval of Grantee, which approval shall not be unreasonably withheld;

6) Land application of domestic septic effluent and/or municipal, commercial or industrial sewage sludge or liquids generated from such sources is prohibited;

7) Non-commercial horticultural activities are allowed but shall be limited to native species of plants;

8) All farming operations not being utilized as of the date of this Easement shall be conducted in a manner consistent with a farm conservation plan prepared by the USDA, NRCS, or its successor, or by another qualified conservation professional. This plan shall be updated periodically and in any event at the time the basic type of agricultural operation on the Easement Area changes or at the time ownership of the Easement Area changes;

9) Under no circumstances shall there be production of row crops, fruit trees, or vineyards due to stress on the existing water table.

8.1 Acceptable Development Areas. The following activities are permitted within each Acceptable Development Area to the extent indicated provided that Grantor notifies the Conservancy in writing thirty (30) working days prior to exercising the prescribed permitted uses unless otherwise noted.

8.1.A Acceptable Development Area – Homesite(s). With prior written notice to the Conservancy, Grantor may locate, construct, maintain, repair, remove, enlarge or replace two (2) single-family structures or lodges and their improvements within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area. There will be a total of two (2) homesites on the entire Easement Area. Said homesites, accessory buildings and improvements shall be located completely within the corresponding ADA - Homesite. Accessory buildings and improvements associated with the residence may include garages, carports and storage sheds. Any temporary easements and permission to access any area of the Easement in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction

to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.A.i Building Restrictions. With prior written notice to the Conservancy, Grantor may locate, construct, maintain, repair or replace two (2) single-family dwellings within the area depicted in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area so long that the respective ADA – Homesite(s) does not overlap with any Resource Protection Area. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Easement Area in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Easement Area in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.A.ii Fences. Without prior written permission from or notice to the Conservancy, Grantor may construct, maintain, repair or replace existing fences, and new fences may be constructed, maintained, repaired or installed, anywhere within the respective ADA – Homesite.

8.1.A.iii Access Road. Without prior written permission from or notice to the Conservancy, Grantor may construct, maintain, improve, repair, remove, enlarge or replace one (1) access road within the respective ADA – Homesite(s), and to connect the access road to any ADA - Main Access Road. No portion of the access road shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material except for steep slope areas that may require additional hardening of the surface to reduce erosion.

8.1.A.iv Subsistence Garden. Without prior written permission from or notice to the Conservancy, Grantor may construct, maintain, repair, or replace one (1) subsistence garden within the respective ADA – Homesite. Said garden may be used for *de minimus* agricultural-related commercial activities.

8.1.B Acceptable Development Area – Main Access Road. Without prior written permission from or notice to the Conservancy, Grantor may maintain, pave, improve, repair, remove, enlarge or replace the main access road, within the area shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Acceptable Development Area (ADA) – Main Access Road. Said improvements shall be located completely within the corresponding ADA – Main Access Road. No portion of the main access road shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material except for steep slope areas that may require additional hardening of the surface to reduce erosion. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any

temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.C Acceptable Development Area – Secondary Access Road. Without prior written permission from or notice to the Conservancy, Grantor may maintain, improve, repair, remove, or replace any secondary access road within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as ADA – Secondary Access Road. Said improvements shall be located completely within the corresponding ADA – Secondary Access Road. No portion of the access road shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material except for steep slope areas that may require additional hardening of the surface to reduce erosion. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.E Acceptable Development Area – Water Tower. With prior written notice to the Conservancy, Grantor may convey an easement or authorization (including construction easements) to locate, construct, maintain, repair, remove, or replace a water tower and its improvements within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as ADA – Water Tower.

8.1.E.i Building Restrictions. With prior written notice to the Conservancy, Grantor may locate, construct, maintain, repair or replace a water tower and its improvements within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as ADA – Water Tower, provided that any water line shall be located a minimum of 25 feet (7.12 meters) from any waterway and shall be placed so as to impact the Easement Area as is practicable, in accordance with good engineering practices. If a water line is installed, there shall be no sidecasting of any fill material into any wetlands, streams, rivers or waters that lie outside of the ADA – Water Tower. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2 *Resource Protection Area*. The following activities are permitted within the Resource Protection Area(s) to the extent indicated.

8.2.A Recreation and Educational Usages. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Resource Protection Area(s) for low-impact outdoor recreation, education, nature observation, and scientific study, so long as these activities preserve the value of the Resource Protection Area(s) as wildlife habitat, riparian buffer, and aquatic ecosystem.

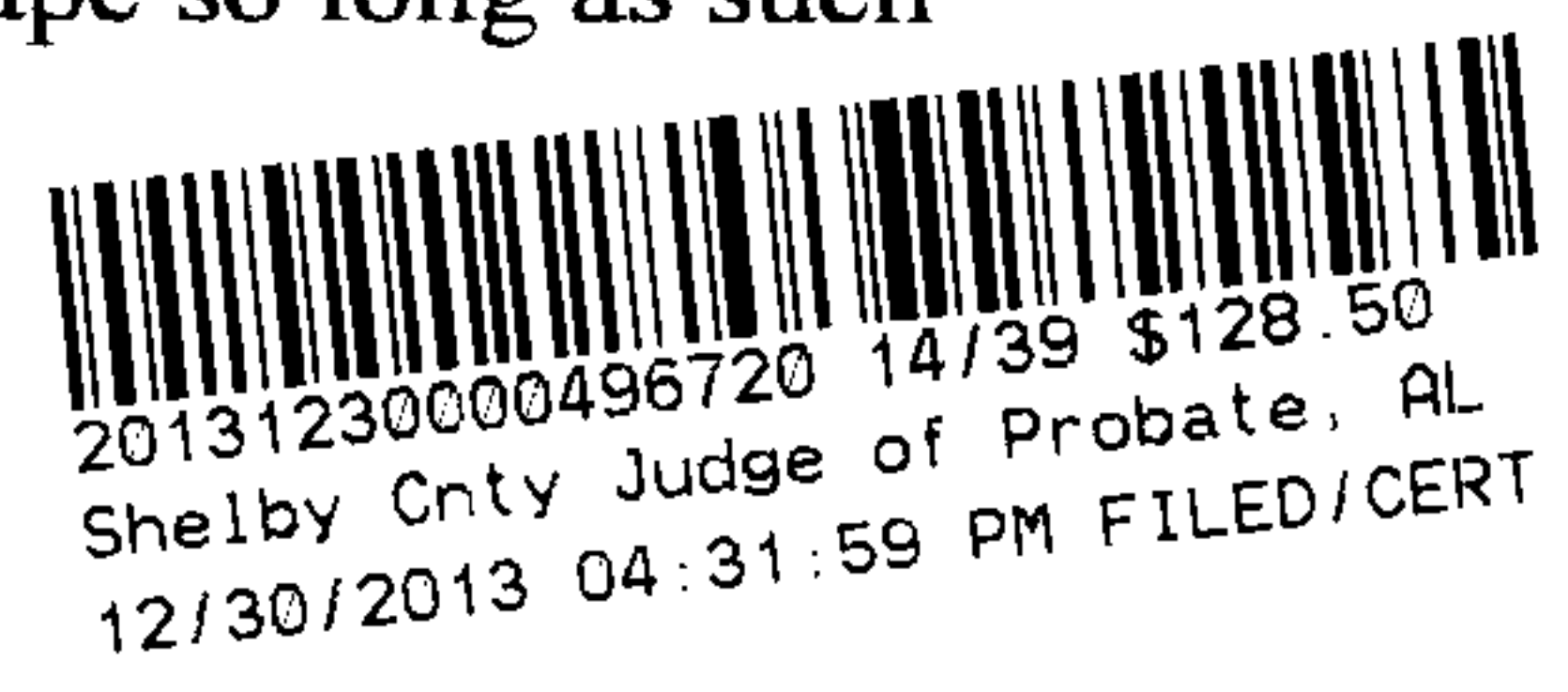
8.2.B Fences. Without prior written permission from or notice to the Conservancy, Grantor may maintain, preserve, improve, repair, remove, enlarge, or replace existing fences in the area shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Resource Protection Area, for purposes of preventing trespass on the Easement Area. No new fences may be constructed anywhere in the Resource Protection Area(s)

8.2.C Water Resources. Without prior notice to the Conservancy, Grantor may utilize and maintain water sources, courses, and bodies within the Resource Protection Area(s) so long as such usages and activities are carried out in accordance with sound agricultural practices and in accordance with local, state, and federal laws.

8.2.C.i Pond/Catchment Basin. With prior written notice to the Conservancy, Grantor may establish, construct, and maintain water source(s), course(s), or body(ies), specifically the construction of two ponds, lakes, or catchment basins within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Resource Protection Area(s), as to be beneficial to waterfowl and other wetland dependent animals and plants so long as such improvements are in accordance with local, state and federal laws.

8.2.C.ii Pavilion. With prior written notice to the Conservancy, Grantor may create, maintain, repair, remove, or replace two (2) pavilions within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Resource Protection Area(s) provided that any structure must be designed and situated to blend with natural surroundings and compliment the natural and scenic features of the landscape so long as such improvements are in accordance with local, state and federal laws. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.C.iii Raised Walkways & Wildlife Viewing Platforms. With prior written notice to the Conservancy, Grantor may create, maintain, repair, remove, enlarge or replace raised walkways & wildlife viewing platforms within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Resource Protection Area(s) provided that any structure must be designed and situated to blend with natural surroundings and compliment the natural and scenic features of the landscape so long as such



improvements are in accordance with local, state and federal laws. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.C.iv Dock(s). With prior written notice to the Conservancy, Grantor may create, maintain, repair, remove, enlarge or replace two (2) docks and their improvements within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Resource Protection Area(s) provided that any structure must be designed and situated to blend with natural surroundings and compliment the natural and scenic features of the landscape so long as such improvements are in accordance with local, state and federal laws. The dock shall be in compliance of all federal, state and/or local applicable laws. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.D Control of Exotic Species. Without prior written notice to the Conservancy, Grantor may manage the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as the Resource Protection Area(s) for intrusion of exotic species provided that all such cuttings and vegetation management shall be conducted in a manner that minimizes damage to the Easement Area, and so long as these activities preserve the value of the respective Resource Protection Area as wildlife habitat, aquatic ecosystem, and to preserve the Conservation Values. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Easement Area in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Easement Area in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.F Trails. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain a foot trail anywhere in the Resource Protection Area(s) to be used for outdoor recreation and education.

8.2.F.i Trail. The trail may include steps and railings and other trail surface structures as well as bridges and culverts for traversing wet areas.

8.2.F.ii Trail Width. The trail may not exceed 10 feet (3.048 meters) in width.

8.2.F.iii Trail Covering. The trail may be covered, if at all, by wood chips, gravel, or any other porous surface so as not to enhance stormwater runoff into the wetland/stream.

8.2.F.iv Trail Signs. The trail may include signs to mark the trail; to provide information regarding applicable times, place, and manner restrictions; for interpretive purposes, and to indicate the interest of Grantor and Beneficiaries and the Conservancy are permitted.

8.2.G Carbon Credits. Grantor shall retain all rights, benefits, privileges and credits related to carbon sequestration in the above ground and below ground biomass, and the soil of the Resource Protection Area(s).

8.3 Agricultural Areas. Without prior written permission from or notice to the Conservancy, Grantor may produce crops, livestock, trees, carbon sequestration for carbon offset, alternative energy (wind & solar), and conduct farm operations which includes but is not limited to the right to establish, reestablish, maintain, and use cultivated forests, fields, orchards, and pastures within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area. These farming/forestry practices, which are the principal uses of the Easement Area, shall be consistent with sound agricultural practices and a current NRCS conservation plan or its equivalent, as prepared by the (USDA or similar agency or professionally trained individual.

8.3.A Forest Management. Without prior written permission from or notice to the Conservancy, Grantor reserves the right to conduct timber harvesting and forest management activities in the Agricultural Area subject to federal, state, and local regulations, the specific terms and conditions of the Easement, and shall be conducted in accordance with the following provisions.

8.3.A.i Ten Year Management Plan. All forest management activities, except preliminary timber cruises and resource evaluation, shall be conducted in accordance with a written plan for areas in which timber harvesting or management is contemplated. The plan shall be prepared prior to any harvesting or treatment activities, and shall be reviewed and updated at least every ten years by a licensed professional forester. The forestry management plan shall include at a minimum the following:

1) goals and objectives of the landowner, consistent with the terms of the Easement; and

2) identification of the natural and physical features of the Easement Area, or the harvest area, including forest type, stocking, age, quality, health, stand history, and existing forestry access roads, wetlands, and water bodies; and

- 3) a description of contemplated harvesting units and proposed access plan, indicating proposed ingress/egress for all areas to be harvested; and
- 4) a description of recommended erosion control measures to be employed during and after harvesting; and
- 5) a description of foreseeable situations in which chemical application will be recommended, including the type, amount, method of application, and recommended limitations to protect water quality; and
- 6) a description of harvesting techniques and treatments to be employed to avoid adverse impact to the specific conservation values identified in the prescriptions hereinabove; and
- 7) a description of reclamation and reforestation practices to be employed upon completion of harvesting operations to ensure soil stabilization and to maintain the scenic qualities of the Easement Area.

8.3.B Agricultural Buildings and Improvements. Without prior written permission from or notice to the Conservancy, Grantor may create, maintain, improve, repair, remove, enlarge or replace rustic structures to assist with the agricultural operation within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area provided that all such structures must be designed and situated to blend with natural surroundings and compliment the natural and scenic features of the landscape, and to preserve the agricultural production of prime Alabama soils.

8.3.C Fences. Without prior written permission from or notice to the Conservancy, Grantor may construct, maintain, preserve, improve, repair, remove, enlarge or replace existing fences anywhere in the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area, for purposes of preventing trespass on the Easement Area.

8.3.D Wildlife Green Areas/ Food Plots. Without prior written permission from or notice to the Conservancy, Grantor may establish, maintain, and cultivate wildlife green areas/food plots within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area provided that such activities shall be consistent with sound agricultural practices, a current NRCS conservation plan, a Ten Year Forestry Management Plan or its equivalent, as prepared by the USDA or similar agency or qualified individual(s).

8.3.E All-Terrain Vehicles. Without prior written permission from or notice to the Conservancy, Grantor may use, or permit the use of all-terrain vehicles on the access roads now existing on the Easement Area, or in the future those developed on the Easement Area (pursuant to the Forest Management Plan developed and approved in Section 8.3.A), provided that:

- 1) such roads are used by others exclusively in accordance with the forest management plan;
- 2) the permission afforded by Grantor consists of short-term license to use the road system for a period not to exceed twelve (12) months, and is not a longer term license, right-of-way, easement or other permanent legal interest;
- 3) Grantor shall remain responsible for any such license compliance with this Easement.

8.3.E.i All-Terrain Vehicle Access. Without prior written permission from or notice to the Conservancy, Grantor may permit the temporary use of all-terrain vehicles for agricultural and non-commercial recreational purposes anywhere within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area.

8.3.F Alternative Energy. Without prior written permission from or notice to the Conservancy, other improvements, including, but not limited to, facilities for generation and transmission of renewable electrical power, such as windmills and/or solar arrays, may be constructed anywhere in the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area. Generation of any renewable electrical power shall be principally for use on the Easement Area. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Easement Area in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Easement Area in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values. Grantor shall be permitted to employ or sell any additional generated electrical power.

8.3.G Carbon Credits. Grantor shall retain all rights, benefits, privileges and credits related to carbon sequestration in the above ground and below ground biomass, and the soil of the Agricultural Area.

8.3.H Recreation and Educational Usages. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area(s) for low-impact outdoor recreation, education, nature observation and scientific study, so long as these activities preserve the agricultural production of prime Alabama soils.

9. Access. Nothing contained herein shall be construed as affording the public access to any portion of the Easement Area, although the Grantor may permit public access to the Easement Area on such terms and conditions as it deems appropriate, provided that such access is consistent with the terms of this Easement.

10. Representations and Warranties. Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:

10.1 No substance defined, listed, or otherwise classified pursuant to any federal, state or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Easement Area, except for fuels customarily used or transported in connection with camping, recreational or construction activities on the Easement Area;

10.2 There are not now any underground storage tanks located on the Easement Area, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Easement Area in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

10.3 Grantor and the Easement Area are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Easement Area and its use;

10.4 There is no pending or threatened litigation in any way affecting, involving, or relating to the Easement Area;

10.5 No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Easement Area or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders;

10.6 Grantor warrants that Grantor has good and sufficient title to the Easement Area, that Grantor has good right, full power and lawful authority to grant and convey this Easement, that any mortgages or liens on the Easement Area are and shall remain subordinate to the terms of the Easement, and Grantor hereby promises to warrant and forever defend the title to the Easement against all and every person or persons lawfully claiming by, through or under Grantor, the whole or any part thereof, excepts for rights-of-way, easements, restrictions, covenants and mineral reservations of record, which are acceptable to the Conservancy at the time of execution of this Easement.

11. Notice of Intention to Undertake Certain Permitted Actions. Unless otherwise stated therein, Grantor will notify the Conservancy of its intention to engage in an activity reserved in Section 8 of this Deed. Any such notice must be given at least sixty (60) days before the commencement of the activity. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Conservancy to make an informed judgment as to its consistency with the purpose of this Easement. Continuation of existing or previously approved practices and use, upkeep, completion, and repair of existing structures, roads, and trails shall not require notice.

12. The Conservancy's Approval. The Conservancy and/or the Subsidiary shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefore under Section 8 of this Deed. Conservancy's approval may be withheld only upon a reasonable determination by Conservancy that the action as proposed would be inconsistent with the purpose of this Easement, and impair the conservation interests associated with the Easement Area.

13. Conservancy's Remedies: Enforcement. The Conservancy shall have the right to prevent and correct or require correction of violations of the terms and Purposes of this Easement. The Conservancy may enter the Property for the purpose of inspecting for violations in accordance with Subsection 4.2 above. If the Conservancy finds what it believes is a violation, or a threat of a violation of the terms or the Purposes of this Easement, the Conservancy shall notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall immediately discontinue any activity that could increase or expand the alleged violation and shall either: (1) restore the Property as best possible to its condition prior to the violation in accordance with a plan approved by the Conservancy; or (2) provide a written explanation to the Conservancy of the reason why the alleged violation should be permitted. If the Conservancy is not satisfied with Grantor's written explanation, both parties agree to meet as soon as possible to resolve the difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator in an attempt to resolve the dispute pursuant to Subsection 13.1 below.

Should Grantor not immediately discontinue any activity that could increase or expand the alleged violation; or should mediation fail to resolve the dispute within sixty (60) days of the Conservancy's written notice to Grantor of the alleged violation, or by such other date as the Parties may mutually agree, the Conservancy may take appropriate legal action pursuant to the Subsections below. The Conservancy's remedies described in this Easement shall be cumulative and shall be in addition to all remedies now and hereafter existing at law or in equity, including the right to recover any damages for loss of scenic or environmental values. The failure of the Conservancy to discover a violation or to take immediate legal action does not and should not bar the Conservancy from exercising the right of enforcement at any later date.

13.1 Mediation. If a dispute arises between the Parties concerning the consistency of any proposed use or activity with the purpose of this Easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to mediation by request made in writing upon the other. Within ten (10) days of the receipt of such request, the Parties shall select a single trained and impartial mediator with experience in Conservation Easements and other land preservation tools. If the Parties are unable to agree on the selection of a single mediator, then the Parties shall each select a trained and impartial mediator with experience in Conservation Easements and other land preservation tools, and those two mediators shall select a similarly skilled mediator who shall alone mediate the dispute. Mediation shall proceed in accordance with the following guidelines:

13.1.A Purpose. The purpose of the mediation is to: (1) promote discussion between the Parties; (2) assist the Parties to develop and exchange pertinent information concerning the issues in

dispute; and (3) assist the Parties to develop proposals which will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or *de facto* modification or amendment of the terms, conditions, or restrictions of this Easement.

13.1.B Participation. The mediator may meet with the Parties and their counsel jointly or *ex parte*. The Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the parties with settlement authority will attend mediation sessions as required by the mediator.

13.1.C Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any party in any subsequent litigation. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceedings or construed as an admission of a party.

13.1.D Time Period. Neither party shall be obligated to continue the mediation process beyond a period of sixty (60) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute. The Parties shall each bear 50% of the mediator's fees.

13.2 *Injunctive Relief*. The Conservancy may bring action at law or in equity, *ex parte* as necessary, in a court of competent jurisdiction, to enforce the terms of the Easement and to enjoin by temporary or permanent injunction a violation, including to require or cause the restoration of the Easement Area to the condition that existed prior to the violation, under the following circumstances:

13.2.A If Grantor, after receipt of a notice of violation from the Conservancy, fails immediately to discontinue any activity that could increase or expand alleged violation; or

13.2.B If Grantor, after receipt of a notice of violation from the Conservancy, fails within ten (10) days either to provide a written explanation to the Conservancy of the reason why the alleged violation should be permitted or begin restoring the Easement Area as best as possible to its condition prior to the violation; or

13.2.C If Grantor, after commencing to restore the Easement Area to its condition prior to a violation, fails to diligently cure the violation.

13.3 *Damages*. The Conservancy shall be entitled to recover damages for violations of the terms of this Easement or injury to the Conservation Values, including, without limitation, damages for the loss of scenic, aesthetic, or environmental purposes. Without limiting Grantor's liability therefore, the Conservancy, in its sole discretion, may apply damages recovered to the cost of undertaking any corrective action on the Easement Area.

13.4 *Emergency Enforcement.* If the Conservancy reasonably believes an ongoing or threatened imminent activity violates the Easement, the Conservancy may, in its sole discretion, take immediate legal action as set forth on this Section 13 without prior notice to Grantor and without waiting for the period provided for cure to expire.

13.5 *Scope of Relief.* The Conservancy's rights under this Section 13 apply equally in the event actual or threatened violations of the terms of this Easement. Grantor agrees that the Conservancy's remedies at law for any violation of the terms of this Easement are inadequate and that the Conservancy shall be entitled to the injunctive relief described in Subsection 13.2, both prohibitive and mandatory, in addition to such other relief to which the Conservancy may be entitled, including specific performance of the terms of the Easement. The Conservancy's remedies described in this Section 13 shall be cumulative and shall be in addition to all remedies now and hereafter existing at law or in equity.

13.6 *Cost of Enforcement.* All reasonable costs incurred by the Conservancy in enforcing the terms of this Easement against Grantor including, without limitation, costs and expenses of suit and reasonable attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action each Party shall bear its own costs.

13.7 *The Conservancy's Discretion.* Enforcement of the terms of this Easement shall be at the sole discretion of the Conservancy, and any forbearance by the Conservancy to exercise its rights under the Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by the Conservancy of such term or subsequent breach of the same or any other term of this Easement or of any of the Conservancy's rights under this Easement. No delay or omission by the Conservancy in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

13.8 *Acts Beyond Grantor's Control.* Nothing contained in this Easement shall be construed to entitle the Conservancy to bring any action against Grantor for any injury to or change in the Easement Area resulting from causes beyond Grantor's control including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area or person(s) resulting from such causes. Grantor is not responsible for acts of third parties who are out of Grantor's control, except that Grantor is responsible for guests and other third parties authorized by Grantor to access the Easement Area.

14. Costs, Liabilities, Taxes and Environmental Compliance.

14.1. *Costs, Legal Requirements and Liabilities.* Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate insurance coverage, which may be under Grantor's homeowner's policy. On reasonable request, grantor will furnish certificate of insurance or copy of insurance policy. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

14.2 *Taxes*. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Easement Area by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this easement, and shall furnish Conservancy with satisfactory evidence of payment upon request.

14.3 *Remediation*. If, at any time, there occurs, or has occurred, a release in, on, or about the Easement Area of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including cleanup that may be required, unless the release was caused by the Conservancy, in which the Conservancy shall be responsible therefore.

14.4 *Control*. Nothing in this Grant shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Conservancy to exercise physical or managerial control over the day-to-day operations of the Easement Area, or any of Grantor's activities on the Easement Area, or otherwise to become an operator with respect to the Easement Area within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and any Alabama state law counterpart.

14.5 *Hold Harmless*. "Grantor in possession" shall hold harmless, indemnify, and defend Conservancy and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, cause of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any Easement Area, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Area, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any federal, state, or local law, regulation, requirement, including, without limitation, the CERCLA, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Easement Area; (3) the presence or release of hazardous or toxic substances in, on, from, under or about the Easement Area at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless solely caused by any of the Indemnified Parties; (4) tax benefits or consequences of any kind which result or do not result from entering into this Easement; and (5) the obligations, covenants, representations and warranties of paragraphs 13.1 through 13.8.

* "Grantor in possession" as used in this paragraph means the Grantor holding title to the Easement Area at the time the claim for defense or indemnity or to be held harmless is made.

15. Extinguishment and Condemnation.

15.1 Extinguishment. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Conservancy shall be entitled, after the satisfaction or prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Easement Area subsequent to such termination or extinguishment (herein collectively "Extinguishment") shall be determined to be at least equal to the perpetual conservation restriction's proportionate value unless otherwise provided by Alabama law at the time, in accordance with Subsection 15.2 below. Conservancy shall use all such proceeds in a manner consistent with the Conservation Values of this grant.

15.2 Proceeds. This Easement constitutes a real property interest immediately vested in Conservancy. For the purposes of this Subsection, the parties stipulate that this Easement shall have at the time of Extinguishment a fair market value determined by multiplying the then fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values of this Easement at the time of this grant shall be the donation value used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Code. Grantor shall within ninety days of this grant provide to the Conservancy copies of all appraisals seeking to establish the Conservation Values at the time of this grant. For the purposes of this paragraph, the ratio of the value of the donated Easement to the value of the Property unencumbered by the Easement shall remain constant.

15.3 Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, the Conservancy shall be entitled to compensation from the condemning authority in accordance with applicable law.

15.4 Application of Proceeds. The Conservancy shall use any proceeds received under the circumstances described in this Section 15 in a manner consistent with its conservation Values, which are exemplified by this grant.

16. Assignment. This Easement is transferable, but the Conservancy may assign its rights and obligations under this Easement only to a Qualified Conservation Organization that is deemed to be so qualified at the time of transfer under Section 170(h) of the Code. As a condition of such transfer, the Conservancy shall require that the Conservation Purposes for which the grant was originally intended to be maintained. The Conservancy shall provide Grantor at least sixty (60) days advance notice of any assignments, so that Grantor can determine whether the proposed assignee satisfies the criteria of this paragraph. Grantor's consent to assignment is necessary to make it effective, and the Conservancy shall not assign its rights hereunder without Grantor's prior written consent.

17. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Easement Area, including, without limitation, a leasehold interest. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

18. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other regarding the specifics of the Easement shall be in writing and either served personally or sent by first class mail, electronic correspondence (email), postage prepaid, addressed as follows:

To Grantor: Two Mountains, LLC
Attn: Mr. David Brogden
1009 Ridge Circle
Birmingham, Alabama 35242

To Conservancy: Atlantic Coast Conservancy, Inc.
Attn: Dr. Robert Keller, Chief Executive Officer
72 South Main Street
Jasper, Georgia 30143

To Subsidiary: Pelican Coast Conservancy
Attn: Walter C. Ernest, IV, Director of Operations
403 Conti Street
Shelby, Alabama 36602

With a copy to: Phil M. Landrum, III
Landrum & Landrum Attorneys
95 Stegall Drive
Jasper, Georgia 30143

or to such other address as either party from time to time shall designate by written notice to the other.

19. Recordation. Conservancy shall record this instrument in a timely fashion in the official records of Shelby County, Alabama and may re-record it at any time as may be required to preserve its rights in this Easement. Grantor will pay any recordation charges.

20. Amendment. If circumstances arise under which an amendment to this Easement would be appropriate to promote the Purposes of the Easement, Grantor and the Conservancy may jointly amend this Easement, in accordance with the Policies of the Conservancy. However, the Conservancy is under no obligation to amend this Easement, and may decline to amend this Easement in its sole and exclusive judgment. Notwithstanding anything herein to the contrary, no amendment shall be allowed that will affect the qualifications of the Easement as a "qualified conservation contribution" which has been granted in "perpetuity" within the meaning of Section 170(h) of the Code and the Treasury Regulations thereunder. Any amendment must be consistent

with the Purposes of the Easement and the aggregate Conservation Values and may not affect the Easement's perpetual duration. Any amendment must be in writing, signed by both Parties, and recorded in the official records of Shelby County, Alabama.

21. Subordination. If at the time of conveyance of this Easement, the Easement Area is subject to a Deed to Secure Debt, the holder of which has agreed by separate instrument, a copy of which is attached hereto as **Exhibit "C"** to subordinate its rights in the Easement Area to the extent necessary to permit the Conservancy to enforce the Purposes of this Easement in perpetuity and to prevent any modification or extinguishment of this Easement by exercise of any rights of the Deed to Secure Debt.

22. Future Technology. No use shall be made of the Easement Area, and no activity thereon shall be permitted that is, or is likely, to become inconsistent with the Purposes of this Easement. Grantor and the Conservancy acknowledge that, in view of the perpetual nature of this Easement and the predicted climate changes due to global warming, they are unable to foresee all potential land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Easement. The Conservancy therefore, in its reasonable discretion in accord with then current scientific research and findings disseminated by the Intergovernmental Panel on Climate Change (IPCC) or its equivalent, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in the Easement, or (b) alterations in existing uses or structures, are consistent with the Purposes of this Easement.

23. General Provisions.

23.1 The following Exhibits are attached to and incorporated by reference into this Easement. Exhibit A: Property Legal Description, Exhibit B: Easement Area Legal Description, Exhibit C: Subordination Document (if necessary).

23.2 *Definitions.* The terms "Grantor" and "Conservancy," wherever used herein, and any pronouns used in place of those terms, shall be deemed to include, respectively, Grantor and its heirs, personal representatives, executors, administrators, successors and assigns, and the Conservancy, its successors and assigns.

23.3 *Controlling Law.* The interpretation and performance of this Easement shall be governed by the laws of the State of Alabama.

23.4 *Liberal Construction.* Any general rule of construction to the contrary notwithstanding, this Easement shall be reasonably construed in favor of the grant to affect the Purpose of this Easement and the policy and purpose of Alabama law. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

23.5 *Severability.* If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the

application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

23.6 Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

23.7 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

23.8 Joint Obligation. The obligation imposed by this Easement upon Grantor shall be joint and several (in the event that there is more than one Grantor).

23.9 Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Easement Area.

23.10 Termination of Rights and Obligations. Except as otherwise provided herein, a party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Easement Area, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

23.11 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretations.

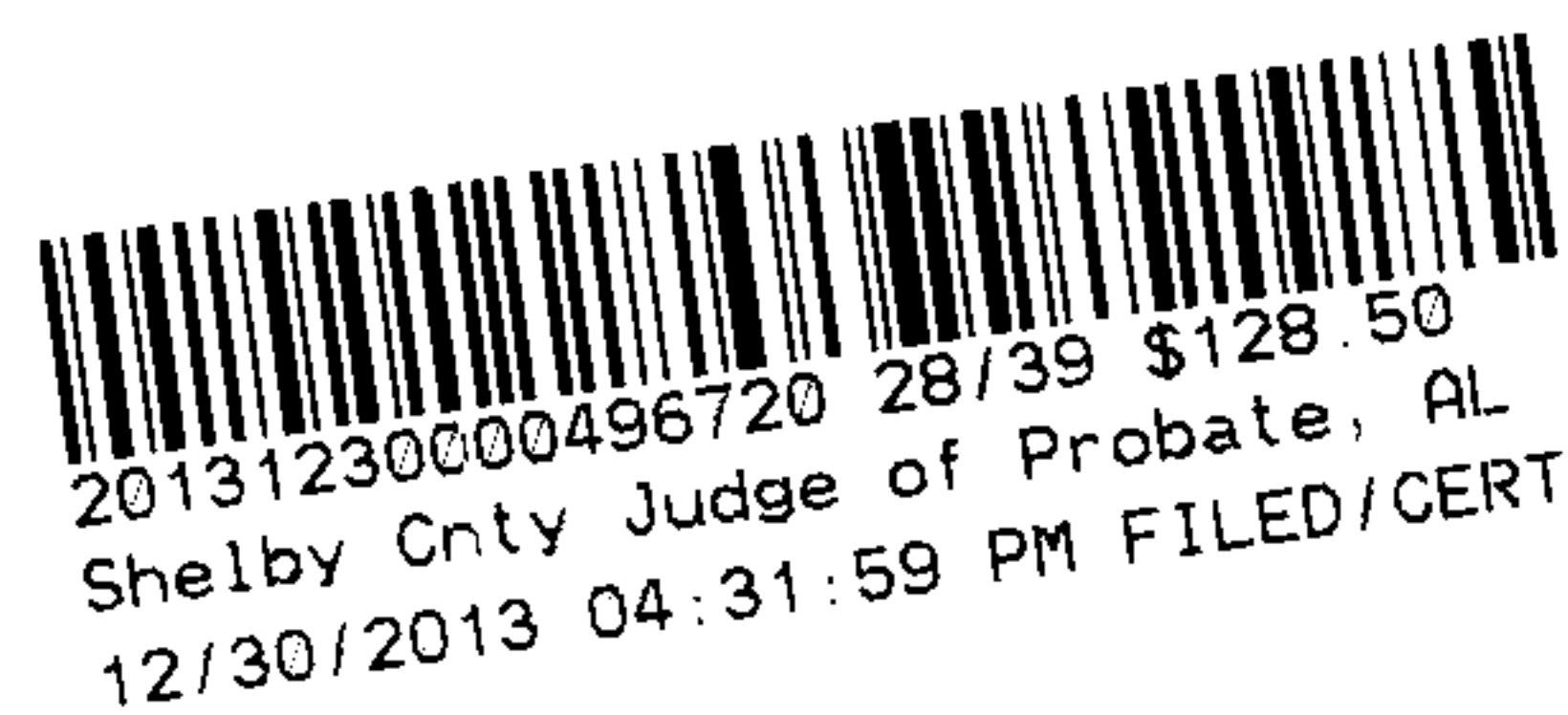
23.12 Counterparts. The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

23.13 Merger. Unless the Parties expressly state that they intend a merger of estates or interests to occur, no merger shall be deemed to have occurred hereunder or under any document executed in the future affecting this grant.

23.14 Executory Limitation. If the Conservancy dissolves, ceases to exist, is unable or unwilling to carry out its responsibilities under this Easement, or no longer qualifies under Section 170(h) of the Code, or is no longer authorized to acquire and hold conservation easements under Georgia law, then the Conservancy shall have the right, subject to the provisions of Section 16 herein, to transfer the conservation easement created by this Easement, and the rights and obligations hereunder, to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code, but only if the agency or organization expressly agrees to assume the responsibility imposed on the Conservancy by this Easement. If the Conservancy ever dissolves, ceases to exist, is unable or unwilling to carry out its responsibilities under this Easement, or no longer qualifies under Section 170(h) of the Code

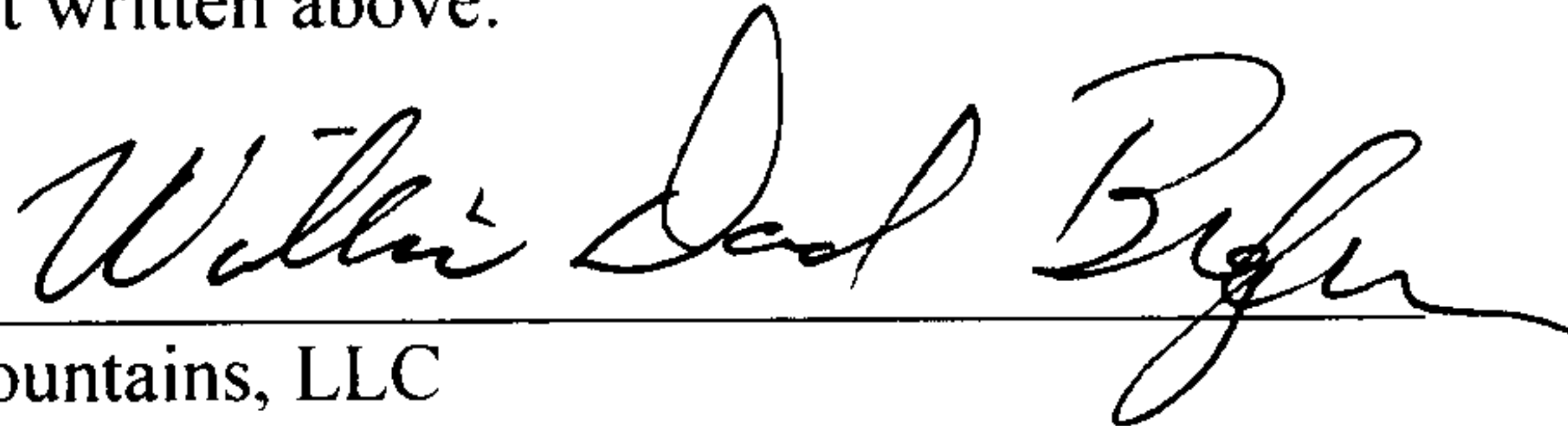
and a transfer has not been made pursuant to the foregoing sentence, then the rights and obligations under this Easement shall vest in such organization as a court of competent jurisdiction shall direct pursuant to applicable Alabama state law and consistent with the requirements for an assignment pursuant to Section 16.

24. Legal, Tax and Other Advice. Grantor represents that it has consulted Grantor's attorney, accountant, and other appropriate experts for advice relating to this Easement and any potential tax benefits that may inure the Grantor in connection with this Easement. Grantor warrants, represents and agrees that the Conservancy has made no warranty or representation relating to 1) the value of the Easement Area or the methodology or techniques used or useful in ascertaining or appraising the value of the Easement Area (either before or after the granting of this Conservation Easement), 2) any entitlement to tax benefits by Grantor or the amount of any such benefits, or 3) whether the conveyance by Grantor of this Easement constitutes a "qualified conservation contribution" such as defined in Section 170(h) of the Code.



TO HAVE AND TO HOLD unto the Conservancy, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and the Conservancy have executed this Easement as of the date first written above.



Two Mountains, LLC

By its Member, William David Brogdon,

Grantor

**STATE OF ALABAMA
COUNTY OF SHELBY**


I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that William David Brogdon, is signed to the foregoing conveyance and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he, as such Member and with full authority, executed the same voluntary for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 29th day of December, 2013.


Notary Public


My Commission expires: 05-14-2017

[AFFIX NOTARIAL SEAL & STAMP]


20131230000496720 29/39 \$128.50
Shelby Cnty Judge of Probate, AL
12/30/2013 04:31:59 PM FILED/CERT

TO HAVE AND TO HOLD unto the Conservancy, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and the Conservancy have executed this Easement as of the date first written above.


Two Mountains, LLC
By its Member, Suzanne Brogdon

Grantor

**STATE OF ALABAMA
COUNTY OF SHELBY**


I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Suzanne Brogdon, is signed to the foregoing conveyance and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he, as such Member and with full authority, executed the same voluntary for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 29th day of December, 2013.


Notary Public

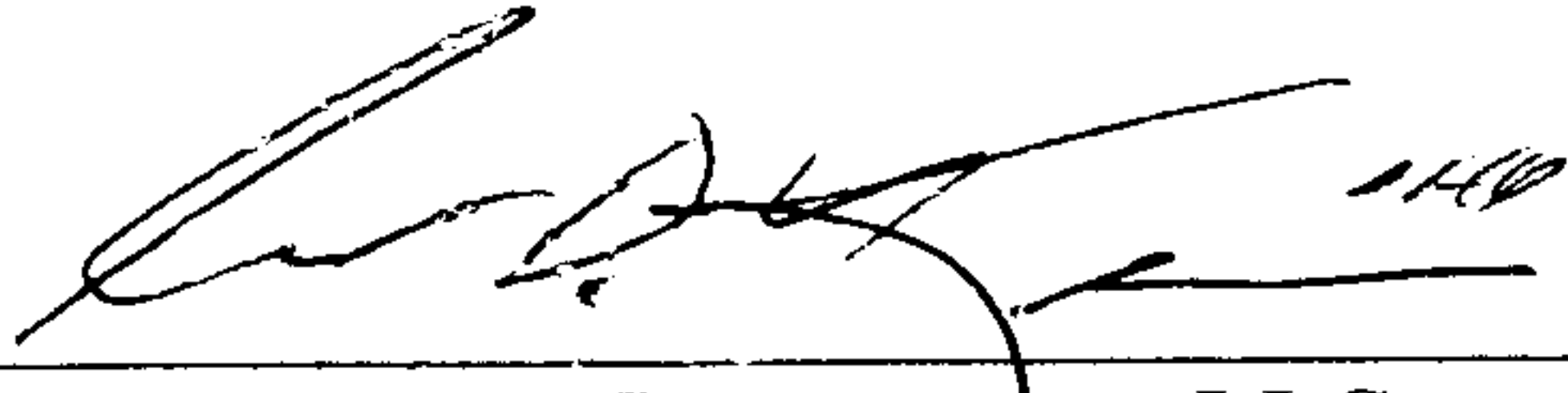
My Commission expires: 05-14-2017

[AFFIX NOTARIAL SEAL & STAMP]


20131230000496720 30/39 \$128.50
Shelby Cnty Judge of Probate, AL
12/30/2013 04:31:59 PM FILED/CERT

TO HAVE AND TO HOLD unto the Conservancy, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and the Conservancy have executed the Deed of Conservation Easement as of the date first written above.



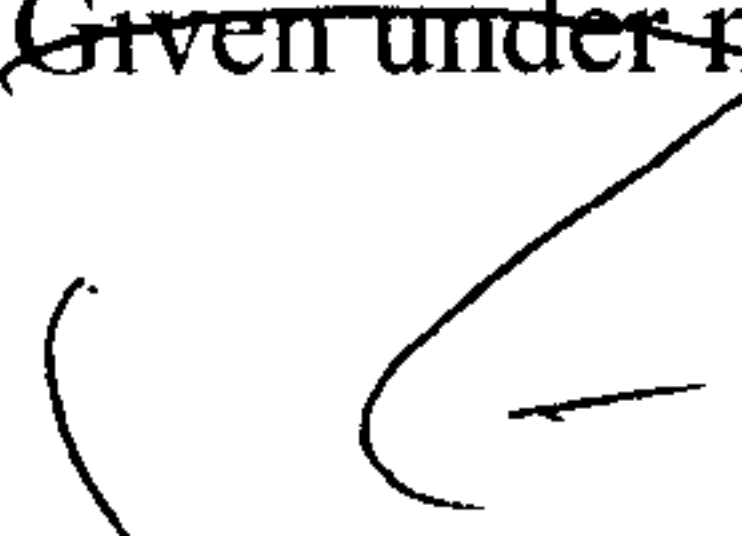
Pelican Coast Conservancy, LLC
By: Atlantic Coast Conservancy, Inc.
Its Manager and Sole Member
Robert D. Keller, Ph.D
By its Chief Executive Officer

Conservancy.

**STATE OF GEORGIA
COUNTY OF PICKENS**

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Robert D. Keller, Ph.D, whose name as Chief Executive Officer of the Atlantic Coast Conservancy, Inc., is signed to the foregoing conveyance and who are known to me, acknowledged before me that, being informed of the contents of the conveyance, he, as Chief Executive Officer and with full authority, executed the same voluntary for and as the act of said limited liability company on the day the same bears date.

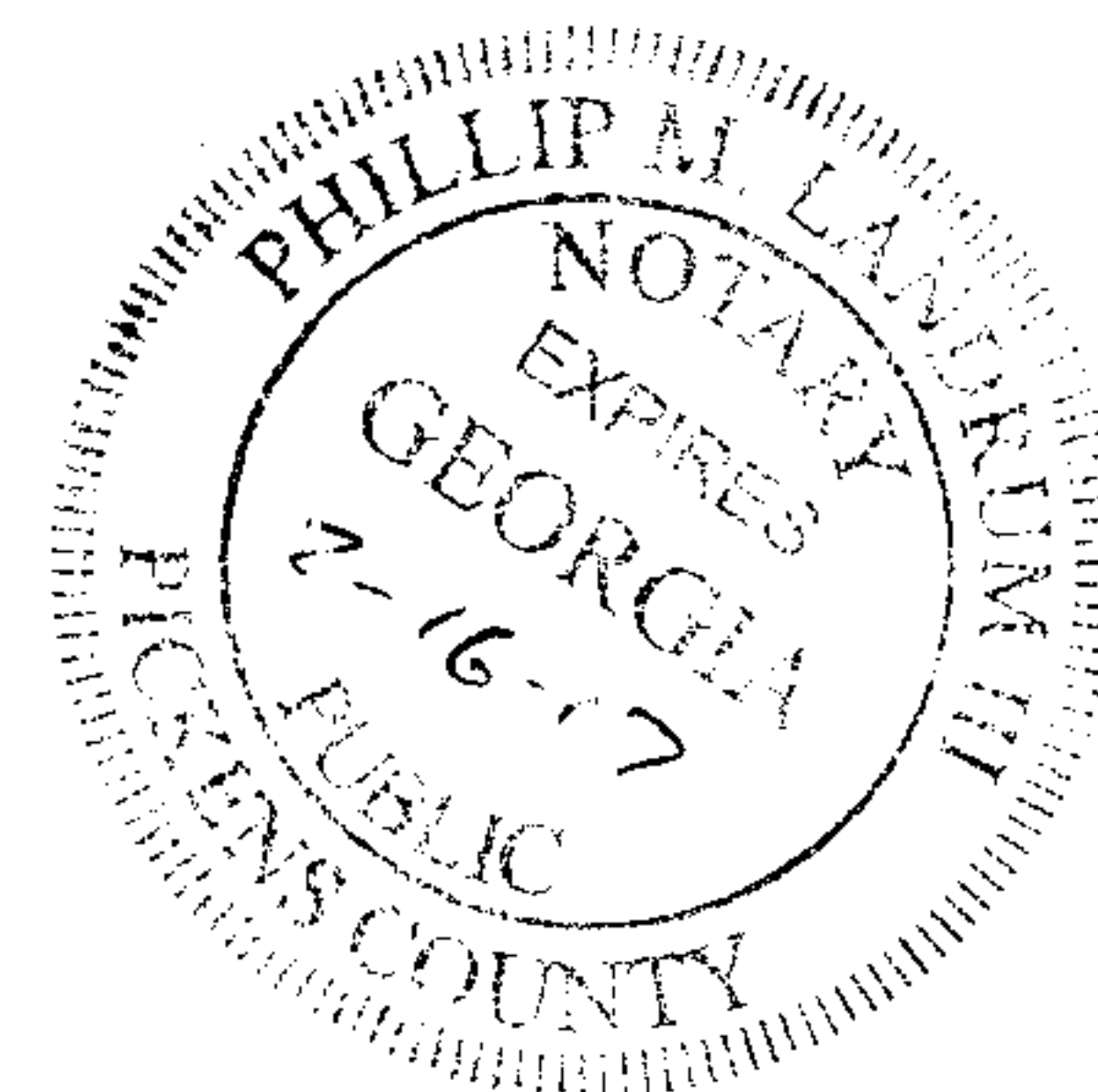
~~Given under my hand and official seal this~~ 30th day of December, 2013.



Notary Public

My Commission expires: 2-16-17

[AFFIX NOTARIAL SEAL & STAMP]






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Shelby Cnty Judge of Probate, AL
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Exhibit "A"
Legal Description for Two Mountains, LLC

Parcel I:

A parcel of land situated in Sections 5 and 6 of Township 20 South, Range 1 West, and Sections 31 and 32 of Township 19 South, Range 1 West, in Shelby County, Alabama, being more particularly described as follows:

Begin at a pine knot at the NW corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, Township 19 South, Range 1 West, Shelby County, Alabama; thence N $89^{\circ}05'03''$ E along the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1394.94 feet to a $\frac{1}{2}$ " rebar in a rock pile at the NE corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, Township 19 South, Range 1 West; thence S $0^{\circ}49'44''$ E along the east line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 173.20 feet to a $\frac{1}{2}$ " rebar at the NE corner of a parcel of land as described in Instrument number 20000814000277571 in the Office of the Judge of Probate in Shelby County, Alabama; thence S $49^{\circ}29'40''$ W along the western line of said parcel a distance of 1070.02 feet to a rebar capped EDG; thence N $40^{\circ}26'25''$ W along the western line of said parcel a distance of 50.00 feet to a rebar capped EDG; thence S $49^{\circ}33'35''$ W along the western line of said parcel a distance of 2118.39 feet to a rebar capped EDG; thence S $40^{\circ}26'25''$ E along the western line of said parcel a distance of 20.00 feet to a rebar capped EDG; thence S $49^{\circ}33'35''$ W along the western line of said parcel a distance of 220.52 feet to a rebar capped EDG; thence N $40^{\circ}26'25''$ W along the western line of said parcel a distance of 100.00 feet to a rebar capped EDG; thence S $49^{\circ}33'35''$ W along the western line of said parcel a distance of 1307.61 feet to a rebar capped EDG; thence S $43^{\circ}26'22''$ W along the western line of said parcel a distance of 119.85 feet to a rebar capped EDG; thence S $62^{\circ}51'29''$ W along the western line of said parcel a distance of 101.59 feet to a rebar capped EDG; thence S $50^{\circ}00'55''$ W along the western line of said parcel a distance of 59.08 feet to a rebar capped EDG; thence S $13^{\circ}56'39''$ W along the western line of said parcel a distance of 75.95 feet to a rebar capped EDG; thence S $12^{\circ}20'15''$ E along the western line of said parcel a distance of 75.78 feet to a rebar capped EDG; thence S $49^{\circ}33'35''$ W along the western line of said parcel a distance of 100.82 feet to a rebar capped EDG; thence N $74^{\circ}51'58''$ W along the western line of said parcel a distance of 206.10 feet to a rebar capped EDG; thence S $58^{\circ}30'21''$ W along the western line of said parcel a distance of 509.54 feet to a rebar capped EDG; thence S $49^{\circ}46'37''$ W along the western line of said parcel a distance of 576.79 feet to a rebar capped EDG on the south line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6, Township 20 South, Range 1 West; thence N $88^{\circ}33'12''$ W along the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ section and leaving said parcel a distance of 269.84 feet to a 1" open pipe in a rock pile at the SE corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 20 South, Range 1 West; thence S $88^{\circ}13'14''$ W along the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1328.91 feet to a hickory knot at the SE corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 20 South, Range 1 West; thence S $88^{\circ}45'00''$ W along the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1320.46 feet to a pine knot at the SW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 20 South, Range 1 West and the SE corner of a parcel of land as described in Deed Book 358 Page 195 in the Office of the Judge of Probate in Shelby County, Alabama; thence N $0^{\circ}20'16''$ W along the east line of said parcel a distance of 493.05 feet to a rebar capped EDG; thence N $52^{\circ}39'16''$ E and leaving said parcel a distance of 5968.94 feet to a rebar capped EDG on the north line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Township 19 South, Range 1 West; thence N $88^{\circ}52'37''$ E along the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 519.07 feet to a blazed and painted tree with 2 witness trees at the NW corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, Township 19 South, Range 1 West; thence N $89^{\circ}05'15''$ E along the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1303.71 feet to the POINT OF BEGINNING. Said parcel of land contains 326.09 acres, more or less.


20131230000496720 32/39 \$128.50
Shelby Cnty Judge of Probate, AL
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A parcel of land situated in Sections 1 and 12, Township 20 South, Range 2 West, and Section 6, Township 20 South, Range 1 West in Shelby County, Alabama, being more particularly described as follows:

BEGIN at a Hickory Knot at the NE corner of Section 6, Township 20 South, Range 1 West in Shelby County, Alabama; thence S 0°16'50"W along the east line of said 1/4-1/4 section a distance of 1344.49 feet to a rebar capped EDG at the SE corner of said 1/4-1/4; thence N 89°33'25" W leaving the east line of said 1/4-1/4 section and along the south line of said 1/4-1/4 section a distance of 55.08 feet to a rebar capped EDG; thence S 57°21'47" W leaving the south line of said 1/4-1/4 section a distance of 1506.21 feet to a rebar capped EDG; thence S 51°19'29" W a distance of 516.40 feet to a rebar capped EDG; thence S 0°16'50" W parallel to the east line of Section 1, Township 20 South, Range 2 West a distance of 96.00 feet to a rebar capped EDG on the northern right-of-way of Shelby County Highway 36; thence S 84°42'35" W along said right-of-way a distance of 355.26 feet to a concrete monument; thence N 2°06'32" W along said right-of-way a distance of 10.64 feet to a concrete monument; thence S 84°47'28" W along said right-of-way a distance of 800.45 feet to a concrete monument; thence N 6°56'45" W along said right-of-way a distance of 9.55 feet to a concrete monument; thence S 84°48'27" W along said right-of-way a distance of 600.00 feet to a rebar capped EDG; thence S 5°11'33" E along said right-of-way a distance of 10.00 feet to a rebar capped EDG; thence S 84°48'27" W along said right-of-way a distance of 484.20 feet to a cross on a rock; thence S 5°11'33" E along said right-of-way a distance of 10.00 feet to a rebar capped EDG on a curve to the right having a radius of 1105.96 feet and a central angle of 43°15'34", said curve subtended by a chord bearing N 73°33'46" W and a chord distance of 815.33 feet; thence along the arc of said curve and along said right-of-way a distance of 835.02 feet to a rebar capped EDG; thence N 38°04'01" E along said right-of-way a distance of 10.00 feet to a concrete monument on a curve to the right having a radius of 1095.96 feet and a central angle of 2°32'42", said curve subtended by a chord bearing N 50°26'26" W and a chord distance of 48.68 feet; thence along the arc of said curve and along said right-of-way a distance of 48.68 feet to a Concrete Monument; thence N 49°10'05" W along said right-of-way a distance of 249.10 feet to a rebar capped EDG; thence S 40°49'55" W along said right-of-way a distance of 10.00 feet to a rebar capped EDG; thence N 49°10'05" W along said right-of-way a distance of 16.31 feet to a rebar capped EDG on the southeastern line of Lot 21-A of Resurvey Lot 21 of Courtyard Manor as recorded in Map Book 42, Page 72 in the Office of the Judge of Probate in Shelby County, Alabama; thence N 39°23'59" E leaving said right-of-way and along the southeastern line of Lot 21A and along the southeastern line of Lots 20 through 16 of Courtyard Manor Map Book 35 Page 144 A & B and Lots 17A and 18A of Resurvey of Lots 17, 18 and 19 of Courtyard Manor Map Book 41 Page 26 a distance of 648.68 feet; thence N 48°27'38" E along the southeastern line of Lots 16 through 10 and 73 of Court Yard Manor

Map Book 35 Page 144 A & B a distance of 923.14 feet to a rebar capped EDG; thence N 52°39'36" E along the southeastern line of Lots 73, 60, 59, 55, and 54 of Courtyard Manor Map Book 35 Page 144 A & B a distance of 1302.79 feet to a rebar capped Weygand at the SW corner of Lot 53 of Courtyard Manor Map Book 35 Page 144 A & B; thence N 52°33'26" E along the southeastern line of said Lot 53 a distance of 275.52 feet to a rebar capped Weygand at the SE corner of Lot 53 and a point on the southern right-of-way of Normandy Lane; thence N 52°41'49" E along said right-of-way a distance of 59.00 feet to a rebar capped EDG at the SW corner of Lot 52; thence N 56°41'11" E leaving said right-of-way, and southeastern line of Courtyard Manor Map Book 35 Page 144 A & B and along the southeastern line of a strip of land as described in instrument number 20060705000320910 a distance of 452.76 feet; thence S 87°18'26" E along the north line of the NE ¼ of the SE ¼ of Section 1 Township 20 South, Range 2 West, a distance of 451.64 feet to a rebar capped EDG on the west line of a parcel of property as described in Deed Book 358, Page 195; thence S 1°33'12" W along the west line of said parcel and leaving said 1/4-1/4 line a distance of 24.38 feet to a rebar capped EDG at the SW corner of said parcel; thence N 89°27'19" E along the south line of said parcel a distance of 431.64 feet to a Pine Knot at the NE corner of said 1/4-1/4 section and the SE corner of said parcel; thence N 88°45'00" E along the north line of the NW ¼ of the SW ¼ of Section 6, Township 20 South, Range 1 West and leaving said parcel a distance of 1320.46 feet to the POINT OF BEGINNING. Said parcel of land contains 205.13 acres, more or less.

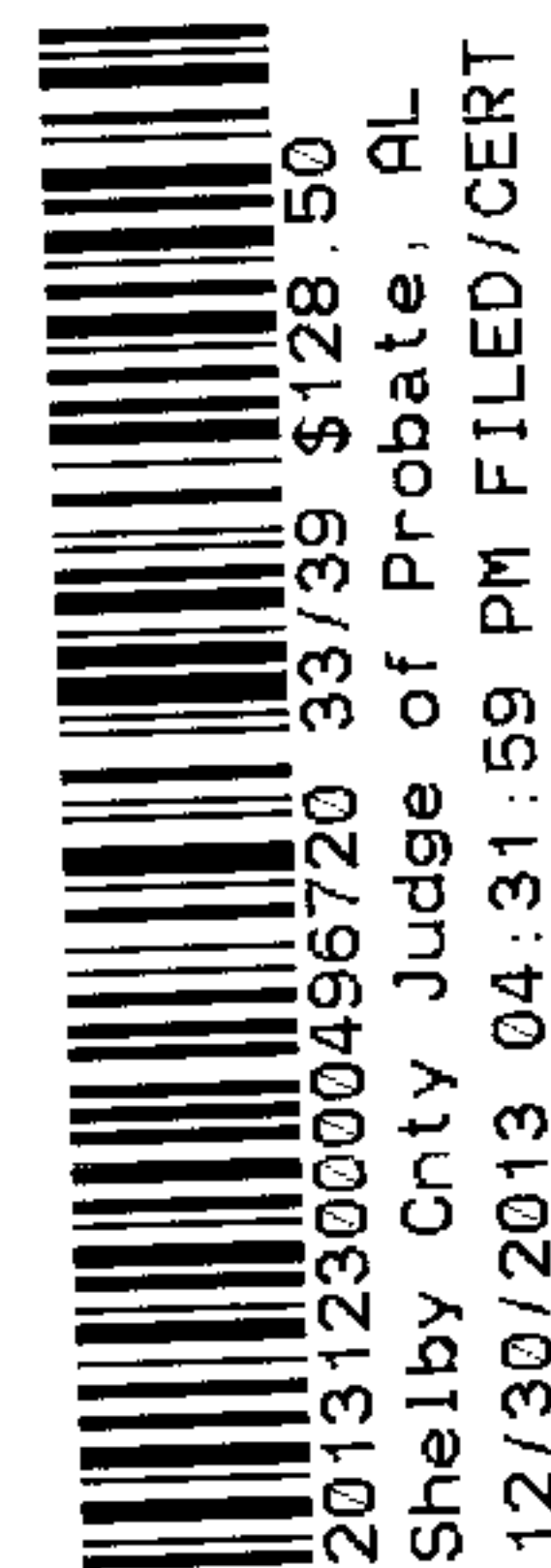


Exhibit "B"
Easement Area

A parcel of land located in the Southwest ¼ of the Southwest ¼ of Section 32, the Southeast ¼ of the Southeast ¼ of Section 31, Township 19 South, Range 1 West; the Northeast ¼, the Northwest ¼ and the Southwest ¼ of Section 6, Township 20 South, Range 1 West; the Southeast ¼ and the Southeast ¼ of the Southwest ¼ of Section 1, the Northern ½ of the Northeast ¼ and the Northeast ¼ of the Northwest ¼ of Section 12 Township 20 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

BEGIN at a Hickory Knot at the NE corner of Section 6, Township 20 South, Range 1 West in Shelby County, Alabama; thence S 0°16'50"W along the east line of said 1/4-1/4 section a distance of 1344.49 feet to a rebar capped EDG at the SE corner of said 1/4-1/4; thence N 89°33'25" W leaving the east line of said 1/4-1/4 section and along the south line of said 1/4-1/4 section a distance of 55.08 feet to a rebar capped EDG; thence S 57°21'47" W leaving the south line of said 1/4-1/4 section a distance of 1506.21 feet to a rebar capped EDG; thence S 51°19'29" W a distance of 516.40 feet to a rebar capped EDG; thence S 0°16'50" W parallel to the east line of Section 1, Township 20 South, Range 2 West a distance of 96.00 feet to a rebar capped EDG on the northern right-of-way of Shelby County Highway 36; thence S 84°42'35" W along said right-of-way a distance of 355.26 feet to a concrete monument ; thence N 2°06'32" W along said right-of-way a distance of 10.64 feet to a concrete monument; thence S 84°47'28" W along said right-of-way a distance of 463.37 feet to a point; thence N 5°12'32" W, leaving said right-of-way, a distance of 160.00 feet to a point; thence S 81°36'42" W a distance of 140.22 feet to a point; thence S 5°12'32" E a distance of 152.22 feet to a point on the northern right-of-way of Shelby County Highway 36; thence S 84°47'28" W, along said right of way for a distance of 197.08 feet to a concrete monument; thence N 6°56'45" W along said right-of-way a distance of 9.55 feet to a concrete monument; thence S 84°48'27" W along said right-of-way a distance of 600.00 feet to a rebar capped EDG; thence S 5°11'33" E along said right-of-way a distance of 10.00 feet to a rebar capped EDG; thence S 84°48'27" W along said right-of-way a distance of 484.20' feet to a cross on a rock; thence S 5°11'33" E along said right-of-way a distance of 10.00 feet to a rebar capped EDG on a curve to the right having a radius of 1105.96 feet and a central angle of 43°15'34", said curve subtended by a chord bearing N 73°33'46" W and a chord distance of 815.33 feet; thence along the arc of said curve and along said right-of-way a distance of 835.02 feet to a rebar capped EDG; thence N 38°04'01" E along said right-of-way a distance of 10.00 feet to a concrete monument, said monument lying on the future right of way of Two Mountains Parkway; thence along said right future right of way and an arc 49.98 feet to the right, said arc having a radius of 62.80 feet, the chord of which bears N 60°51'57" E for a distance of 48.67 feet to a point; thence N 83°39'53" E a distance of 114.09 feet to a point; thence along an arc 130.47 feet to the right, said arc having a radius of 1696.78 feet, the chord of which bears N 85°52'03" E for a distance of 130.44 feet to a

point of reverse curve; thence along an arc 99.87 feet to the left, said curve having a radius of 603.23 feet, the chord of which bears N 83°19'38" E for a distance of 99.76 feet to a point of reverse curve; thence along an arc 195.64 feet to the right, said curve having a radius of 969.36 feet, the chord of which bears N 84°21'57" E for a distance of 195.31 feet to a point of reverse curve; thence along an arc 135.67 feet to the left, said arc having a radius of 279.14 feet, the chord of which bears N 76°13'26" E for a distance of 134.34 feet to a point of compound curve; thence along an arc 219.74 feet to the left, said curve having a radius of 674.54 feet, the chord of which bears N 52°58'03" E for a distance of 218.77 feet to a point of reverse curve; thence along an arc 479.34 feet to the right, said arc having a radius of 1030.73 feet, the chord of which bears N 56°57'27" E for a distance of 475.04 feet to a point of reverse curve; thence along an arc 62.38 feet to the left, said arc having a radius of 50.00 feet, the chord of which bears N 34°32'30" E for a distance of 58.41 feet to a point of reverse curve; thence along an arc 145.13 feet to the right, said arc having a radius of 120.24 feet, the chord of which bears N 33°22'54" E for a distance of 136.48 feet to a point of reverse curve; thence along an arc 142.80 feet to the left, said arc having a radius of 300.00 feet, the chord of which bears N 54°19'25" E for a distance of 141.46 feet to a point of tangency; thence N 40°41'13" E a distance of 233.50 feet to a point; thence N 37°20'24" W, leaving said future right of way, a distance of 180.88 feet to a point; thence N 53°50'17" E a distance of 200.04 feet to a point; thence S 37°20'24" E a distance of 182.96 feet to a point lying on the future right-of-way of Two Mountains Parkway; thence along said future right of way and along an arc 62.89 feet to the right, said arc having a radius of 254.85 feet, the chord of which bears N 66°20'31" E for a distance of 62.73 feet to a point of tangency, thence N 73°24'40" E a distance of 153.13 feet to a point of curve; thence along an arc 80.12 feet to the left, said arc having a radius of 120.00 feet, the chord of which bears N 54°17'01" E for a distance of 78.64 feet to a point of compound curve; thence along an arc 210.25 feet to the left, said arc having a radius of 567.62 feet, the chord of which bears N 24°32'41" E for a distance of 209.05 feet to point of reverse curve; thence along an arc 217.38 feet to the right, said arc having a radius of 210.00 feet, the chord of which bears N 43°35'19" E for a distance of 207.81 feet to a point of reverse curve; thence along an arc 354.46 feet to the left, said arc having a radius of 563.83 feet, the chord of which bears N 55°14'02" E for a distance of 348.65 feet to a point of reverse curve; thence along an arc 435.20 feet to the right, said arc having a radius of 2000.00 feet, the chord of which bears N 43°27'28" E for a distance of 434.34 feet to a point of tangency; thence N 49°41'29" E a distance of 452.01 feet to a point of curve and a point lying on the future right of way of Lindsay Lane; thence, leaving future Two Mountains Parkway right-of-way, along future Lindsay Lane right of way and along an arc 37.64 feet to the left, said arc having a radius of 786.28 feet, the chord of which bears N 68°52'32" E for a distance of 37.64 feet to a point of curve of a non-tangent curve; thence along an arc 2.39 feet to the right, said arc having a radius of 1703.82 feet, the chord of which bears N 55°36'05" E for a distance of 2.39 feet to a point, said point lying on an extension of future Forest Hill Pass right-of-way; thence leaving future Lindsay Lane right-of-way, along an extension of future forest Hill Pass right-of-way and along an arc 130.20 feet to the right, said arc having a radius of 1625.96 feet, the chord of which bears N 80°16'01"




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E for a distance of 130.17 feet to a point lying on the future right-of-way of Lindsay Lane; thence leaving the extension of future Forest Hill Pass right-of-way, along future Lindsay Lane right-of-way and along an arc 63.83 feet to the right, said arc having a radius of 1653.82 feet, the chord of which bears N 60°51'01" E for a distance of 63.83 feet to a point of reverse curve; thence along an arc 582.14 feet to the left, said arc having a radius of 642.00 feet, the chord of which bears N 35°58'45" E for a distance of 562.40 feet to a point of reverse curve; thence along an arc 84.32 feet to the right, said arc having a radius of 182.68 feet, the chord of which bears N 23°13'32" E for a distance of 83.58 feet to a point; thence S 38°15'32" E, leaving said future right-of-way a distance of 268.57 feet to a point; thence N 51°44'28" E a distance of 1900.00 feet to a point; thence N 57°17'10" E a distance of 1770.18 feet to a point; thence N 46°39'13" E a distance of 216.18 feet to a point; thence N 46°22'53" E a distance of 216.30 feet to a point; thence N 49°01'43" E a distance of 215.43 feet to a point; thence N 52°06'37" E a distance of 215.01 feet to a point; thence N 52°39'16" E a distance of 215.00 feet to a point; thence N 52°39'16" E a distance of 215.00 feet to a point; thence N 52°39'16" E a distance of 1145.87 feet to a point, said point lying on the future right of way of Valley Pass; thence along said future right-of-way along an arc 92.87 feet to the left, said arc having a radius of 82.11 feet, the chord of which bears S 15°32'26" E for a distance of 88.00 feet to a point of tangency; thence S 47°56'31" E a distance of 142.22 feet to a point of curve; thence along an arc 27.62 feet to the right, said arc having a radius of 65.31 feet, the chord of which bears S 35°49'34" E for a distance of 27.42 feet to a point; thence S 55°55'22" W, leaving said future right-of-way, a distance of 220.74 feet to a point; thence S 42°36'09" W a distance of 251.80 feet to a point; thence S 49°36'15" W a distance of 250.00 feet to a point; thence S 52°39'14" W a distance of 250.39 feet to a point; thence S 50°18'46" W a distance of 250.03 feet to a point; thence S 47°55'25" W a distance of 250.09 feet to a point; thence S 46°12'39" W a distance of 108.42 feet to a point; thence S 51°17'25" W a distance of 141.83 feet to a point; thence S 53°50'25" W a distance of 250.73 feet to a point; thence S 57°39'49" W a distance of 252.59 feet to a point; thence S 52°39'16" W a distance of 209.37 feet to a point; thence S 37°20'44" E a distance of 180.04 feet to a point lying on the future right of way of Emily Court; thence along said future right-of-way and along an arc 95.65 feet to the left, said arc having a radius of 311.67 feet, the chord of which bears N 70°48'43" E for a distance of 95.27 feet to a point of compound curve; thence along an arc 132.95 feet to the left, said arc having a radius of 2944.78 feet, the chord of which bears N 60°43'36" E for a distance of 132.94 feet to a point; thence S 40°32'52" E, leaving said future right-of-way of Emily Court, a distance of 224.93 feet to the future right-of-way of High Mountain Pass; thence along said future right of way and along an arc 277.04 feet to the left, said arc having a radius of 2041.81 feet, the chord of which bears N 67°59'52" E for a distance of 276.82 feet to a point of reverse curve; thence along an arc 155.93 feet to the right, said arc having a radius of 500.00 feet, the chord of which bears N 73°02'41" E for a distance of 155.30 feet to a point of reverse curve; thence along an arc 139.83 feet to the left, said arc having a radius of 843.02 feet, the chord of which bears N 77°13'38" E for a distance of 139.67 feet to a point; thence S 17°31'28" E, leaving said future right of way, a distance of 50.00 feet to a point; thence S 53°45'04" E a distance of 50.00 feet to a point on the future right-of-way of

High Mountain Drive; thence along said future right of way and along an arc 76.91 feet to the left, said arc having a radius of 552.44 feet, the chord of which bears S 32°15'38" W for a distance of 76.85 feet to a point of reverse curve; thence along an arc 14.26 feet to the right, said arc having a radius of 186.53 feet, the chord of which bears S 30°27'45" W for a distance of 14.26 feet to a point; thence S 40°45'59" E, leaving said future right-of-way a distance of 392.58 feet to a point lying on the western boundary of a parcel of land described in instrument number 20000814000277571 in the Office of the Judge of Probate in Shelby County, Alabama; thence S 49°33'35" W along the western boundary of said parcel a distance of 907.63 to a rebar capped EDG; thence S 43°26'22" W along the western line of said parcel a distance of 119.85 feet to a rebar capped EDG; thence S 62°51'29" W along the western line of said parcel a distance of 101.59 feet to a rebar capped EDG; thence S 50°00'55" W along the western line of said parcel a distance of 59.08 feet to a rebar capped EDG; thence S 13°56'39" W along the western line of said parcel a distance of 75.95 feet to a rebar capped EDG; thence S 12°20'15" E along the western line of said parcel a distance of 75.78 feet to a rebar capped EDG; thence S 49°33'35" W along the western line of said parcel a distance of 100.82 feet to a rebar capped EDG; thence N 74°51'58" W along the western line of said parcel a distance of 206.10 feet to a rebar capped EDG; thence S 58°30'21" W along the western line of said parcel a distance of 509.54 feet to a rebar capped EDG; thence S 49°46'37" W along the western line of said parcel a distance of 576.79 feet to a rebar capped EDG on the south line of the SW ¼ of the NE ¼ of Section 6, Township 20 South, Range 1 West; thence N 88°33'12" W along the south line of said 1/4-1/4 section and leaving said parcel a distance of 269.84 feet to a 1" open pipe in a rock pile at the SE corner of the SE ¼ of the NW ¼ of Section 6, Township 20 South, Range 1 West; thence S 88°13'14" W along the south line of said 1/4-1/4 section a distance of 1328.91 feet to the POINT OF BEGINNING.

The above described parcel contains ± 268.09 acres


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Less & Except

Commence at a hickory knot being the NE Corner of the Northwest ¼ of the Southwest ¼ of Section 6, Township 20 South, Range 1 West; thence S 00°16'51" W a distance of 385.51 feet to a point; thence N 89°43' 09" E a distance of 52.60 feet to the POINT OF BEGINNING; thence S 52°51'27" W a distance of 1340.25 feet to a point; thence S 56°21'25" W a distance of 1286.34 feet to a point; thence S 51°44'28" W a distance of 1140.00 feet to a point; thence N 38°15'32" W a distance of 273.21 feet to a non-tangent point of curve; thence along an arc 324.52 feet to the right, said arc having a radius of 2718.19 feet, the chord of which bears S 54°38'35" W for a distance of 324.33 feet to a point of compound curve; thence along an arc 116.75 feet to the right, said arc having a radius of 42.50 feet, the chord of which bears N 43°14'33" W for a distance of 83.35 feet to a point of compound curve; thence along an arc 88.41 feet to the right, said arc having a radius of 221.12 feet, the chord of which bears N 46°54'19" E for a distance of 87.82 feet to point; thence N 58°21'33" E a distance of 22.13 feet to a point; thence N 33°56'49" W a

distance of 97.00 feet to a point; thence N 34°42'26" W a distance of 195.25 feet to a point, said point lying on the future right-of-way of Two Mountains Parkway; thence along said future right-of-way and along an arc 305.18 feet to the right, said arc having a radius of 970.73 feet, the chord of which bears N 64°17'57" E for a distance of 303.92 feet to a point of intersection with future Drucker Station right-of-way; thence S 36°55'23" E, leaving future right-of-way of Two Mountains Parkway and along future right-of-way of Drucker Station a distance of 327.74 feet to the intersection with future Thompson Mill Lane right-of-way; thence leaving future Drucker Station right of way and along future Thompson Mill lane right-of-way and along an arc 340.46 feet to the left, said arc having a radius of 2718.19 feet, the chord of which bears N 45°48'20" E for a distance of 340.24 feet to a point of reverse curve; thence along an arc 198.90 feet to the right, said arc having a radius of 600.00 feet, the chord of which bears N 51°42'51" E for a distance of 197.99 feet to a point of reverse curve; thence along an arc 152.27 feet to the left, said arc having a radius of 747.77 feet, the chord of which bears N 55°22'38" E for a distance of 152.01 feet to a point of tangency; thence N 49°32'37" E a distance of 161.52 feet to a point of curve; thence along an arc 107.40 feet to the right, said arc having a radius of 629.22 feet, the chord of which bears N 54°26'00" E for a distance of 107.27 feet to a point of reverse curve; thence along an arc 117.34 feet to the left, said arc having a radius of 175.00 feet, the chord of which bears N 40°06'54" E for a distance of 115.15 feet to a point of reverse curve; thence along an arc 77.35 feet to the right, said arc having a radius of 147.00 feet, the chord of which bears N 35°58'49" E for a distance of 76.46 feet to a point of compound curve; thence along an arc 404.05 feet to the right, said arc having a radius of 1834.99 feet, the chord of which bears N 57°21'42" E for a distance of 403.23 feet to a point of reverse curve; thence along an arc 170.97 feet to the left, said arc having a radius of 260.00 feet, the chord of which bears N 44°49'55" E for a distance of 167.90 feet to a point of reverse curve; thence along an arc 72.38 feet to the right, said arc having a radius of 159.85 feet, the chord of which bears N 38°57'53" E for a distance of 71.76 feet to a point of tangency; thence N 51°56'07" E a distance of 285.43 feet to a point of curve; thence along an arc 19.37 feet to the right, said arc having a radius of 75.00 feet, the chord of which bears N 59°19'59" E for a distance of 19.31 feet to a point of reverse curve; thence along an arc 251.16 feet to the left, said arc having a radius of 480.00 feet, the chord of which bears N 51°44'28" E for a distance of 248.30 feet to a point of reverse curve; thence along an arc 19.62 feet to the right, said arc having a radius of 75.00 feet, the chord of which bears N 44°14'46" E for a distance of 19.57 feet to a point of tangency; thence N 51°44'28" E a distance of 1297.68 feet to a point; thence N 66°56'19" E a distance of 34.69 feet to a point; thence S 37°08'33" E, leaving said future right-of-way of Thompson Mill Lane a distance of 462.37 feet to the POINT OF BEGINNING.

The above described parcel contains ± 36.15 acres

Also Less & Except


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Commence at a hickory knot being the NE Corner of the Northwest ¼ of the Southwest ¼ of Section 6, Township 20 South, Range 1 West; thence N 88°13'14" E a distance of 461.35 feet to a point; thence N 01°46'46" W a distance of 260.39 feet to the POINT OF BEGINNING; thence N 37°17'53" W a distance of 270.69 feet to a point lying on the future right-of-way of Ethan Trail; thence along the future right of way of Ethan Trail and along an arc 554.62 feet to the right, said arc having a radius of 1883.81 feet, the chord of which bears N 56°53'59" E for a distance of 552.61 feet to a point of reverse curve; thence along an arc 697.72 feet to the left, said arc having a radius of 1875.00 feet, the chord of which bears N 54°40'25" E for a distance of 693.70 feet to a point of reverse curve; thence along an arc 591.03 feet to the right, said arc having a radius of 1693.19 feet, the chord of which bears N 54°00'47" E for a distance of 588.03 feet to a point of reverse curve; thence along an arc 170.69 feet to the left, said arc having a radius of 1175.00 feet, the chord of which bears N 59°51'05" E for a distance of 170.54 feet to a point; thence S 37°00'31" E, leaving the future right-of-way of Ethan Trail a distance of 299.30 feet to a point; thence S 52°42'07" W a distance of 1500.92 feet to a point of curve of a non-tangent curve; thence along an arc 24.93 feet to the left, said arc having a radius of 100.89 feet, the chord of which bears S 68°30'22" W for a distance of 24.87 feet to a point of reverse curve; thence along an arc 491.05 feet to the right, said arc having a radius of 2538.50 feet, the chord of which bears S 66°58'08" W for a distance of 490.28 feet to the POINT OF BEGINNING.

The above described parcel contains ± 15.31 acres

Total acreage in Land Trust is ± 216.63 acres



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