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Shelby Cnty Judge of Probate, AL  
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**CROSS REFERENCE TO:**

Instrument Number 20111101000326440  
Instrument Number 20161215000457120  
Instrument Number 20161215000457130  
Probate Office of Shelby County, Alabama Records.

**AFTER RECORDING, RETURN TO:**

Katherine Eddins  
Georgia-Alabama Land Trust, Inc.  
226 Old Ladiga Road  
Piedmont, Alabama 36272

STATE OF ALABAMA  
COUNTY OF SHELBY

**DEED OF CONSERVATION EASEMENT**

THIS DEED OF CONSERVATION EASEMENT (herein referred to as this "Conservation Easement") is made this 20 day of December, 2016, by and between **APRIL ADAMS**, a married woman, her personal representatives, beneficiaries, heirs, successors, and assigns, having an address at 374 Copperhead Road, Maylene AL 35114 ("Grantor"), in favor of **GEORGIA-ALABAMA LAND TRUST, INC.**, a Georgia non-profit corporation, its successors and assigns, having an address at 226 Old Ladiga Road, Piedmont, Alabama 36272 ("Grantee").

**WITNESSETH:**

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Shelby County, Alabama, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference, **41.25 acres** more or less (the "Property"); and

WHEREAS, the Property in its present state has not been developed and possesses significant open space, forested, watershed, wildlife, and habitat features (collectively the "Conservation Values"). In particular, said Conservation Values include:

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1. The preservation of certain open space (including farmland and forest land) within the meaning of § 170(h)(4)(A)(iii)(II) of the Internal Revenue Code of 1986, *as amended* ("the Code"). This Conservation Easement will benefit the public by protecting watershed and habitat resources within the Upper Cahaba River Watershed, listed as a priority area for conservation action within the State of Alabama.
  - a. ALABAMA COMPREHENSIVE WILDLIFE CONSERVATION STRATEGY/STATE WILDLIFE ACTION PLAN ("SWAP"). The Alabama Department of Natural Resources has compiled and integrated the SWAP to identify the species of the "Greatest Conservation Need" in Alabama. The Document also identifies target priority conservation areas and actions for the next decade. The Property contains significant frontage along Beaverdam Creek, which is located within the Upper Cahaba River watershed, and described in the SWAP as a priority for conservation action. This Conservation Easement will provide a significant preservation area along the Creek prohibiting development, logging, agriculture or conversion to other use, thus protecting the Creek from erosion and sedimentation and contributing to the protection of water quality in the watershed.
  - b. Protection of the property also is pursuant to the U.S. FOREST LEGACY PROGRAM, 16 U.S.C. § 2103(c). The Forest Legacy Program was created by the federal government to protect forestland from conversion to non-forest uses, to protect biological diversity and riparian habitats, among other purposes. The Assessment of Need for the Forest Legacy Area (FLA) in Alabama identifies Priority Counties, Forest Areas, Forestry Activity and Trends, Strategic Focus Areas, Public Lands, and Threats. ALABAMA FOREST LEGACY PROGRAM: ASSESSMENT OF NEED (2002). This Property is located in Shelby County, Alabama, which has been identified as an FLA Priority I County within the North Central FLA in Alabama. This already densely populated region is threatened by rapid development. Protection of a sizeable forested tract such as this Property will prevent the further fragmentation of imperiled forest habitat.
    - i. The Assessment identified several threats to the Priority I County, including population density and rapid growth. ASSESSMENT at 47. The Property is surrounded by encroaching development. The land is very developable, and faces a risk of development which would further contribute to the loss of forest habitat within this vulnerable county in the North Central FLA. Strategic Focus Areas identified for the North Central FLA include several features that presently exist on the Property, including: relatively unfragmented blocks of deciduous hardwood forest; riparian corridors and associated forested wetlands along ecoregional priority river/stream reaches (e.g. Cahaba River). ASSESSMENT at 47. The Protection of these features and the conservation of this Property will contribute to the goals and objectives established in the Assessment.

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2. The protection of a significant, relatively-natural habitat of fish, wildlife, or plants, or similar ecosystem, (including but not limited to, habitat for rare, threatened, and/or endangered species) within the meaning of § 170(h)(4)(A)(ii) of the Internal Revenue Code of 1986, *as amended* ("the Code"), and promotes the Alabama Comprehensive Wildlife Conservation Strategy/State Wildlife Action Plan ("SWAP") within the meaning of § 170(h)(4)(A)(iii)(II) of the Code. The SWAP identifies target priority conservation areas and actions for the next decade. SWAP high priority habitats protected by this Conservation Easement include mesic hardwood as well as dry hardwood and mixed pine forests. These habitat types support a variety of plant and animal species as more particularly described in the Baseline Documentation Report. Moreover, by virtue of protecting the mesic hardwood as well as dry hardwood and mixed pine forest habitat via a Preservation Area designation, the Conservation Easement protects approximately 2,150 feet of frontage along Beaverdam Creek, which connects to Cahaba River 3.5 miles downstream. The Cahaba is considered the most ichthyologically diverse river for its size in North America and is a SWAP High Priority River.
3. The preservation of open space for the scenic enjoyment of the general public within the meaning of § 170(h)(4)(A)(iii)(I) of the Code. The Property is viewable to the general public as they travel along Copperhead Road and from nearby neighborhoods. Protection of this Property is part of a larger effort to protect a scenic view of forest land for the public's visual enjoyment.

These Conservation Values are in accordance with § 170(h) of the Code and are shown in the Baseline Documentation Report; and

WHEREAS, this Conservation Easement constitutes a "qualified real property interest" as established in § 170(h)(2)(C) of the Code; and

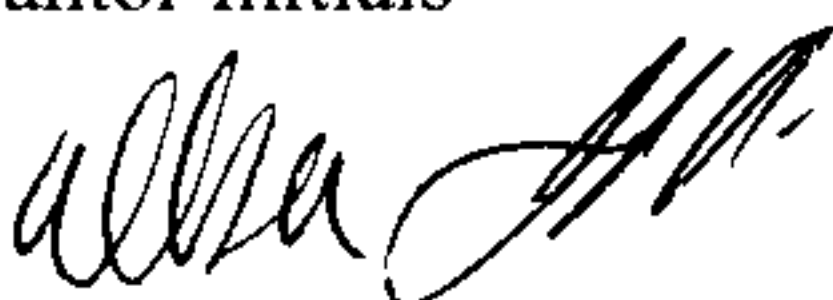
WHEREAS, said Conservation Values are of great importance to Grantor, the people of Shelby County, the people of the State of Alabama, and the public in general, and are worthy of preservation; and

WHEREAS, protection of the Property by conservation easement is legally enabled by the Alabama Conservation Easement Law, ALA. CODE §§ 35-18-1, et seq.; and

WHEREAS, the protection of the Property in substantially its present state will clearly enhance and preserve the Conservation Values; and

WHEREAS, the Conservation Values of the Property are documented in an inventory of relevant features of the Property, on file at the offices of Grantee and referred to as the "Baseline Documentation Report," which is incorporated herewith as **Exhibit "B,"** but is not recorded in full due to its length, which consists of a collection of reports, maps, photographs, and other documentation that both parties agree provide, collectively, an accurate representation of the Property at the time of this Conservation Easement, and is intended to serve as "Documentation"

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within the meaning of Treas. Reg. § 1.170A-14(g)(5)(i) and as an objective information baseline for monitoring compliance with the terms of this Conservation Easement; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of land use patterns existing at the time of this Conservation Easement; and

WHEREAS, Grantor further intends to convey to Grantee the right to preserve and protect the Conservation Values of the Property, in perpetuity, in substantially its present state as existing at the time of the Conservation Easement; and

WHEREAS, by this Conservation Easement, Grantor and Grantee mutually intend that the Property be preserved in perpetuity in substantially its present state as existing at the time of this Conservation Easement, thereby furthering the Purpose of this Conservation Easement and the Conservation Values of the Property set forth herein, and yielding a significant public benefit; and

WHEREAS, Grantee is a domestic non-profit, publicly-funded, tax-exempt, qualified organization under §§ 501(c)(3) and 170(b)(1)(A)(vi) of the Code. Grantee is a domestic non-profit corporation, registered with the Alabama Secretary of State whose mission is to protect land for present and future generations. Grantee is authorized by the laws of the State of Alabama to accept, and is willing to accept, conservation easements for the purpose of preserving and protecting natural, scenic, educational, recreational, or open-space values of real property, and Grantee has the resources and commitment to preserve those values and to enforce the restrictions of this Conservation Easement. Grantee has adopted, by Resolution of its Board of Directors, the Land Trust Alliance's *Land Trust Standards and Practices*, published in 2004. Grantee is a "qualified organization" within the meaning of § 170(h)(3) of the Code, an "eligible donee" within the meaning of Treas. Reg. § 1.170A-14(c)(1), and a "holder" within the meaning of ALA. CODE § 35-18-1(2); and

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

NOW, THEREFORE, Grantor, as an absolute charitable gift with no monetary consideration, but in consideration of the covenants, mutual agreements, conditions, and promises herein contained, does unconditionally and irrevocably hereby grant and convey unto Grantee, its successors and assigns, forever, a conservation easement as defined in the Alabama Conservation Easement Law, ALA. CODE §§ 35-18-1 et seq. (without intending that the existence of this Conservation Easement be dependent on the continuing existence of such laws), in perpetuity, over the Property, of the nature and character and to the extent hereinafter set forth, including the right to preserve and protect the Conservation Values of the Property. Grantee, by its execution hereof, accepts the foregoing grant of the Conservation Easement, and the recordation of this Conservation Easement shall constitute a "recordation of the acceptance" by Grantee within the meaning of ALA. CODE § 35-18-2. Upon the recordation hereof, Grantee shall be entitled to enforce the Conservation Easement pursuant to ALA. CODE § 35-18-3.

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1. Purpose. It is the Purpose of this Conservation Easement (hereafter "Purpose") to assure that the Property will be retained forever predominantly in its present open, forested, relatively-natural, and relatively-undeveloped condition, and with its Conservation Values intact, and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property, as defined herein and in the Baseline Documentation Report. Grantor intends that this Conservation Easement will confine the use of the Property to such activities as are consistent with the Purpose of this Conservation Easement.

2. Rights of Grantee. To accomplish the Purpose of this Conservation Easement the following rights are conveyed to Grantee by Grantor:

(a) Generally. To preserve and protect the Conservation Values of the Property.

(b) Monitoring. To enter upon the Property at reasonable times in order to monitor, document (including through the use of photographs) and defend Grantor's compliance with and otherwise enforce the terms of this Conservation Easement. Grantee's entry shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property and shall be upon prior reasonable notice to Grantor, except in emergency cases where Grantee reasonably determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Conservation Easement.

(c) Conservation. To prevent any activity on or use of the Property that is inconsistent with the Purpose of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to Paragraph 7 hereof.

3. Use Limitations. Any activity on, or use of, the Property which is inconsistent with the Purpose of this Conservation Easement is prohibited. The Property shall be restricted from any development or any use other than those defined in Paragraph 4 below and those improvements existing as of the date hereof as documented by the Baseline Documentation Report. It is mutually agreed and understood, however, that this Conservation Easement permits Grantor and its successors-in-interest to use the Property for all purposes, present and future, not inconsistent with the Purpose of this Conservation Easement. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Generally. The change, disturbance, alteration, or impairment of the natural, aesthetic, watershed, wildlife, forest, open space, and plant habitat features of the Property is prohibited, except as expressly provided herein.

(b) Residential and Commercial Uses. Any residential or commercial uses of, or activity on, the Property inconsistent with the protection of the Property's Conservation Values are prohibited, except follows: (i) the leasing of rights retained by Grantor in Paragraph 4(h) below, (ii) recreational access to and uses of the Property as described in Paragraph 4(i) below, and (iii) any residential or commercial uses of, or activity on, the Property, present or

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future, not inconsistent with the Purpose of this Conservation Easement and which will not significantly impair or interfere with the Conservation Values of the Property.

(c) Subdivision. The Property is comprised of the tracts as described in Exhibit A. Except as may be otherwise provided in this paragraph, Grantor and Grantee agree that (i) the parcel(s) or tract(s) presently constituting the Property shall not be divided, subdivided, or transferred separately from the other, and (ii) any transfer of the Property must include all parcels or tracts.

(d) Improvements. The construction or maintenance on the Property of any buildings, structures (including mobile homes), or other improvements is prohibited, except as described in Paragraph 4 and as otherwise expressly permitted herein.

(e) Minerals, Etc. The exploration for, or extraction of, oil, gas, or other minerals, hydrocarbons, soils or other materials on or below the surface of the Property is prohibited.

(f) Garbage. The dumping or other disposal of trash and garbage whatsoever on the Property is prohibited, except for biodegradable material generated on the Property or resource materials or supplies for agricultural use.

(g) Soil Erosion and Water Pollution. Any use or activity that causes or presents a risk of causing soil erosion or significant water pollution, including without limitation, excavation, land filling, dredging, and mining, is prohibited, except as described in Paragraph 4 and as otherwise expressly permitted herein.

(h) Signs. Display of billboards, signs, or advertisements is prohibited on or over the Property, except for the posting of no trespassing signs, signs identifying the Conservation Values of the Property, signs identifying Grantor as owner of the Property, directional signs, informational signs about the conservation of the Property, informational signs advertising on-site permitted activities, temporary political signs, and signs advertising the Property for sale or rent—provided that any permitted signs are no larger than 25 square feet.

(i) Utilities. The construction or extension of utility systems is prohibited.

(j) Roads and Trails. Any construction of permanent or temporary roads on the Property, or widening of the now-existing roads on the Property (shown on the Man-Made Features Map of the Baseline Documentation Report) is prohibited, except for as provided under Paragraph 4(g) below.

(k) Antennas, Radio Towers, Etc. No commercial antennas, radio towers, or the like shall be installed on Property.

(l) Preservation Area. The Property contains Mesic Hardwood Forest as well as Dry Hardwood and Mixed Pine Forest, both SWAP high priority habitats. These existing forested, relatively natural, plant and habitat features are designated for preservation, i.e. Special

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Natural Areas, as described in more detail below (collectively the "Preservation Area.") To preserve the Conservation Values of the Preservation Area, there shall be no Agriculture, Forestry, clearing or cutting of vegetation or timber, establishment of wildlife foodplots, or construction of any improvements within the Preservation Area, except as may be permitted herein. The following are included within the Preservation Area and subject to the limitations described in herein:

(i) Special Natural Area (SNA). There are significant Mesic Hardwood Forest as well as Dry Hardwood and Mixed Pine Forest habitat features on the Property. These SWAP high priority habitats are afforded special protection via SNA designation. Said SNA is depicted as "Preservation Area" on the Ecological Features Map of the Baseline Documentation Report. By virtue of said Preservation Area protections, approximately 2,150 feet of frontage along Beaverdam Creek will be permanently protected. Beaverdam Creek connects to Cahaba River 3.5 miles downstream. The Cahaba is considered the most ichthyologically diverse river for its size in North America and is a SWAP High Priority River.

(ii) Stewardship. For the health and integrity of the Preservation Area, however, Grantor reserves the right to undertake limited non-commercial stewardship activities in the Preservation Area in accordance with the following: Agriculture, Forestry, clearing or cutting of vegetation or timber, establishment of foodplots, and construction of improvements are all prohibited within the Preservation Area, except as set forth in Paragraph 4 below. For the stewardship and improvement of the ecological functions of the Preservation Area, Grantor reserves the right to cut, burn, or remove from the Preservation Area only (i) nuisance exotic/invasive or non-native species and plants, (ii) vegetation specified with Grantee's prior written consent, and (iii) damage caused by storms, insects and other animals, acts of God, disease, fire, unauthorized acts of third-parties and other causes beyond the reasonable control of Grantor. After removing any dead, infested/infected, or otherwise damaged trees or vegetation from the Preservation Area, Grantor may replant and restore the Preservation Area using native species. Grantor shall provide Grantee with notice of said stewardship activities within the Preservation Area pursuant to Paragraph 5 below.

(m) Non-Native Invasive Species. Planting of non-native invasive species listed in Category 1 on the 'List of Alabama's Invasive Plants' developed by the Alabama Invasive Plant Council, on the Property, is prohibited.

4. Reserved Rights. Grantor reserves to themselves, and to their successors and assigns, all rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the Purpose of this Conservation Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

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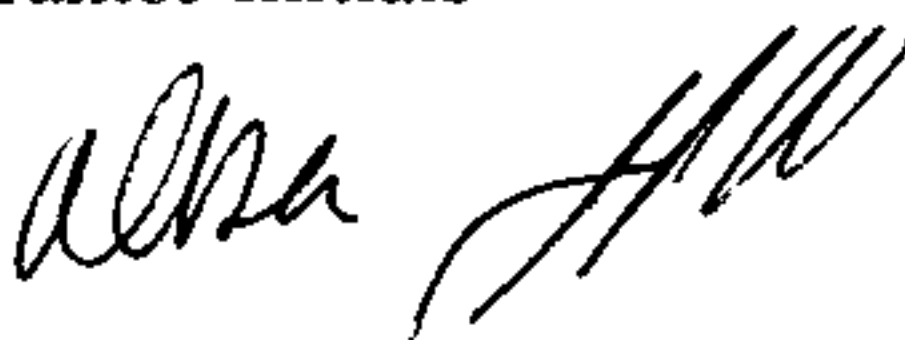
(a) Public Health and Safety, Erosion. Grantor reserves the right to take action reasonably necessary to prevent erosion on the Property or to protect public health or safety.

(b) Limited Agriculture and Forestry. Agriculture and Forestry will be limited to the existing open areas, depicted as "Open area/Food field on the "Stand Map" and also depicted on the "Agriculture and Forestry Envelope" of the Baseline Documentation Report. Within the Agriculture and Forestry Envelope, Grantor reserves the right to cultivate wildlife foodplots, install a small pond (one (1) acre or less in size), and otherwise carry out non-commercial personal gardening activities, including the raising of a few farm animals (such as chickens or a horse) for personal non-commercial use. The small pond will be located within the "Pond Envelope" depicted on the Baseline Documentation Report. These activities shall be performed in a manner that will not significantly impair or interfere with the Conservation Values of the Property, as hereinafter specified, and in accordance with the following goals: sustainability of soil, air and water quality; maintenance of soil productivity; protection of the Preservation Area, and shall be carried out in accordance with all applicable local, state, and federal laws and regulations. Furthermore, these activities shall be carried out in accordance with the then-current, scientifically-based practices, including best management practices, generally recommended by the State of Alabama Cooperative Extension, the United States Natural Resource Conservation Service, or other government, private, or non-profit natural resource conservation and management agencies then active. Any farm animals will be fenced out of the Preservation Area.

(c) Recreational Activities. Grantor reserves themselves and to their invited family members and guests, the right to engage in outdoor recreational activities such as, but not limited to, hunting, shooting, fishing, camping, hiking, biking and horse-back riding, provided they are consistent with the Purpose of this Conservation Easement and do not significantly impair or interfere with the Conservation Values of the Property. These reserved recreational rights include the right to construct, repair, relocate, and remove small "Recreational-Only Structures" on the Property, such as deer stands, hunting blinds, emergency shelters, play structures for children, and the like, provided: (i) at no time shall these Recreational-Only Structures be used for residential purposes; (ii) the construction or extension of utility systems for Recreational-Only Structures is prohibited; (iii) all Recreational-Only Structures constructed on the property must be less than one hundred and fifty (150) square feet in total surface area, no taller than forty (40) feet high, and shall not be in locations or in sufficient number to adversely impact or impair the Conservation Values of the Property; and (iv) Recreational-Only Structures constructed within the Preservation Area must be limited to those structures that may be easily transported, installed, repackaged and removed as a single unit and shall not attach to the surrounding trees with the use of screws, nails, or the like. Further, the Property will not be used as a commercial all-terrain vehicle (ATV) facility. ATVs are permitted provided that they are not operated in a manner so as to cause significant erosion, or soil loss, or compromise the ecological integrity of the Property and its Preservation Area.

(d) Education and Promotion. Grantor reserves the right to conduct workshops, seminars, tours, educational research, and related programs and activities on the Property for the purpose of promoting the scientific, ecological, environmental, wildlife, scenic,

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aesthetic, or similar Conservation Values of the Property in accordance with the Purpose of this Conservation Easement.

(e) Improvements. Grantor reserves the right to have a limited number of improvements and buildings, in a location and number, and pursuant to conditions, as follows:

(i) No Existing Structures/Man-Made Features. At the time of the conveyance of this Conservation Easement, the Property contains the following man-made structures or improvements.

- Several unpaved woods roads/trails throughout the Property (approximately 13,350 feet)
- Picnic Area near creek with items such as chairs, a picnic table and a rock fire ring

(ii) New Improvements. Grantor reserves the right to construct a limited number of new improvements, in a location and number, and pursuant to conditions, as follows:

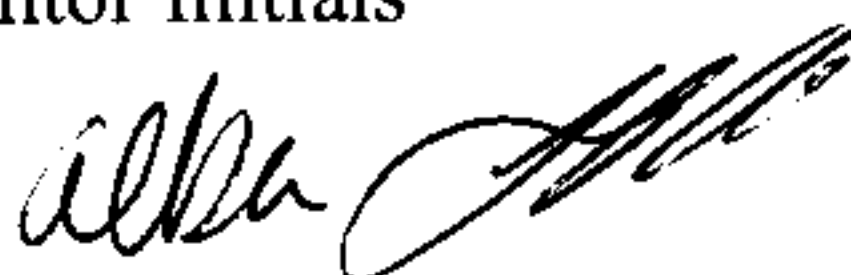
(A) "Existing Recreational Picnic Envelope". Grantor reserves the right to construct and maintain a fire pit, a picnic area and one (1) recreational pavilion (<500 square feet) within the one-half (1/2-acre) depicted on the Building Envelope Map of the Baseline Documentation Report. Said recreational pavilion shall be no greater than 500 square feet in size and at no time shall be used for residential purposes.

(B) Zip Line. With prior written consent of Grantee, Grantor reserves the right to construct and maintain a recreational zip line and associated structures so long as the construction and maintenance of said zip line does not impair or interfere with the Conservation Values of the Property as set forth herein. Prior to the initiation of any construction activities, Grantor must obtain consent from Grantee in the form of a written statement by Grantee that the proposed zip line "does not impair or interfere with the Conservation Values of the Property as set forth in the Conservation Easement." The determination as to whether the proposed zip line does or does not impair or interfere with the Conservation Values of the Property as set forth in the Conservation Easement shall be at the sole discretion of Grantee.

At no time shall there be any residential dwellings located on the Property.

(iii) Protection of Conservation Values. Improvement placement and any construction performed shall be done in such a manner as to minimize interference with the environment and the Conservation Values, and shall be done

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and approved in accordance with all zoning, governmental, and permitting standards. Improvements shall not be placed in locations which significantly interfere with the Conservation Values set forth herein. Grantor shall take reasonable steps to minimize runoff from any construction. Any area of the Property disturbed by construction activities shall be restored to a relatively-natural condition within a reasonable time period following completion of said construction.

(f) Pond. Grantor reserves the right to construct and maintain a one (1-acre) acre pond and associated dam structure on the Property within the "Pond Envelope" as depicted on the Building Envelope Map of the Baseline Documentation Report. This right includes the right to lawfully maintain dams, spillways, drains, docks, piers and related impoundment structures. Any construction or maintenance under this paragraph shall be completed in accordance with all zoning, governmental, and permitting standards, regulations or laws and notice of any construction shall be provided pursuant to Paragraph 5 below.

(g) Roads and Trails. Any construction of permanent or temporary roads on the Property, or widening of the now-existing roads on the Property, other than those permitted herein, is prohibited in accordance with Paragraph 3(j) above. This paragraph shall not be interpreted to permit any extraction or removal of surface materials inconsistent with § 170(h)(5) of the Code and the applicable Treasury Regulations.

(i) Existing Roads and Trails. Grantor reserves the right to use and maintain, in a reasonable manner, the existing road(s) and trail(s), depicted on the Man-Made Features Map of the Baseline Documentation Report, as follows:

- (A) Existing permeable surfaced roads and trails on the Property for activities permitted by this Conservation Easement using permeable materials (dirt, stone, gravel, and the like); and
- (B) Reasonably widen existing passive recreational trail(s), up to a width of no more than twelve feet (12 feet).

(ii) New Roads and Trails. Provided they are not in locations or in sufficient number to significantly impair or interfere with the Conservation Values of the Property, Grantor reserves the right to construct, use, and maintain, in a reasonable number and manner, the following road(s) and trail(s) provided proper notice is provided to Grantee pursuant to Paragraph 5 below:

- (A) Outside of the Preservation Area, permeable-surfaced agricultural or woods roads and/or firebreaks built in order to safely support vehicles or equipment and manage the Property, not to exceed eighteen feet (18-feet) wide; and
- (B) Passive recreational trails built for the Grantor to engage in outdoor recreational activities as permitted herein, not to exceed twelve feet (12 feet) wide.

(iii) Road Construction, Maintenance and Operation. Construction, maintenance, and operation of new and existing road(s) and/or trail(s) shall not

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cause significant erosion, or soil loss, or compromise the ecological integrity of the Property and its Preservation Area. The width of said road(s) and/or trail(s), includes any area of land disturbance, grading or tree removal for such road(s) and/or trail(s), and shall be no greater than the minimum necessary to meet any legal requirements or, to the extent no legal requirements apply or are lawfully waived, the minimum practicable consistent with the protection of the Conservation Values of the Property. Grantor shall provide notice prior to construction or widening of new or existing road(s) and/or trail(s) permitted herein, and prior to formalizing any existing access agreement as permitted herein pursuant to paragraph 5 below. All existing roads and trails are depicted on the Man-Made Features Map of the Baseline Documentation Report.

(h) Leases. Grantor reserves the right to lease the Property for any use permitted to Grantor under this Conservation Easement, provided that such lease is consistent with and subject to the terms of this Conservation Easement, and notice is provided to Grantee pursuant to Paragraph 5 below.

(i) Participation in Ecological Programs. Grantor reserves the right to participate in, and retain revenue from, future conservation, preservation, or mitigation programs involving ecological assets, including but not limited to, carbon sequestration credits, wetland and stream credits, endangered species credits, water quality credits, and ground water credits, on the Property, so long as such participation is consistent with the terms and Purpose of this Conservation Easement, and notice is provided to Grantee pursuant to Paragraph 5 below.

(j) Grantor's Exclusive Access and Use. Except as provided herein, Grantor retains exclusive access to and use of the Property.

(k) Grantor's Fee Ownership Rights. Except as limited in this Conservation Easement, Grantor reserves all rights as fee owner of the Property, including without limitation, the right to use the Property for all purposes not inconsistent herewith.

5. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the Purpose of this Conservation Easement. Notice is required in the following situations:

- (i) Whenever Grantor exercised the following reserved rights set forth in Paragraph 4 – construction of new roads, construction of improvements permitted herein, construction of the pond permitted herein, stewardship activities within the Preservation Area, entering into leases (including hunting and agricultural rights), or participation in ecological programs;
- (ii) Whenever Grantor seeks to undertake an action that may have an adverse impact on the Conservation Values set forth herein;
- (iii) If Grantor receives notice of a condemnation action; or
- (iv) Prior to any sale or other transfer of the Property.

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Whenever notice is required, Grantor shall notify Grantee in writing not less than forty-five (45) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose of this Conservation Easement.

6. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the Purpose of this Conservation Easement.

7. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purpose of this Conservation Easement, to restore the portion of the Property so injured to its condition at the time Grantor conveyed this Conservation Easement to Grantee. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, then Grantee may pursue its remedies under this section after its good faith efforts to provide emergency notice to Grantor and without waiting for the period provided for cure to expire. Grantee may seek to enjoin the violation by temporary or permanent injunction and to recover any damages to which it may be entitled upon violation of the terms of this Conservation Easement or injury to any Conservation Values herein protected, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

8. Mediation. Grantor and Grantee agree that mediation is a cost-effective and preferred method of dispute resolution in many circumstances. If a dispute arises between the parties concerning any proposed use or activity on the Property, Grantor agrees not to proceed with the use or activity pending resolution of the dispute, and the parties shall first consider

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resolution through mediation. If resolution through mediation is agreed upon, both Grantor and Grantee will select the mediator. If Grantor and Grantee cannot agree on a mediator, their proposed mediators will appoint a third mediator who will mediate the dispute. Mediation is not required if Grantee determines there has been a breach by Grantor of the terms of this Conservation Easement or Grantee determines that immediate action is required to prevent or mitigate significant damage to the Conservation Values. Nevertheless, mediation pursuant to this Paragraph shall be voluntary, and this Paragraph shall not be interpreted as precluding or limiting the parties from seeking legal or equitable remedies through means other than mediation. In particular, Grantee need not seek mediation if Grantee determines that the Conservation Values of the Property have been impaired or interfered with.

9. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement shall be borne by Grantor, provided that Grantee prevails in any action to enforce the terms of this Conservation Easement. If Grantor prevails in any action to enforce the terms of this Conservation Easement, each party shall bear its own costs of suit, including, without limitation, reasonable attorneys' fees. Grantor shall not be responsible for costs of a frivolous action, or action brought in bad faith by the Grantee, as determined by a court of competent jurisdiction.

10. Grantee's Forbearance. Any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee 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.

11. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

12. Acts Beyond Grantor's Control. Grantor is responsible for the acts and omissions of persons acting on their behalf, at their discretion, or with their permission, and Grantee shall have the right to enforce against Grantor for events or circumstances of non-compliance with this Conservation Easement resulting from such acts or omissions. However, as to the acts or omissions of third parties other than the aforesaid persons, Grantee shall not have a right to enforce against Grantor unless Grantor is complicit in said acts or omissions, fails to cooperate with Grantee in all respects to halt or abate the event or circumstance of non-compliance resulting from such acts or omissions, or fails to report such acts or omissions to Grantee promptly upon learning of them. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property caused by wildfire, flood, storm, and earth movement, or other natural disaster, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Nothing herein shall be construed to preclude Grantor's and Grantee's rights to recover damages from any third party for trespass,

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vandalism, or other violation of their respective rights in this Conservation Easement and the Property. To that end, Grantee shall have the right, but not the obligation, to pursue all legal and equitable remedies provided by this Conservation Easement against any third party responsible for an event or circumstance of non-compliance with this Conservation Easement and Grantor shall, at Grantee's option, assign Grantor's right of action against such third party to Grantee, join Grantee in any suit or action against such third party, or appoint Grantee as Grantor's attorney-in-fact for the purpose of pursuing an enforcement suit or action against such third party.

13. Access. No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement.

14. Costs 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.

15. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by appropriate authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee shall have no liability for the payment of Taxes, if any, levied upon or assessed against this Conservation Easement. Grantee is authorized, but in no event obligated, to make or advance any payment of taxes, upon ten (10) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and, until paid by Grantor, the obligation created by such payment shall bear interest at the lesser of five percentage points over the prime rate of interest from time to time charged by the largest banking institution in Alabama or the maximum rate allowed by law.

16. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively the "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation reasonable attorneys' fees, arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence or willful misconduct of any of the Indemnified Parties; and (ii) the existence or administration of this Conservation Easement, unless due to the negligence or willful misconduct of any of the Indemnified Parties. If Grantor allows the general public to utilize the Property, it will maintain general liability insurance on the Property with reasonable policy amounts to insure risks associated with public use and shall list Grantee as an additional insured on said policy.

17. Extinguishment or Termination. The donation of this Easement gives rise to a property right, immediately vested in the Grantee, which has a fair market value that is at least equal to the proportionate value that this Conservation Easement bears on the date hereof to the

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fair market value of the Property as a whole at that time. Such proportionate value shall remain constant.

It is the intention of the Parties that no change in conditions surrounding the Property, including for example, but without limitation, changes in the use of properties adjoining or in the vicinity of the Property, will at any time or in any event result in the extinguishment of any of the terms and restrictions set forth in this Conservation Easement (the Purpose of this Conservation Easement).

Notwithstanding the foregoing intention, in order to ensure compliance with 26 CFR 1.170A-14(g)(6), if a sudden and unexpected change in conditions surrounding the Property make impossible or impractical the continued use of the Property for conservation purposes as described herein, and as a result of such change, gives rise to the extinguishment of this Easement by judicial proceedings, the Grantee, on a subsequent sale or exchange of all or part of the Property, shall be entitled to a portion of the proceeds of such sale or exchange at least equal to the proportionate value that the perpetual conservation easement granted hereunder bears to the value of the Property as a whole on the date hereof unless state law provides that the Grantor is entitled to the full proceeds from such judicial conversion without regard to the terms of this Conservation Easement. Such portion of the proceeds allocable to the Grantee shall be used by the Grantee in a manner consistent with the Purpose of this Conservation Easement as set forth herein.

This Section shall also apply whenever all or part of the Property is taken by the exercise of eminent domain by judicial proceedings the same as any other extinguishment by judicial proceedings otherwise described in this Section. Grantor and the Grantee shall join in appropriate actions at the time of such taking by eminent domain to recover the full value of the taking and all incidental or direct damages resulting from such taking.

This Section shall be construed to cause this Conservation Easement to conform to the requirements of 26 CFR §1.170A-14(g)(6), it being the specific intention of the parties that the conservation purposes protected in this Easement shall be treated as being protected in perpetuity in accordance with 26 CFR §1.170A-14(g)(6).

18. Assignment. This Conservation Easement is transferable as more particularly set forth in this Paragraph. Grantee may assign its rights and obligations under this Conservation Easement only to a qualified organization, as defined in § 170(h)(3) of the Code (or any successor provision then applicable), and the applicable regulations promulgated there under, and authorized to acquire and hold conservation easements under §§ 501(c)(3) and 170(h) of the Code (or any successor provision then applicable) at the time of such assignment. Prior to such assignment, Grantee must notify Grantor of the proposed assignment and assignee. In the event that Grantee ceases to be a qualified holder of this Conservation Easement, as defined by ALA. CODE §§ 35-18-1 (2) ("Holder"), this Conservation Easement may be assigned in accordance with this Paragraph. This Conservation Easement is assignable exclusively by Grantee, subject to Grantor's reasonable approval authority over proposed assignee, but said approval shall not be unreasonably withheld. As a condition precedent to any such transfer, Grantee shall require its successors and assigns to enter into a specific written agreement to be bound by this

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Conservation Easement, which written agreement shall state that the Purpose this Conservation Easement is intended to advance shall continue to be carried out by such transferee. A copy of each such assumption shall be sent to Grantor or the heirs, executors, administrators, personal representatives, successors, or assigns of Grantor.

19. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divest himself of any interest in all or a portion of the Property (excluding new liens or mortgages), including without limitation a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least forty-five (45) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

20. Estoppel Certificates. Upon request by Grantee, Grantor shall within twenty (20) days execute and deliver any document, including an estoppel certificate, which certifies compliance with any obligation contained in this Conservation Easement and otherwise evidences the status of this Conservation Easement.

21. Notices. Any notice, demand, request, consent, approval, or communication that either party desires, or is required, to give to the other hereunder shall be in writing and either served personally or sent by nationally-recognized, overnight, courier service or U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follows, or to such other address(es) as may be specified by any such party to the other hereunder by written notice delivered in accordance with this Paragraph:

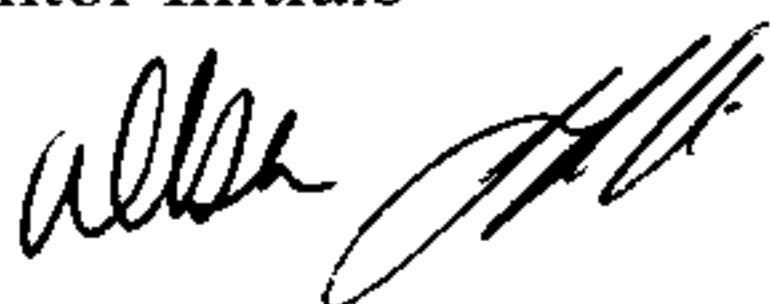
To Grantor: April Adams  
PO Box 601  
Helena, Alabama 35080

To Grantee: Georgia-Alabama Land Trust, Inc.  
Attn: Executive Director  
226 Old Ladiga Road  
Piedmont, Alabama 36272

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given or received on the date of delivery if personally served or if delivered by nationally-recognized, overnight, courier service, or on the date indicated on the return receipt if sent by U.S. registered or certified mail as described above. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice given on the date of mailing.

22. Recordation. Grantor and Grantee agree that this Conservation Easement shall be promptly recorded in the official records of Shelby County, Alabama. Grantee also retains the right to re-record this Conservation Easement, and any amendments hereto, at any time as may be required to preserve its rights in this Conservation Easement.

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23. Section 2031(c) Federal Estate Tax Exclusion. Grantor and Grantee agree that the rights and activities reserved and permitted hereunder relating to recreational activities are consistent with the Conservation Purpose outlined in § 170(h) of the Code. Grantor believes that such rights and activities do not constitute more than a "de minimis" use of the Property for "commercial recreational activities" as those terms are used in § 2031(c) of the Code. This finding notwithstanding, and in the event a contesting party questions this finding, and solely for the purpose of qualifying the Conservation Easement for the estate tax exclusion and any expansion thereof under § 2031(c) of the Code, or its successor provisions, Grantor (including Grantor's estate, successors, and assigns) may elect in writing in recordable form to release and terminate otherwise reserved and permitted "commercial recreational activities" either inter vivos or, alternatively, post mortem, in accordance with § 2031(c), and to the extent permitted by said § 2031(c), if necessary to qualify for the Conservation Easement estate tax exclusion under § 2031(c). Any such election to be recorded in the public records of Shelby County, Alabama.

24. Development Rights. Grantor and Grantee agree that all development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property are terminated and extinguished, and shall not be used on or transferred to any other property not within the Property or used for the purpose of calculating permissible lot yield of the Property or any other property.

25. General Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Alabama.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the Purpose of this Conservation Easement and the policy and purpose of ALA. CODE §§ 35-18-1, et seq. Grantor and Grantee acknowledge that each party has reviewed and revised this instrument and agree that the rule of construction providing that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this instrument. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. In the event any provision of this Easement is determined by the appropriate court to be void and unenforceable, all remaining terms will remain valid and binding.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an Amendment that complies with the provisions of this Conservation Easement.

Grantor Initials

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Grantee Initials

*[Signature]*

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

(f) Joint Obligation. The obligations imposed by this Conservation Easement upon Grantor shall be joint and several.

(g) Successors and Assigns: Covenants, Etc. Run With Land. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns, and shall continue as an easement and servitude running with the Property in perpetuity and enforceable against Grantor and all present and future owners, tenants, and other holders of any interest in the Property. The benefits herein conferred upon Grantee shall be in gross and assignable by Grantee, but only in accordance with the Assignment provision of this Conservation Easement. The terms "Grantor" and "Grantee," when used herein, shall be deemed to refer to Grantor or Grantee, as the case may be, and its personal representatives, heirs, executors, administrators, successors, and assigns.

(h) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest pursuant to the terms of this Conservation Easement, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(i) 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 interpretation.

(j) 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.

(k) Grantor's Representations and Warranties. Grantor hereby represents and warrants that Grantor is seized of the Property in fee simple, and that any and all financial liens or financial encumbrances existing as of the date of this Conservation Easement have been subordinated, and that Grantee and its successors and assigns shall have the use and enjoyment of all the benefits derived from and arising out of this Conservation Easement.

(l) Environmental Representations. Grantor covenants and represents that, to the best of its knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are no underground storage tanks located on the Property. If, at any time, there occurs, or has occurred, a release in, on, or about the Property 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, Grantor shall take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the

Grantor Initials

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release was caused by Grantee, in which case Grantee shall be responsible therefore. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability to Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and any corresponding state statute.

(m) Authority to Execute. Each individual signing below, executing this Easement on behalf of Grantor, represent and warrant to Grantee possession of the legal capacity and authority to execute and deliver the Easement and related documents, thereby binding Grantor.

(n) Voluntary Signature and Assent of Spouse. J.R. Adams, husband of April Adams, joins in the execution of this indenture to evidence his voluntary signature and assent to the gift of this Conservation Easement, thereby releasing and waiving any rights he might have in derogation of this Conservation Easement by virtue of his marriage to April Adams, including but not limited to those rights provided under the homestead laws and regulations of the State of Alabama.

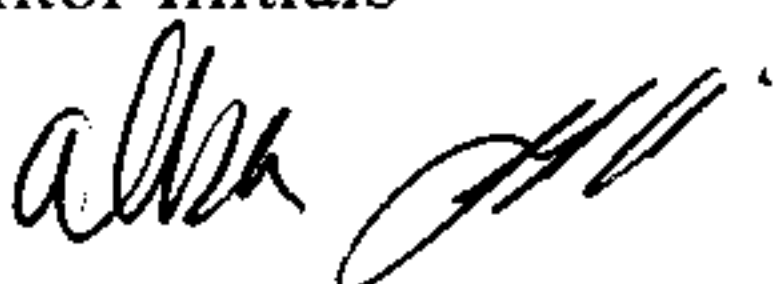
(o) Baseline Documentation Report, Exhibit "B". In order to establish a present condition of the Conservation Values so as to be able to properly monitor future uses of the Property, assure compliance with the terms hereof, and to provide "Documentation" within the meaning of Treas. Reg. § 1.170A-14(g)(5)(i), Grantee has caused to be prepared the Baseline Documentation Report dated November 15-December 12, 2016. Grantor and Grantee acknowledge and agree that, in the event that a controversy arises with respect to the nature and extent of Grantor's historical and present use or the physical condition of the Property subject to this Conservation Easement, the parties may look beyond the Baseline Documentation Report, if necessary, to other relevant or material documents, surveys, reports, and other evidence showing conditions at the time of execution of this Conservation Easement to assist in the resolution of the controversy. Any characterization of the terms of this Conservation Easement contained in the Baseline Documentation Report shall not be interpreted so as to alter, amend, or otherwise modify this Conservation Easement. In any conflict or inconsistency between the terms of this Conservation Easement and the Baseline Documentation Report, the terms of this Conservation Easement shall prevail.

26. List of Attached Exhibits.

Exhibit A:	A legal description of the Property
Exhibit B:	Baseline Documentation Report [The entire Baseline Documentation Report can be found on file at Grantee's office]
Exhibit C:	Access Agreement

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Grantor Initials



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Grantee Initials



TO HAVE AND TO HOLD this Conservation Easement unto Grantee and its successors and assigns, together with all and singular the rights, members, and appurtenances thereof to the same being, belonging or in anywise appertaining, to the only proper use and benefit of Grantee forever. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall not only be binding upon Grantor but also his personal representatives, heirs, executors, administrators, successors and assigns, and shall continue as an easement and servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this document the day and year written below.

Entered into this 20 day of December, 2016.

**GRANTOR:**

**APRIL ADAMS**

April Adams  
April Adams

Date: 12/20/16

**STATE OF** Alabama  
**COUNTY OF** Jefferson

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

(Notary Seal)

Sharon A. McNeese  
Notary Public: Sharon A. McNeese

Date: 12-20-16

My Commission Expires: 10-11-17

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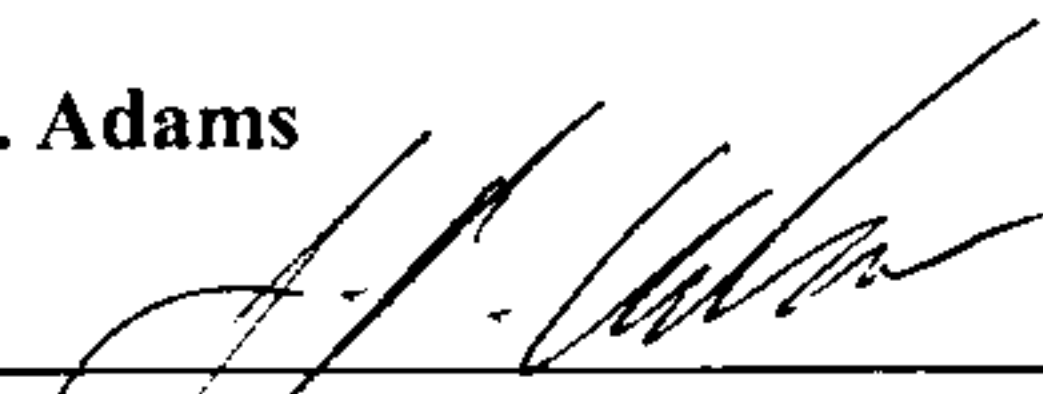
J.R. ADAMS, husband of April Adams, joins in the execution of this indenture to evidence his voluntary signature and assent to the gift of this Conservation Easement, thereby releasing and waiving any rights he might have in derogation of this Conservation Easement by virtue of his marriage to April Adams, including but not limited to those rights provided under the homestead laws and regulations of the State of Alabama.



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Shelby Cnty Judge of Probate, AL  
12/20/2016 03:56:06 PM FILED/CERT

**SPOUSE OF GRANTOR:**

J.R. Adams

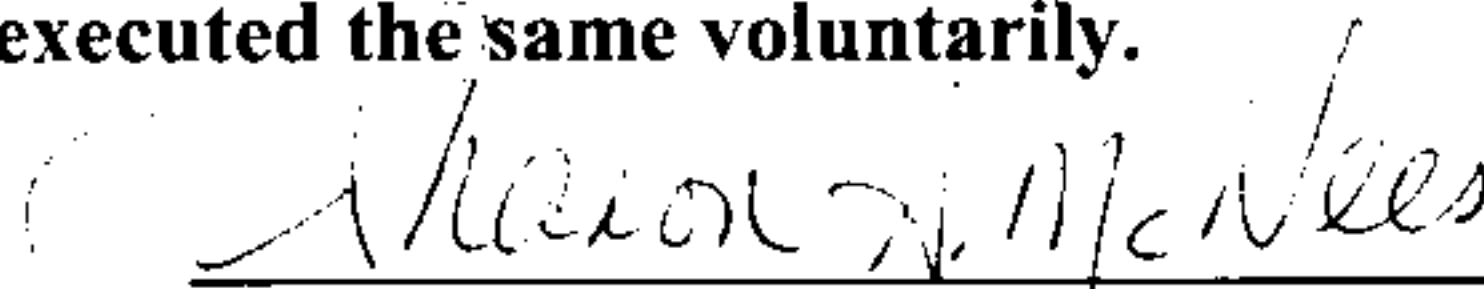
  
\_\_\_\_\_  
J.R. Adams

Date: 12/20/16

STATE OF Alabama  
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that J.R. Adams, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily.

(Notary Seal)



Date: 12-20-16

Notary Public (Print Name): Sharon A. McNees

My Commission Expires: 10-11-17

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**GRANTEE:**

**GEORGIA-ALABAMA LAND TRUST, INC.**  
a Georgia non-profit corporation

By: \_\_\_\_\_

Stephen A. Stutts  
Its: President

Date: 12/20/16

Attest: \_\_\_\_\_

Kenneth F. Davis  
Its: Secretary

Date: 12/20/16

STATE OF ALABAMA  
COUNTY OF At Large

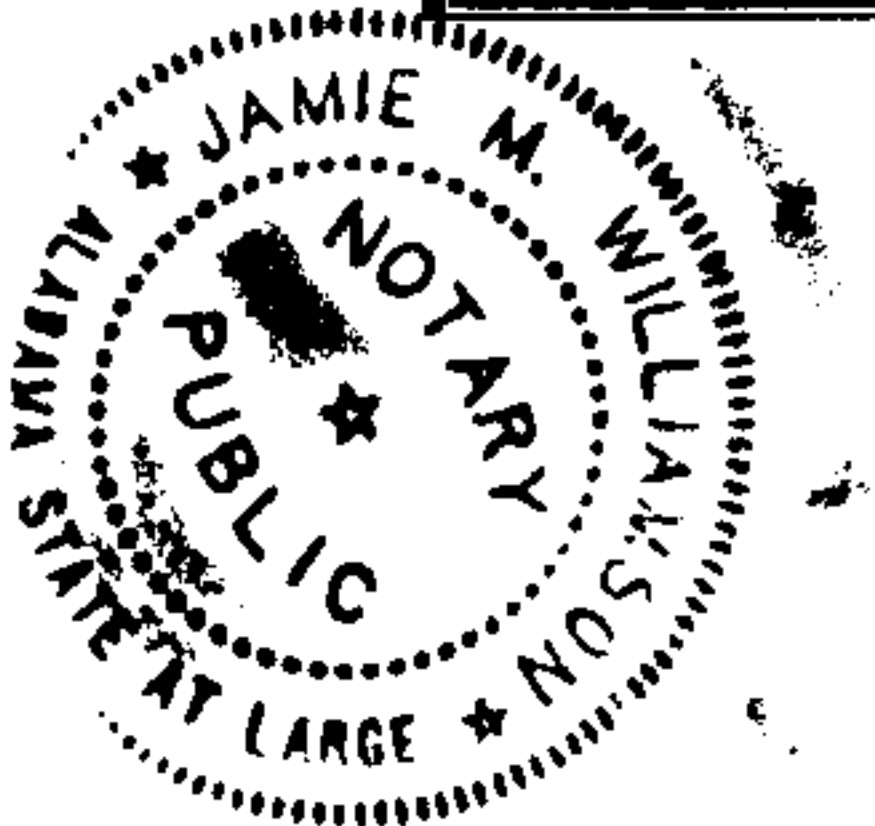
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Stephen A. Stutts and Kenneth F. Davis whose names as President and Secretary, respectively, of Georgia-Alabama Land Trust, Inc., a Georgia nonprofit corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

(Notary Seal)

Notary Public: \_\_\_\_\_

Date: 12/20/16

My Commission Expires: 09 June 2018



Grantor Initials

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## SCHEDULE OF EXHIBITS

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY  
EXHIBIT B: BASELINE DOCUMENTATION REPORT  
EXHIBIT C: ACCESS AGREEMENT



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Shelby Cnty Judge of Probate, AL  
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**EXHIBIT "A"**

20161220000465060 24/34 \$114.00  
Shelby Cnty Judge of Probate AL  
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**LEGAL DESCRIPTION OF PROPERTY**

A parcel of land situated in part of the Northwest one-quarter of the Northwest one-quarter, the Northeast one-quarter of the Northwest one-quarter and the Southwest one-quarter of the Northwest one-quarter of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Section 33; thence run South 00 Degrees 27 Minutes 15 Seconds East along the West line of said Section 33 for a distance of 947.34 feet to the POINT OF BEGINNING; thence leaving the West line of said Section 33, run North 59 Degrees 21 Minutes 38 Seconds East for a distance of 59.25 feet; thence run North 46 Degrees 58 Minutes 11 Seconds East for a distance of 255.91 feet; thence run North 31 Degrees 16 Minutes 22 Seconds East for a distance of 157.65 feet; thence run North 43 Degrees 41 Minutes 50 Seconds East for a distance of 220.40 feet; thence run North 66 Degrees 52 Minutes 39 Seconds East for a distance of 145.42 feet; thence run North 89 Degrees 28 Minutes 21 Seconds East for a distance of 98.29 feet; thence run South 37 Degrees 10 Minutes 18 Seconds East for a distance of 167.07 feet; thence run South 40 Degrees 54 Minutes 30 Seconds East for a distance of 142.70 feet; thence run South 88 Degrees 22 Minutes 16 Seconds East for a distance of 436.99 feet; thence run South 16 Degrees 39 Minutes 59 Seconds East for a distance of 75.14 feet; thence run South 03 Degrees 26 Minutes 48 Seconds East for a distance of 83.96 feet; thence run South 33 Degrees 04 Minutes 03 Seconds East for a distance of 104.20 feet; thence run South 61 Degrees 06 Minutes 31 Seconds East for a distance of 125.30 feet; thence run South 49 Degrees 36 Minutes 21 Seconds East for a distance of 143.84 feet; thence run South 40 Degrees 55 Minutes 58 Seconds East for a distance of 159.24 feet; thence run South 24 Degrees 15 Minutes 49 Seconds East for a distance of 166.19 feet; thence run South 13 Degrees 55 Minutes 25 Seconds East for a distance of 77.42 feet to a point on the South line of said Northeast one-quarter of the Northwest one-quarter; thence run North 88 Degrees 31 Minutes 34 Seconds West for a distance of 500.47 feet to the Southwest corner of said Northeast one-quarter of the Northwest one-quarter; thence run South 00 Degrees 22 Minutes 55 Seconds East along the East line of said Southwest one-quarter of the Northwest one-quarter for a distance of 558.25 feet; thence run South 89 Degrees 37 Minutes 05 Seconds West for a distance of 110.78 feet; thence run North 69 Degrees 54 Minutes 56 Seconds West for a distance of 112.00 feet; thence run North 62 Degrees 31 Minutes 21 Seconds West for a distance of 50.44 feet to the point of commencement of a curve to the left, said curve having a radius of 213.00 feet, a central angle of 10 Degrees 56 Minutes 27 Seconds, a chord bearing of North 85 Degrees 55 Minutes 39 Seconds West for a chord distance of 40.61 feet; thence run along arc of said curve for a distance of 40.67 feet; thence run South 88 Degrees 36 Minutes 08 Seconds West for a distance of 63.48 feet; thence run North 01 Degrees 23 Minutes 52 Seconds West for a distance of 112.00 feet; thence run North 24 Degrees 45 Minutes 46 Seconds East for a distance of 55.71 feet; thence run North 01 Degrees 23 Minutes 52 Seconds West for a distance of 112.00 feet; thence run North 12 Degrees 50 Minutes 27 Seconds East for a distance of 142.37 feet; thence run South 81 Degrees 59 Minutes 19 Seconds West for a distance of 435.21 feet; thence run South 89 Degrees 25 Minutes 08 Seconds West for a distance of 247.74 feet; thence run South 00 Degrees 34 Minutes 52 Seconds East for a distance of 91.42 feet; thence run South 88 Degrees 36 Minutes 08 Seconds

Grantor Initials



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Grantee Initials





West for a distance of 92.63 feet; thence run South 00 Degrees 25 Minutes 22 Seconds East for a distance of 112.02 feet; thence run South 02 Degrees 31 Minutes 58 Seconds West for a distance of 54.14 feet; thence run South 01 Degrees 23 Minutes 52 Seconds East for a distance of 127.78 feet; thence run South 07 Degrees 19 Minutes 05 Seconds West for a distance of 119.58 feet; thence run South 00 Degrees 38 Minutes 11 Seconds East for a distance of 250.02 feet; thence run South 00 Degrees 07 Minutes 36 Seconds East for a distance of 146.80 feet; thence run South 06 Degrees 17 Minutes 05 Seconds East for a distance of 100.00 feet; thence run South 10 Degrees 46 Minutes 50 Seconds West for a distance of 52.18 feet; thence run South 05 Degrees 26 Minutes 30 Seconds East for a distance of 107.77 feet; thence run North 88 Degrees 32 Minutes 16 Seconds West for a distance of 234.42 feet to a point on the West line of said Section 33; thence run North 00 Degrees 27 Minutes 15 Seconds West along the West line of said Section 33 for a distance of 1,728.11 feet to the POINT OF BEGINNING. Said parcel contains 1,796,972 square feet or 41.25 acres more or less.



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Grantee Initials

*B*

## EXHIBIT "B"

### BASELINE DOCUMENTATION REPORT

[Incorporated herein completely by this reference for all purposes, but not recorded herewith in full due to its length,  
a complete copy of which is on file at the offices of Grantee]

APRIL ADAMS  
BASELINE DOCUMENTATION REPORT

GEORGIA-ALABAMA LAND TRUST, INC.  
DECEMBER 2016

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Grantee Initials

*Alba*



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**Exhibit "C"**

**ACCESS EASEMENT**

**CROSS REFERENCE TO:**

**Instrument Number \_\_\_\_\_**  
**Probate Office of Shelby County, Alabama Records**

**AFTER RECORDING, RETURN TO:**

**Katherine Eddins**  
**Georgia-Alabama Land Trust, Inc.**  
**226 Old Ladiga Road,**  
**Piedmont, AL 36272**

STATE OF ALABAMA  
COUNTY OF SHELBY

**DEED OF LIMITED ACCESS EASEMENT**

**THIS DEED OF LIMITED ACCESS EASEMENT** (herein referred to as this "**Access Easement**") is made this 20th day of December, 2016, by and between **APRIL ADAMS**, a married woman, her personal representatives, beneficiaries, heirs, successors, and assigns, having an address at 374 Copperhead Road, Maylene AL 35114 ("**Grantor**"), in favor of **GEORGIA-ALABAMA LAND TRUST, INC.**, a Georgia non-profit corporation, its successors and assigns, having an address at 226 Old Ladiga Road, Piedmont, Alabama 36272 ("**Grantee**")

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of certain real property in Shelby County, Alabama more particularly described in **Exhibit "1"** attached hereto and incorporated herein by this reference, **41.25** acres more or less (the "**Protected Property**"); and

**WHEREAS**, on this day Grantor will grant a conservation easement on the Protected Property (the "**Conservation Easement**") for the benefit of Grantee and desires to provide for the Grantee to have access to the Conservation Easement across the Grantor's property adjoining the Conservation Easement.

**[DEED OF LIMITED ACCESS EASEMENT CONTINUES ON FOLLOWING PAGE.]**

*albm He*

*Page 27 of 27*

*[Signature]*



**[DEED OF LIMITED ACCESS EASEMENT CONTINUED FROM PREVIOUS PAGE.]**

**NOW, THEREFORE,** Grantor, for no monetary consideration, but in order to induce Grantee to accept a Conservation Easement on the Protected Property and in consideration of the covenants, mutual agreements, conditions, and promises herein contained, does unconditionally and irrevocably hereby grant and convey unto Grantee, its successors and assigns, forever, a non-exclusive access easement for vehicular ingress and egress across Grantor's property which access easement is more particularly described as follows:

*See Exhibit 2 attached hereto and made part hereof.*

**TO HAVE AND TO HOLD** this Access Easement unto Grantee and its successors and assigns, together with all and singular the rights, members, and appurtenances thereof to the same being, belonging or in anywise appertaining, to the only proper use and benefit of Grantee, subject only to: i) Grantee providing reasonable prior notice to Grantor that Grantee will inspect the Protected Property, except in emergency cases where the Grantee reasonably determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Conservation Easement; and ii) Grantee's use of the Access Easement is limited to facilitating entry to the Protected Property for the purposes of inspection and to take actions necessary to verify compliance with the Restrictions as set out in the Conservation Easement. Grantor may, at Grantor's discretion, hereinafter further modify and narrow the location of said limited access easement for vehicular ingress and egress across Grantor's property so long as said limited access agreement provides vehicular access to Grantee between a public vehicular right-of-way and the Protected Property. Any such modification to the location of the limited access easement shall be properly recorded with the Probate Office of Shelby County, Alabama.



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**[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]  
[SIGNATURES ON FOLLOWING PAGE.]**

A handwritten signature in black ink, appearing to be 'Alba' followed by a stylized flourish.

A handwritten signature in black ink, consisting of a stylized, cursive 'J' or 'K' followed by a flourish.

**[SIGNATURE PAGE TO DEED OF LIMITED ACCESS EASEMENT]**

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this document the day and year written below.

Entered into this 20 day of December, 2016.

**GRANTOR:**

**APRIL ADAMS**

April Adams

**Date:** 12/20/16

**STATE OF** Alabama  
**COUNTY OF** Jefferson

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

(Notary Seal)

Sharon A. McNeese  
**Notary Public:** Sharon A. McNeese

**Date:** 12-20-16

**My Commission Expires:** 10-11-17

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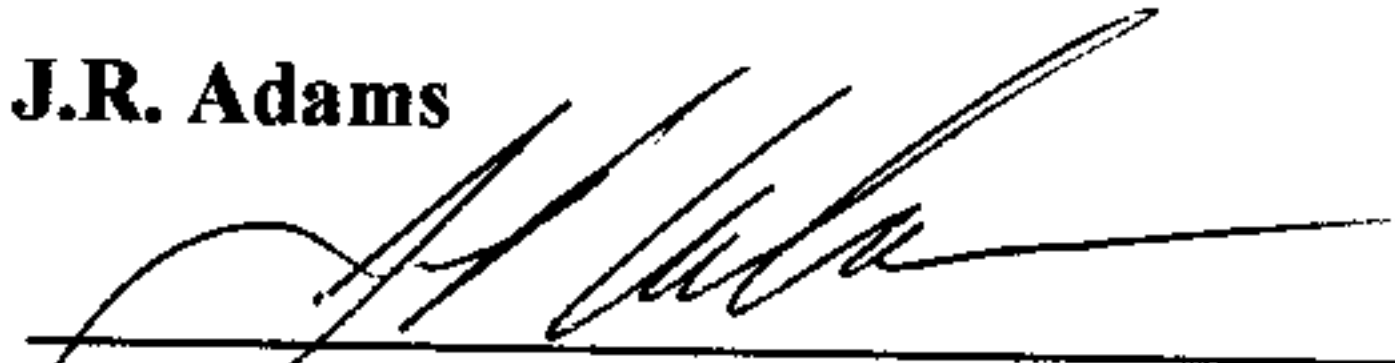
Alba

Al

J.R. ADAMS, husband of April Adams, joins in the execution of Access Easement to evidence his voluntary signature and assent to the gift of this Access Easement, thereby releasing and waiving any rights he might have in derogation of this Access Easement by virtue of his marriage to April Adams, including but not limited to those rights provided under the homestead laws and regulations of the State of Alabama.

**SPOUSE OF GRANTOR:**

**J.R. Adams**

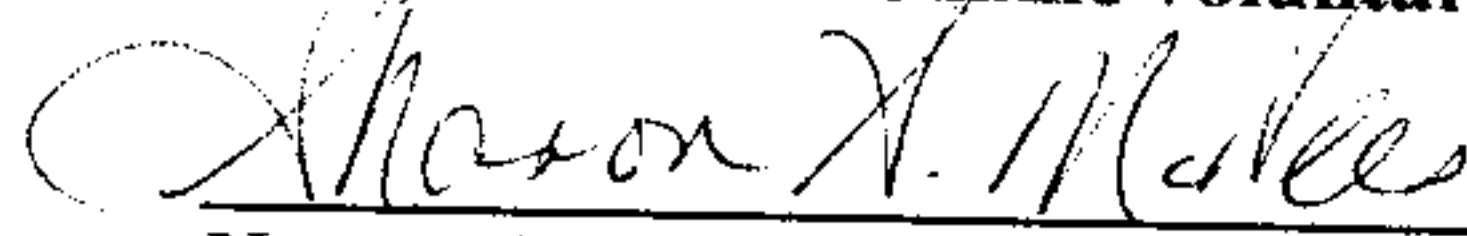
  
\_\_\_\_\_  
**J.R. Adams**

**Date:** 12-20-16

**STATE OF** Alabama  
**COUNTY OF** Jefferson

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that J.R. Adams, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily.

(Notary Seal)



**Date:** 12-20-16

**Notary Public (Print Name):** Sharon A. McKee

**My Commission Expires:** 10-11-17



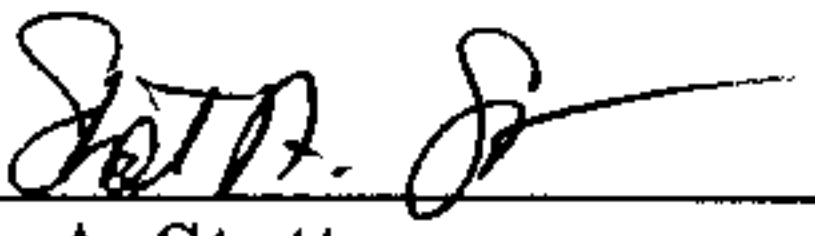
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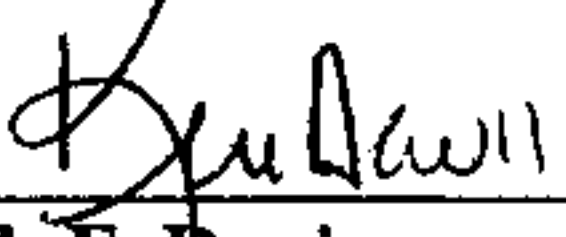


**GRANTEE:**

**GEORGIA-ALABAMA LAND TRUST, INC.**  
a Georgia non-profit corporation

By:   
Stephen A. Stutts  
Its: President

Date: 12/20/16

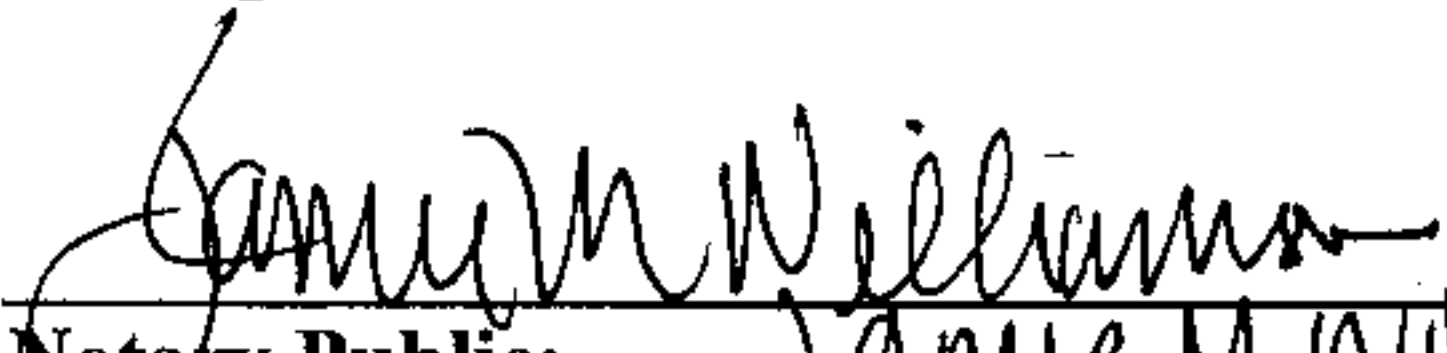
Attest:   
Kenneth F. Davis  
Its: Secretary

Date: 12/20/16

**STATE OF ALABAMA**  
**COUNTY OF At Large**

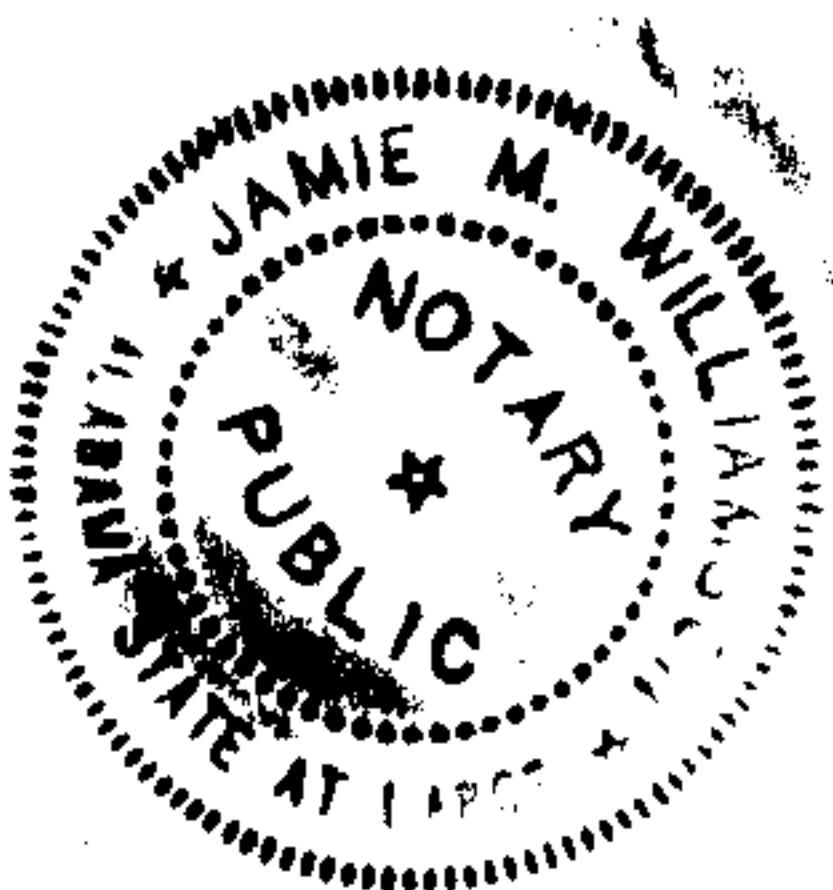
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Stephen A. Stutts and Kenneth F. Davis, whose names as President and Secretary, respectively, of Georgia-Alabama Land Trust, Inc., a Georgia nonprofit corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

(Notary Seal)

  
Notary Public: JAMIE M. WILLIAMS

Date: 12/20/16

My Commission Expires: 29 June 2018



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Grantee Initials

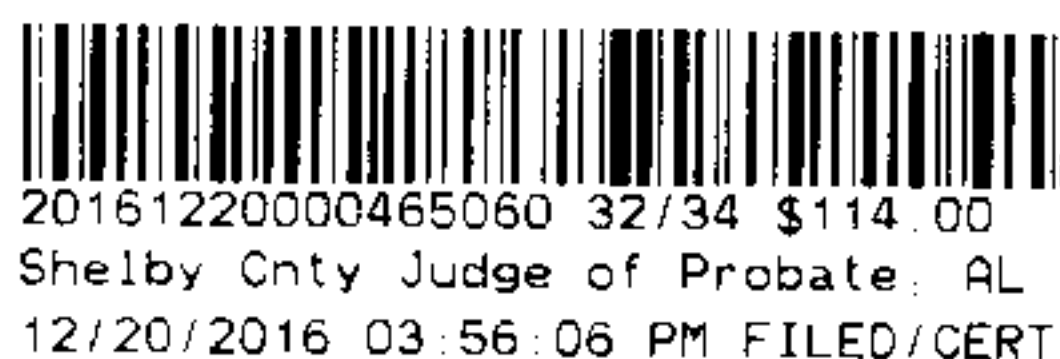


## **EXHIBIT "1" OF ACCESS AGREEMENT**


### **DESCRIPTION OF PROTECTED PROPERTY BOUNDARY**

A parcel of land situated in part of the Northwest one-quarter of the Northwest one-quarter, the Northeast one-quarter of the Northwest one-quarter and the Southwest one-quarter of the Northwest one-quarter of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Section 33; thence run South 00 Degrees 27 Minutes 15 Seconds East along the West line of said Section 33 for a distance of 947.34 feet to the POINT OF BEGINNING; thence leaving the West line of said Section 33, run North 59 Degrees 21 Minutes 38 Seconds East for a distance of 59.25 feet; thence run North 46 Degrees 58 Minutes 11 Seconds East for a distance of 255.91 feet; thence run North 31 Degrees 16 Minutes 22 Seconds East for a distance of 157.65 feet; thence run North 43 Degrees 41 Minutes 50 Seconds East for a distance of 220.40 feet; thence run North 66 Degrees 52 Minutes 39 Seconds East for a distance of 145.42 feet; thence run North 89 Degrees 28 Minutes 21 Seconds East for a distance of 98.29 feet; thence run South 37 Degrees 10 Minutes 18 Seconds East for a distance of 167.07 feet; thence run South 40 Degrees 54 Minutes 30 Seconds East for a distance of 142.70 feet; thence run South 88 Degrees 22 Minutes 16 Seconds East for a distance of 436.99 feet; thence run South 16 Degrees 39 Minutes 59 Seconds East for a distance of 75.14 feet; thence run South 03 Degrees 26 Minutes 48 Seconds East for a distance of 83.96 feet; thence run South 33 Degrees 04 Minutes 03 Seconds East for a distance of 104.20 feet; thence run South 61 Degrees 06 Minutes 31 Seconds East for a distance of 125.30 feet; thence run South 49 Degrees 36 Minutes 21 Seconds East for a distance of 143.84 feet; thence run South 40 Degrees 55 Minutes 58 Seconds East for a distance of 159.24 feet; thence run South 24 Degrees 15 Minutes 49 Seconds East for a distance of 166.19 feet; thence run South 13 Degrees 55 Minutes 25 Seconds East for a distance of 77.42 feet to a point on the South line of said Northeast one-quarter of the Northwest one-quarter; thence run North 88 Degrees 31 Minutes 34 Seconds West for a distance of 500.47 feet to the Southwest corner of said Northeast one-quarter of the Northwest one-quarter; thence run South 00 Degrees 22 Minutes 55 Seconds East along the East line of said Southwest one-quarter of the Northwest one-quarter for a distance of 558.25 feet; thence run South 89 Degrees 37 Minutes 05 Seconds West for a distance of 110.78 feet; thence run North 69 Degrees 54 Minutes 56 Seconds West for a distance of 112.00 feet; thence run North 62 Degrees 31 Minutes 21 Seconds West for a distance of 50.44 feet to the point of commencement of a curve to the left, said curve having a radius of 213.00 feet, a central angle of 10 Degrees 56 Minutes 27 Seconds, a chord bearing of North 85 Degrees 55 Minutes 39 Seconds West for a chord distance of 40.61 feet; thence run along arc of said curve for a distance of 40.67 feet; thence run South 88 Degrees 36 Minutes 08 Seconds West for a distance of 63.48 feet; thence run North 01 Degrees 23 Minutes 52 Seconds West for a distance of 112.00 feet; thence run North 24 Degrees 45 Minutes 46 Seconds East for a distance of 55.71 feet; thence run North 01 Degrees 23 Minutes 52 Seconds West for a distance of 112.00 feet; thence run North 12 Degrees 50 Minutes 27 Seconds East for a distance of 142.37 feet; thence run South 81 Degrees 59 Minutes 19 Seconds West for a distance of 435.21 feet; thence run South 89 Degrees 25 Minutes 08 Seconds West for a distance of 247.74 feet; thence run South 00 Degrees 34 Minutes 52 Seconds East for a distance of 91.42 feet; thence run South 88 Degrees 36 Minutes 08 Seconds




West for a distance of 92.63 feet; thence run South 00 Degrees 25 Minutes 22 Seconds East for a distance of 112.02 feet; thence run South 02 Degrees 31 Minutes 58 Seconds West for a distance of 54.14 feet; thence run South 01 Degrees 23 Minutes 52 Seconds East for a distance of 127.78 feet; thence run South 07 Degrees 19 Minutes 05 Seconds West for a distance of 119.58 feet; thence run South 00 Degrees 38 Minutes 11 Seconds East for a distance of 250.02 feet; thence run South 00 Degrees 07 Minutes 36 Seconds East for a distance of 146.80 feet; thence run South 06 Degrees 17 Minutes 05 Seconds East for a distance of 100.00 feet; thence run South 10 Degrees 46 Minutes 50 Seconds West for a distance of 52.18 feet; thence run South 05 Degrees 26 Minutes 30 Seconds East for a distance of 107.77 feet; thence run North 88 Degrees 32 Minutes 16 Seconds West for a distance of 234.42 feet to a point on the West line of said Section 33; thence run North 00 Degrees 27 Minutes 15 Seconds West along the West line of said Section 33 for a distance of 1,728.11 feet to the POINT OF BEGINNING. Said parcel contains 1,796,972 square feet or 41.25 acres more or less.

  
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**EXHIBIT "2" OF ACCESS EASEMENT**

**DESCRIPTION OF PROPERTY UPON WHICH LIMITED ACCESS IS GRANTED**

*alber* 





# Exhibit "2" of Access Easement

**A parcel of land in the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 33, Township 20 South, Range 3 West, described as follows:**

**Begin at the Northwest corner of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama; thence run Southerly along the West line of said quarter quarter 346.66 feet to a point in the centerline of a public graveled road; thence turn  $100^{\circ} 0'$  left and run along centerline of said road 211.93 feet to a point; thence turn  $80^{\circ} 0'$  left and run Northerly 308.14 feet to a point; thence turn  $89^{\circ} 31' 42''$  left and run Westerly along North line of said quarter quarter 208.72 feet to the point of beginning; being situated in Shelby County, Alabama.**



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Alba *[Signature]*

*[Signature]*