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CROSS REFERENCE TO:
Instrument No. 20171122000422350
Probate Office of Shelby County, Alabama Records.

**This document prepared by and after
recording return to: Katherine Eddins
Georgia-Alabama Land Trust, Inc.
226 Old Ladiga Road
Piedmont, Alabama 36272**

**STATE OF ALABAMA
COUNTY OF JEFFERSON**


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DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (herein referred to as this "Conservation Easement") is made this 14th day of December, 2017, by and between **RMCS2017, LLC**, an Alabama limited liability company, its successors and assigns, having an address at 3572 Shandwick Place, Birmingham, Alabama 35242 (together the "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, **211.1 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").
 - 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 and the habitat they require. The Document also identifies target priority conservation areas and actions for the next decade. The Property contains and protects SWAP designated high priority habitats, Mesic Hardwoods and Dry Hardwood / Mixed Pine Forests, through "Preservation Area" designation, in furtherance of the SWAP. Accordingly, this Conservation Easement protects wildlife habitat consistent with SWAP, thus yielding a significant public benefit pursuant to a clearly delineated State governmental conservation policy, consistent with § 170(h)(4)(A)(iii)(II) of the Internal Revenue Code.
 - b. Protection of the Property 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. 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 densely populated region is threatened by rapid development. Protection of a sizeable unfragmented block of deciduous hardwood forest, such as that on the Property, is a priority for the North Central FLA. For these reasons, and as further discussed below, protection of the Property yields a significant public benefit pursuant to a clearly delineated governmental conservation policy (U.S. Forest Legacy Program) and, thus, is consistent with § 170(h)(4)(A)(iii)(II) of the Internal Revenue Code.
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"). SWAP high priority habitats protected by this Conservation Easement include Mesic Hardwoods and Dry Hardwood / Mixed Pine Forests. Accordingly, this Conservation Easement protects significant, relatively-natural habitat of fish, wildlife, plants or similar ecosystem, consistent with § 170(h)(4)(A)(ii) of the Internal Revenue Code. Protecting these habitat types helps protect and promote the declining populations of migratory birds. The Property is located within a major spring migration route and offers suitable habitat to Neotropical migratory birds, birds of prey, and waterfowl species for wintering and breeding stopovers, as well as year-round habitat to residential species. The Property's drainages, forests, open areas and perennial streams provide suitable habitat for a wide range of herpetofauna. Webster's salamander is a documented high priority reptile that may use the Property as a migration corridor or

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habitat. Webster's salamander is given a NatureServe Global and State Conservation Status rank of Vulnerable. Other amphibians and reptiles that may benefit from the Property's mixed hardwood, mesic hardwood, successional, and open habitats include Northern slimy salamander, Cope's gray tree frog, green/bronze frog, and Fowler's toad, as well as reptiles such as five-lined skink, ground skink, green anole, Eastern rat snake, and brown snake. A more detailed discussion of plant and animal species provided habitat by this Conservation Easement is provided in the Baseline Documentation Report, an Exhibit to this Conservation Easement.

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 through nearby neighborhoods and along Ballantrae Road. 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,"** 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" 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

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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 2017. 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

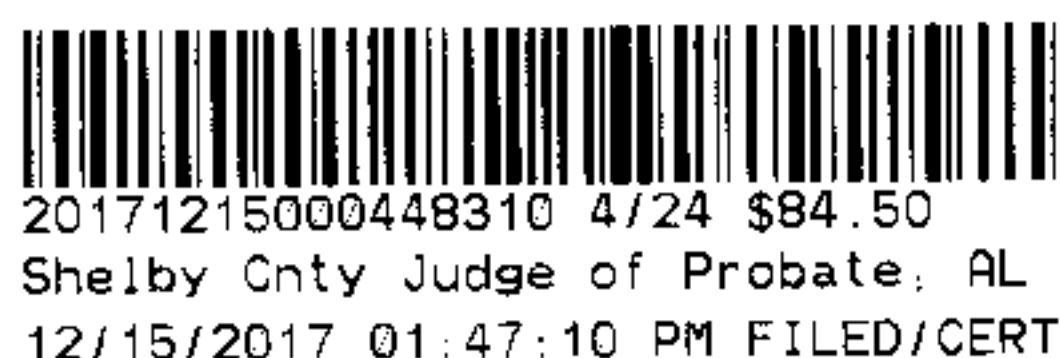
WHEREAS, Grantee agrees, by accepting this Conservation Easement, to honor the intentions of Grantor stated herein and to preserve and protect, in perpetuity, the Conservation Values of the Property for the benefit of this generation and the generations to come;

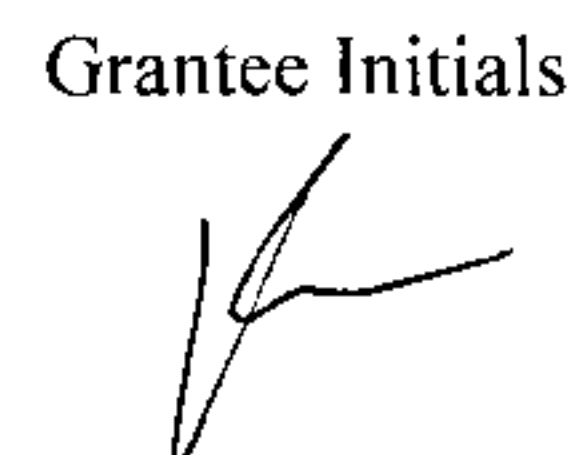
NOW, THEREFORE, Grantor as an absolute charitable gift with no monetary consideration, but in consideration of the covenants, mutual agreements, conditions, and promises herein contained, does unconditionally and irrevocably hereby grant and convey unto Grantee, its successors and assigns, forever, a 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.

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 space, forested, watershed, wildlife, relatively-natural and relatively-undeveloped condition, and with its Conservation Values intact, and to prevent any use of the Property that will impair conservation interests, 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:

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(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. Grantor hereby acknowledges that Grantee is a necessary party in any proceeding of or before any governmental agency which may result in a license, permit or order for any demolition, alteration, or construction on the Property. 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, Commercial, Other Uses. Any residential or commercial uses of, or activity on, the Property inconsistent with the protection of the Property's Conservation Values are prohibited. The following uses and activities are permitted, provided such activities are not conducted in a manner that impairs the Conservation Values or other significant conservation interests: (i) the leasing of rights retained by Grantor in Paragraph 4(f) below, (ii) recreational access to and uses of the Property as described in Paragraph 4(b) below, or (ii) as otherwise provided for herein.

(c) Subdivision. The Property is comprised of the parcel(s) or tract(s) as described in Exhibit A. 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, or other improvements is prohibited, except as described in Paragraph 4 and as otherwise expressly permitted herein.



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(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.

(g) Soil Erosion and Water Pollution. Any use or activity that causes or presents a risk of causing soil erosion or water pollution, including without limitation, excavation, land filling, dredging, and mining, is prohibited, except as necessary to lawfully carry out an activity described in Paragraph 3 and/or Paragraph 4 and not otherwise inconsistent with the Conservation Purpose.

(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 (thirty-two) 32 square feet.

(i) Utilities. The construction or extension of utility systems is prohibited, except for sewer lines bisecting the Property that lead from a nearby development to an adjacent sewer plant as more particularly described in Paragraph 4(e)(iii) below.

(j) Roads and Trails. Any construction of 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(e) below.

(k) Antennas, Radio Towers, Etc. No commercial antennas, radio towers, or the like shall be installed on Property. Small private communication antennas and dishes may be used for radio and television communication on the Property and may be powered by alternative power sources such as solar panels or a small wind generator, so long as they do not impair the Conservation Values stated herein.

(l) Preservation Area. The Property contains the following habitat features, as depicted on the "Ecological Features Map" and "Stand Delineation Map" of the Baseline Documentation Report: Mesic Hardwoods, Dry Hardwood / Mixed Pine Forests, and Pine with Hardwood. These existing forested, relatively natural, plant and habitat features are hereby designated as existing within a "Preservation Area" under the terms of this Conservation Easement, affording them heightened protection. Said Preservation Area is depicted on the Ecological Features Map of the Baseline Documentation Report. To preserve the Conservation Values of the Preservation Area, there shall be no Forestry, Agriculture, clearing or cutting of vegetation or timber, establishment of wildlife foodplots, or construction of any improvements within the Preservation Area, except for Stewardship as permitted herein. The following habitats are included within the Preservation Area:

(i) High Priority Habitats. The Property contains Mesic Hardwoods and Dry Hardwood/Mixed Pine Forest, as depicted on the "Stand Delineation

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Map;" significant, relatively natural habitat for fish, wildlife, or plant communities, or similar ecosystem. These habitats are afforded special protection because it is an example of SWAP "high-priority habitat." This high priority habitat is depicted as part of the Preservation Area on the Ecological Features Map of the Baseline Documentation Report.

(ii) Pine with Hardwood. The Property contains an area of Pine with Hardwood, as depicted on the "Stand Delineation Map". This stand type will be included as part of the Preservation Area on the Preservation Area Map of the Baseline Documentation Report.

(iii) Stewardship. Forestry, Agriculture, clearing or cutting of vegetation or timber, establishment of foodplots, and construction of improvements are all prohibited within the Preservation Area, however, for the health and integrity of the Preservation Area Grantor reserves the right to undertake limited non-commercial stewardship activities in the Preservation Area for the stewardship and improvement of the ecological functions of the Preservation Area in accordance with the following: 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 ("Notices") 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 itself, and to its successors, and assigns, all rights accruing from ownership of the Property, including right to conduct or permit the following activities on the Property, provided such uses and activities are not conducted in a manner that impairs the Conservation Values or other significant conservation interests. Without limiting the generality of the foregoing, the following rights are expressly reserved:

(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) Recreational Activities. Grantor reserves to itself and to its invited members and guests, the right to engage in outdoor recreational activities such as, but not limited to hiking, biking and horse-back riding, provided they are consistent with the Purpose of this Conservation Easement and do not 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 park benches, play

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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; and (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;. 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.

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

(d) 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) Existing Structures/Man-Made Features. At the time of the conveyance of this Conservation Easement, the Property contains the following "Existing Structures/Man-Made Features" as depicted on the "Man-Made Features Map," and listed, within the Baseline Documentation Report:

- One dirt primary access road
- Two woods roads
- One power distribution line
- One partially reclaimed motorbike trail
- One non-exclusive easement (driveway)
- 42 Spray field sprinkler heads and four valves with associated fence
- Two culverts, drainage, and retention area

At no time shall there be any Residential Dwellings on the Property.

(ii) Maintenance of Structures/Man-Made Features. "Existing Structures/Man-Made Features," referenced under Paragraph 4(d)(i)" may be repaired, improved, removed and/or replaced within their respective locations as depicted on the Man-Made Features Map of the Baseline Documentation Report and as further detailed in this Paragraph 4.

(iii) Protection of Conservation Values. Any construction shall be performed in such a manner as to minimize interference with the environment and the Conservation Values, and shall be done and approved in accordance with all applicable zoning, governmental, and permitting standards and regulations. Trails shall not be placed in locations which impair 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

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restored to a relatively-natural condition within a reasonable time period following completion of said construction.

(e) Roads, Trails and Utilities. Any construction of permanent or temporary roads on the Property, or widening of the now-existing roads on the Property, other than the trails permitted herein, is prohibited in accordance with Paragraph 3(g) 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 roads and trail on the Property, depicted on the Man-Made Features Map of the Baseline Documentation Report, as follows: 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).


(ii) New 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 trails, provided proper notice is provided to Grantee pursuant to Paragraph 5 below: Passive recreational trails built for the Grantor to engage in outdoor recreational activities as permitted herein, not to exceed eight feet (8-feet) wide.

(iii) Utilities. Several sewer lines run under the Property leading to a nearby sewage treatment plant. Grantor reserves the right to maintain and periodically replace these lines within the "Utility Envelope (22 ac)" depicted on the "Utility Envelope Map" in the Baseline Documentation Report. This includes fencing, installation of underground or above-ground piping, valves, connectors, and sprinklers as are already in place and other components as may be necessary convenient to effect an expansion as permitted by the Alabama Department of Environmental Management or similar board of agency. If any ground disturbance is caused from the maintenance or movement of these lines within the said Envelope, the area disturbed will be seeded with grasses and turned into a wildlife habitat (such as wildlife openings) within a reasonable time thereafter.

(iv) Road/Trail Maintenance and Operation. Construction, maintenance, and operation of new and existing road(s) and/or trail(s) shall not cause significant erosion, or soil loss, or compromise the ecological integrity of the Property, and shall be done and approved in accordance with all applicable zoning, governmental, and permitting standards and regulations. Grantor shall provide notice prior to constructing new trails permitted herein pursuant to Paragraph 5 ("Notices") below. All existing roads and trails are depicted on the Man-Made Features Map of the Baseline Documentation Report.

(f) 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

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and subject to the terms of this Conservation Easement, and notice is provided to Grantee pursuant to Paragraph 5 ("Notices") below.

(g) 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 ("Notices") below.

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

(i) Grantor's Fee Ownership Rights. Except as limited in this Conservation Easement or the Deed to Grantor, 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 herein:
 - Prior to any sale or other transfer of the Property;
 - Stewardship activities within the Preservation Area – Paragraph 3(l) ("Preservation Area");
 - Construction within the "Utility Envelope" – Paragraph 4(e)(iii) ("Improvements");
 - Construction of new trails – Paragraph 4(e) ("Roads and Trails");
 - entering into leases – Paragraph 4(f) ("Leases"); or
 - Participation in ecological programs – Paragraph 4(g);
- (ii) Whenever Grantor seeks to undertake an action that may have an adverse impact on the Conservation Values set forth herein;
- (iii) Prior to commencement of any proceeding of or before any governmental agency which may result in a license, permit, or order for any demolition, alteration or construction on the Property;
- (iv) If Grantor receives notice of a condemnation action; and
- (v) As otherwise required under Treas. Reg. §1.170A-14(g)(5)(ii).

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.

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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 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

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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, 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.

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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. It is the unequivocal intention of Grantor and Grantee that the Purpose of this Conservation Easement be carried out in perpetuity. If circumstances arise in the future that render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction pursuant to ALA. CODE § 35-18-3(b). The amount of the proceeds to which Grantee shall be entitled, shall be determined in accordance with the Proceeds paragraph below, unless state law provides otherwise. Any and all prior claims shall first be satisfied by Grantor's portion of the proceeds before Grantee's portion is diminished in any way. Grantee shall use all such proceeds in a manner consistent with the Purpose of this Conservation Easement including but not limited to the costs to monitor, enforce and preserve any portions of the Property that remain subject to this Conservation Easement, to monitor, enforce, and preserve other properties with Conservation Values similar to this Property and to conserve properties subject to such other easements in a manner consistent with Grantee's Conservation Values under this Conservation Easement. Grantor and Grantee agree that changed economic conditions shall not be considered as circumstances justifying the termination or extinguishment of this Conservation Easement.

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18. Condemnation. If this Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, Grantee shall be entitled to that portion of the proceeds from the Property's subsequent sale, exchange, or involuntary conversion in accordance the Proceeds paragraph below, unless state law provides otherwise, and Grantor and Grantee agree to join in all necessary and appropriate actions to recover the full value of such condemnation, including all incidental damages.

19. Proceeds. This Conservation Easement constitutes a real property interest, immediately vested in Grantee at the time Grantor conveys this Conservation Easement to Grantee. As required under Treas. Reg. § 1.170A-14(g)(6)(ii), the parties stipulate to have a current fair market value determined by multiplying the fair market value of the Property unencumbered by this Conservation Easement by the ratio of the value of the Conservation Easement at the time of this conveyance to the value of the Property at the time of this conveyance without deduction for the value of the Conservation Easement. The value of this Conservation Easement at the time of this conveyance, and the value of the Property at the time of this conveyance without deduction for the value of the Conservation Easement, shall be determined according to that certain property appraisal report, on file at the office of the Grantee, prepared on behalf of Grantor to establish the value of this Conservation Easement for purposes pursuant to § 170(h) of the Code. For the purposes of this Paragraph, the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant.

20. 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 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.

21. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divest itself 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.

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22. 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.

23. 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: RMCS2017, LLC
Attn: Jerome Fiorella
3572 Shandwick Place
Birmingham, Alabama 35242

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.

24. 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.

25. Amendment. No amendment shall be allowed that will (i) affect the status of this Conservation Easement as a "qualified real property interest" within the meaning of § 170(h)(2) of the Code; (ii) cause this Conservation Easement to be contributed to an organization other than a "qualified organization" with the meaning of § 170(h)(3) of the Code; (iii) affect the status of Grantee as a "qualified organization" within the meaning of § 170(h)(3) of the Code; (iv) cause this Conservation Easement to be contributed other than "exclusively for conservation purposes" within the meaning of §§ 170(h)(1), (4), and (5) of the Code; (v) affect the status of this Conservation Easement as a conservation easement within the meaning of ALA. CODE §§ 35-18-1, et seq.; or (vi) affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws, including but not limited to ALA. CODE § 35-18-3(b) or § 170(h) of the Code.

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26. 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.

27. 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.

28. 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.

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

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(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 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) Tax Deduction. Grantee makes no warranty, representation or other assurance regarding the availability, amount or effect of any deduction, credit, or other benefit to Grantor or any other person or entity under United States or any state, local or other tax law to be derived from the conveyance of this Conservation Easement, or other transaction associated with the conveyance of this Conservation Easement. The conveyance of this Conservation Easement is not conditioned upon the availability or amount of any tax deduction, credit or other benefit. Grantee makes no warranty, representation or other assurance regarding the value of this Conservation Easement donation or of the Property. As to all of the foregoing, Grantor is relying upon Grantor's own legal counsel, accountant, financial advisor, appraiser or other consultant and not upon Grantee or any representative, legal counsel, accountant, financial advisor, appraiser or other consultant of Grantee.

(m) Environmental Representations. Grantor covenants and represents that, to the best of its knowledge, no hazardous substance or toxic waste exists nor has been generated,

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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 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.

(n) Authority to Execute. The 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.

(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 July 13 - December 7, 2017. 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.

29. List of Attached Exhibits.

Exhibit A:	A legal description of the Property
Exhibit B:	Baseline Documentation Report

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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 its 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 14th day of December, 2017.

GRANTOR:

RMCS2017, LLC

By: Ballantrae Development Investors, LLC
As its: Manager

By: JF Management, LLC
As its: Manager

By: Jerome Fiorella
As Its: Manager



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Date: 12/14/17

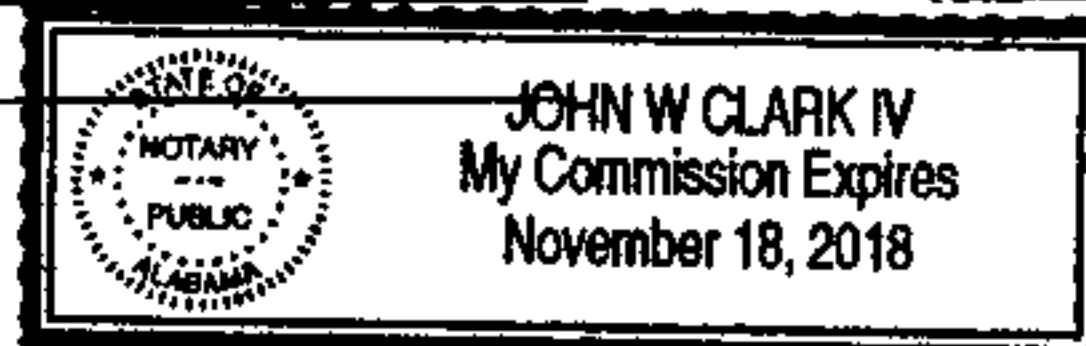
STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jerome Fiorella, whose name as Manager of JF Management, LLC, as Manager of Ballantrae Development Investors, LLC, as Manager of RMCS2017, LLC, an Alabama Limited Liability Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such authorized representative and with full authority, executed the same voluntarily, for and as the act of said corporation.

(Notary Seal)

Notary Public:

My Commission Expires:



Date: 12/14/17

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Entered into this 14th day of December, 2017.

GRANTEE:

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

By: Katherine Eddins

Katherine Eddins
Its: Executive Director

Date: 12/14/17

STATE OF ALABAMA
COUNTY OF JEFFERSON

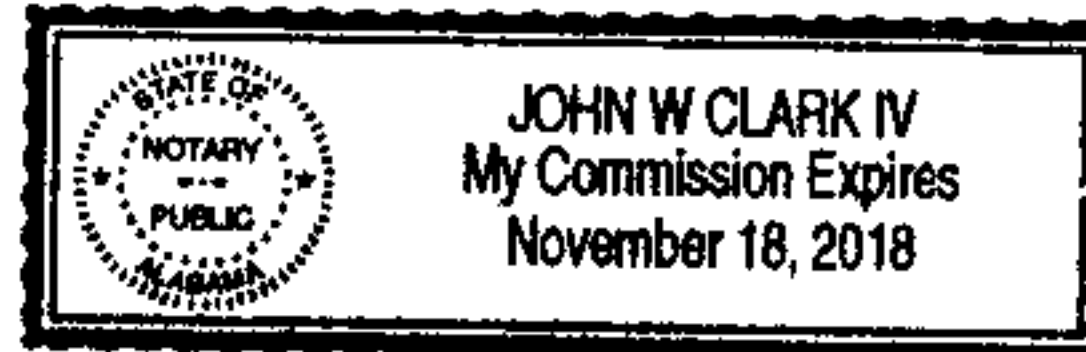
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Katherine Eddins, whose name as Executive Director, of Georgia-Alabama Land Trust, Inc., a Georgia nonprofit corporation, is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

(Notary Seal)

Notary Public: John W. Clark IV

Date: 12/14/17

My Commission Expires:



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[Signature]

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[Signature]

SCHEDULE OF EXHIBITS

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY
EXHIBIT B: BASELINE DOCUMENTATION REPORT



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A handwritten signature in black ink, appearing to be the initials 'AA' with a stylized flourish.

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EXHIBIT "A"

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LEGAL DESCRIPTION OF PROPERTY

A parcel of land situated in the South 1/2 of Section 27, in the Southeast 1/4 of Section 28, in the Northeast 1/4 of Section 33 and in the North 1/4 of Section 34, all in Township 20 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Begin at the SE corner of the NE 1/4 of the NE 1/4 of Section 33, Township 20 South, Range 2 West; thence N 88°05'36" W along the South line of said 1/4-1/4 a distance of 2249.48'; thence N 62°40'13" E a distance of 2147.00'; thence N 27°16'51" W a distance of 215.00'; thence S 62°43'09" W a distance of 236.79'; thence N 27°16'51" W a distance of 509.28'; thence N 64°00'41" E a distance of 189.83'; thence N 77°48'43" E a distance of 804.52'; thence S 86°40'33" E a distance of 132.86'; thence S 74°41'53" E a distance of 103.88'; thence S 29°15'05" E a distance of 304.76' to the point of a non tangent curve to the left having a radius of 285.00', a central angle of 9°55'25", and subtended by a chord which bears S 64°16'23" W, a chord distance of 49.30'; thence along said curve an arc distance of 49.36'; thence S 59°18'40" W a distance of 127.04'; to the point of curve to the right having a radius of 515.00', a central angle of 27°26'43", and subtended by a chord which bears S 73°02'01" W, a chord distance of 244.34'; thence along said curve an arc distance of 246.69'; thence S 86°45'23" W a distance of 48.38'; to the point of curve to the left having a radius of 1035.00', a central angle of 1°01'47", and subtended by a chord which bears S 86°14'30" W, a chord distance of 18.60'; thence along said curve an arc distance of 18.60'; thence S 04°35'30" E a distance of 70.00'; thence S 08°43'19" E a distance of 145.43'; thence S 02°37'53" W a distance of 625.76'; thence N 76°53'32" E a distance of 1206.99'; thence N 59°45'20" W a distance of 128.77'; thence N 16°28'54" W a distance of 648.46'; thence N 73°22'43" E a distance of 451.31' to the point of curve to the left having a radius of 1030.00', a central angle of 8°56'25", and subtended by a chord which bears N 68°54'31" E, a chord distance of 160.55'; thence along said curve an arc distance of 160.72'; thence with a reverse curve to the right having a radius of 470.00', a central angle of 12°31'35", and subtended by a chord which bears N 70°42'06" E, a chord distance of 102.55'; thence along said curve an arc distance of 102.75'; thence N 76°57'53" E a distance of 154.85' to the point of curve to the left having a radius of 280.00', a central angle of 34°28'05", and subtended by a chord which bears N 59°43'50" E, a chord distance of 165.91'; thence along said curve an arc distance of 168.44'; thence N 42°29'48" E a distance of 59.30' to the point of curve to the right having a radius of 25.00', a central angle of 81°06'42", and subtended by a chord which bears N 83°03'09" E, a chord distance of 32.51'; thence along said curve an arc distance of 35.39'; thence with a reverse curve to the left having a radius of 325.00', a central angle of 39°03'15", and subtended by a chord which bears S 75°55'08" E, a chord distance of 217.26'; thence along said curve an arc distance of 221.53'; thence N 84°33'14" E a distance of 128.07'; thence S 05°26'46" E a distance of 125.00'; thence N 83°50'29" E a distance of 180.01'; thence N 88°30'38" E a distance of 491.66'; thence S 11°23'03" E a distance of 103.03'; thence S 74°13'57" W a distance of 63.80'; thence S 87°28'09" W a distance of 138.08'; thence S 76°38'02" W a distance of 126.50'; thence S 11°28'34" W a distance of 249.21'; thence S 63°40'55" E a distance of 213.83'; thence N 77°04'20" E a distance of 113.12'; thence N 63°08'53" E a distance of 73.06'; thence N 71°45'31" E a distance of 156.06'; thence N 21°19'06" W a distance of 20.03'; thence N 68°47'45" E a distance of 67.02'; thence N 78°06'08" E a distance of 62.82'; thence N 87°04'06" E a distance of 46.60'; thence S 22°06'38" W a distance of 165.41'; thence S 37°53'22" E a distance of 213.62'; thence N 82°06'38" E a distance of 186.54'; thence N 35°28'47" E a distance of 363.52'; thence N 78°14'17" E a distance of 59.44'; thence N 69°43'09" E a distance of 156.48' to the point of a non tangent curve to the left having a radius of 75.00', a central angle of 86°30'32", and subtended by a chord which bears N 44°08'23" E, a chord distance of 102.79'; thence along said curve an arc distance of 113.24'; thence N 00°53'08" E a distance of 12.12'; thence S 89°06'52" E a distance of 135.00'; thence N 00°53'08" E a distance of 62.73'; thence S 76°50'54" E a distance of 455.75'; thence S 79°31'18" E a distance of 470.77'; thence S 79°31'32" E a distance of 238.89' to the East line of the SE 1/4 of the SE 1/4 of Section 27, Township 20 South, Range 2 West; thence S 00°33'08" E along said East line a distance of 141.22'; thence N 89°35'45" W a distance of 208.78'; thence S 00°34'11" E a distance of 208.66'; thence S 89°56'08" E a distance of 209.44' to the East line of the NE 1/4 of the NE 1/4 of Section 34, Township 20 South, Range 2 West; thence S 00°33'08" E along said East line a distance of 1088.55' to the SE corner of said 1/4-1/4;

thence N 89°07'13" W along the South line of said 1/4-1/4 a distance of 1303.35' to the SW corner of said 1/4-1/4; thence N 89°10'42" W along the South line of the NW 1/4 of the NE 1/4 and along the NE 1/4 of the NW 1/4 of said Section 34 a distance of 2641.07' to the SE corner of the NW 1/4 of the NW 1/4 of said Section 34; thence S 89°51'07" W along the South line of said 1/4-1/4 section a distance of 1343.66' to the Point of Beginning.

Grantor Initials



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Grantee Initials



Less and Except:

Less and Except a parcel of land in the SW 1/4 of Section 27, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW Corner of Section 27, Township 20 South, Range 2 West, Shelby County, Alabama; thence S 87°44'49" E a distance of 1152.75'; thence N 00°08'53" W a distance of 73.49' to the Point of Beginning; thence N 16°28'54" W a distance of 153.09' to the point of curve to the right having a radius of 25.00', a central angle of 89°44'08", and subtended by a chord which bears N 28°23'10" E, a chord distance of 35.27', thence along said curve an arc distance of 39.15'; thence N 73°15'14" E a distance of 213.42' to the point of curve to the left having a radius of 1059.51', a central angle of 8°41'27", and subtended by a chord which bears N 68°54'31" E, a chord distance of 160.55', thence along said curve an arc distance of 160.71' to the point of a reverse curve to the right having a radius of 479.51', a central angle of 12°16'36", and subtended by a chord which bears N 70°42'06" E, a chord distance of 102.55', thence along said curve an arc distance of 102.75'; thence N 76°57'53" E a distance of 11.08'; thence S 15°47'03" E a distance of 189.01'; thence S 72°41'28" W a distance of 509.58' to the Point of Beginning.

Containing 2.1 acres, more or less.



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Grantor Initials

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Grantee Initials

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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]

RMCS2017, LLC
BASELINE DOCUMENTATION REPORT

GEORGIA-ALABAMA LAND TRUST, INC.
JULY – DECEMBER 2017

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