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DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (this "Easement") is granted this 17th day of December, 2020, by E & L LAND COMPANY, LLC, an Alabama limited liability company, having an address at 420 1st Street North, Alabaster, Alabama 35007 ("Grantor"), to and for the benefit of the PELICAN COAST CONSERVANCY, INC. an Alabama nonprofit corporation having an address at 403 Conti Street, Mobile, Alabama 36602 (the "Conservancy") (with Grantor and Conservancy sometimes being referred to, individually, as a "Party" and, collectively, "the Parties").

(Grantor and Conservancy are sometimes referred to herein individually as a "Party" and collectively, the "Parties"; the terms "Grantor" and "Conservancy" shall include the singular and the plural, and the successors and assigns of Grantor and Conservancy, and the provisions of this Easement shall be binding upon and inure to the benefit of Grantor, Conservancy and their heirs, successors and assigns.)

RECITALS

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

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

WHEREAS, Grantor is the sole owner in fee simple of 28.53 acres of certain real property located off Copperhead Road in Helena, Alabama 35080 constituting tax parcel #13 8 33 0 000 029.018 in Shelby County, Alabama as is more particularly described in **Exhibit "A"** (the "Property") hereof; and

WHEREAS, the Property in its present state is undeveloped, and possesses significant recreational, educational, natural, aesthetic, watershed, wildlife, forest, open space, aquatic and terrestrial plant habitat features, including, without limitation, a mature oak-hickory-pine forests located on rolling Southern Sandstone Ridges subregion slopes of the Ridge and Valley ecoregion leading to 1) one second-order freshwater stream (Beaverdam Creek) with associated riparian buffers and wetland areas, and 2) four first-order freshwater streams (unnamed headwaters of Beaverdam Creek) with associated springheads, spring runs, riparian buffers and wetland areas. In addition, the Property contains high-priority Ridge and Valley granite outcrop habitat of both the monadnock (rise above the ground) and flat rock exposure varieties (collectively, and together with the preceding sentence, the "Conservation Values") that are of great importance to the Conservancy, the people of Shelby County, and the people of the State of Alabama, and are worthy of preservation; and

WHEREAS, the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, meets the conservation purpose of Section 170(h)(4)(A)(ii) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, Beaverdam Creek, which forms the northeastern boundary of the Property for a linear distance of approximately 1,231 feet (375 meters), is situated in the Cahaba River Basin, and is located in central Alabama (United States Geological Survey ("USGS") Hydrologic Unit Code ("HUC") 03150202). Alabama's Best Management Practices for Forestry (2007) puts forth that "in no cases should stream management zone be less than 35 feet from a definable bank". Shelby County Planning Regulations are in accordance with the state minimum standards. Current scientific research (Hilty and Merelender 2004, Semlitsch and Bodie 2003, Jones et al. 1999) concludes that the level of protection now mandated by the State of Alabama and Shelby County may be inadequate. In order to provide the necessary protection of the critical riparian habitat for all species, the protective riparian buffer should be much greater than 35 feet (Semlitsch and Bodie 2003); and

WHEREAS, improving water quality is identified as a conservation action that will benefit Alabama's rivers, streams and freshwater ecosystems in the Ridge and Valley ecoregion in the *Conserving Alabama's Wildlife: A Comprehensive Strategy* (now called the State Wildlife Action Plan ("SWAP")). The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code promotes the SWAP by providing for permanently protected high priority habitat on private land. The SWAP was promulgated by the Alabama Department of Conservation and Natural Resources ("ADCNR"), Division of Wildlife and Freshwater Fishes, and conservation partners including the U.S. Fish and Wildlife Service ("USFWS") to protect the biological diversity of Alabama; and

WHEREAS, the four unnamed headwaters of Beaverdam Creek, which arise on and transect the Property for a linear distance of approximately 7,419 feet (2,261 meters), are also situated in the Cahaba River Basin; and

WHEREAS, headwater systems are identified as high priority sites and landscape features of the Ridge and Valley ecoregion in the SWAP. The protection of a relatively

natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code. Protection of the Property promotes the SWAP by providing for permanently protected high priority habitat on private land; and

WHEREAS, headwater systems offer a range of habitats that can support an abundance and diversity of species, depending on water depth and seasonality of flows, hydrologic regime, temperature, water chemistry, substrate types, and connectivity to downstream systems. Biodiversity will be influenced by the presence of species unique to headwater systems and whether connectivity allows species that seasonally use headwaters for particular life history stages (e.g., spawning, nursery areas) to move upstream from larger streams. Headwater systems, especially those associated with springs and seeps, are likely to have a high diversity of insects, especially those genera with an aquatic life history cycle; and

WHEREAS, land conservation or preservation of the headwater system can serve numerous purposes in the face of anticipated climate change, but above all, it promotes ecosystem resilience, such as: protecting watersheds for clean water, flood attenuation, and decreased erosion and sedimentation; providing ecological corridors for species movement throughout the landscape in response to changing habitats; preserving existing habitats to help prevent forced migration; and

WHEREAS, the USFWS, in conjunction with ADCNR and the Geological Survey of Alabama have selected watersheds and river segments in the five Hydrologic Unit Code – 4 subregions in Alabama to focus conservation activities for managing, protecting, restoring, and recovering populations of rare fishes, mussels, snails, and crayfishes. These Strategic Habitat Units (“SHUs”) and Strategic River Reach Units (“SRRUs”) include a substantial part of Alabama’s remaining high-quality rivers and streams and reflect the variety of small stream to large river habitats occupied by these species historically and/or currently; and

WHEREAS, the SHUs were selected based on best available information about the essential habitat components required by these aquatic species including: (1) geomorphically stable stream and river channels; (2) stream flow regimes that support normal behavior, growth, and survival of the animals; (3) acceptable water-quality conditions necessary for normal behavior, growth, and viability of all life stages of the animals; (4) a diversity of channel substrate types, with minimal amounts of fine sediment and filamentous algae; (5) for mussels, the presence of fish hosts with adequate living, foraging, and spawning areas; and (6) few or no competitive or predaceous nonnative species. The SRRUs were selected based on the historical and/or current presence of rare species and include river reaches where species restoration and recovery actions are planned for the future or are already underway; and

WHEREAS, the purpose of designating SHUs and SRRUs is to facilitate and coordinate watershed management and restoration efforts as well as to focus funding to address habitat and water quality issues. All of the SHUs currently support one or multiple federally listed species and/or critical habitat designated by the USFWS; and

WHEREAS, Beaverdam Creek and its unnamed headwaters are located in the Cahaba River SHU; and

WHEREAS, the Cahaba River is identified as a priority area for conservation action in the SWAP. The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code promotes the SWAP by providing for permanently protected high priority habitat on private land; and

WHEREAS, beaver (*Castor canadensis*) lodges, dams, and tree-felling activities have been observed in the Beaverdam Creek area; and

WHEREAS, beavers produce excellent habitat for many species of wildlife. Waterfowl, furbearers, fish, reptiles and amphibians all benefit from the beaver's presence. The wood duck (*Aix sponsa*) is very fond of beaver ponds. These areas are important nesting areas because they provide an abundance of food for the hen and brood; and

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

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

WHEREAS, greatly increasing protection measures of the State of Alabama and Shelby County will accomplish various environmental goals and will yield a "significant public benefit" under Treasury Regulation Section 1.170A-14(d)(4)(iv); and

WHEREAS, the preservation of open space (including farmland and forest land) where such preservation is pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant public benefit, meets the conservation purpose of Section 170(h)(4)(A)(iii)(II) of the Code; and

WHEREAS, the Property has large surface and subsurface deposits of granite; and

WHEREAS, naturally treeless areas, referred to as glades and prairies in the SWAP, support plants and animals not typically found in adjacent forested areas. Glades, sometimes called barrens, are open habitats dominated by herbaceous plant communities occurring on uplands that are typically situated on the thin soils of bedrock. Bare rock outcrops (granite and limestone) may also be present. Historically they have had little agricultural value but have been used as rough pasture areas, homesites, quarries, and dumps. Limestone (calcareous) glades and barrens are the most widespread type in Alabama, particularly in the Interior Plateau ecoregion, but glades and barrens also form over sandstone, granite, and other bedrock in the Southwestern Appalachians and Ridge and Valley ecoregions. The absence of a tree canopy exposes the ground to considerable sunlight usually resulting in

very hot surface temperatures in summer. The thin soils often hold little water and produce a highly xeric habitat that is inhabited by highly adapted plant and animal species. Although few vertebrate wildlife species are dependent upon glades and barrens, these habitats support a high number of endemic plants (Wyatt and Allison 2000). Representative high-quality limestone glade sites include Bibb County Glade Preserve and Prairie Grove Glades Preserve (Lawrence County); sandstone glade sites include Little River Canyon (DeKalb and Cherokee Counties) and Guntersville State Park (Marshall County). As of early 2017, there were no permanently protected granite outcrops in the State of Alabama; and

WHEREAS, granite outcrops host unique microhabitats that are characterized by a granitic substrate with pockets of acidic, nutrient-poor mineral soil. These harsh environments can fluctuate between hydric and xeric several times a year. Vernal pools, or solution pits, are shallow, flat-bottomed depressions where water collects after a rain. These pools are formed naturally by erosion over millions of years and are home to several high priority species that are severely restricted in their range including mat-forming quillwort (*Isoetes tegetiformans*), black-spored quillwort (*Isoetes melanospora*), and snorkelwort (*Amphianthus pusillus*); and

WHEREAS, specific threats to these habitats include destruction of habitat from quarrying activities, recreational use (trail bicycles, off-road traffic, littering, vandalism, fire building, overuse for education), eutrophication resulting from conversion of habitat to pasture (cattle waste adds nutrients that favor competing vegetation), pollution (dumping of trash and airborne deposition), invasive exotic species, and shading due to tree growth; and

WHEREAS, prior to European settlement, glades and barrens were more widespread in the State of Alabama. By the end of the 20th Century, these treeless areas were greatly reduced because of their conversion to agriculture, quarrying, altered fire regimes, and the extirpation of two large native grazers: the bison (*Bison bison*) and eastern elk (*Cervus canadensis canadensis*). Only remnant patches (perhaps less than 1%) of habitat remained intact by the start of the next century because most of the region's fertile soils had been converted to agriculture. Historically, a combination of controlled fire and grazing (first by native ungulates and then by free-ranging cattle) kept the glade and prairie habitat intact. Range enclosure and fire suppression changed the dynamics of the landscape and the coverage of the habitat by fire-intolerant woody species has increased; and

WHEREAS, seepage areas on the outcrops afford habitat for a few unusual wetland Species such as peat moss (*Sphagnum cyclophyllum*), Ridge and Valley false pimpernel (*Lindernia monticola*), and bladderworts (*Utricularia* spp). Rock crevices and rubble piles at the bases of outcrops support a number of ferns. Among these are the hairy lipfern (*Cheilanthes lanosa*) and the bluntlobe cliff fern (*Woodsia obtuse*); and

WHEREAS, some of the most unique and most endangered species on granite outcrops are those aquatic taxa that occur in the rock-rimmed pools. Perhaps the rarest of these is the quillwort (*I. tegetiformans*). Originally known from a single pool on one outcrop, its known range has been extended only to a handful of nearby sites in Georgia. Similarly, *Melanospora* sp., a genus of fungi, occurred on fewer than 20 outcrops in Georgia and South Carolina from

half of which it has already been extirpated. The slightly more widespread endemic snorkelwort (*A. pusillus*) is also recognized as a federally protected (threatened) species which has suffered significant habitat loss in this Century; and

WHEREAS, per the SWAP, the highest priority for management of granite outcrops is to preserve habitat and avoid disturbance. Efforts should be made to bring these important habitats into some kind of protection; and

WHEREAS, this Easement will establish a Surface Resource Protection Area (as defined in Section 8) that encompasses the surface granite outcrop area. This protection area will only permit low-impact outdoor recreation, education, nature observation and scientific studies; and

WHEREAS, exploring for, developing, and producing minerals and rocks in the form of coal mines, rock quarries, and sand and gravel pits can negatively affect species of greatest conservation need ("SGCN") as listed in the SWAP; and

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

WHEREAS, the preservation of the Property is determined to yield a "significant public benefit" under Treasury Regulation Section 1.170A-14(d)(4)(iv) due to the uniqueness of the Property to the area; and

WHEREAS, the preservation of open space (including farmland and forest land) where such preservation is pursuant to a clearly delineated Federal, State, or local governmental conservation policy and will yield a significant public benefit meets the conservation purpose of Section 170(h)(4)(A)(iii)(II) of the Code; and

WHEREAS, extraction of granite is the main threat to granite-associated biodiversity; and

WHEREAS, the history and geography of granite often means that a particular species may be restricted to a very small area (e.g. an individual cave or hill) such that even a single extractive operation or quarry can lead to a global extinction; and

WHEREAS, this Easement will establish a Subsurface Resource Protection Area (as defined in Section 8) protection zone that will forever sterilize the subsurface granite reserves to ensure that granite mining/extraction activities that are harmful to the existing biota never occur; and

WHEREAS, the mature oak-hickory-pine forest will be perpetually protected in its role as relatively natural habitat; and

WHEREAS, oak-hickory-pine forests formerly covered 50% to 75% of the region; most examples on fertile soils were eliminated by conversion to agricultural uses. Remaining examples are often found in rocky areas that were difficult to convert to agricultural fields. These forests typically include a variety of hardwood species such as white oak (*Quercus alba*), black oak (*Quercus velutina*), southern red oak (*Quercus falcata*), pignut hickory (*Carya glabra*), shagbark hickory (*Carya ovata*), mockernut hickory (*Carya tomentosa*), red maple (*Acer rubrum*), blackgum (*Nyssa sylvatica*), shortleaf pine (*Pinus echinata*), and loblolly pine (*Pinus taeda*), with dogwood (*Cornus florida*), rusty viburnum (*Viburnum rufidulum*), hog plum (*Prunus rivularis*), dwarf pawpaw (*Asimina parviflora*), and various hawbushes (*Viburnum* sp.) in the understory. American chestnut (*Castanea dentata*) was formerly a major component of the canopy. Examples over circumneutral soils influenced by mafic or ultramafic bedrock are often floristically richer, and may contain species such as Oglethorpe oak (*Quercus oglethorpensis*), basswood (*Tilia americana*), red mulberry (*Morus rubra*), redbud (*Cercis canadensis*), and fringetree (*Chionanthus virginicus*); and

WHEREAS, the Property lies along the Mississippi Migratory Flyway route. Many familiar songbirds such as warblers, vireos, orioles and tanagers are among those referred to as Neotropical migrants. These birds breed in North America and, utilizing the Mississippi Flyway, migrate to Mexico, Central and South America, and the Caribbean to spend the winter. Loss of habitat needed for wintering, breeding and as stopovers during migration has caused significant declines in numerous species. In Alabama, over 90 species of Neotropical migrants depend on the forests, thickets and fields as areas to rest and refuel during their long migrations; and

WHEREAS, this Easement will establish an Open Area (as defined in Section 8) protection zone that will only permit the following activities: 1) removal of trees and limbs which are fallen, dead, diseased or dangerous; and 2) low-impact outdoor recreation, education, nature observation, and scientific studies; and

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

WHEREAS, the specific Conservation Values are documented in an inventory of relevant features of the Property, dated on the 17th day of December, 2020 and are summarized in **Exhibit "B"** (the "Baseline Documentation Report") hereof, which the Parties agree it accurately represents the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement; and

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

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


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

WHEREAS, the Conservancy has received and there remains in full force and effect a determination letter from the Internal Revenue Service, dated July 9, 2015, a copy of which has been provided to Grantor, to the effect that the Conservancy is a "publicly supported" organization described in Section 509(a)(2) and Section 170(b)(1)(A)(viii) of the Code, and is not a private foundation within the meaning of Section 509(a) of the Code; and

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

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

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

1. Grant. Grantor, as an absolute charitable gift and for no monetary consideration, but only for the consideration of the covenants, mutual agreements, conditions, and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, does unconditionally and irrevocably hereby grant and convey unto the Conservancy, its successors and assigns, forever, a perpetual and irrevocable conservation easement, upon, over, and across the Property consisting of the rights and restrictions enumerated in this Easement. This Easement shall run with the land, shall constitute a binding servitude upon the Property, and shall be subject to prior reservations, easements, encumbrances and exceptions of record as set forth in **Exhibit "A"** herein. The grant of this Easement gives rise to a property right, immediately vested in the Conservancy. For the avoidance of doubt and notwithstanding anything to the contrary in this

Easement, the restrictions imposed by this Easement (1) shall remain on the Property forever and in perpetuity, and (2) are binding on all current and future owners and occupants of the Property.

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

2.1 Climate Change. In granting this Easement, Grantor and the Conservancy acknowledge the findings of 1) the Intergovernmental Panel on Climate Change ("IPCC") that the warming of the Earth's climate system is unequivocal, and that climate changes caused by global warming have already begun, and 2) the Berkeley Earth Surface Temperature Project that has determined a rise in land surface temperature of $0.87 \pm 0.05^{\circ} \text{C}$ (95% confidence interval) over the last 250 years. Grantor and the Conservancy agree that the occurrence of any climate change-caused impacts to the Property will not impair the validity of this Easement and shall not alone be considered grounds for the release, termination, or other extinguishment of this Easement whether in whole or in part.

2.2. Natural Acts. In granting this Easement, Grantor and the Conservancy mutually agree that nothing contained in this Easement shall be construed to entitle the Conservancy to bring any action against Grantor for any injury to, or change in, the Property resulting from natural causes beyond Grantor's control, including, but not limited to, fire, flood, storm, natural earth movements, or other natural events (collectively "Natural Causes"), or from any prudent action taken by Grantor in an emergency to prevent, abate, or mitigate significant injury or change to the Property resulting from such Natural Causes.

3. Baseline Documentation Report. The Parties acknowledge that the Baseline Documentation Report has been prepared by a person familiar with conservation easements, the Property, and the environs. The Baseline Documentation Report has been reviewed and approved by the Conservancy and Grantor as an accurate representation of the biological and physical condition of the Property at the time of the grant of this Easement. Grantor has retained a copy of the Baseline Documentation Report for its records and a copy of the Baseline Documentation Report is on file with the Conservancy and is attached as "**Exhibit B**".

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

4.1 the right to preserve and protect the Conservation Values and the Purpose of this Easement in perpetuity; and

4.2 the right to enter upon the Property at reasonable times, to inspect the Property thoroughly, to monitor Grantor's compliance with and otherwise enforce the Purpose of this Easement; provided that such entry shall be upon seventy-two (72) hours prior notice to Grantor,

except that no such notice shall be required in the event of an emergency or if the Conservancy reasonably believes that immediate entry upon the Property is essential to prevent or mitigate a violation of this Easement. The Conservancy shall not unreasonably interfere with Grantor's or Grantor's guests' and invitees' use and quiet enjoyment of the Property; and

4.3 the right to prevent any activity on or use of the Property that is inconsistent with the Purpose of this Easement, or which may have an adverse impact on the Conservation Values or the Purpose of this Easement, and to require the restoration of such areas or features of the Property that may be damaged by any activity or use with the exception of Natural Causes including the right to restore the Property to its condition as of the date hereof; and

4.4 the right to be notified in writing by Grantor, its heirs, successors, transferees or assigns, upon the exercising of the reserved rights as set forth in Section 6 and in Treasury Regulation 1.170A-14(g)(5)(ii); and

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

5. Prohibited Uses. Prohibited uses of the Property are specifically described in Sections 5.1 through 5.19. Notwithstanding anything herein to the contrary, any activity on or use of the Property that is inconsistent with the Purpose of this Easement is prohibited.

5.1 the change, disturbance, alteration, or impairment of the relatively natural habitat for plants, wildlife, or similar ecosystems within and upon the Property; and

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

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

5.4 the removal, destruction, or cutting of native vegetation, except as expressly provided herein in the Acceptable Development Areas and the Open Area as defined below; and

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

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

- 5.7 the exploration by Grantor, its heirs, successors, transferees or assigns, for or extraction of minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, or other materials on or below the surface of the Property. Notwithstanding anything in this Easement to the contrary, Grantor, its heirs, successors, transferees or assigns shall not transfer, lease or otherwise separate the minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, field stone, or other materials from the Property or otherwise conduct any activity that could conflict with or cause the violation of Treasury Regulations Section 1.170A-14(g)(4)(i); and
- 5.8 the use of any motorized vehicles off of accessways or trails now existing as defined in the Baseline Documentation Report, except as expressly provided herein in the Open Area as defined below; and
- 5.9 the accumulation, dumping or other disposal of trash, garbage, or other offensive refuse on the Property other than the collection and disposal of natural byproducts on the Property (including tree limbs and organic household compost materials) except as such collection and disposal is in accordance with applicable laws and regulations; and
- 5.10 the manipulation, diversion, or other alteration of stream(s); and
- 5.11 the degradation, pollution, or drainage of any surface or sub-surface waters; and
- 5.12 any use that would increase or substantially add to the risk of erosion as determined by historical and current scientific literature; and
- 5.13 any change in the topography of the Property through the placement therein of soil, landfill, dredging spoils, or other material except as incidental and necessary to the activities permitted herein in the Acceptable Development Areas and the Open Area; and
- 5.14 more than *de minimis* use for any recreational activity constituting commercial recreational activity within the meaning of Section 2031(c) of the Code; and
- 5.15 the transfer, encumbrance, lease, sale, or other separation of the water rights except as necessary and appropriate for the present and future occupation of human, faunal, and vegetational populations on the Property; and
- 5.16 the erection, construction, installation, relocation or use of a communication facility, a telecommunications facility, a network element or any other telecommunications facility, equipment or material that may be used for telecommunications or to provide such services except for low capacity personal services; and
- 5.17 the erection, construction, installation, relocation or use of utility lines or substations not necessary and directly related to uses of the Property permitted in this Easement; and
- 5.18 the erection, construction, installation, relocation or use of any lighting which interferes with wildlife on the Property; and

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

6. Reserved Rights. Grantor reserves to itself all rights accruing from its ownership of the Property, as such ownership shall be limited by the grant of this Easement, 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 Easement, including without limitation the rights and permitted uses set forth in Sections 7 and 8.

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

6.2 Beaver Management and Control. Beaver trapping/beaver population control, in a manner consistent with federal, state and local laws, are permitted on the Property. The Parties agree and acknowledge that a limited population of beaver may be desirable to maintain a sustainable wildlife population consistent with the condition of the habitat. Any non-game animal management procedures shall be consistent with sound wildlife control practices, as prepared by ADCNR, with control efforts undertaken and administered by a professionally trained individual.

6.3 Public Outdoor Recreational and Educational Activities. Grantor reserves the right to conduct public outdoor recreational activities, and educational activities related to such uses, including events to which members of the public are invited, that are subordinate to and directly supportive of the use of the Property for habitat and range management and enhancement activities and are consistent with the protection of the Conservation Values. Such activities may include but are not limited to:

- (a) outdoor recreational activities;
- (b) endangered species research and programs;
- (c) habitat and range management and enhancement;
- (d) natural resource conservation management;
- (e) air, water, and soil quality monitoring, research, and programs;
- (f) soil conservation and restoration;
- (g) conducting field trips, seminars, and workshop programs related to the Conservation Values;
- (h) the right to authorize the use of the Property by others for public outdoor recreational activities, and educational activities related to such uses, consistent with the Purpose of this Easement and the provisions of this Section 6.3.

7. Forest Carbon Services. Grantor shall hold, market, and transfer any and all rights related to forest carbon, including but not limited to mitigation credits and offsets, now present or existing in the future, and the right to report such mitigation credits or offsets to any relevant public or private regulatory/oversight body or registry whether pursuant to a voluntary system or one created by local, federal, or international law or regulation, which rights arise from or are generated by or from the Property on or after the date of this Easement (collectively the "Forest Carbon Services"). The Forest Carbon Services retained hereunder shall specifically include, but shall not be limited to, the right to hold, reserve, report, market, or retire any greenhouse gas mitigation credits or offsets that may be generated upon the Property, and other types of mitigation credits or offsets that arise from the production of forest carbon. Grantor shall have the absolute discretion in determining the purchaser(s) and/or recipient(s) of any Forest Carbon Services and the consideration for such Forest Carbon Services shall inure to the sole benefit of Grantor.

8. Permitted Uses. Permitted uses of the Property vary depending on where on the Property such use occurs as specifically indicated below. The Property is divided into four (4) principal areas all of which are depicted in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and generally described below:

Acceptable Development Areas (also referred to herein as "ADAs") – The areas in which 1) a single-family dwelling or structure with associated accessory building(s), 2) a main access road, and 3) secondary access road(s) may be placed. A total of three (3) Acceptable Development Areas will exist on the entire Property: 1) the Acceptable Development Area – Reserved Homesite, and 2) the Acceptable Development Area – Main Access Road, and 3) the Acceptable Development Area – Secondary Access Road.

- The Acceptable Development Area – Reserved Homesite will consist of a circle with a radius of 118 feet (36 meters) that encompasses a total area of approximately one acre (4,046 meters²). There will be a maximum total of one (1) reserved homesite on the entire property with the location specifically identified in *Section XI* of the Baseline Documentation Report.
- The Acceptable Development Area – Main Access Road will consist of a linear buffer of approximately 40 feet (12.19 meters) ultimately extending from Copperhead Road and proximally extending from an adjacent parcel to the northwest into the interior of the Property. The linear buffer will originate from the approximate centerline of the existing main access road, as specifically identified in *Section XI* of the Baseline Documentation Report, and will extend 20 feet (6.08 meters) to either side.
- The Acceptable Development Area – Secondary Access Road will consist of a linear buffer of approximately 30 feet (9.14 meters) extending from the centerline of the existing secondary access road, as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, and will extend 15 feet (4.57 meters) to either side.

Surface Resource Protection Areas (also referred to herein as "Surface RPAs") – The areas which contain unique or special natural features including, but not limited to, streams, ponds, wetlands, marshes, or steep slopes and their supporting buffer lands, and in which this Easement excludes the construction or placement of permanent or temporary buildings and anthropogenic perturbations (manmade disturbances). A total of three (3) Surface Resource Protection Areas will exist on the entire Property: 1) the Surface Resource Protection Area – Beaverdam Creek, and 2) the Surface Resource Protection Area – Unnamed Headwaters of Beaverdam Creek, and 3) the Surface Resource Protection Area – Granite Outcrops.

- The Surface Resource Protection Area – Beaverdam Creek will consist of a linear buffer of approximately 100 feet (30.48 meters). This linear buffer will originate from the approximate highwater line of Beaverdam Creek as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend towards the interior of the Property for 100 feet (30.48 meters).
- The Surface Resource Protection Area – Unnamed Headwaters of Beaverdam Creek will consist of linear buffers of approximately 200 feet (60.96 meters). These linear buffers will originate from the approximate center of the respective unnamed headwater of Beaverdam Creek as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend towards either side of that respective aquatic feature for 100 feet (30.48 meters).
- The Surface Resource Protection Area – Granite Outcrops will consist of a polygonal protection area that will encompass any and all surface granite outcrops including those specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report.

Subsurface Resource Protection Area (also referred to herein as "Subsurface RPA") – The area which is defined as bedrock and placer minerals (specifically granite aggregate), coal, oil, natural gas, coalbed methane and geothermal resources but does not include groundwater resources.

- The Subsurface Resource Protection Area will consist of a polygonal buffer, originating at the surface of the Earth, that has a boundary equal to the perimeter of the Property as defined in **Exhibit "A"** and as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and radiates downward until it reaches the core of the Earth.

Open Area (also referred to herein as an "OA") – The remainder of the Property, after excluding the Acceptable Development Areas and the Surface Resource Protection Areas, in which this Easement excludes various anthropogenic perturbations set forth in Section 5 (entitled "Prohibited Uses"), Subsections 5.1 – 5.19 and allows activities set forth in Subsections 8.4, 8.4.A, 8.4.B, 8.4.C, 8.4.D, 8.4.E, 8.4.F and 8.4.G (entitled "Open Area").

8.1 Acceptable Development Areas. Notwithstanding anything herein which may be interpreted to the contrary, (1) no development is permitted if such use or activity will materially impair or

interfere with the Conservation Values or the Purpose of this Easement, and (2) the ADA boundaries shall not be modified. The following activities are permitted within each Acceptable Development Area to the extent indicated provided that, unless otherwise noted, Grantor notifies the Conservancy in writing no later than sixty (60) working days prior to exercising the prescribed permitted uses.

8.1.A Acceptable Development Area – Reserved Homesite. With prior written notice to the Conservancy, Grantor may construct, maintain, repair, remove, enlarge, or replace one (1) single-family residential main structure and its improvements within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as Acceptable Development Area – Reserved Homesite. There will be a maximum total of one (1) reserved homesite on the entire property. Said reserved homesite, accessory buildings and improvements shall be located completely within the corresponding ADA – Reserved Homesite. Accessory buildings and improvements associated with the residence may include garages, carports and storage sheds. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.A.i Building Restrictions. With prior written notice to the Conservancy, Grantor may construct, maintain, repair, or replace one (1) single-family dwelling within the area depicted in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as ADA – Reserved Homesite. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

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

8.1.A.iii Access Road. Without prior written permission from or notice to the Conservancy, Grantor may construct, pave, maintain, improve, repair, remove, enlarge or replace one (1) access road within the respective ADA – Reserved Homesite. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

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

8.1.B Acceptable Development Area – Main Access Road. Without prior written permission from or notice to the Conservancy, Grantor may construct, maintain, improve, repair, remove, enlarge or replace the main access road, within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as ADA – Main Access Road. Said improvements shall be located completely within the corresponding ADA – Main Access Road.

8.1.C Acceptable Development Area – Secondary Access Road(s). With prior written notice to the Conservancy, Grantor may maintain, improve, repair, remove, enlarge or replace any secondary access roads within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as ADA – Secondary Access Road(s). No portion of any secondary access road shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material except for steep slope areas that may require additional hardening of the surface to reduce erosion. Said improvements shall be located completely within the corresponding ADA – Secondary Access Road(s). The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any area of the Property disturbed by activity pursuant to temporary easements and permission to access any area of the Property in connection with such permissions must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2 Surface Resource Protection Areas. The following activities are permitted within the Surface Resource Protection Areas to the extent indicated.

8.2.A Fences. Without prior written permission from or notice to the Conservancy, Grantor may maintain, improve, repair, remove, enlarge, or replace existing fences in the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Surface Resource Protection Areas for purposes of preventing trespass on the Property. With prior written notice to the Conservancy, Grantor may construct new fences in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as Surface Resource Protection Area – Granite Outcrops, for the purpose of exclusion of potential disturbance from the granite outcrop habitat.

8.2.B Water Resources. Without prior written permission from or notice to the Conservancy, Grantor may utilize water sources, courses, and bodies within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Surface Resource Protection Areas so long as such usage is in accordance with local, state and federal laws and shall be consistent with sound agricultural practices and a current NRCS conservation plan, or its equivalent, as prepared by the USDA or similar agency. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the

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

8.2.C Control of Exotic Species. Without prior written notice to the Conservancy, Grantor may manage the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as the Surface Resource Protection Areas for intrusion of exotic species provided that all such cuttings and vegetation management shall be conducted in a manner that minimizes damage to the Property, and so long as these activities preserve the value of the Surface Resource Protection Areas as high priority habitat, wildlife habitat, riparian buffer, aquatic ecosystem, and preserves the Conservation Values. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values. Under no circumstance will any herbicides be used in or around the Surface Resource Protection Area – Granite Outcrops due to the potential presence of vernal pools/solution pits.

8.2.D Hunting Stands and Platforms. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain hunting stands and platforms within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Surface Resource Protection Areas provided that such accessories are erected and maintained in a manner that minimizes damage to the Property, and so long as these activities preserve the value of the Surface Resource Protection Areas as wildlife habitat, riparian buffer, and aquatic ecosystem. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances for permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

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

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

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

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

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

8.2.F All-Terrain Vehicle Access. Without prior written permission from or notice to the Conservancy, Grantor may permit the temporary use of all-terrain vehicles within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Surface Resource Protection Areas so long as under no circumstances will all-terrain vehicles be allowed to traverse flat rock exposures of granite in the Surface Resource Protection Area – Granite Outcrops due to 1) the extreme sensitivity of the plant species potentially inhabiting the area, and 2) the potential presence of vernal pools/solution pits.

8.2.G Recreation and Educational Usages. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Surface Resource Protection Areas for low-impact outdoor recreation, education, nature observation and scientific study, so long as these activities preserve the value of the Surface Resource Protection Areas as high priority habitat, wildlife habitat, riparian buffer and aquatic ecosystem, and do not materially diminish or impair the Conservation Values.

8.2.H Carbon Credits. Grantor shall retain all rights, benefits, privileges and credits related to carbon sequestration in the above ground and below ground biomass, and the soil of the Surface Resource Protection Areas.

8.3 Subsurface Resource Protection Area. The exploration for, or extraction of, placer minerals (specifically granite aggregate), coal, soils, sands, gravel, or rock below the surface of the Property is strictly prohibited. Grantor shall not grant any extraction rights of placer minerals (specifically granite aggregate), coal, soils, sands, gravel, or rock in or on the Property, and Grantor shall not grant any right of access to the Property to conduct exploration or extraction activities for placer minerals (specifically granite aggregate), coal, soils, sands, gravel, or rock in or on the Property. A priority objective of this Easement is to forever sterilize the subsurface granite reserves to ensure that granite mining/extraction activities that are harmful to the existing biota never occur.

8.3.A Oil/Gas Drilling. The exploration for, or extraction of, oil and/or gas below the surface of the Property is strictly prohibited. Grantor shall not grant any extraction rights of oil and/or gas in or on the Property, and Grantor shall not grant any right of access to the Property to conduct exploration or extraction activities for oil and/or gas in or on the Property.

8.3.B Carbon Credits. Grantor shall retain all rights, benefits, privileges, and credits related to carbon sequestration in the Subsurface Resource Protection Area.

8.4 Open Area. The following activities are permitted within the Open Area to the extent indicated.

8.4.A Fences. With prior written notice to the Conservancy, Grantor may construct new fences, or maintain, repair or replace existing fences shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Open Area for purposes of preventing trespass on the Property.

8.4.B Trails. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain a foot trail anywhere in the Open Area for outdoor recreation and education.

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

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

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

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

8.4.C Hunting Stands and Platforms. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain hunting stands and platforms within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as Open Area provided that such accessories are erected and maintained in a manner that minimizes damage to the Property, and so long as these activities preserve the value of the Open Area as wildlife habitat. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any area of the Property disturbed by activity pursuant to temporary easements and permission to access any area of the Property in connection with such permissions must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.4.D Wildlife Green Area/Food Plot. Without prior written permission from or notice to the Conservancy, Grantor may establish, maintain, and cultivate one (1) wildlife green area/food plot within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Open Area so long as this activity preserves the value of the Open Areas as critical wildlife habitat. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.4.E Cutting and Clearing Trees. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Conservation Easement Map in *Section XI*

of the Baseline Documentation Report, as Open Area, to 1) remove trees and limbs which are fallen, dead, diseased or dangerous; and (2) selectively cut dead or dying trees for firewood to be used on the premises, limited to preserve the value of the Open Area as high priority habitat. Under no circumstances will any mature oaks (*Quercus* sp.), hickories (*Carya* sp.) or pines (*Pinus* sp.) that are deemed to be in good health be harvested from the Property.

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

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

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

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

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

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

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

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

10.5 No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law,

regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders;

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

11. Notice of Intention to Undertake Certain Permitted Actions. Unless otherwise stated therein, Grantor will notify the Conservancy of its intention to engage in an activity reserved in Section 8 of this Easement. Notwithstanding anything herein to the contrary, Grantor is required to notify the Conservancy prior to exercising any reserved right as required under a literal reading of Treasury Regulation Section 1.170A-14(g)(5)(ii). Any such notice must be given at least sixty (60) days before the commencement of the activity. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Conservancy to make an informed judgment as to its consistency with the Purpose of this Easement. Continuation of existing or previously approved practices and uses, upkeep, completion, and repair of existing structures, roads and trails shall not require notice.

12. The Conservancy's Approval. The Conservancy shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefore under Sections 6 and 8 of this Easement. Failure of the Conservancy to respond in writing within such sixty (60) days shall be deemed to constitute denial by the Conservancy of any such request submitted for approval.

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

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

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

13.1.A Purpose. The purpose of the mediation is to: (1) promote discussion between the Parties; (2) assist the Parties to develop and exchange pertinent information concerning the issues in dispute; and (3) assist the Parties to develop proposals which will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or *de facto* modification or amendment of the terms, conditions, or restrictions of this Easement.

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

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

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

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

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

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

13.2.C If Grantor, after commencing to restore the Property to its condition prior to a violation, fails to diligently cure the violation within a reasonable amount of time.

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

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

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

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

13.7 *The Conservancy's Discretion.* Enforcement of the terms of this Easement shall be at the sole discretion of the Conservancy, and any forbearance by the Conservancy to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not

be deemed or construed to be a waiver by the Conservancy of such term or subsequent breach of the same or any other term of this Easement or of any of the Conservancy's rights under this Easement. No delay or omission by the Conservancy in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

13.8 *Forbearance Not a Waiver.* Any forbearance by the Conservancy to exercise its rights under this Easement in the event of any violation of this Easement shall not be deemed or construed to be a waiver by the Conservancy of such violation or another violation of this Easement or of any of Conservancy's rights under this Easement. No delay or omission by the Conservancy in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

13.9 *Acts Beyond Grantor's Control.* Nothing contained in this Easement shall be construed to entitle the Conservancy to bring any action against Grantor for any injury to or change in the Property resulting from Natural Causes, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property or person(s) resulting from such Natural Causes. Grantor is not responsible for acts of third parties who are out of Grantor's control, except that Grantor is responsible for guests and other third parties authorized by Grantor to access the Property.

14. Costs, Liabilities, Taxes, and Environmental Compliance.

14.1. *Costs, Legal Requirements, and Liabilities.* Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate insurance coverage, which may be under Grantor's homeowner's policy. On reasonable request, Grantor will furnish a certificate of insurance or a copy of the insurance policy evidencing such insurance.

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

14.3 *Remediation.* If, at any time, there occurs, or has occurred, a release in, on, or about the 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, soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to ensure its containment and remediation, including cleanup that may be required, unless the release was caused by the Conservancy, in which case the Conservancy shall be responsible therefore.

14.4 *Control.* Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Conservancy to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's permissible 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 (the "CERCLA"), and any Alabama state law counterpart.

14.5 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Conservancy and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any Property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence, intentional misconduct, or knowing violation of the law or this Easement, of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any federal, state, or local law, regulation, requirement, including, without limitation, the CERCLA, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence or release of hazardous or toxic substances in, on, from, under or about the Property at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless solely caused by any of the Indemnified Parties; (4) tax benefits or consequences of any kind which result or do not result from entering into this Easement; and (5) the obligations, covenants, representations and warranties of Section 10.1 through Section 10.6.

15. Vesting of Real Property Interest and Allocation of Proceeds Following Judicial Extinguishment or Condemnation. The donation of this Easement gives rise to a property right, immediately vested in the Conservancy, which has a fair market value that is at least equal to the proportionate value that this Easement bears on the date hereof to the fair market value of the Property as 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 Easement (the Purpose of this 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 Conservancy, 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 for such judicial conversion without regard to the terms of this Easement. Such portion of the proceeds allocable to the Conservancy shall be used by the Conservancy in a manner consistent with the Purpose of this 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 Conservancy 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 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).

16. Assignment. This Easement is transferable, but the Conservancy may assign its rights and obligations under this Easement only to a "qualified organization" that is deemed to be so qualified at the time of transfer under Section 170(h) of the Code. As a condition precedent to such transfer, the Conservancy shall require its successors and assigns to enter into a specific written agreement to be bound by this Easement, which written agreement shall state that the Purpose this Easement is intended to advance shall continue to be carried out by such transferee. The Conservancy shall provide Grantor at least sixty (60) days advance notice of any assignments, so that Grantor can determine whether the proposed assignee satisfies the criteria of this Section 16. Grantor's prior written consent to assignment is necessary to make the assignment effective, and the Conservancy shall not assign its rights hereunder without Grantor's prior written consent.

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

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

Grantor: E & L Land Company, LLC
Mr. Joshua Everts
420 1st Street North
Alabaster, Alabama 35007
email: joshua.everts@gmail.com

To Conservancy: Pelican Coast Conservancy, Inc.
Attn: Dr. Robert D. Keller, Chief Executive Officer
403 Conti Street
Mobile, Alabama 36602
email: rkeller@pelicancoastconservancy.org

With a copy to: Phil M. Landrum, III
Landrum & Landrum Attorneys
95 Stegall Drive
Jasper, Georgia 30143
email: phil@landrumandlandrum.com

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

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

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

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

22. General Provisions.

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

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

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

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

22.5 *Severability.* If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

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

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

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

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

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

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

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

22.13 *No Extinguishment Through Merger.* Any deed, transfer, or assignment of any fee title interest in the Property to the Conservancy or any successor holder of this Easement shall be void *ab initio* if it results in the merger of this Easement with the fee title interest in the Property in accordance with applicable law. The provisions of this Section 22.13 are intended to prevent such merger. The provisions of this Section 22.13 shall apply, and shall be construed to apply, to the Conservancy as holder, and to any successor holder organizations.

22.14 Executory Limitation. If the Conservancy dissolves, ceases to exist, is unable or unwilling to carry out its responsibilities under this Easement, or no longer qualifies 1) under Section 170(h) of the Code, or 2) is no longer authorized to acquire and hold conservation easements under Alabama law, then the Conservancy shall have the right, subject to the provisions of Section 16 herein, to transfer the conservation easement created by this Easement, and the rights and obligations hereunder, to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code, but only if the agency or organization expressly agrees to assume the responsibility imposed on the Conservancy by this Easement. If the Conservancy dissolves, ceases to exist, is unable or unwilling to carry out its responsibilities under this Easement, or no longer qualifies 1) under Section 170(h) of the Code, or 2) as authorized to acquire and hold conservation easements under Alabama law, and a transfer has not been made pursuant to the foregoing sentence, then the rights and obligations under this Easement shall vest in such organization as a court of competent jurisdiction shall direct pursuant to applicable Alabama state law and consistent with the requirements for an assignment pursuant to Section 16.

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

24. No Goods or Services. Grantor and the Conservancy acknowledge that no goods or services or other consideration have been provided by the Conservancy to Grantor as consideration for this Easement, and the Conservancy will provide Grantor with a separate letter so stating, pursuant to the requirements of Section 170(f)(8) of the Code.



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

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

GRANTOR:

E & L LAND COMPANY, LLC,
an Alabama limited liability company

By: _____

Joshua Everts,
Its Manager

Signed, sealed and delivered in the presence of:

C. S. G. G.

Unofficial Witness

Cris H. Nelson

Notary Public

[AFFIX NOTARIAL SEAL & STAMP]



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Shelby Cnty Judge of Probate, AL
12/17/2020 04:13:23 PM FILED/CERT

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

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

CONSERVANCY:

PELICAN COAST CONSERVANCY, INC.,
an Alabama nonprofit corporation

By: _____

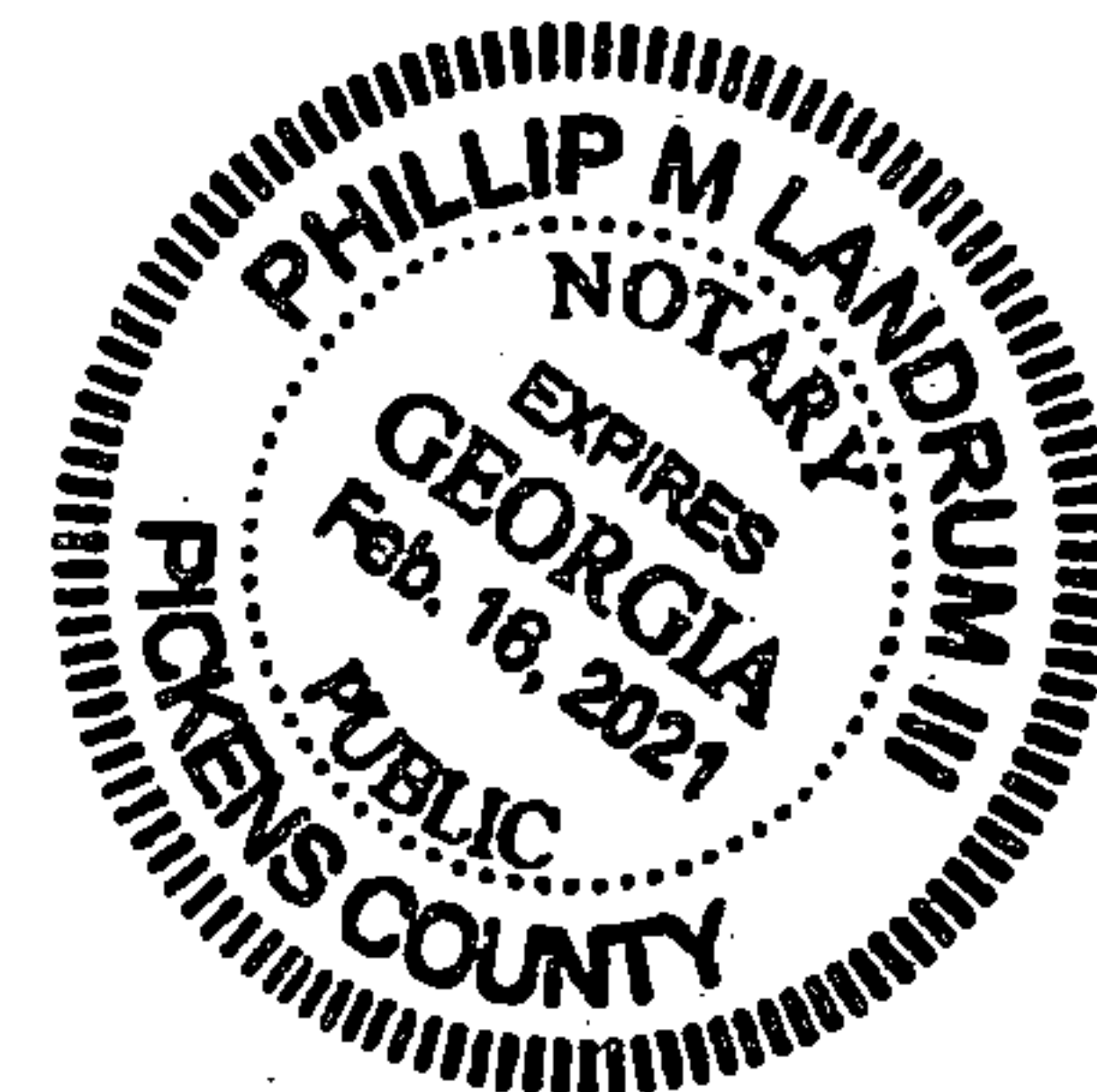
Robert D. Keller, Ph.D
Its Chief Executive Officer

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

[AFFIX NOTARIAL SEAL & STAMP]



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Exhibit "A"
Legal Description for E & L Land Company, LLC

A parcel of land situated in the N 1/2 of the SW 1/4, and the SE 1/4 of the NW 1/4 of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the SW corner of the SE 1/4 of the NW 1/4 of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama; thence N 00°27'40" W a distance of 547.64 feet; thence North 48 degrees 03 minutes 02 seconds East a distance of 332.38 feet to a point in the Centerline of Beaverdam Creek; thence along the centerline of Beaverdam Creek the following bearings and distances: South 39 degrees 30 minutes 25 seconds East a distance of 29.86 feet; South 67 degrees 57 minutes 16 seconds East a distance of 64.19 feet; North 84 degrees 40 minutes 30 seconds East a distance of 284.00 feet; South 73 degrees 58 minutes 02 seconds East a distance of 174.50 feet; South 45 degrees 45 minutes 35 seconds East a distance of 149.53 feet; South 69 degrees 07 minutes 33 seconds East a distance of 113.08 feet to a point in the centerline of a branch; thence along the centerline of said branch the following bearings and distances: South 04 degrees 43 minutes 07 seconds East a distance of 64.17 feet; South 67 degrees 39 minutes 45 seconds East a distance of 65.48 feet; South 01 degrees 26 minutes 28 seconds West a distance of 383.31 feet; thence South 54 degrees 56 minutes 35 seconds West and leaving said centerline a distance of 992.53 feet; thence South 76 degrees 34 minutes 16 seconds West a distance of 779.59 feet to a point in the centerline of Copperhead Road (prescriptive right of way); thence North 49 degrees 52 minutes 52 seconds West along said centerline a distance of 293.28 feet; thence North 40 degrees 01 minutes 56 seconds East and leaving said centerline a distance of 214.38 feet; thence North 78 degrees 10 minutes 24 seconds East a distance of 484.09 feet; thence North 33 degrees 35 minutes 33 seconds East a distance of 257.62 feet to the POINT OF BEGINNING.



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Exhibit "B"

FINAL REPORT
(PCC ACCOUNT NO. E202004P)

PREPARED FOR:
E & L LAND COMPANY, LLC
17 DECEMBER 2020



*403 Conti Street
Mobile, Alabama 36602
(251) 222-8959*



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Baseline Documentation Report (E & L Land Company, LLC)

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Introduction

The purpose of this baseline documentation report is to ascertain the conservation values of 28.53 acres of certain real property located off Copperhead Road in Helena, Alabama 35080 constituting tax parcel #13 8 33 0 000 029.018 in Shelby County, Alabama registered in the name of E & L Land Company, LLC. It is the intent of the landowner(s) to place a conservation easement on the aforementioned property, and to donate this easement as a charitable gift to the Pelican Coast Conservancy. Per instructions in United States Treasury Regulation 1.170A-14(g)(5)(i), this report will provide data sufficient "to establish the condition of the property at the time of the gift."

Conservation Values

The Property in its present state is undeveloped, and possesses significant recreational, educational, natural, aesthetic, watershed, wildlife, forest, open space, aquatic and terrestrial plant habitat features, including, without limitation, a mature oak-hickory-pine forests located on rolling Southern Sandstone Ridges subregion slopes of the Ridge and Valley ecoregion leading to 1) one second-order freshwater stream (Beaverdam Creek) with associated riparian buffers and wetland areas, and 2) four first-order freshwater streams (unnamed headwaters of Beaverdam Creek) with associated springheads, spring runs, riparian buffers and wetland areas. In addition, the Property contains high-priority Ridge and Valley granite outcrop habitat of both the monadnock (rise above the ground) and flat rock exposure varieties (collectively, and together with the preceding sentence, the "Conservation Values") that are of great importance to the Conservancy, the people of Shelby County, and the people of the State of Alabama, and are worthy of preservation.

The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, meets the conservation purpose of Section 170(h)(4)(A)(ii) of the Internal Revenue Code of 1986, as amended (the "Code").

Beaverdam Creek, which forms the northeastern boundary of the Property for a linear distance of approximately 1,231 feet (375 meters), is situated in the Cahaba River Basin, and is located in central Alabama (United States Geological Survey ("USGS") Hydrologic Unit Code ("HUC") 03150202). Alabama's Best Management Practices for Forestry (2007) puts forth that "in no cases should stream management zone be less than 35 feet from a definable bank". Shelby County Planning Regulations are in accordance with the state minimum standards. Current scientific research (Hilty and Merelender 2004, Semlitsch and Bodie 2003, Jones et al. 1999) concludes that the level of protection now mandated by the State of Alabama and Shelby County may be inadequate. In order to provide the necessary protection of the critical riparian habitat for all species, the protective riparian buffer should be much greater than 35 feet (Semlitsch and Bodie 2003).

Improving water quality is identified as a conservation action that will benefit Alabama's rivers, streams and freshwater ecosystems in the Ridge and Valley ecoregion in the *Conserving Alabama's Wildlife; A Comprehensive Strategy* (now called the State

Wildlife Action Plan ("SWAP")). The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code promotes the SWAP by providing for permanently protected high priority habitat on private land. The SWAP was promulgated by the Alabama Department of Conservation and Natural Resources ("ADCNR"), Division of Wildlife and Freshwater Fishes, and conservation partners including the U.S. Fish and Wildlife Service ("USFWS") to protect the biological diversity of Alabama.

The four unnamed headwaters of Beaverdam Creek, which arise on and transect the Property for a linear distance of approximately 7,419 feet (2,261 meters), are also situated in the Cahaba River Basin.

Headwater systems are identified as high priority sites and landscape features of the Ridge and Valley ecoregion in the SWAP. The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code. Protection of the Property promotes the SWAP by providing for permanently protected high priority habitat on private land.

Headwater systems offer a range of habitats that can support an abundance and diversity of species, depending on water depth and seasonality of flows, hydrologic regime, temperature, water chemistry, substrate types, and connectivity to downstream systems. Biodiversity will be influenced by the presence of species unique to headwater systems and whether connectivity allows species that seasonally use headwaters for particular life history stages (e.g., spawning, nursery areas) to move upstream from larger streams. Headwater systems, especially those associated with springs and seeps, are likely to have a high diversity of insects, especially those genera with an aquatic life history cycle.

Land conservation or preservation of the headwater system can serve numerous purposes in the face of anticipated climate change, but above all, it promotes ecosystem resilience, such as: protecting watersheds for clean water, flood attenuation, and decreased erosion and sedimentation; providing ecological corridors for species movement throughout the landscape in response to changing habitats; preserving existing habitats to help prevent forced migration.

The USFWS, in conjunction with ADCNR and the Geological Survey of Alabama have selected watersheds and river segments in the five Hydrologic Unit Code – 4 subregions in Alabama to focus conservation activities for managing, protecting, restoring, and recovering populations of rare fishes, mussels, snails, and crayfishes. These Strategic Habitat Units ("SHUs") and Strategic River Reach Units ("SRRUs") include a substantial part of Alabama's remaining high-quality rivers and streams and reflect the variety of small stream to large river habitats occupied by these species historically and/or currently.

The SHUs were selected based on best available information about the essential habitat components required by these aquatic species including: (1) geomorphically stable stream and river channels; (2) stream flow regimes that support normal behavior, growth, and

survival of the animals; (3) acceptable water-quality conditions necessary for normal behavior, growth, and viability of all life stages of the animals; (4) a diversity of channel substrate types, with minimal amounts of fine sediment and filamentous algae; (5) for mussels, the presence of fish hosts with adequate living, foraging, and spawning areas. (6) few or no competitive or predaceous nonnative species. The SRRUs were selected based on the historical and/or current presence of rare species and include river reaches where species restoration and recovery actions are planned for the future or are already underway.

The purpose of designating SHUs and SRRUs is to facilitate and coordinate watershed management and restoration efforts as well as to focus funding to address habitat and water quality issues. All of the SHUs currently support one or multiple federally listed species and/or critical habitat designated by the USFWS.

Beaverdam Creek and its unnamed headwaters are located in the Cahaba River SHU.

The Cahaba River is identified as a priority area for conservation action in the SWAP. The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code promotes the SWAP by providing for permanently protected high priority habitat on private land.

Beaver (*Castor canadensis*) lodges, dams, and tree-felling activities have been observed in the Beaverdam Creek area.

Beavers produce excellent habitat for many species of wildlife. Waterfowl, furbearers, fish, reptiles and amphibians all benefit from the beaver's presence. The wood duck (*Aix sponsa*) is very fond of beaver ponds. These areas are important nesting areas because they provide an abundance of food for the hen and brood.

This Easement will establish a 100-foot (30.48 meter) riparian buffer Surface Resource Protection Area (as defined in Section 8) around the entire course transect of Beaverdam Creek and its unnamed headwaters. These natural buffers will only permit low-impact outdoor recreation, education, nature observation and scientific studies.

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

Greatly increasing protection measures of the State of Alabama and Shelby County will accomplish various environmental goals and will yield a "significant public benefit" under Treasury Regulation Section 1.170A-14(d)(4)(iv).

The preservation of open space (including farmland and forest land) where such preservation is pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant public benefit, meets the conservation purpose of Section 170(h)(4)(A)(iii)(II) of the Code.

The Property has large surface and subsurface deposits of granite.

Naturally treeless areas, referred to as glades and prairies in the SWAP, support plants and animals not typically found in adjacent forested areas. Glades, sometimes called barrens, are open habitats dominated by herbaceous plant communities occurring on uplands that are typically situated on the thin soils of bedrock. Bare rock outcrops (granite and limestone) may also be present. Historically they have had little agricultural value but have been used as rough pasture areas, homesites, quarries, and dumps. Limestone (calcareous) glades and barrens are the most widespread type in Alabama, particularly in the Interior Plateau ecoregion, but glades and barrens also form over sandstone, granite, and other bedrock in the Southwestern Appalachians and Ridge and Valley ecoregions. The absence of a tree canopy exposes the ground to considerable sunlight usually resulting in very hot surface temperatures in summer. The thin soils often hold little water and produce a highly xeric habitat that is inhabited by highly adapted plant and animal species. Although few vertebrate wildlife species are dependent upon glades and barrens, these habitats support a high number of endemic plants (Wyatt and Allison 2000). Representative high-quality limestone glade sites include Bibb County Glade Preserve and Prairie Grove Glades Preserve (Lawrence County); sandstone glade sites include Little River Canyon (DeKalb and Cherokee Counties) and Guntersville State Park (Marshall County). As of early 2017, there were no permanently protected granite outcrops in the State of Alabama.

Granite outcrops host unique microhabitats that are characterized by a granitic substrate with pockets of acidic, nutrient-poor mineral soil. These harsh environments can fluctuate between hydric and xeric several times a year. Vernal pools, or solution pits, are shallow, flat-bottomed depressions where water collects after a rain. These pools are formed naturally by erosion over millions of years and are home to several high priority species that are severely restricted in their range including mat-forming quillwort (*Isoetes tegetiformans*), black-spored quillwort (*Isoetes melanospora*), and snorkelwort (*Amphianthus pusillus*).

Specific threats to these habitats include destruction of habitat from quarrying activities, recreational use (trail bicycles, off-road traffic, littering, vandalism, fire building, overuse for education), eutrophication resulting from conversion of habitat to pasture (cattle waste adds nutrients that favor competing vegetation), pollution (dumping of trash and airborne deposition), invasive exotic species, and shading due to tree growth.

Prior to European settlement, glades and barrens were more widespread in the State of Alabama. By the end of the 20th Century, these treeless areas were greatly reduced because of their conversion to agriculture, quarrying, altered fire regimes, and the extirpation of two large native grazers: the bison (*Bison bison*) and eastern elk (*Cervus canadensis canadensis*). Only remnant patches (perhaps less than 1%) of habitat remained intact by the start of the next century because most of the region's fertile soils had been converted to agriculture. Historically, a combination of controlled fire and grazing (first by native ungulates and then by free-ranging cattle) kept the glade and

prairie habitat intact. Range enclosure and fire suppression changed the dynamics of the landscape and the coverage of the habitat by fire-intolerant woody species has increased.

Seepage areas on the outcrops afford habitat for a few unusual wetland Species such as peat moss (*Sphagnum cyclophyllum*), Ridge and Valley false pimpernel (*Lindernia monticola*), and bladderworts (*Utricularia* spp). Rock crevices and rubble piles at the bases of outcrops support a number of ferns. Among these are the hairy lipfern (*Cheilanthes lanosa*) and the bluntlobe cliff fern (*Woodsia obtuse*).

Some of the most unique and most endangered species on granite outcrops are those aquatic taxa that occur in the rock-rimmed pools. Perhaps the rarest of these is the quillwort (*I. tegetiformans*). Originally known from a single pool on one outcrop, its known range has been extended only to a handful of nearby sites in Georgia. Similarly, *Melanospora* sp., a genus of fungi, occurred on fewer than 20 outcrops in Georgia and South Carolina from half of which it has already been extirpated. The slightly more widespread endemic snorkelwort (*A. pusillus*) is also recognized as a federally protected (threatened) species which has suffered significant habitat loss in this Century.

Per the SWAP, the highest priority for management of granite outcrops is to preserve habitat and avoid disturbance. Efforts should be made to bring these important habitats into some kind of protection.

This Easement will establish a Surface Resource Protection Area (as defined in Section 8) that encompasses the surface granite outcrop area. This protection area will only permit low-impact outdoor recreation, education, nature observation and scientific studies.

Exploring for, developing, and producing minerals and rocks in the form of coal mines, rock quarries, and sand and gravel pits can negatively affect species of greatest conservation need ("SGCN") as listed in the SWAP.

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

The preservation of the Property is determined to yield a "significant public benefit" under Treasury Regulation Section 1.170A-14(d)(4)(iv) due to the uniqueness of the Property to the area.

The preservation of open space (including farmland and forest land) where such preservation is pursuant to a clearly delineated Federal, State, or local governmental conservation policy and will yield a significant public benefit meets the conservation purpose of Section 170(h)(4)(A)(iii)(II) of the Code.

Extraction of granite is the main threat to granite-associated biodiversity.

The history and geography of granite often means that a particular species may be restricted to a very small area (e.g. an individual cave or hill) such that even a single extractive operation or quarry can lead to a global extinction.

This Easement will establish a Subsurface Resource Protection Area (as defined in Section 8) protection zone that will forever sterilize the subsurface granite reserves to ensure that granite mining/extraction activities that are harmful to the existing biota never occur.

The mature oak-hickory-pine forest will be perpetually protected in its role as relatively natural habitat.

Oak-hickory-pine forests formerly covered 50% to 75% of the region; most examples on fertile soils were eliminated by conversion to agricultural uses. Remaining examples are often found in rocky areas that were difficult to convert to agricultural fields. These forests typically include a variety of hardwood species such as white oak (*Quercus alba*), black oak (*Quercus velutina*), southern red oak (*Quercus falcata*), pignut hickory (*Carya glabra*), shagbark hickory (*Carya ovata*), mockernut hickory (*Carya tomentosa*), red maple (*Acer rubrum*), blackgum (*Nyssa sylvatica*), shortleaf pine (*Pinus echinata*), and loblolly pine (*Pinus taeda*), with dogwood (*Cornus florida*), rusty viburnum (*Viburnum rufidulum*), hog plum (*Prunus rivularis*), dwarf pawpaw (*Asimina parviflora*), and various hawbushes (*Viburnum* sp.) in the understory. American chestnut (*Castanea dentata*) was formerly a major component of the canopy. Examples over circumneutral soils influenced by mafic or ultramafic bedrock are often floristically richer, and may contain species such as Oglethorpe oak (*Quercus oglethorpensis*), basswood (*Tilia americana*), red mulberry (*Morus rubra*), redbud (*Cercis canadensis*), and fringetree (*Chionanthus virginicus*).

The Property lies along the Mississippi Migratory Flyway route. Many familiar songbirds such as warblers, vireos, orioles and tanagers are among those referred to as Neotropical migrants. These birds breed in North America and, utilizing the Mississippi Flyway, migrate to Mexico, Central and South America, and the Caribbean to spend the winter. Loss of habitat needed for wintering, breeding and as stopovers during migration has caused significant declines in numerous species. In Alabama, over 90 species of Neotropical migrants depend on the forests, thickets and fields as areas to rest and refuel during their long migrations.

This Easement will establish an Open Area (as defined in Section 8) protection zone that will only permit the following activities: 1) removal of trees and limbs which are fallen, dead, diseased or dangerous. 2) low-impact outdoor recreation, education, nature observation, and scientific studies.

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

Historical and Current Description of Property

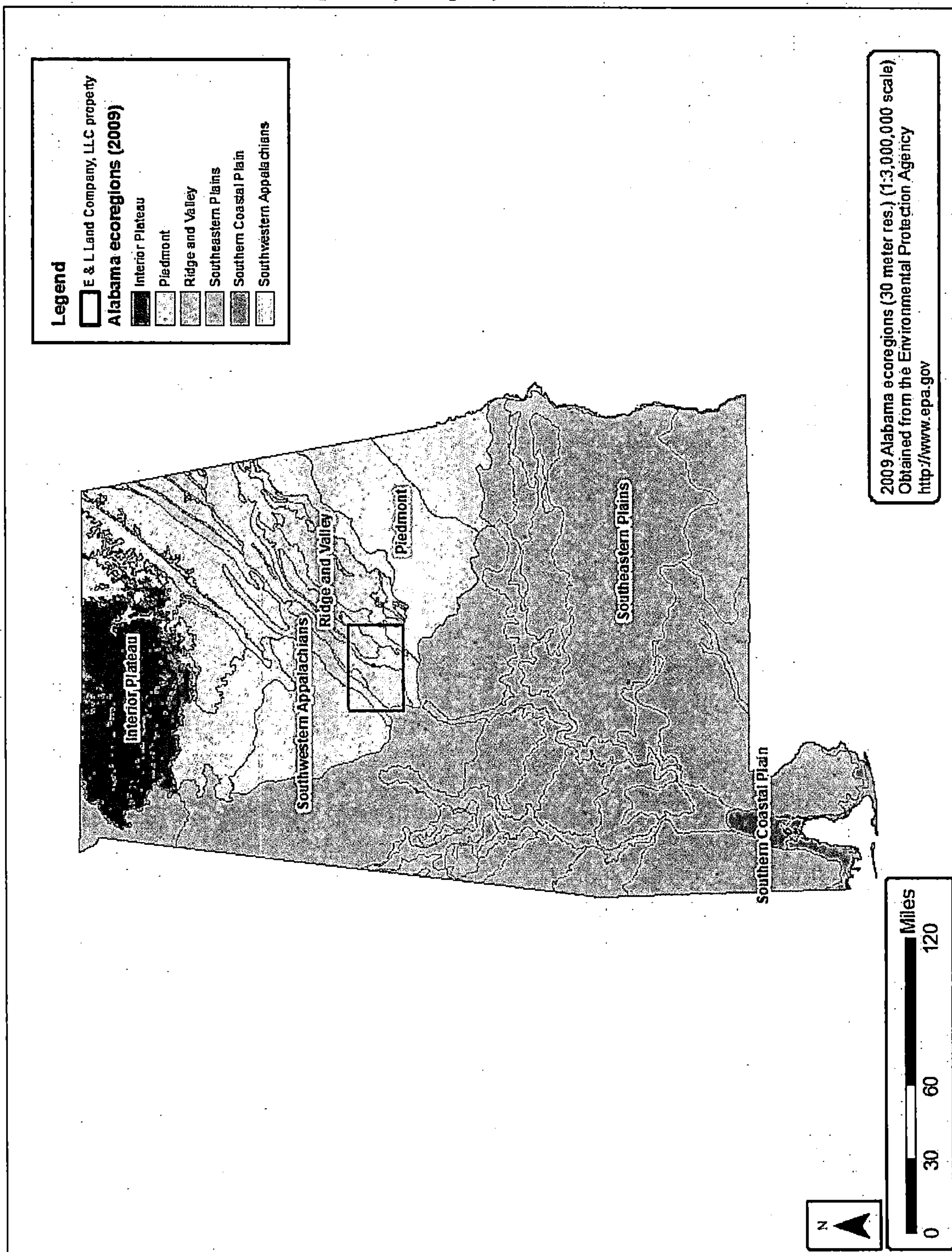


Figure 1. 2009 Alabama ecosystems (30 meter res.) (1:3,000,000 scale).



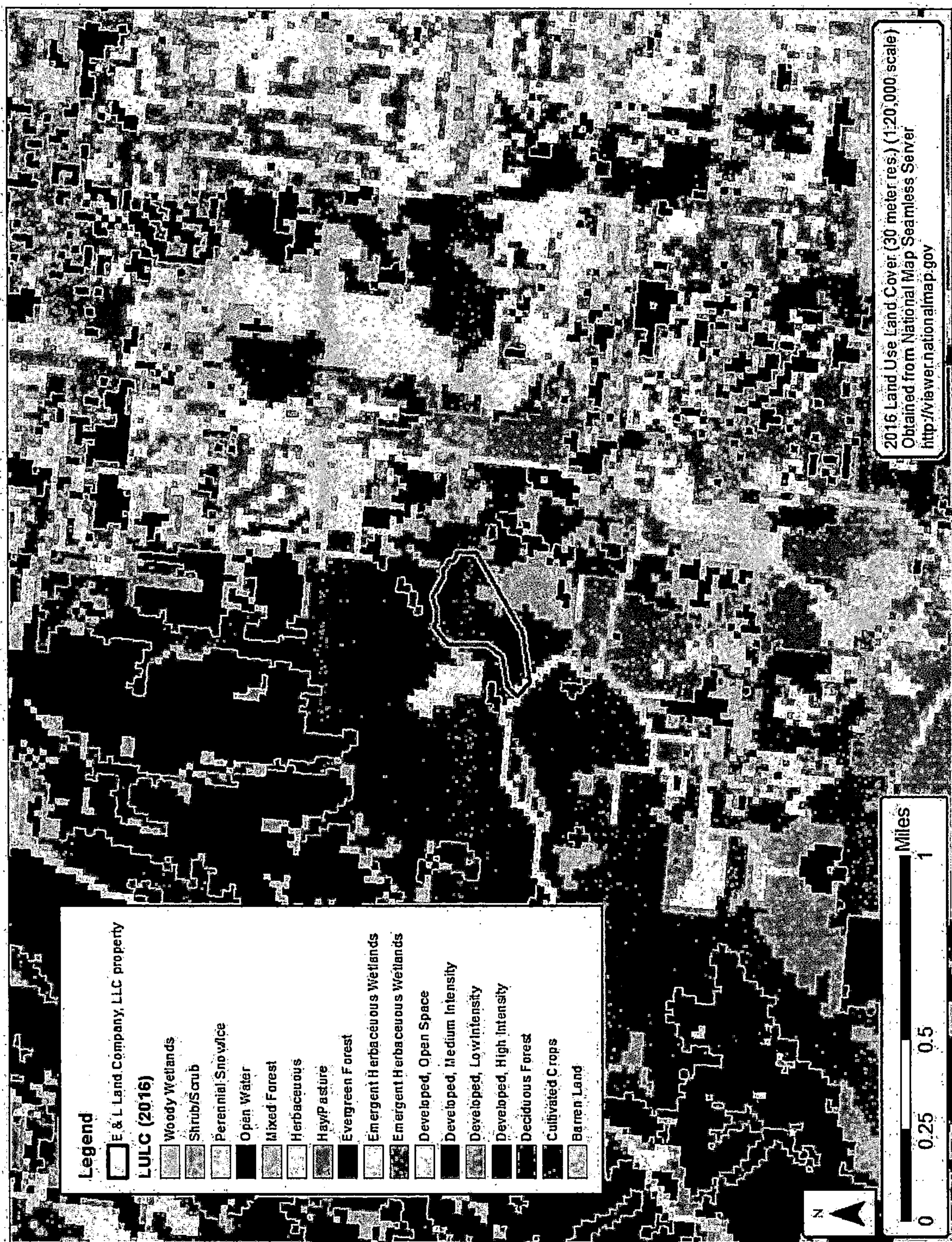


Figure 2. 2016 Land Use Land Cover (30 meter res.) (1:20,000 scale).

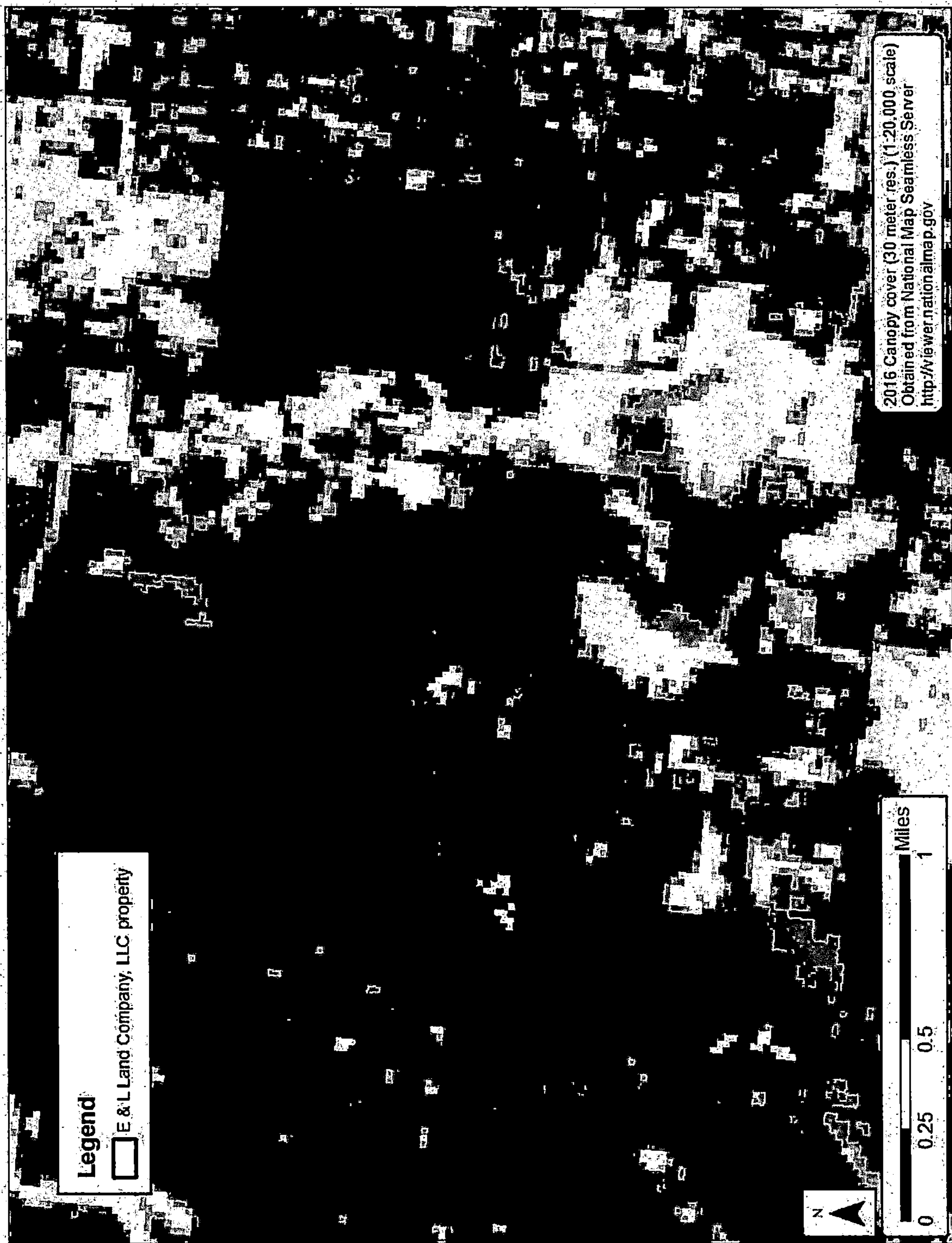


Figure 3. 2016 Canopy Cover (30 meter res.) (1:20,000 scale).

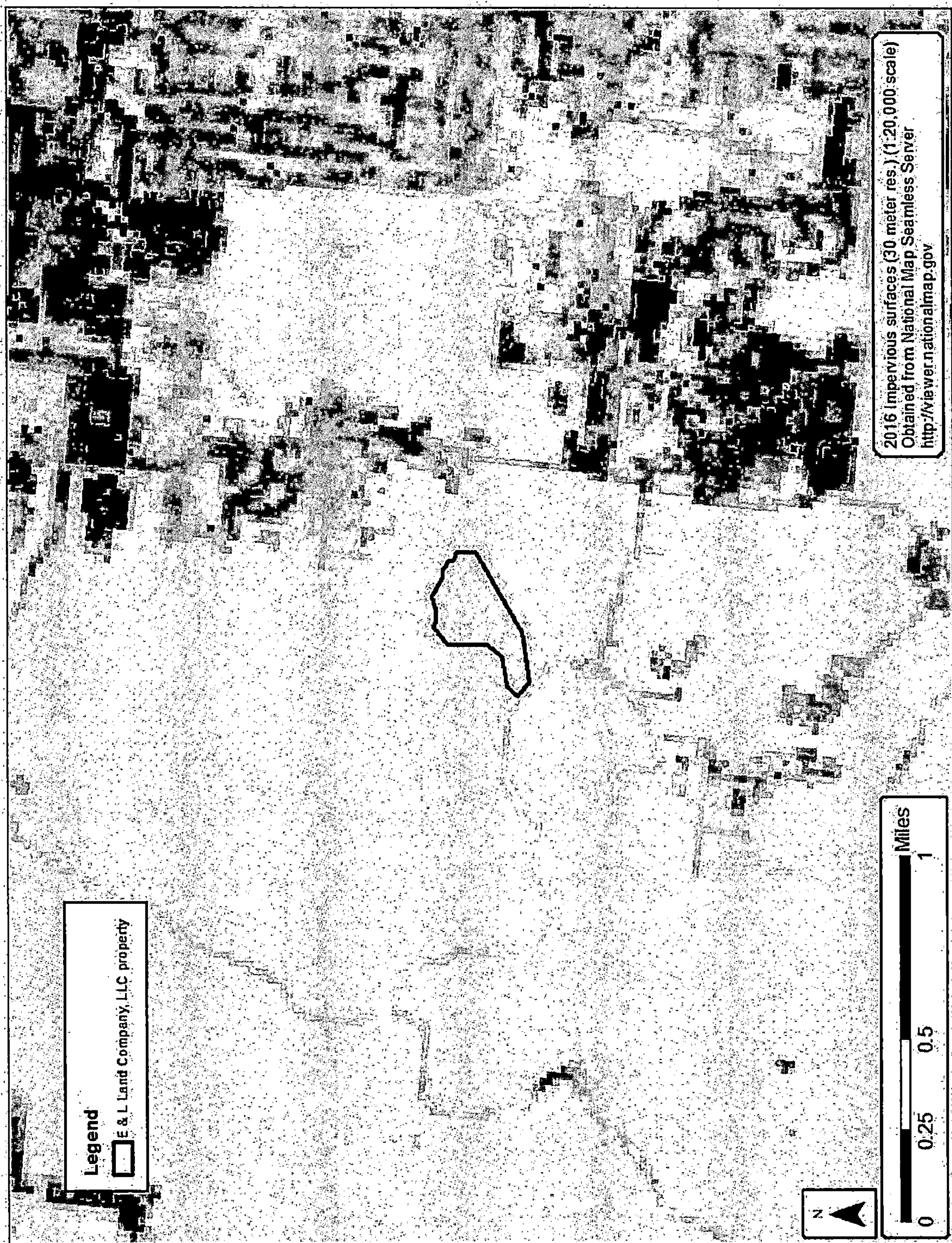


Figure 4. 2016 Impervious Surfaces (30 meter res.) (1:20,000 scale).

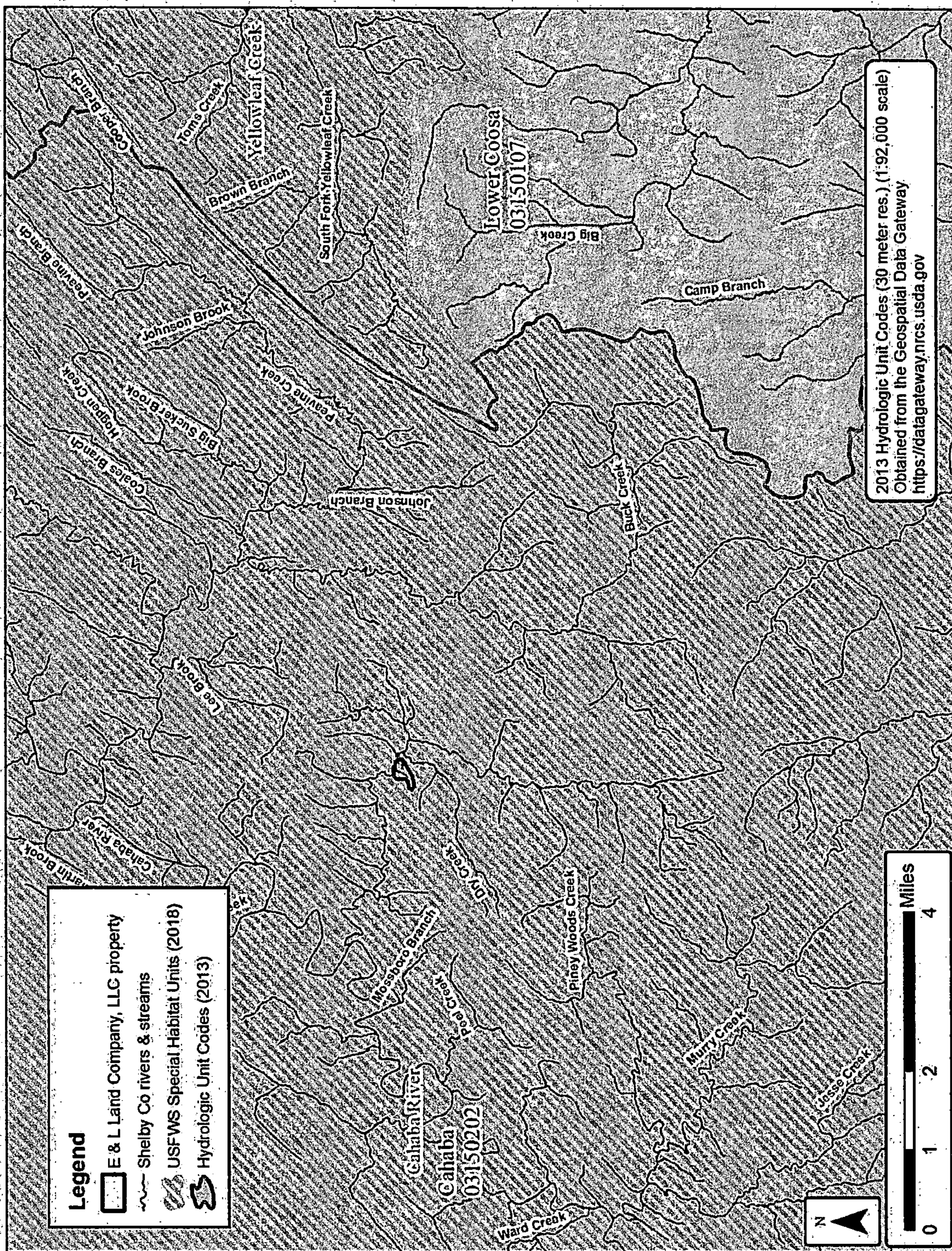


Figure 5. 2013 Shelby County Hydrologic Unit Codes (in stippled blue) in proximity to the E & L Land Company, LLC property (1:92,000 scale).



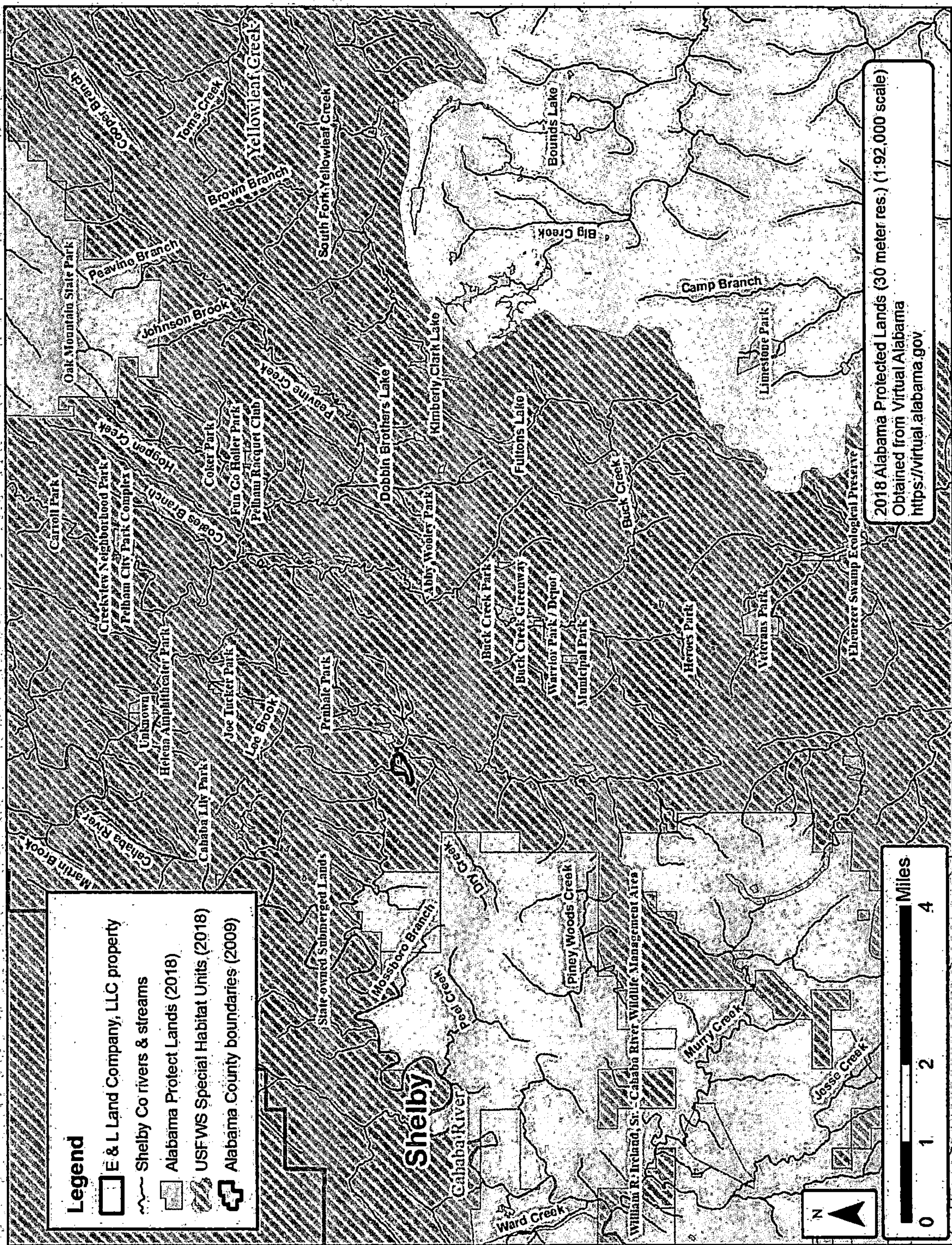


Figure 6. 2018 Alabama Conserved Lands (in Medium green) in proximity to the E & L Land Company, LLC property (1:92,000 scale).

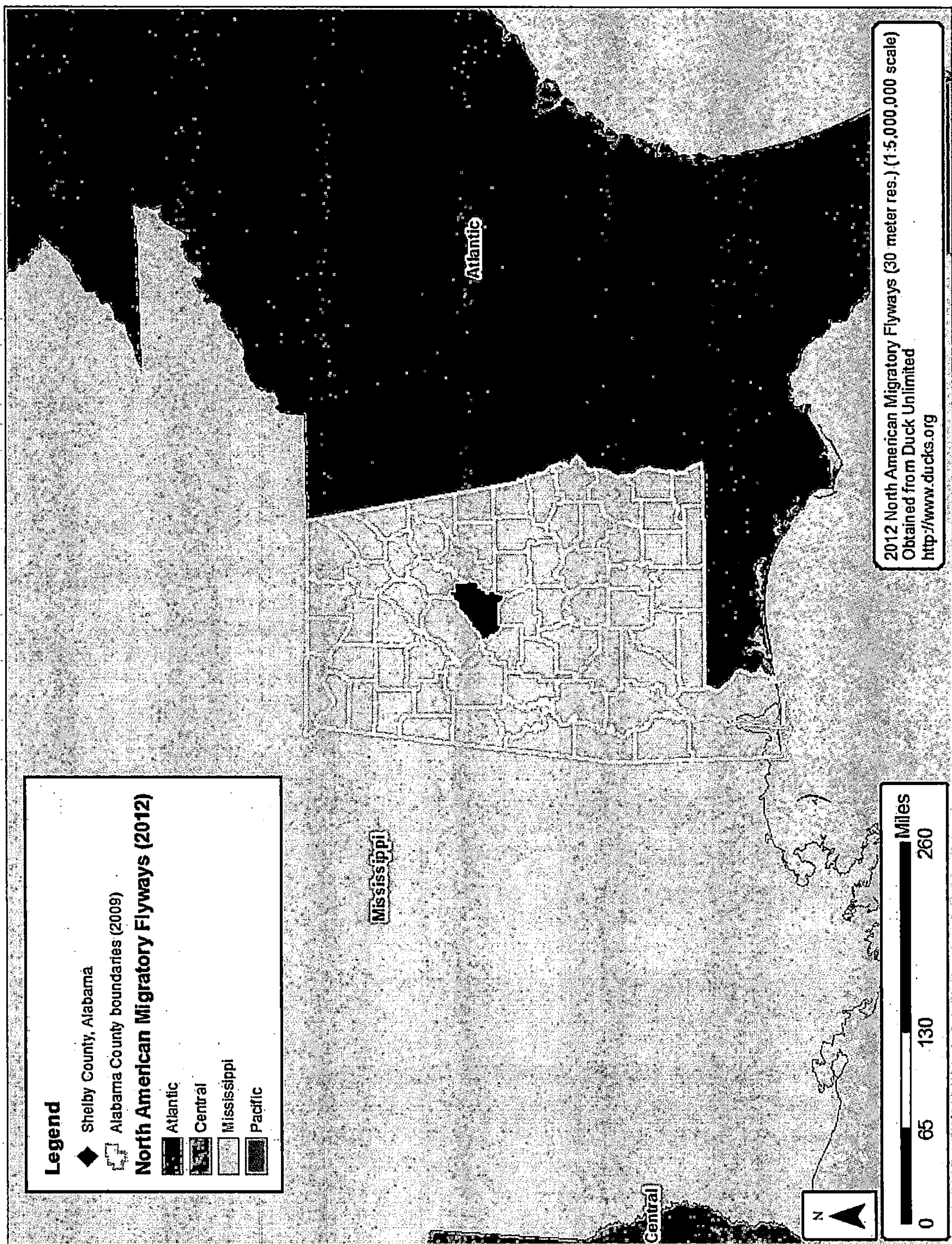


Figure 7. 2012 North American Migratory Flyways in proximity to Lee County, Alabama (1:5,000,000 scale).

Historical Description

The E & L Land Company, LLC property is located on rolling Southern Sandstone Ridges subregion slopes of the Ridge and Valley ecoregion (Figure 1), and is predominately classified as "deciduous forest" with lesser areas of "mixed forest" (Figure 2). The canopy cover is completely closed (Figure 3) and all access roads are constructed of pervious packed sand and clay (Figure 4). The E & L Land Company, LLC property is located in the Cahaba River Basin (Figure 5), lies directly adjacent to privately conserved land, and is located in the Cahaba River Special Habitat Unit (Figure 6). The E & L Land Company, LLC property lies along the eastern edge of the Mississippi Migratory Flyway (Figure 7).

Current Description

The E & L Land Company, LLC is currently zoned as "Rural" under the 2016 Comprehensive Plan of the City of Helena, Alabama. The Rural land use classification is defined as land which has by and large been left undisturbed and undeveloped in relation to a built environment. This land use is typically found on the outer fringes of the city limits. The land within this classification comprises agricultural lands such as croplands, pasturelands, and forestlands. However, not all of the land here is used for agricultural purposes as large tracts of land do exist with no agricultural activities occurring. Developers may own large un-subdivided and undeveloped tracts within this classification.

Under these auspices, the landowners could ostensibly create numerous homesites but have chosen to reserve the right to construct one (1) one-acre homesite and to 1) perpetually protect the riparian buffers and wetland areas associated with Beaverdam Creek and its unnamed headwaters, 2) perpetually preserve the critical habitat associated with the mature oak-hickory-pine forest, 3) perpetually preserve the critical habitat associated with the granite outcrops, and 4) passively recreate on the property.

Summary of Grantor and Conservancy Rights

Permitted Uses of the Property

Permitted uses of the Property vary depending on where on the Property such use occurs as specifically indicated below. The Property is divided into four (4) principal areas all of which are depicted in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and generally described below:

Acceptable Development Areas (also referred to herein as "ADAs") – The areas in which 1) a single-family dwelling or structure with associated accessory building(s), 2) a main access road, and 3) secondary access road(s) may be placed. A total of three (3) Acceptable Development Areas will exist on the entire Property: 1) the Acceptable Development Area – Reserved Homesite, and 2) the Acceptable Development Area – Main Access Road, and 3) the Acceptable Development Area – Secondary Access Road.

- The Acceptable Development Area – Reserved Homesite will consist of a circle with a radius of 118 feet (36 meters) that encompasses a total area of approximately one acre (4,046 meters²). There will be a maximum total of one (1) reserved homesite on the entire property with the location specifically identified in *Section XI* of the Baseline Documentation Report.
- The Acceptable Development Area – Main Access Road will consist of a linear buffer of approximately 40 feet (12.19 meters) ultimately extending from Copperhead Road and proximally extending from an adjacent parcel to the northwest into the interior of the Property. The linear buffer will originate from the approximate centerline of the existing main access road, as specifically identified in *Section XI* of the Baseline Documentation Report, and will extend 20 feet (6.08 meters) to either side.
- The Acceptable Development Area – Secondary Access Road will consist of a linear buffer of approximately 30 feet (9.14 meters) extending from the centerline of the existing secondary access road, as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, and will extend 15 feet (4.57 meters) to either side.

Surface Resource Protection Areas (also referred to herein as "Surface RPAs") – The areas which contain unique or special natural features including, but not limited to, streams, ponds, wetlands, marshes, or steep slopes and their supporting buffer lands, and in which this Easement excludes the construction or placement of permanent or temporary buildings and anthropogenic perturbations (manmade disturbances). A total of three (3) Surface Resource Protection Areas will exist on the entire Property: 1) the Surface Resource Protection Area – Beaverdam Creek, and 2) the Surface Resource Protection Area – Unnamed Headwaters of Beaverdam Creek, and 3) the Surface Resource Protection Area – Granite Outcrops.

- The Surface Resource Protection Area – Beaverdam Creek will consist of a linear buffer of approximately 100 feet (30.48 meters). This linear buffer will originate from the approximate highwater line of Beaverdam Creek as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend towards the interior of the Property for 100 feet (30.48 meters).
- The Surface Resource Protection Area – Unnamed Headwaters of Beaverdam Creek will consist of linear buffers of approximately 200 feet (60.96 meters). These linear buffers will originate from the approximate center of the respective unnamed headwater of Beaverdam Creek as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend towards either side of that respective aquatic feature for 100 feet (30.48 meters).
- The Surface Resource Protection Area – Granite Outcrops will consist of a polygonal protection area that will encompass any and all surface granite outcrops including those specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report.

Subsurface Resource Protection Area (also referred to herein as “Subsurface RPA”) - The area which is defined as bedrock and placer minerals (specifically granite aggregate), coal, oil, natural gas, coalbed methane and geothermal resources but does not include groundwater resources.

- The Subsurface Resource Protection Area will consist of a polygonal buffer, originating at the surface of the Earth, that has a boundary equal to the perimeter of the Property as defined in **Exhibit “A”** and as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and radiates downward until it reaches the core of the Earth.

Open Area (also referred to herein as an “OA”) – The remainder of the Property, after excluding the Acceptable Development Areas and the Surface Resource Protection Areas, in which this Easement excludes various anthropogenic perturbations set forth in Section 5 (entitled “Prohibited Uses”), Subsections 5.1 – 5.19 and allows activities set forth in Subsections 8.4, 8.4.A, 8.4.B, 8.4.C, 8.4.D, 8.4.E, 8.4.F and 8.4.G (entitled “Open Area”).

8.1 Acceptable Development Areas. Notwithstanding anything herein which may be interpreted to the contrary, (1) no development is permitted if such use or activity will materially impair or interfere with the Conservation Values or the Purpose of this Easement, and (2) the ADA boundaries shall not be modified. The following activities are permitted within each Acceptable Development Area to the extent indicated provided that, unless otherwise noted, Grantor notifies the Conservancy in writing no later than sixty (60) working days prior to exercising the prescribed permitted uses.

8.1.A Acceptable Development Area – Reserved Homesite. With prior written notice to the Conservancy, Grantor may construct, maintain, repair, remove, enlarge, or replace one (1) single-family residential main structure and its improvements within the area shown in the

Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as Acceptable Development Area – Reserved Homesite. There will be a maximum total of one (1) reserved homesite on the entire property. Said reserved homesite, accessory buildings and improvements shall be located completely within the corresponding ADA – Reserved Homesite. Accessory buildings and improvements associated with the residence may include garages, carports and storage sheds. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.A.i Building Restrictions. With prior written notice to the Conservancy, Grantor may construct, maintain, repair, or replace one (1) single-family dwelling within the area depicted in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as ADA – Reserved Homesite. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

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

8.1.A.iii Access Road. Without prior written permission from or notice to the Conservancy, Grantor may construct, pave, maintain, improve, repair, remove, enlarge or replace one (1) access road within the respective ADA – Reserved Homesite. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

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



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8.1.B Acceptable Development Area – Main Access Road. Without prior written permission from or notice to the Conservancy, Grantor may construct, maintain, improve, repair, remove, enlarge or replace the main access road, within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as ADA – Main Access Road. Said improvements shall be located completely within the corresponding ADA – Main Access Road.

8.1.C Acceptable Development Area – Secondary Access Road(s). With prior written notice to the Conservancy, Grantor may maintain, improve, repair, remove, enlarge or replace any secondary access roads within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as ADA – Secondary Access Road(s). No portion of any secondary access road shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material except for steep slope areas that may require additional hardening of the surface to reduce erosion. Said improvements shall be located completely within the corresponding ADA – Secondary Access Road(s). The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any area of the Property disturbed by activity pursuant to temporary easements and permission to access any area of the Property in connection with such permissions must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2 Surface Resource Protection Areas. The following activities are permitted within the Surface Resource Protection Areas to the extent indicated.

8.2.A Fences. Without prior written permission from or notice to the Conservancy, Grantor may maintain, improve, repair, remove, enlarge, or replace existing fences in the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Surface Resource Protection Areas for purposes of preventing trespass on the Property. With prior written notice to the Conservancy, Grantor may construct new fences in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as Surface Resource Protection Area – Granite Outcrops, for the purpose of exclusion of potential disturbance from the granite outcrop habitat.

8.2.B Water Resources. Without prior written permission from or notice to the Conservancy, Grantor may utilize water sources, courses, and bodies within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Surface Resource Protection Areas so long as such usage is in accordance with local, state and federal laws and shall be consistent with sound agricultural practices and a current NRCS conservation plan, or its equivalent, as prepared by the USDA or similar agency. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.C Control of Exotic Species. Without prior written notice to the Conservancy, Grantor may manage the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as the Surface Resource Protection Areas for intrusion of exotic species provided that all such cuttings and vegetation management shall be conducted in a manner that minimizes damage to the Property, and so long as these activities preserve the value of the Surface Resource Protection Areas as high priority habitat, wildlife habitat, riparian buffer, aquatic ecosystem, and preserves the Conservation Values. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values. Under no circumstance will any herbicides be used in or around the Surface Resource Protection Area – Granite Outcrops due to the potential presence of vernal pools/solution pits.

8.2.D Hunting Stands and Platforms. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain hunting stands and platforms within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Surface Resource Protection Areas provided that such accessories are erected and maintained in a manner that minimizes damage to the Property, and so long as these activities preserve the value of the Surface Resource Protection Areas as wildlife habitat, riparian buffer, and aquatic ecosystem. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances for permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

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

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

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

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

8.2.E.iv Trail Signs. The trail may include signs to mark the trail; to provide information regarding applicable times, place, and manner restrictions; for

interpretive purposes; and to indicate the interest of Grantor and the Conservancy are permitted.

8.2.F All-Terrain Vehicle Access. Without prior written permission from or notice to the Conservancy, Grantor may permit the temporary use of all-terrain vehicles within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Surface Resource Protection Areas so long as under no circumstances will all-terrain vehicles be allowed to traverse flat rock exposures of granite in the Surface Resource Protection Area – Granite Outcrops due to 1) the extreme sensitivity of the plant species potentially inhabiting the area, and 2) the potential presence of vernal pools/solution pits.

8.2.G Recreation and Educational Usages. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Surface Resource Protection Areas for low-impact outdoor recreation, education, nature observation and scientific study, so long as these activities preserve the value of the Surface Resource Protection Areas as high priority habitat, wildlife habitat, riparian buffer and aquatic ecosystem, and do not materially diminish or impair the Conservation Values.

8.2.H Carbon Credits. Grantor shall retain all rights, benefits, privileges and credits related to carbon sequestration in the above ground and below ground biomass, and the soil of the Surface Resource Protection Areas.

8.3 Subsurface Resource Protection Area. The exploration for, or extraction of, placer minerals (specifically granite aggregate), coal, soils, sands, gravel, or rock below the surface of the Property is strictly prohibited. Grantor shall not grant any extraction rights of placer minerals (specifically granite aggregate), coal, soils, sands, gravel, or rock in or on the Property, and Grantor shall not grant any right of access to the Property to conduct exploration or extraction activities for placer minerals (specifically granite aggregate), coal, soils, sands, gravel, or rock in or on the Property. A priority objective of this Easement is to forever sterilize the subsurface granite reserves to ensure that granite mining/extraction activities that are harmful to the existing biota never occur.

8.3.A Oil/Gas Drilling. The exploration for, or extraction of, oil and/or gas below the surface of the Property is strictly prohibited. Grantor shall not grant any extraction rights of oil and/or gas in or on the Property, and Grantor shall not grant any right of access to the Property to conduct exploration or extraction activities for oil and/or gas in or on the Property.

8.3.B Carbon Credits. Grantor shall retain all rights, benefits, privileges, and credits related to carbon sequestration in the Subsurface Resource Protection Area.

8.4 Open Area. The following activities are permitted within the Open Area to the extent indicated.


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8.4.A Fences. With prior written notice to the Conservancy, Grantor may construct new fences, or maintain, repair or replace existing fences shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Open Area for purposes of preventing trespass on the Property.

8.4.B Trails. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain a foot trail anywhere in the Open Area for outdoor recreation and education.

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

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

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

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

8.4.C Hunting Stands and Platforms. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain hunting stands and platforms within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as Open Area provided that such accessories are erected and maintained in a manner that minimizes damage to the Property, and so long as these activities preserve the value of the Open Area as wildlife habitat. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any area of the Property disturbed by activity pursuant to temporary easements and permission to access any area of the Property in connection with such permissions must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.4.D Wildlife Green Area/Food Plot. Without prior written permission from or notice to the Conservancy, Grantor may establish, maintain, and cultivate one (1) wildlife green area/food plot within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Open Area so long as this activity preserves the value of the Open Areas as critical wildlife habitat. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.


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8.4.E Cutting and Clearing Trees. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as Open Area, to 1) remove trees and limbs which are fallen, dead, diseased or dangerous; and (2) selectively cut dead or dying trees for firewood to be used on the premises, limited to preserve the value of the Open Area as high priority habitat. Under no circumstances will any mature oaks (*Quercus* sp.), hickories (*Carya* sp.) or pines (*Pinus* sp.) that are deemed to be in good health be harvested from the Property.

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

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

Prohibited Uses of the Property

Prohibited uses of the Property are specifically described in Sections 5.1 through 5.19. Notwithstanding anything herein to the contrary, any activity on or use of the Property that is inconsistent with the Purpose of this Easement is prohibited.

5.1 the change, disturbance, alteration, or impairment of the relatively natural habitat for plants, wildlife, or similar ecosystems within and upon the Property; and

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

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

5.4 the removal, destruction, or cutting of native vegetation, except as expressly provided herein in the Acceptable Development Areas and the Open Area as defined below; and

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


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

5.7 the exploration by Grantor, its heirs, successors, transferees or assigns, for or extraction of minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, or other materials on or below the surface of the Property. Notwithstanding anything in this Easement to the contrary, Grantor, its heirs, successors, transferees or assigns shall not transfer, lease or otherwise separate the minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, field stone, or other materials from the Property or otherwise conduct any activity that could conflict with or cause the violation of Treasury Regulations Section 1.170A-14(g)(4)(i); and

5.8 the use of any motorized vehicles off of accessways or trails now existing as defined in the Baseline Documentation Report, except as expressly provided herein in the Open Area as defined below; and

5.9 the accumulation, dumping or other disposal of trash, garbage, or other offensive refuse on the Property other than the collection and disposal of natural byproducts on the Property (including tree limbs and organic household compost materials) except as such collection and disposal is in accordance with applicable laws and regulations; and

5.10 the manipulation, diversion, or other alteration of stream(s); and

5.11 the degradation, pollution, or drainage of any surface or sub-surface waters; and

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

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

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

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

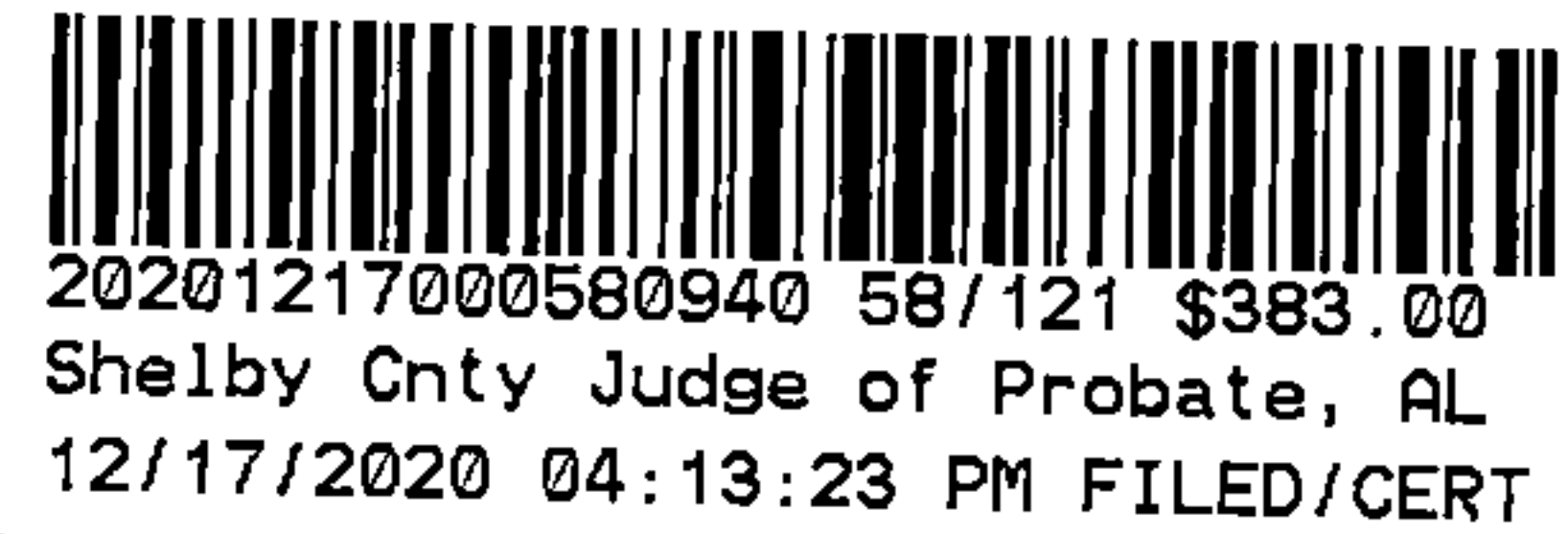
5.16 the erection, construction, installation, relocation or use of a communication facility, a telecommunications facility, a network element or any other telecommunications facility, equipment or material that may be used for telecommunications or to provide such services except for low capacity personal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


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

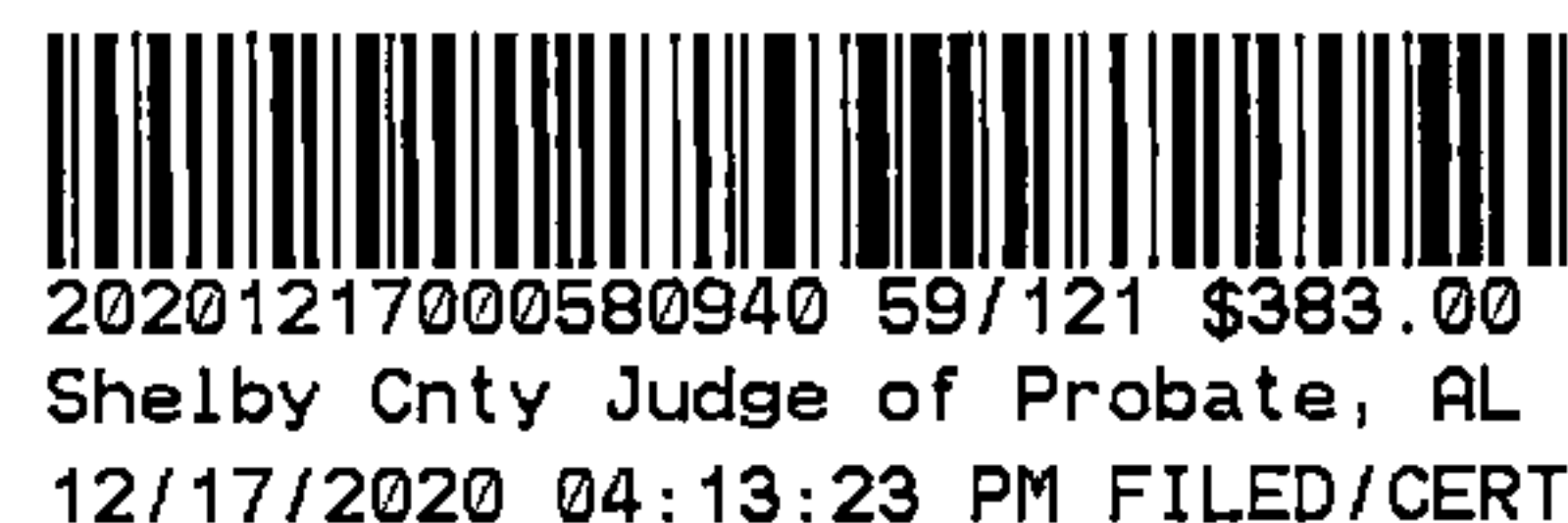
5.18 the erection, construction, installation, relocation or use of any lighting which interferes with wildlife on the Property; and

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



Literature Cited

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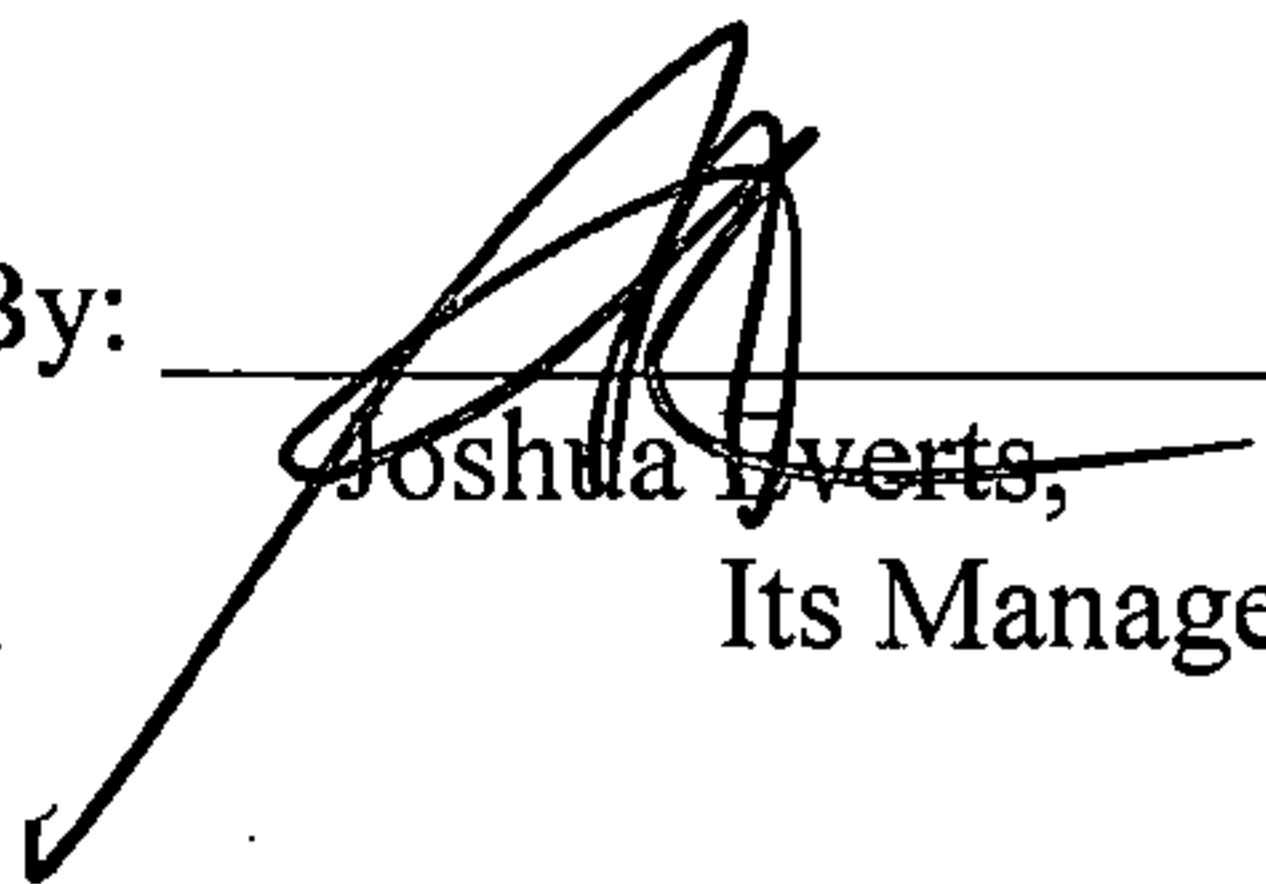


Signature Pages

I, Joshua Everts, on behalf of E & L Land Company, LLC, have signed this Baseline Documentation Report with the understanding and agreement that this Report will be used for, but not limited to, monitoring the property depicted and described in this Report for compliance with the Easement signed by myself. I have read this Report and understand it. I agree that this Report, and including the maps and photographs, accurately describes and depicts the physical features, relevant site conditions, and current structures and land uses on the property conserved by the Conservation Easement. I affirm that there are no activities ongoing on the property that are inconsistent with the Conservation Easement.

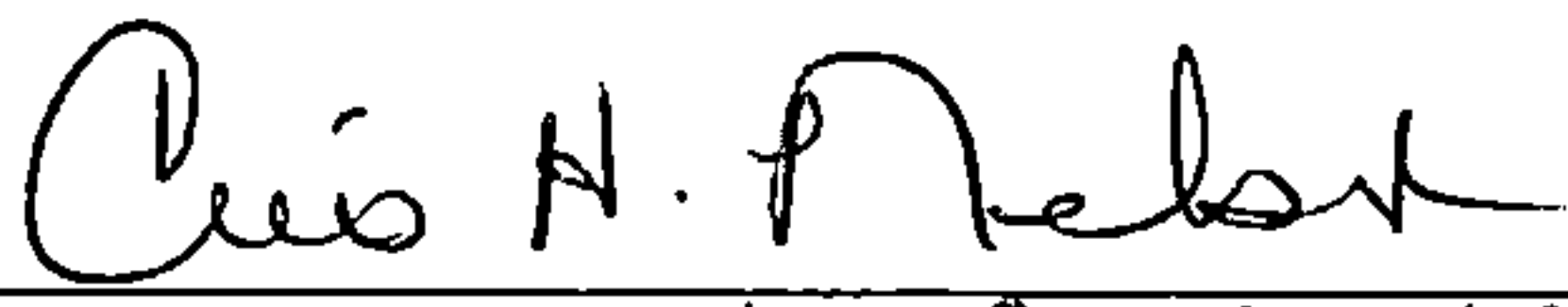
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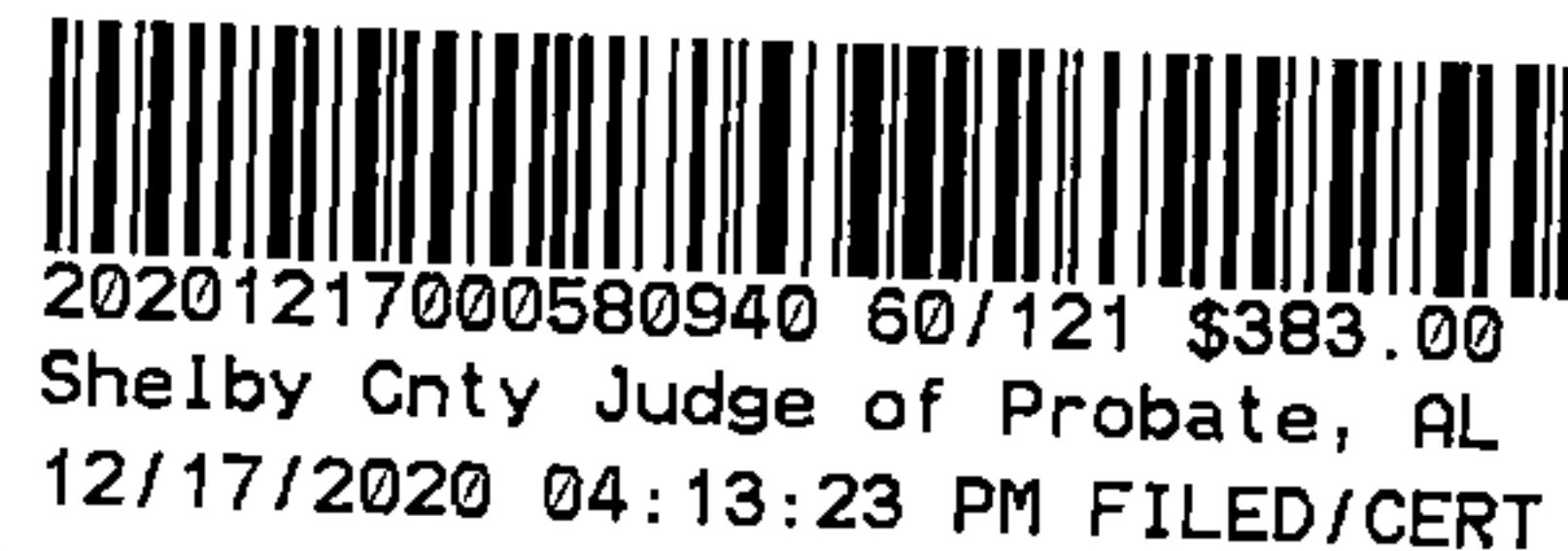
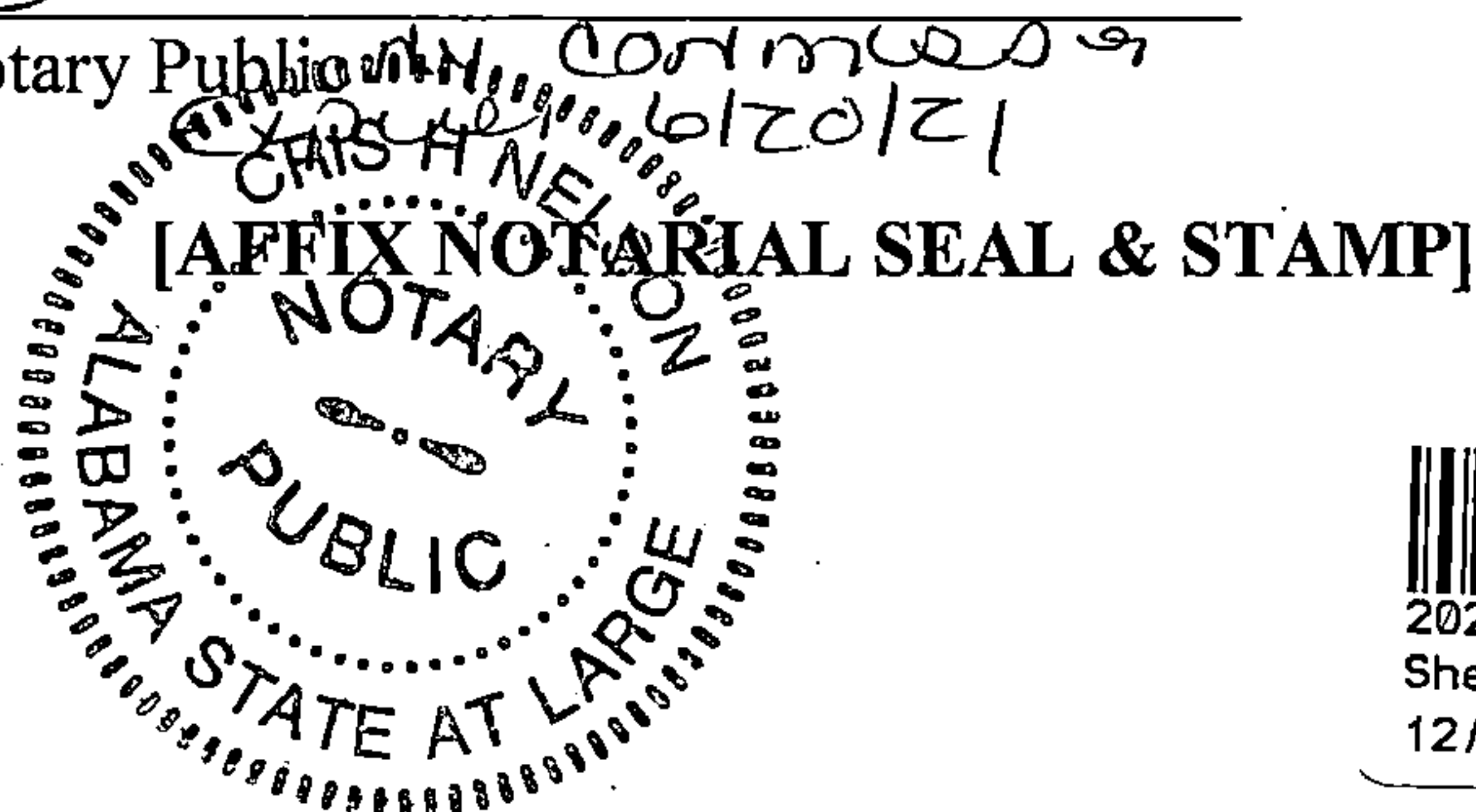
E & L LAND COMPANY, LLC,
an Alabama limited liability company

By:  _____
Joshua Everts,
Its Manager

Signed, sealed and delivered in the presence of:

 _____
Unofficial Witness

 _____
Notary Public



I, Robert D. Keller, Ph.D, Chief Executive Officer of the Pelican Coast Conservancy, Inc. have prepared and signed this Baseline Documentation Report with the understanding and agreement that this Report will be used for, but not limited to, monitoring the property depicted and described in this Report for compliance with the Conservation Easement, about to be executed. I affirm that I visited this property personally and that this Report including the maps and photographs accurately describes and depicts the physical features, relevant site conditions, and current structures and land uses on the property conserved by the Conservation Easement.

CONSERVANCY:

PELICAN COAST CONSERVANCY, INC.,
an Alabama non-profit corporation

By: 
Robert D. Keller, Ph.D
Its Chief Executive Officer

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public

[AFFIX NOTARIAL SEAL & STAMP]




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Conserved Property Location

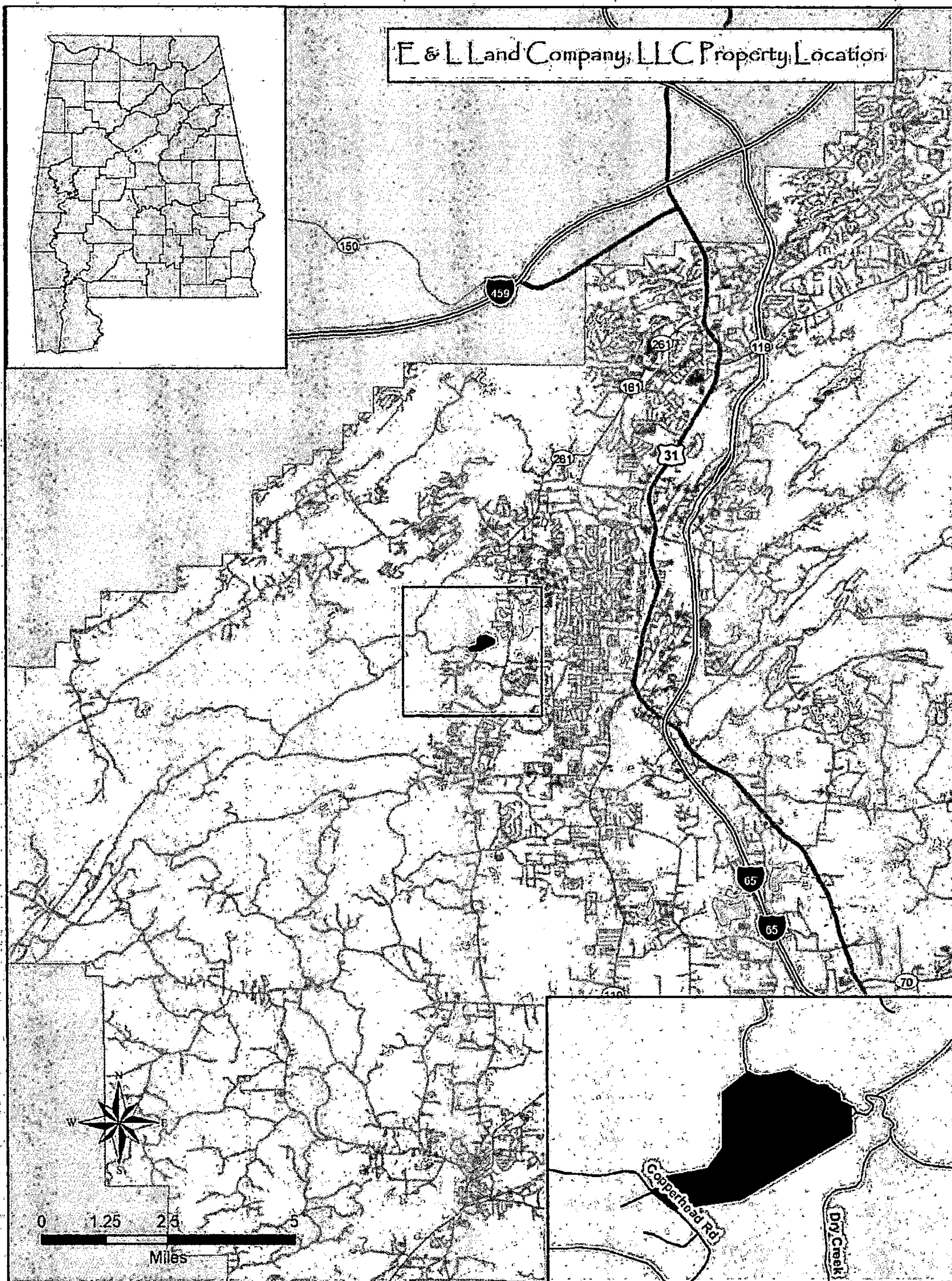


Figure 8. Inset map of the E & L Land Company, LLC property location.

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Directions to Conserved Property

- From Helena, AL, Start out going south on Helena Rd/AL-261/County Hwy-17 toward 1st Ave. (1.2 miles)
- Turn left onto Highway 17/County Hwy-17. (2.5 miles)
- Turn right onto Fox Valley Farms Rd/County Hwy-266. Continue to follow County Hwy-266 (Portions unpaved). (0.8 miles)
- Copperhead Road is on the left.



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Topographic map

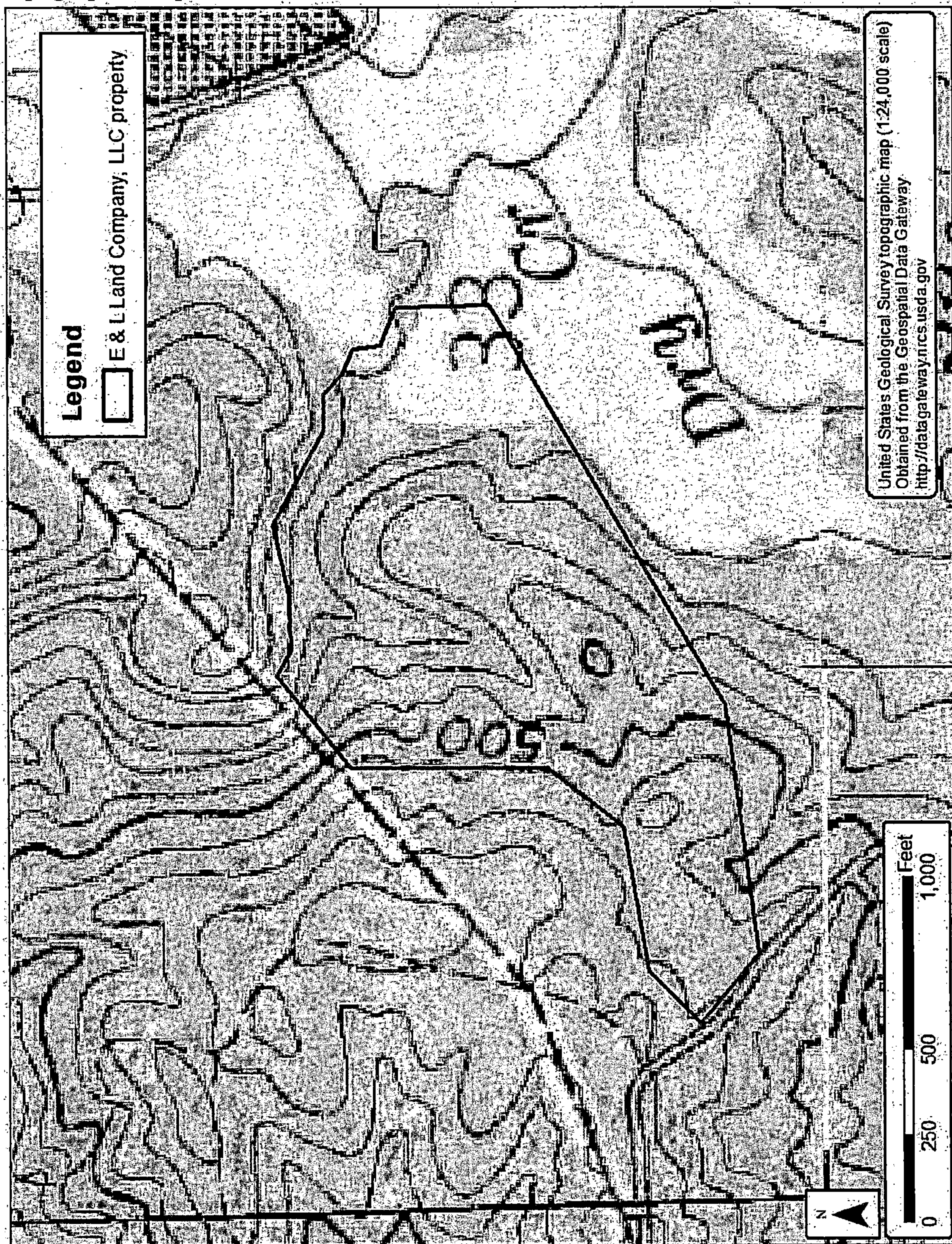


Figure 9. United States Geological Survey topographic map (1:24,000).

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The E & L Land Company, LLC property elevations are rolling ranging from approximately 460 feet (140 meters) in the riparian areas of Beaverdam Creek then gradually increasing to approximately 520 feet (158 meters) in the upland areas adjacent to Copperhead Road. The grade increases from north to southwest.



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Historical & Current Orthophotography



Figure 10. 1999 Black & White imagery (10 meter res.) (1:4,000 scale).



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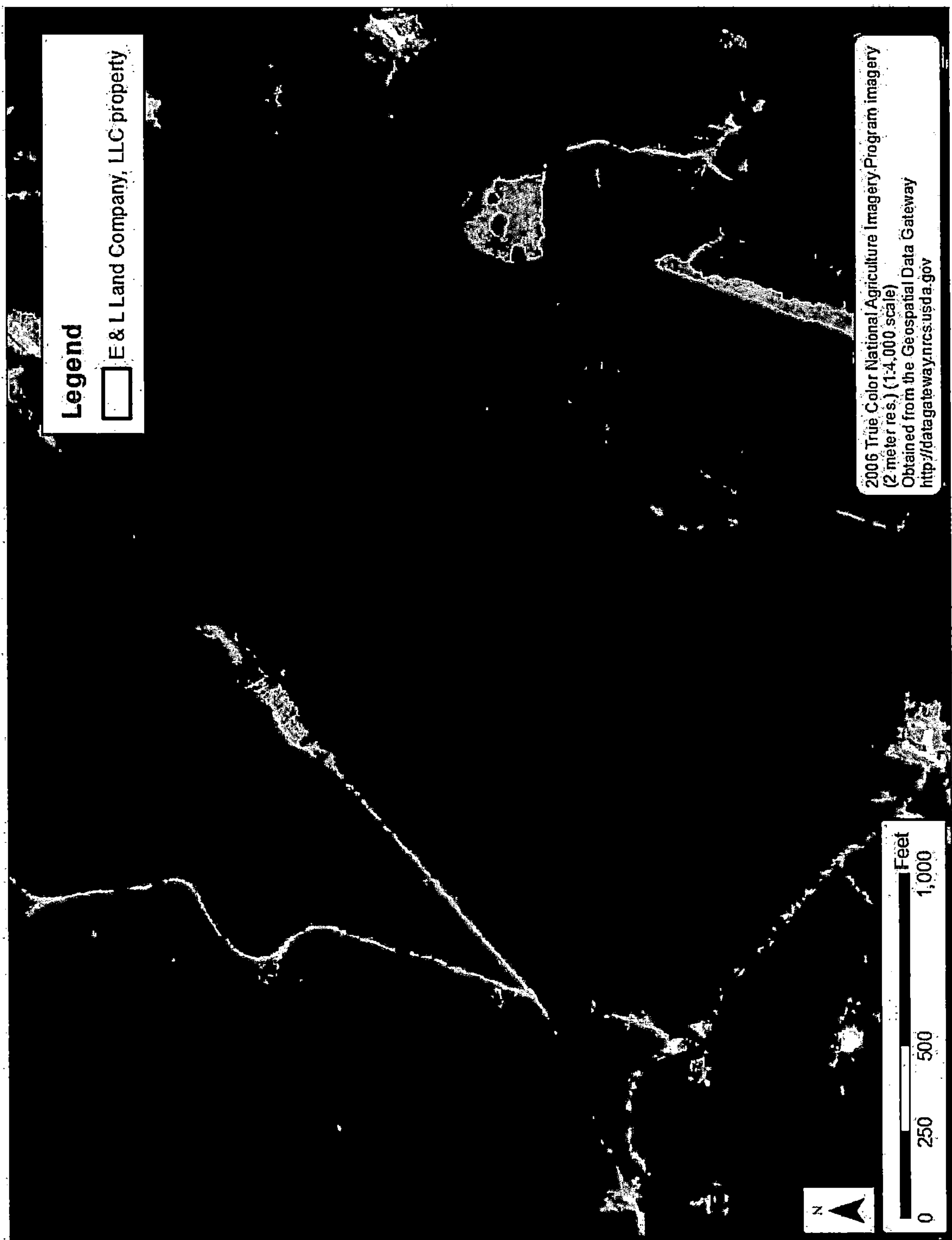


Figure 11. 2006 True Color National Agriculture Imagery Program (NAIP) imagery (2 meter res.) (1:4,000 scale).

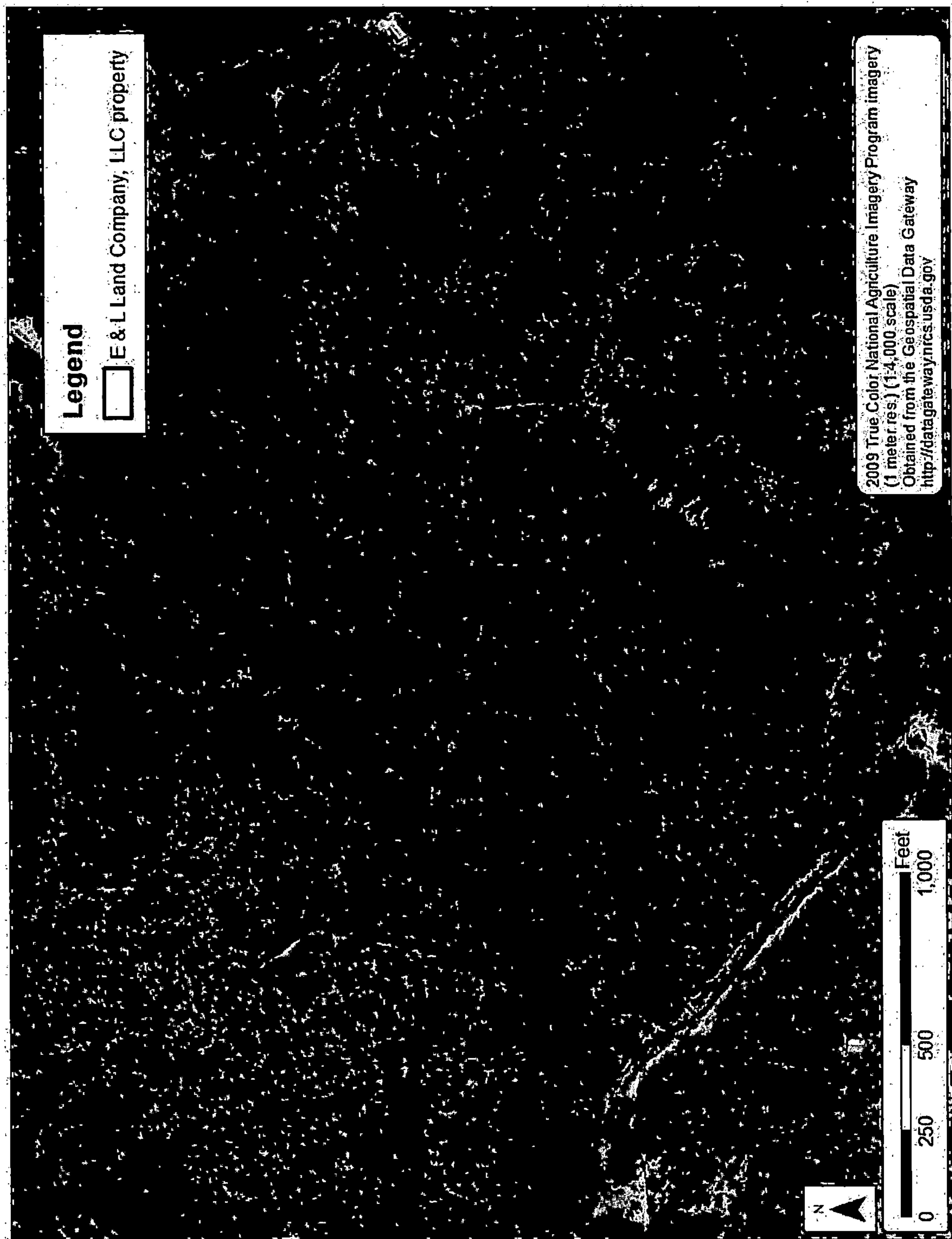


Figure 12. 2009 True Color NAIP imagery (1 meter res.) (1:4,000 scale).



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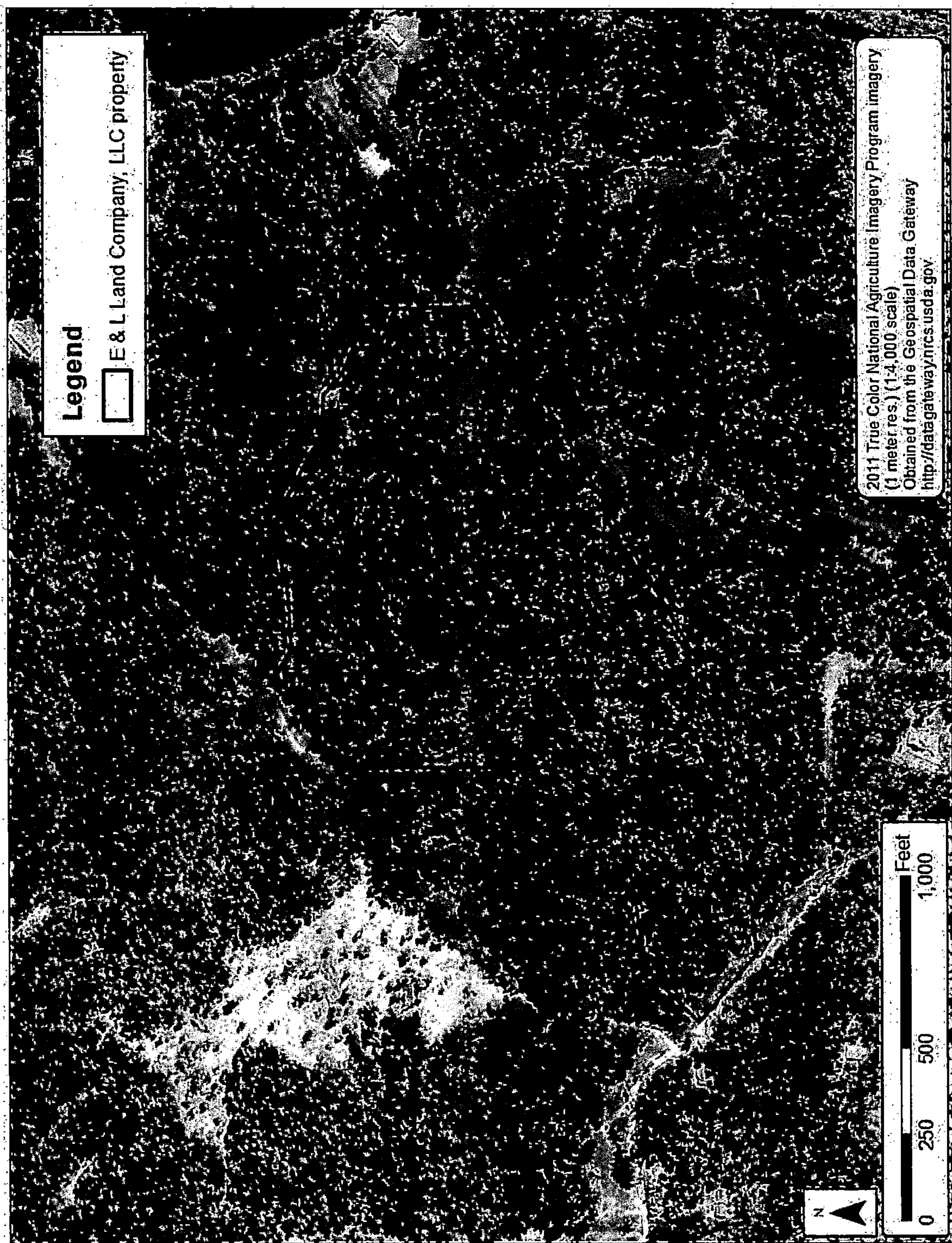


Figure 13. 2011 True Color NAIP imagery (1 meter res.) (1:4,000 scale).



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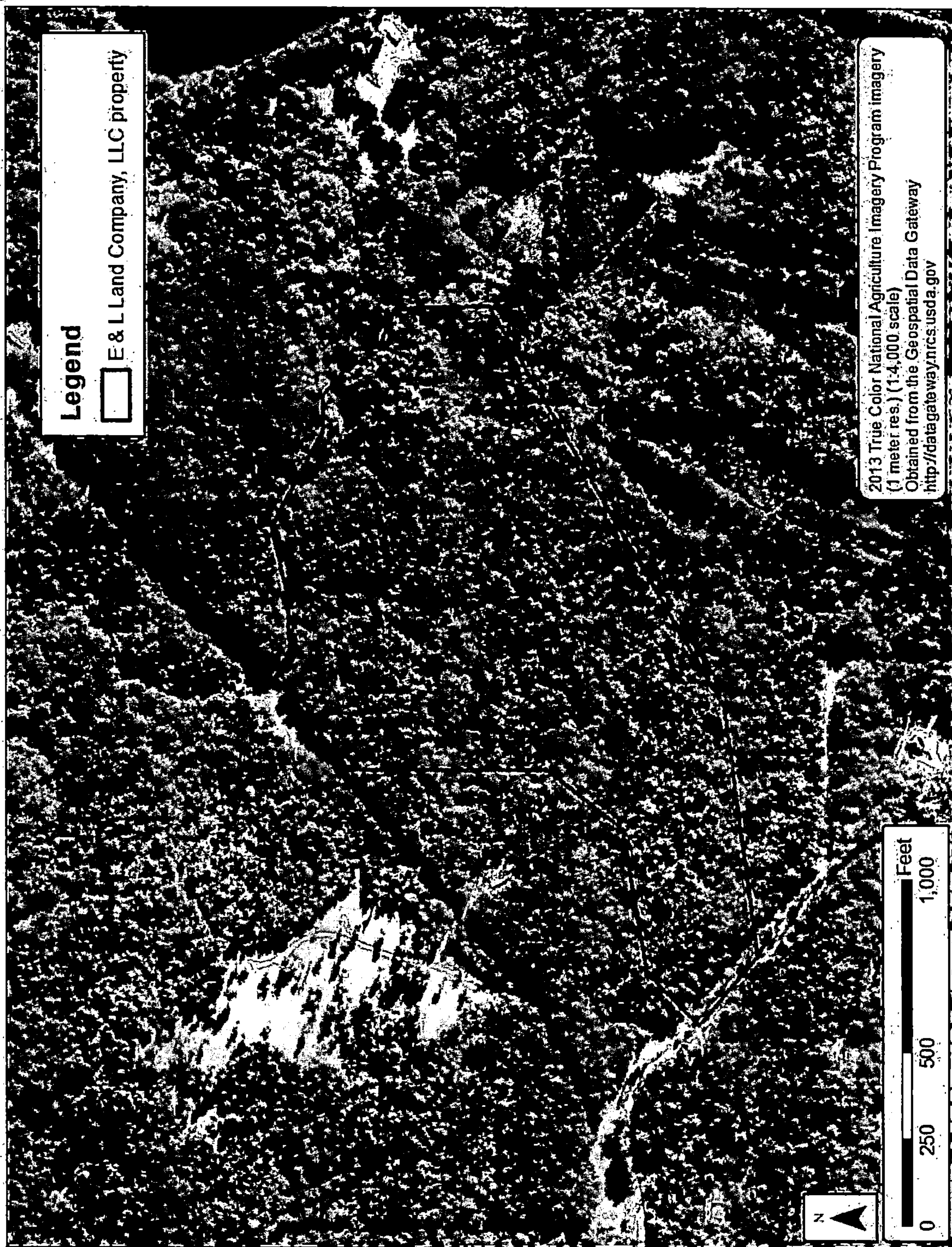


Figure 14. 2013 True Color NAIP imagery (1 meter res.) (1:4,000 scale).

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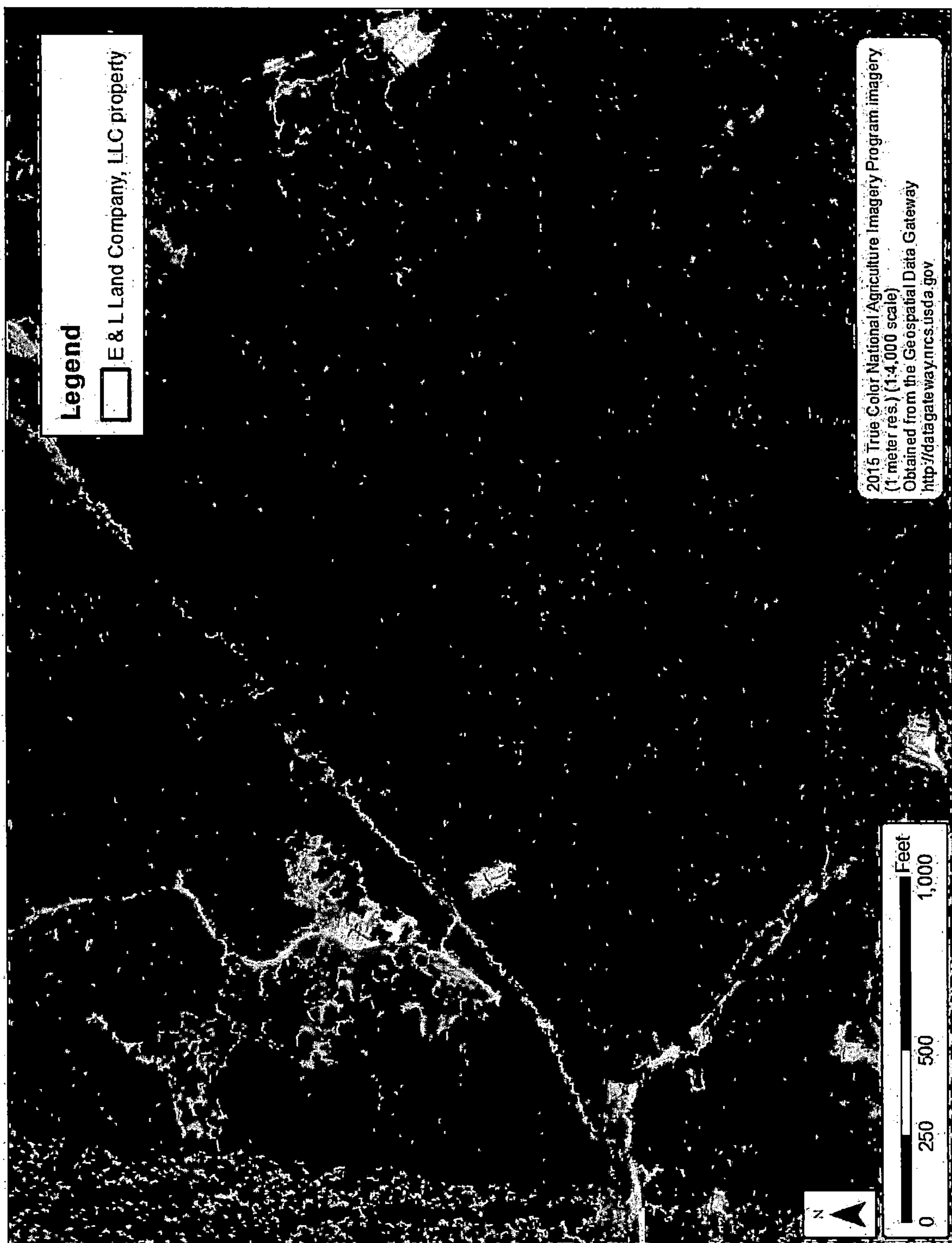


Figure 15. 2015 True Color NAIP imagery (1 meter res.) (1:4,000 scale).



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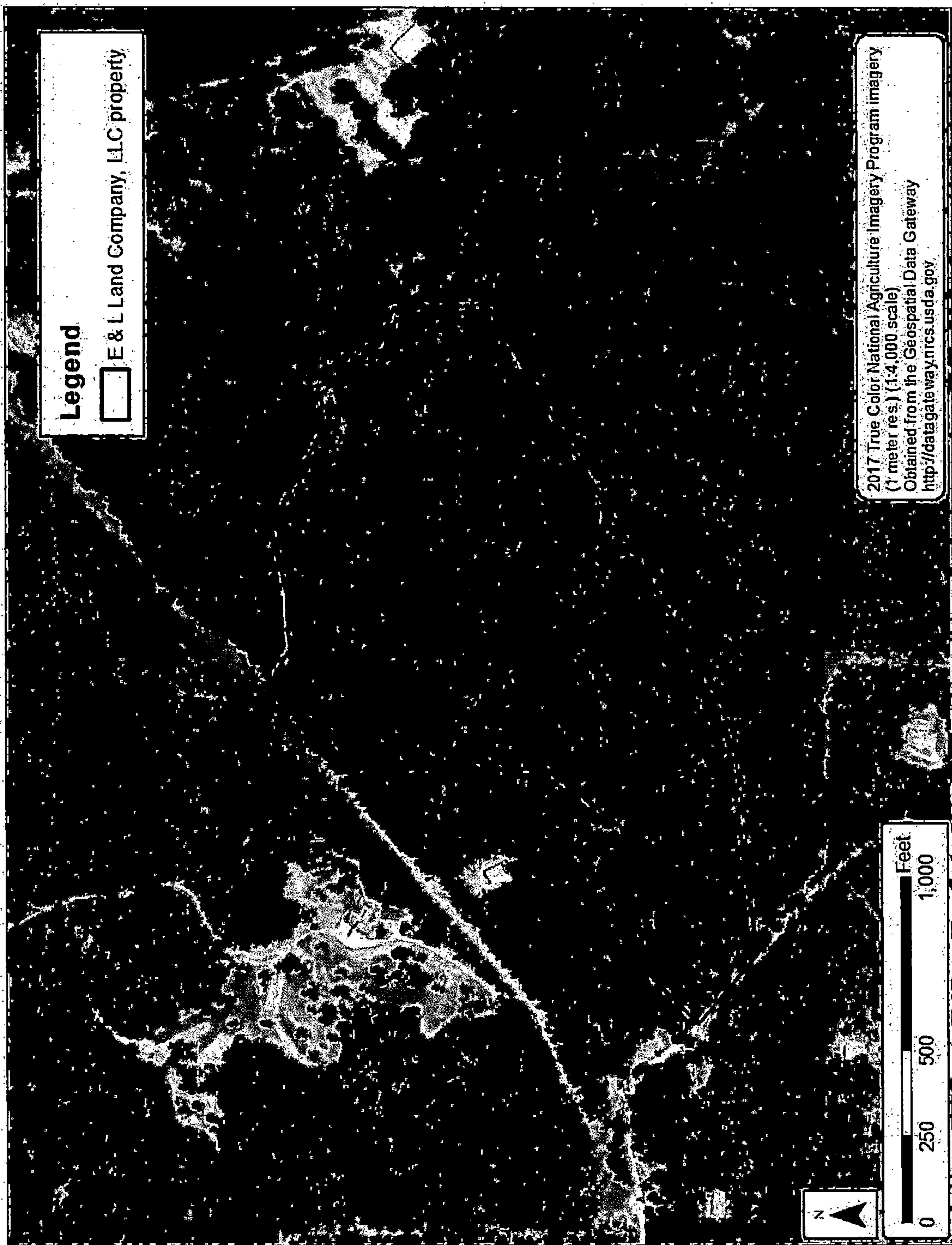


Figure 16. 2017 True Color NAIP imagery (1 meter res.) (1:4,000 scale).



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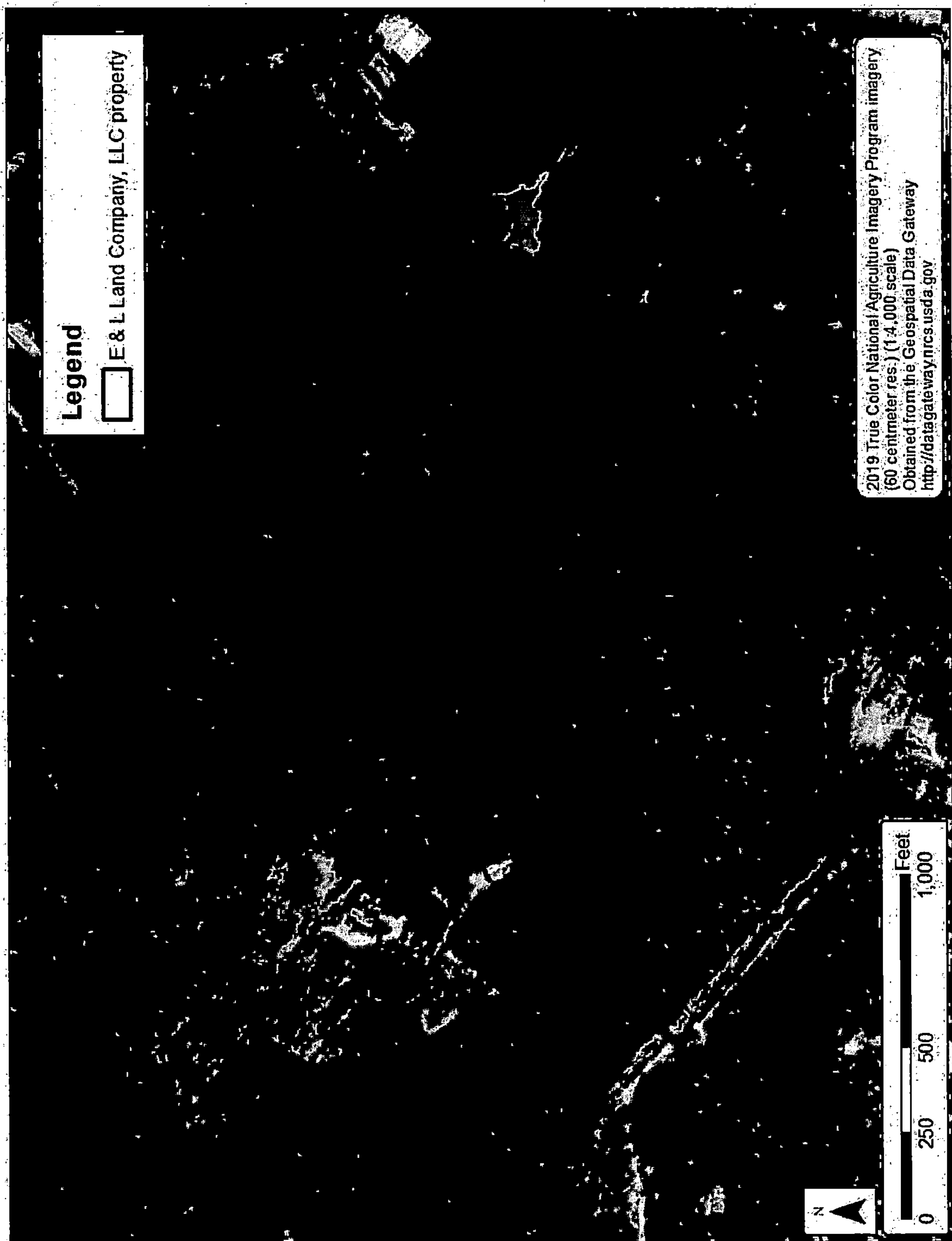


Figure 18. 2019 True Color NAIP imagery (60 centimeter res.) (1:4,000 scale).



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Soils Map

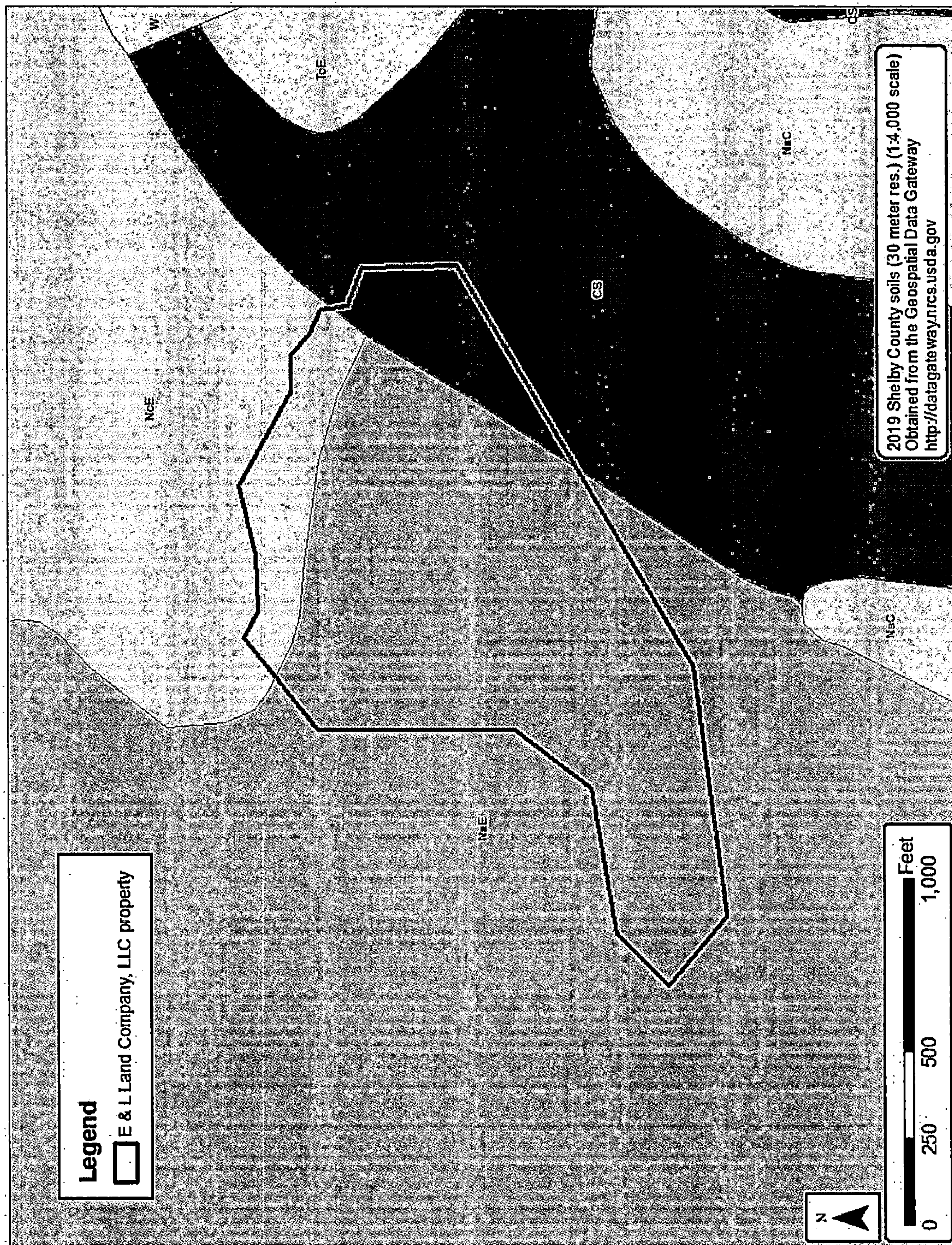


Figure 19. 2019 Shelby County soil types on the E & L Land Company, LLC property (1:4,000 scale).

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The E & L Land Company, LLC property is composed of the following prime Alabama agricultural soils as identified by United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS):

(CS) Choccolocco-Sterrett association, frequently flooded, *Farmland of statewide importance*;



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Conservation Easement Map

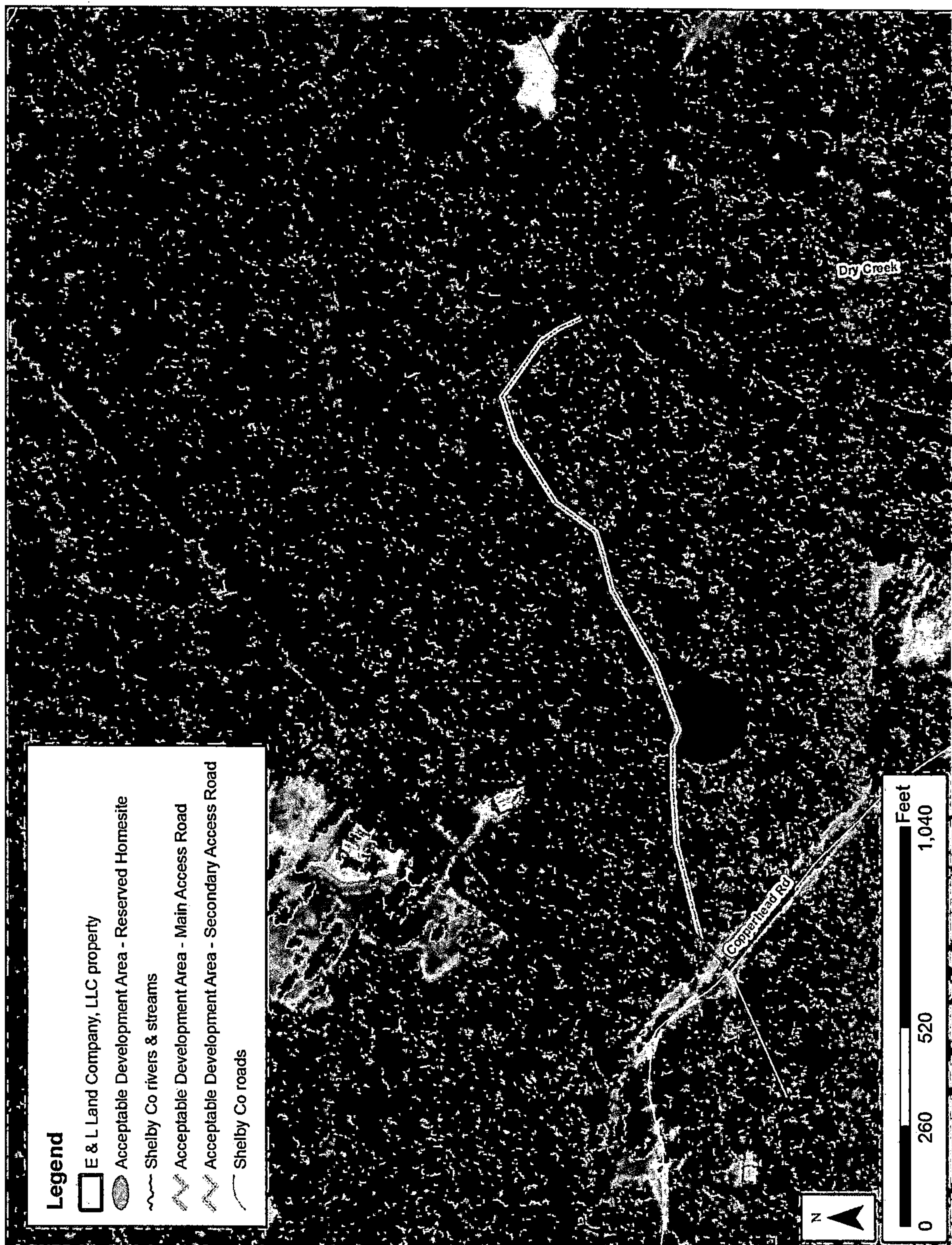


Figure 20. Conservation easement map depicting spatial location of the Acceptable Development Area – Reserved Homesite (in Anemone violet), the Acceptable Development Area – Main Access Road (in mango), and the Acceptable Development Area – Secondary Access Road (in Rose quartz) (1:3,600 scale).

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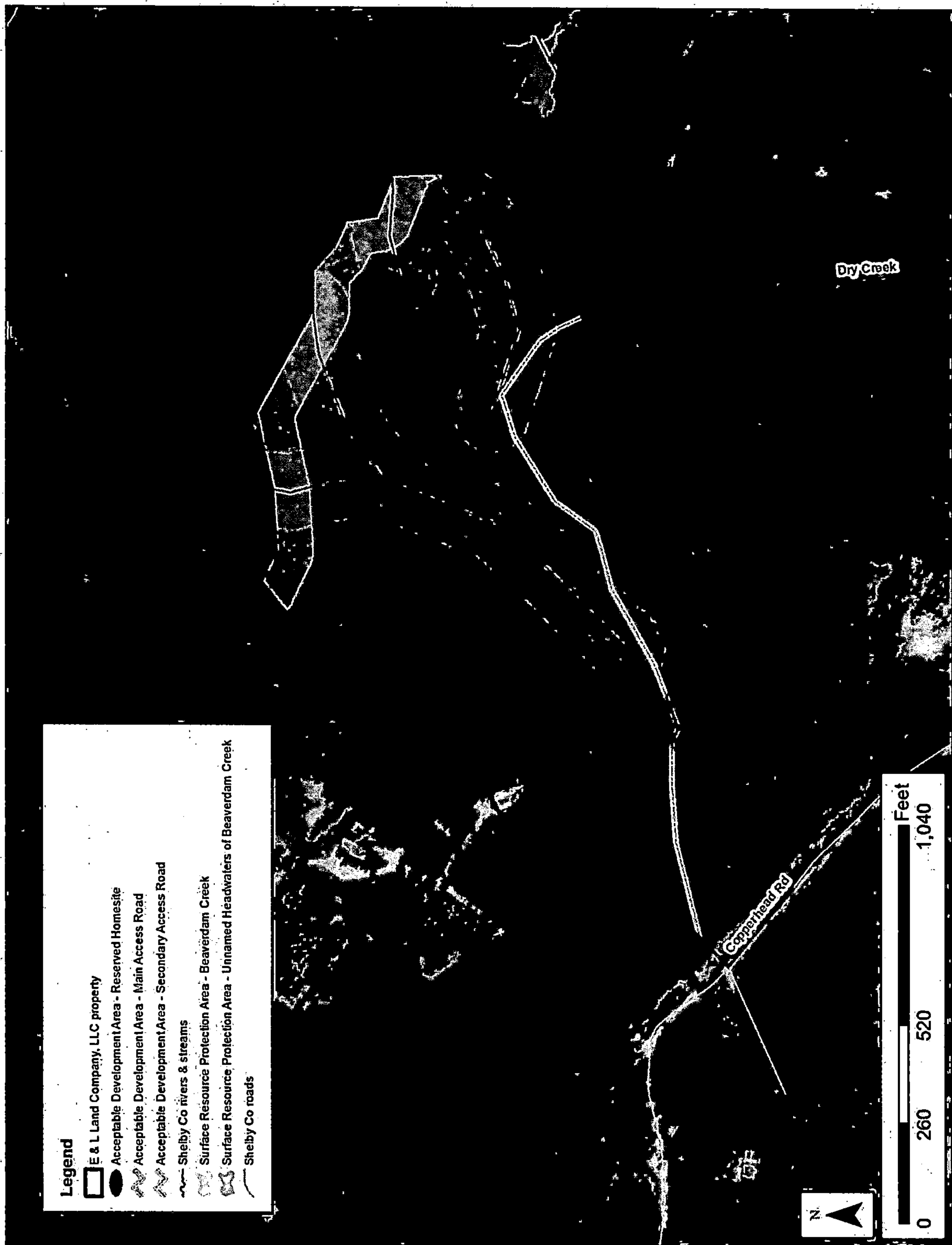


Figure 21. Conservation easement map depicting spatial location of the Shelby Co rivers & streams (in blue), the Surface Resource Protection Area – Beaverdam Creek (in Sugallite sky), and the Surface Resource Protection Area – Unnamed Headwaters of Beaverdam Creek (in Fuchsia pink) (1:3,500 scale).

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Figure 22. Conservation easement map depicting spatial location of the Open Area (in coral) (1:3,500 scale).

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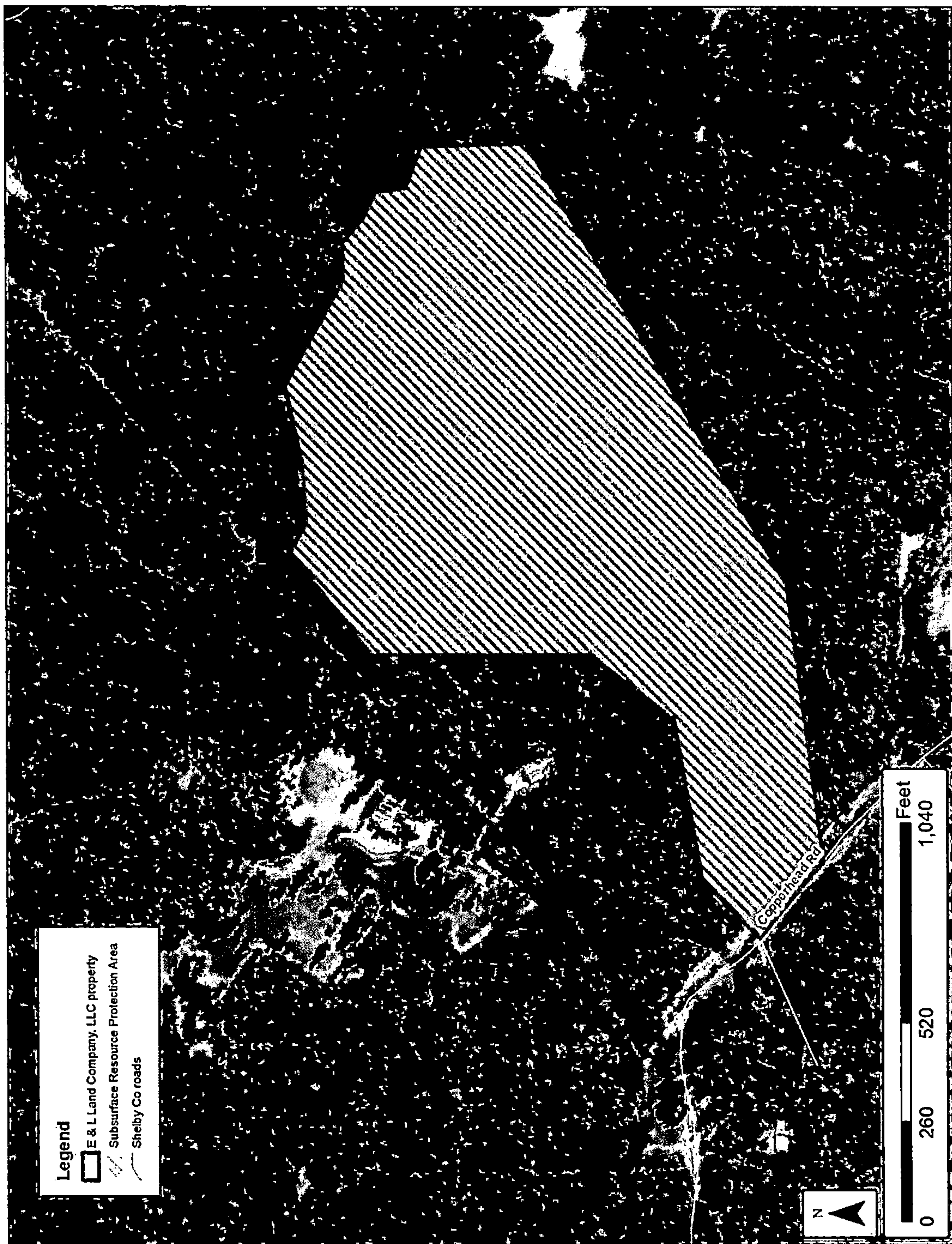


Figure 23. Conservation easement map depicting spatial location of the Subsurface Resource Protection Area (in crosshatched blue/gray) (1:3,500 scale).

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Point Locations Map

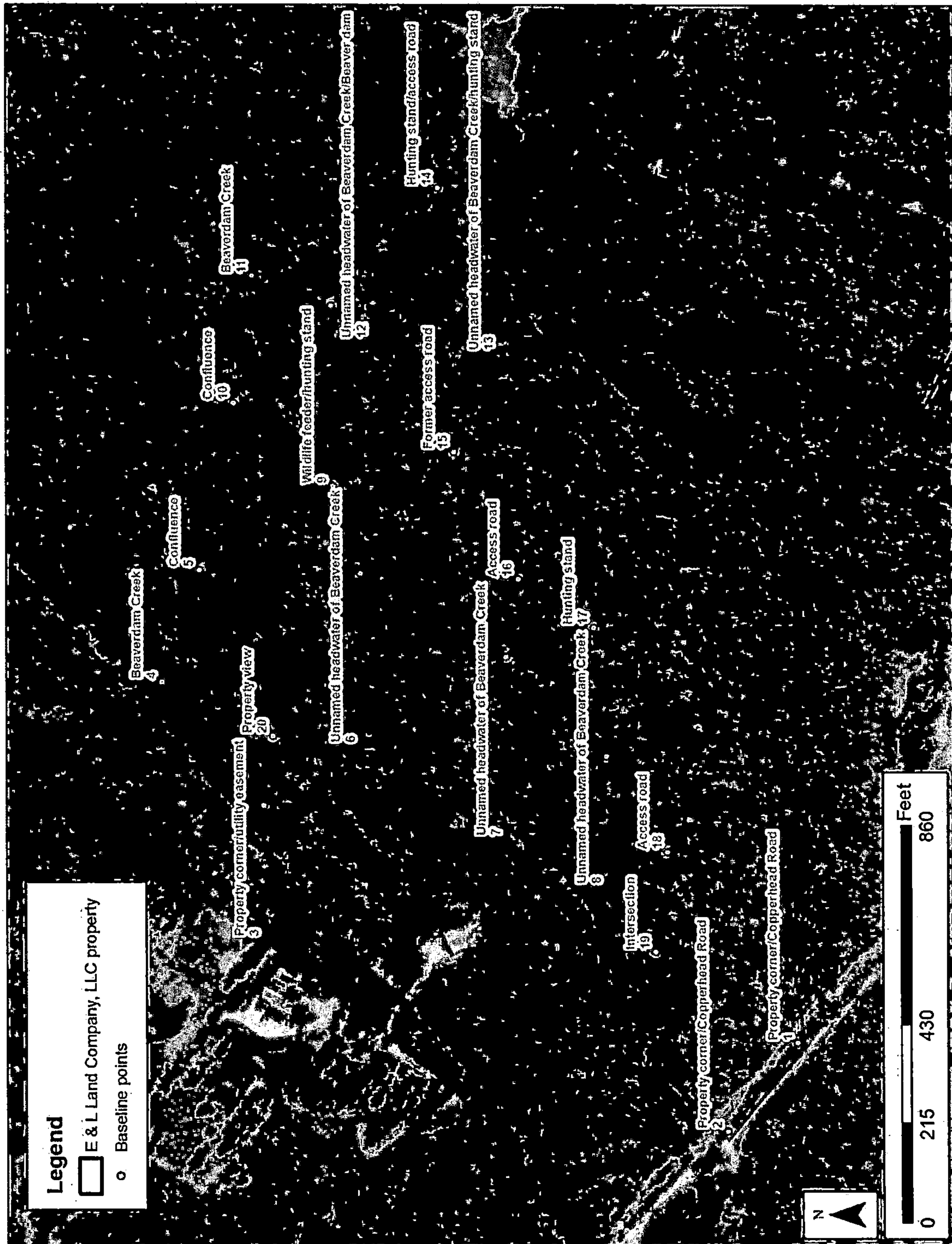


Figure 24. Point locations map depicting spatial locations (in yellow) that correspond to baseline photographs (1:3,000 scale).

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Photographic Documentation



Figure 25. Copperhead Road/property corner (320° orientation) (Waypoint 01).



Figure 26. Copperhead Road/property corner (140° orientation) (Waypoint 01).



Figure 27. Property view/oak-hickory-pine forest (050° orientation) (Waypoint 01).



Figure 28. Utility easement (325° orientation) (Waypoint 01).



Figure 29. Copperhead Road/property corner (145° orientation) (Waypoint 02).



Figure 30. Copperhead Road/property corner (320° orientation) (Waypoint 02).



Figure 31. Property view/oak-hickory-pine forest (060° orientation) (Waypoint 02).

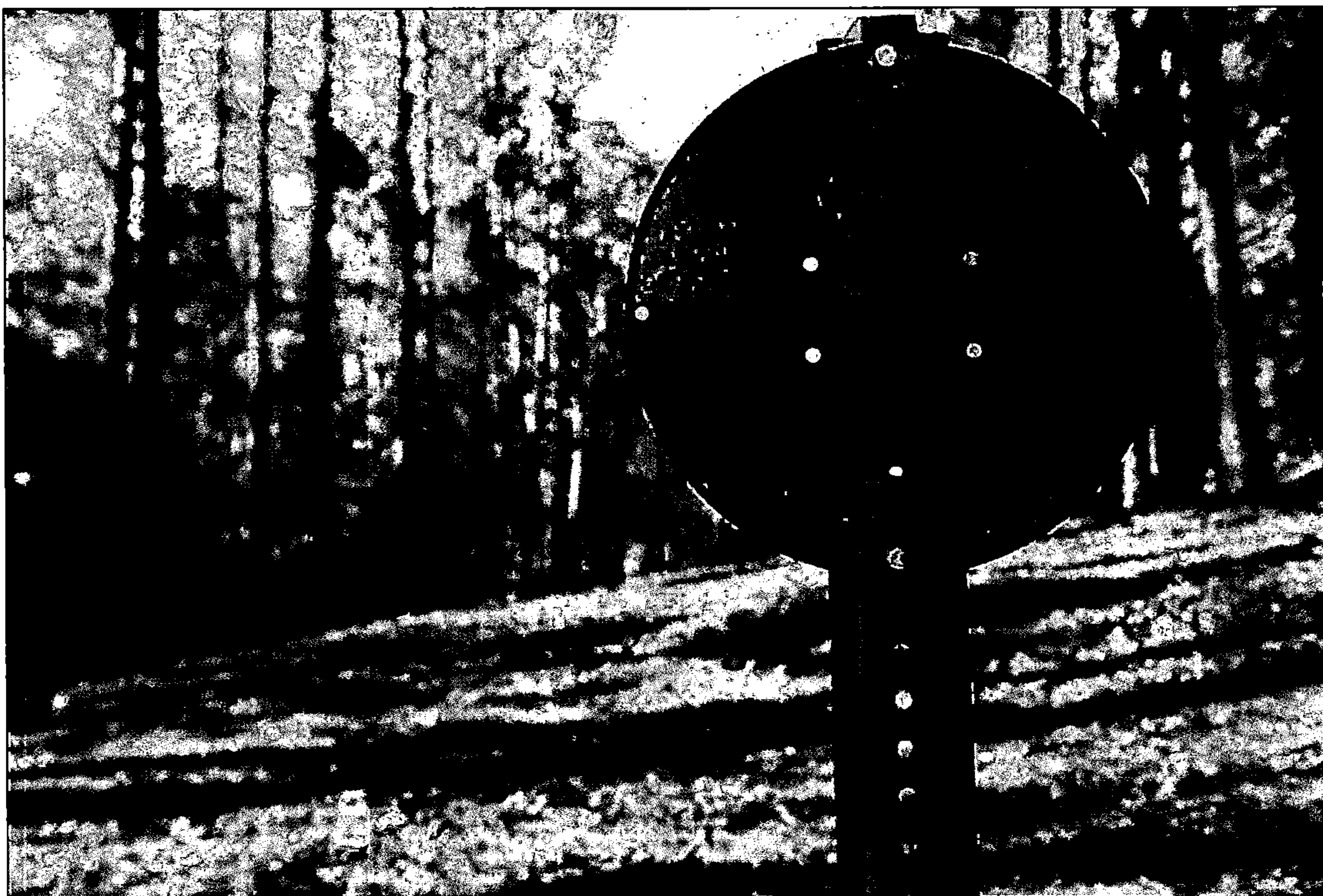


Figure 32. Utility easement/signage (240° orientation) (Waypoint 03).



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Figure 33. Property view/oak-hickory-pine forest (140° orientation) (Waypoint 03).



Figure 34. Utility easement/property line (050° orientation) (Waypoint 03).

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Figure 35. Beaverdam Creek (100° orientation) (Waypoint 04).



Figure 36. Beaverdam Creek (340° orientation) (Waypoint 04).

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Figure 37. Property view (140° orientation) (Waypoint 04).



Figure 38. Utility easement/property corner/Beaverdam Creek (060° orientation) (Waypoint 04).



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Figure 39. Utility easement/property line (220° orientation) (Waypoint 04).



Figure 40. Beaverdam Creek (120° orientation) (Waypoint 05).

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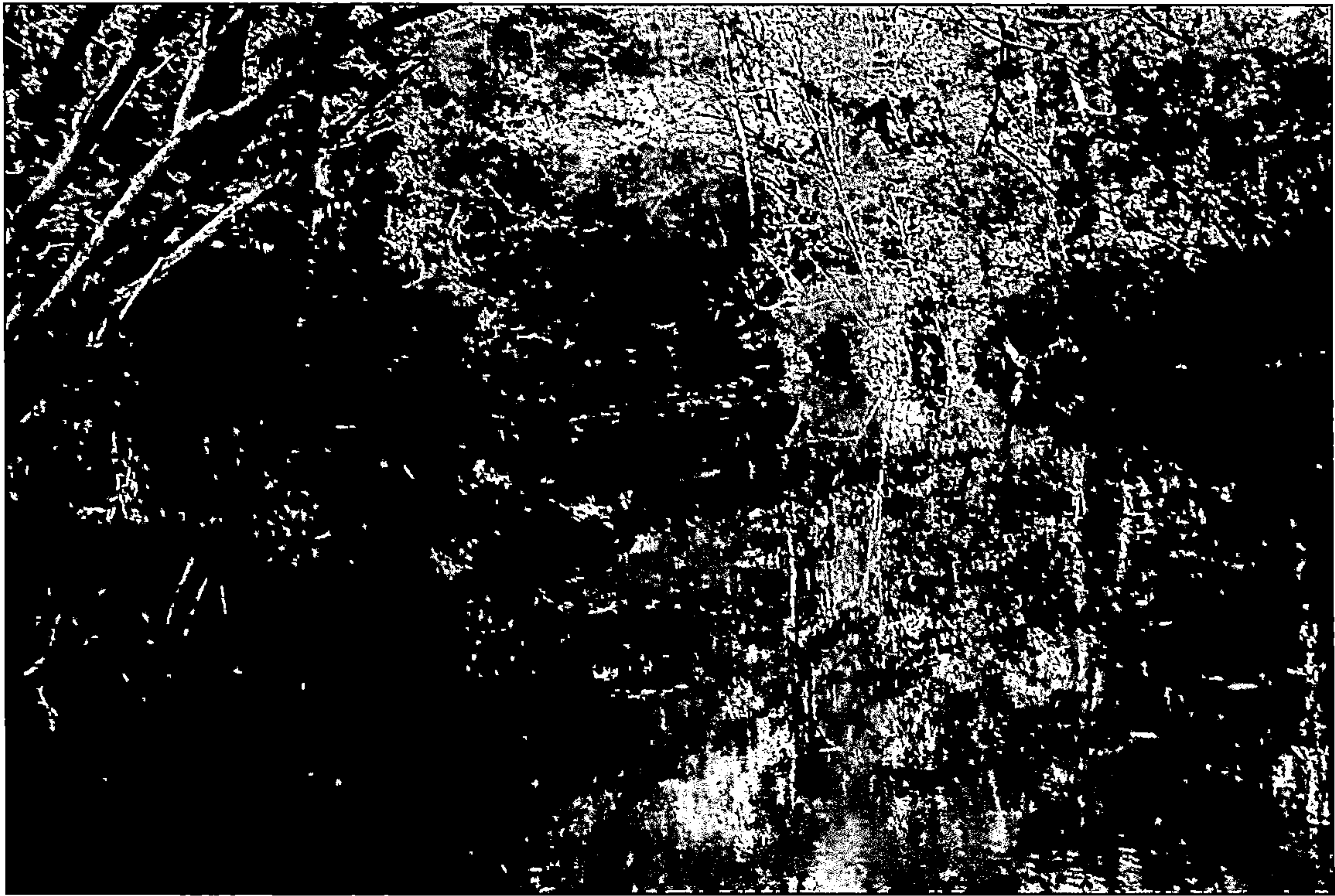


Figure 41. Beaverdam Creek (300° orientation) (Waypoint 05).



Figure 42. Property view/unnamed headwater of Beaverdam Creek/riparian area (075° orientation) (Waypoint 05).

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Figure 43. Property view/oak-hickory-pine forest (170° orientation) (Waypoint 05).



Figure 44. Unnamed headwater of Beaverdam Creek/confluence (180° orientation) (Waypoint 05).

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Figure 45. Property view/oak-hickory-pine forest (090° orientation) (Waypoint 06).



Figure 46. Property view/oak-hickory-pine forest (280° orientation) (Waypoint 06).



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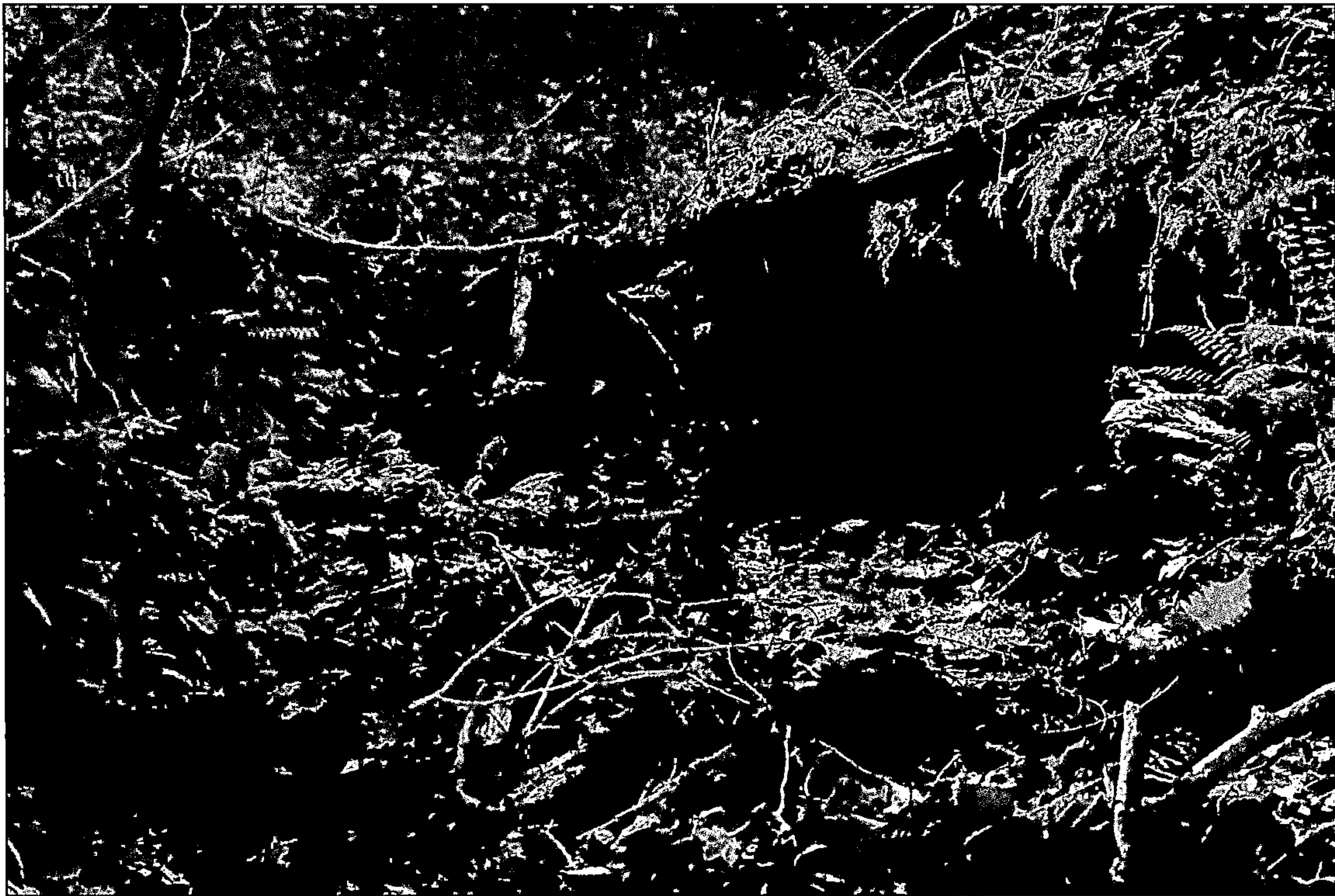


Figure 47. Unnamed headwater of Beaverdam Creek (220° orientation) (Waypoint 06).



Figure 48. Unnamed headwater of Beaverdam Creek (230° orientation) (Waypoint 06).

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Figure 49. Unnamed headwater of Beaverdam Creek (020° orientation) (Waypoint 06).



Figure 50. Eastern Box turtle (*Terrapene carolina carolina*) shell (240° orientation) (Waypoint 07).

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Figure 51. Property view/oak-hickory-pine forest (090° orientation) (Waypoint 07).



Figure 52. Property view/critical habitat/granite outcrop (170° orientation) (Waypoint 07).

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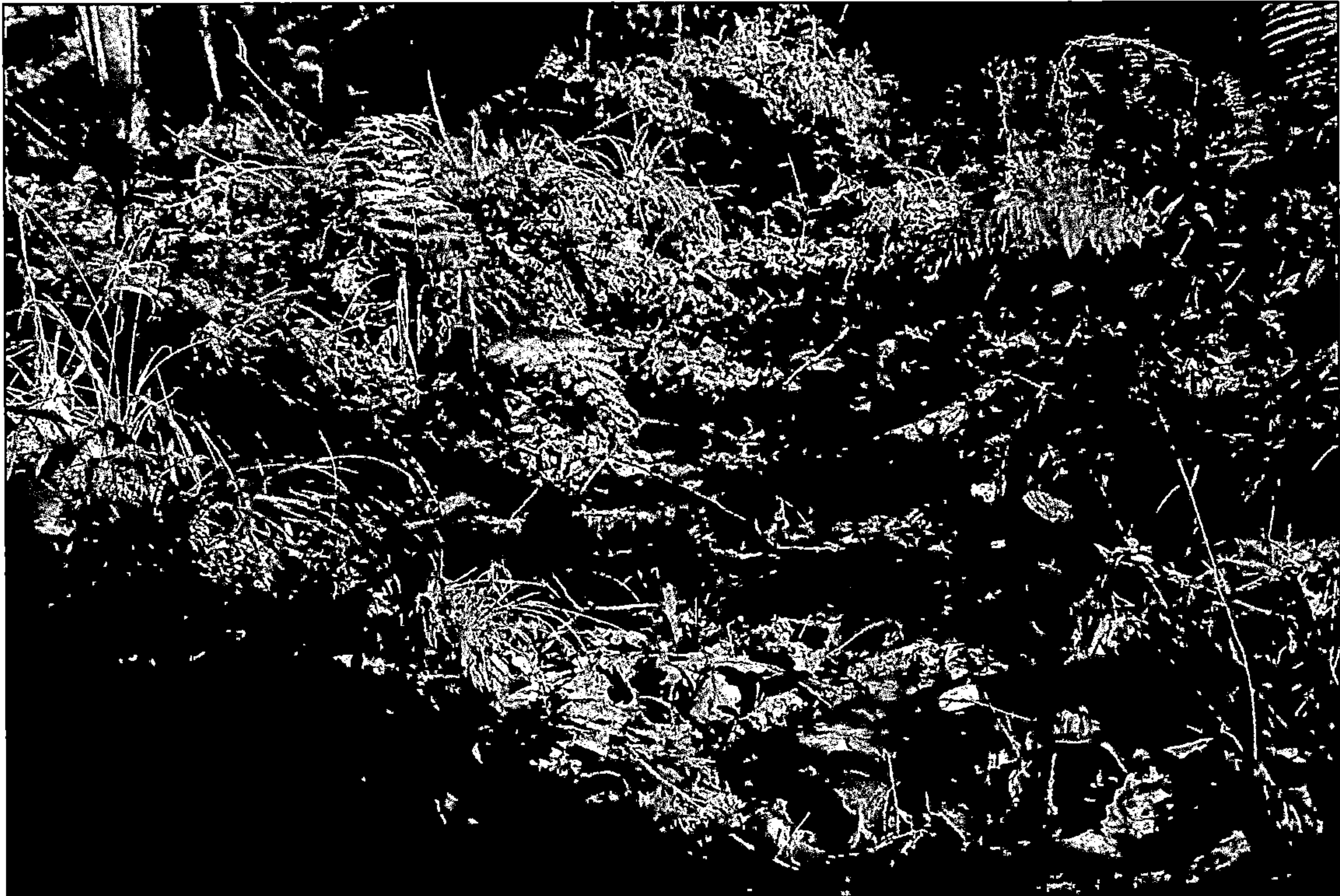


Figure 53. Unnamed headwater of Beaverdam Creek (060° orientation) (Waypoint 07).



Figure 54. Unnamed headwater of Beaverdam Creek (200° orientation) (Waypoint 07).

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Figure 55. Unnamed headwater of Beaverdam Creek (220° orientation) (Waypoint 07).



Figure 56. Property view/oak-hickory-pine forest (275° orientation) (Waypoint 08).

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Figure 57. Critical habitat/granite outcrop (160° orientation) (Waypoint 08).



Figure 58. Unnamed headwater of Beaverdam Creek (020° orientation) (Waypoint 08).

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Figure 59. Unnamed headwater of Beaverdam Creek (185° orientation) (Waypoint 08).



Figure 60. Hunting stand (060° orientation) (Waypoint 09).



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Figure 61. Hunting stand (220° orientation) (Waypoint 09).



Figure 62. Property view/oak-hickory pine forest (040° orientation) (Waypoint 09).

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Figure 63. Property view/oak-hickory-pine forest (100° orientation) (Waypoint 09).



Figure 64. Wildlife feeder (180° orientation) (Waypoint 09).

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Figure 65. Beaverdam Creek (120° orientation) (Waypoint 10).



Figure 66. Beaverdam Creek (310° orientation) (Waypoint 10).

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Figure 67. Property view/Beaverdam Creek (140° orientation) (Waypoint 10).



Figure 68. Unnamed headwater of Beaverdam Creek/confluence (180° orientation) (Waypoint 10)...

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Figure 69. Beaverdam Creek (160° orientation) (Waypoint 11).

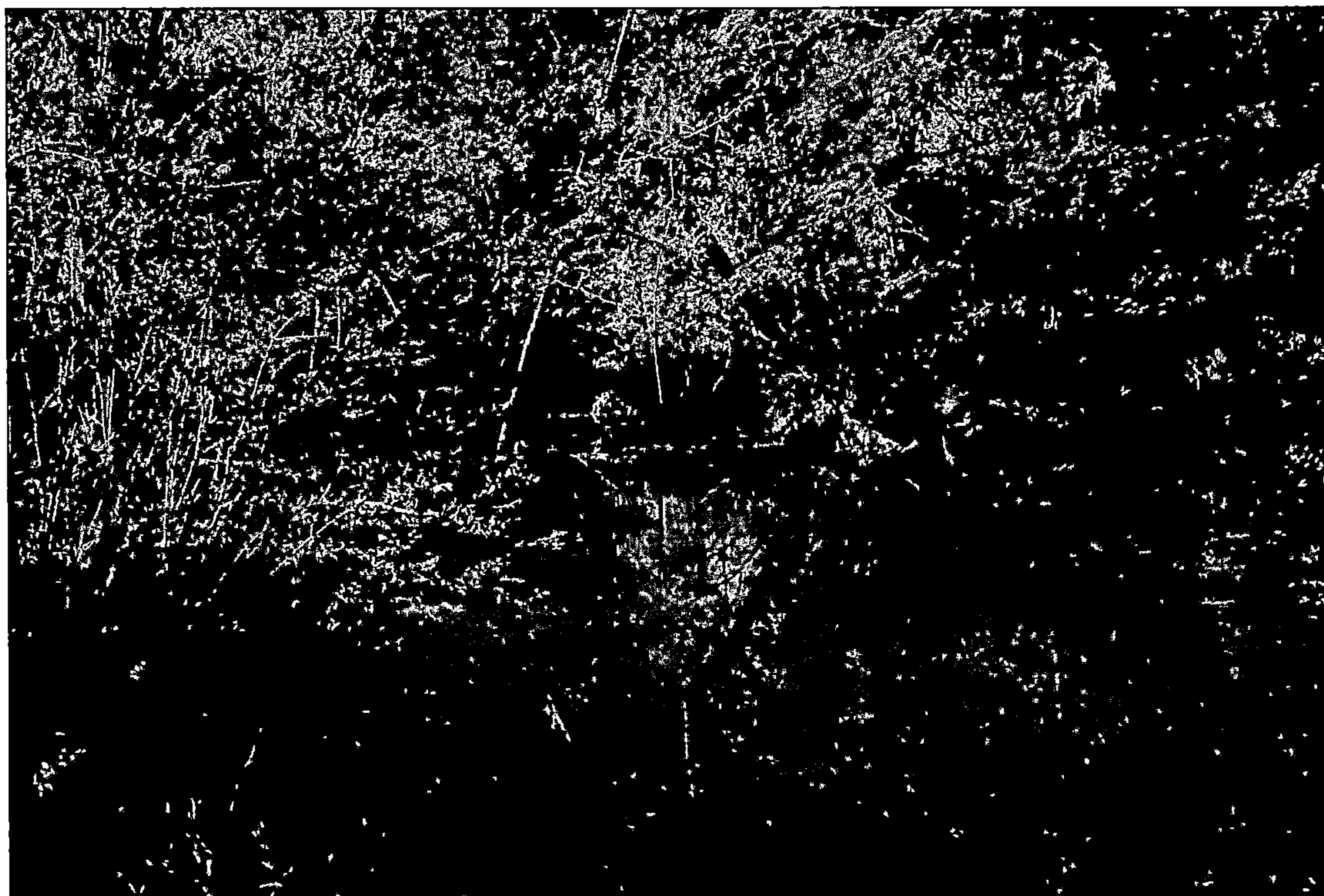


Figure 70. Beaverdam Creek (240° orientation) (Waypoint 11).

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Figure 71. Property view (220° orientation) (Waypoint 11).

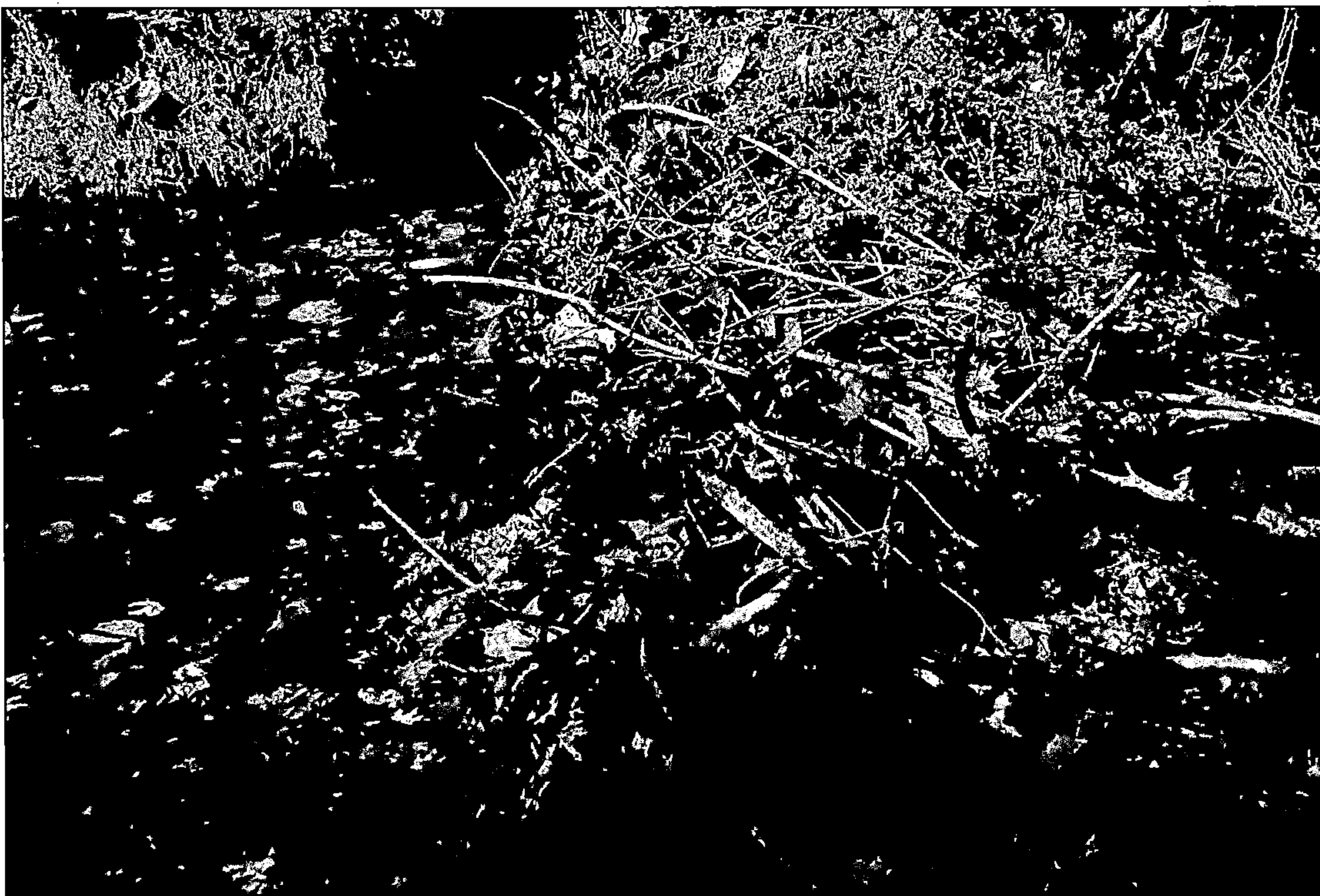


Figure 72. Unnamed headwater of Beaverdam Creek/beaver (*Castor canadensis*) dam (090° orientation) (Waypoint 12).

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Figure 73. Unnamed headwater of Beaverdam Creek/beaver (*C. canadensis*) dam (240° orientation) (Waypoint 12).



Figure 74. Unnamed headwater of Beaverdam Creek/beaver (*C. canadensis*) dam (245° orientation) (Waypoint 12).



Figure 75. Unnamed headwater of Beaverdam Creek (020° orientation) (Waypoint 12).



Figure 76. Unnamed headwater of Beaverdam Creek (200° orientation) (Waypoint 12).

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Figure 77. Hunting stand (020° orientation) (Waypoint 13).



Figure 78. Unnamed headwater of Beaverdam Creek (035° orientation) (Waypoint 13).

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Figure 79. Unnamed headwater of Beaverdam Creek (140° orientation) (Waypoint 13).



Figure 80. Secondary access road (040° orientation) (Waypoint 14).

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Figure 81. Secondary access road (220° orientation) (Waypoint 14).



Figure 82. Hunting stand (120° orientation) (Waypoint 14).

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Figure 83. Secondary access road (140° orientation) (Waypoint 15).



Figure 84. Secondary access road (300° orientation) (Waypoint 15).

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Figure 85. Property view/oak-hickory-pine forest (080° orientation) (Waypoint 15).



Figure 86. Property view/oak-hickory-pine forest (260° orientation) (Waypoint 15).

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Figure 87. Secondary access road (060° orientation) (Waypoint 16).



Figure 88. Main access road (220° orientation) (Waypoint 16).



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Figure 89. Hunting stand (080° orientation) (Waypoint 17).



Figure 90. Property view (160° orientation) (Waypoint 17).

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Figure 91. Main access road (100° orientation) (Waypoint 18).



Figure 92. Main access road (260° orientation) (Waypoint 18).

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Figure 93. Property view/oak-hickory-pine forest (010° orientation) (Waypoint 18).

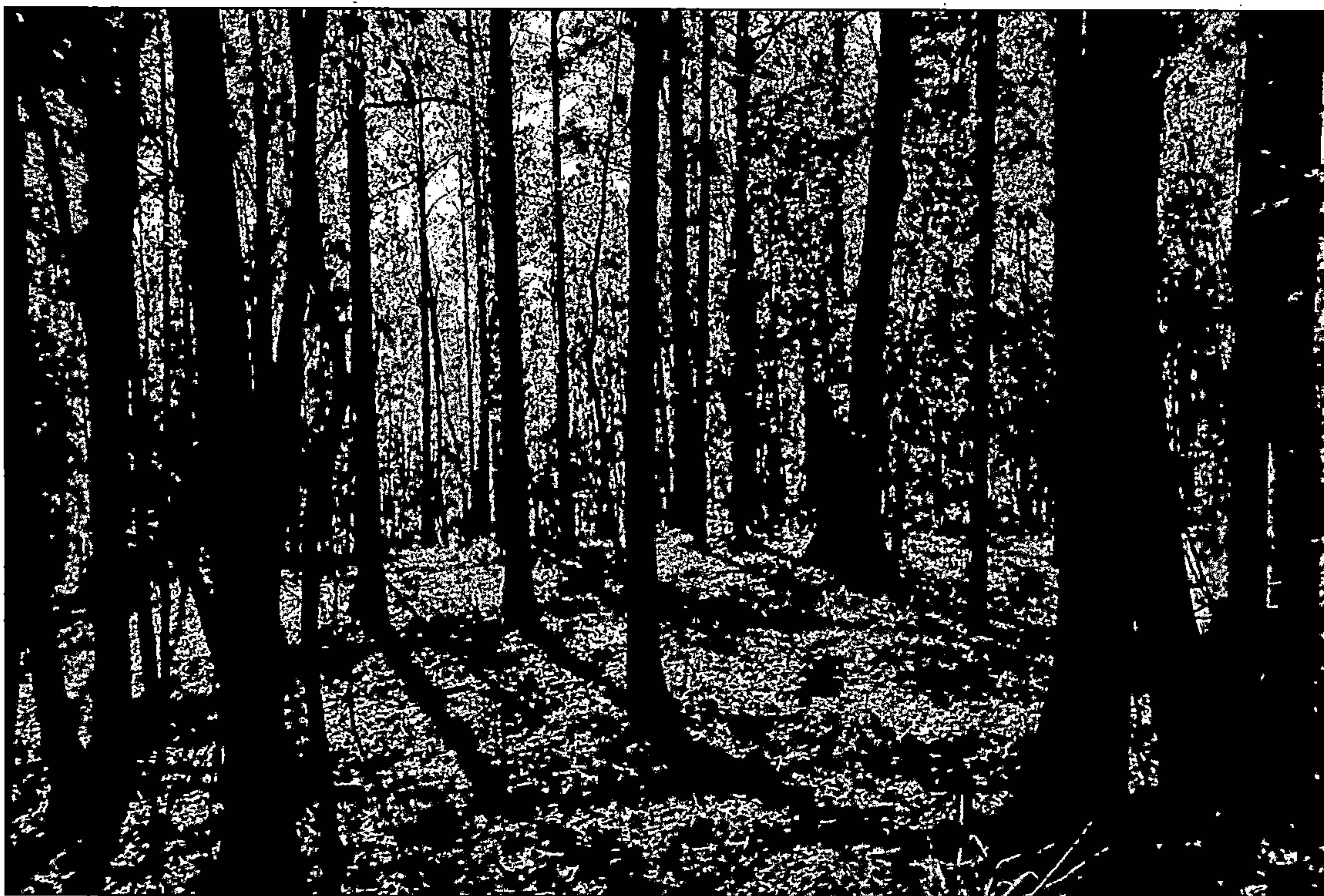


Figure 94. Property view/oak-hickory-pine forest (180° orientation) (Waypoint 18).

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Figure 95. Intersection (045° orientation) (Waypoint 19).



Figure 96. Intersection (280° orientation) (Waypoint 19).



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Figure 97. Intersection (340° orientation) (Waypoint 19).



Figure 98. Property view/oak-hickory-pine forest (020° orientation) (Waypoint 20).

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Figure 99. Property view/oak-hickory-pine forest (100° orientation) (Waypoint 20).



Figure 100. Property view/oak-hickory-pine forest (300° orientation) (Waypoint 20).



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Map Certificate

Maps included in this baseline documentation report were compiled to meet United States National Map Accuracy Standards (NMAS). This map is not the result of a field survey and may not be used as such. These maps were compiled from information procured from the Virtual Alabama, the Geospatial Data Gateway, and the National Map Seamless Server. Users of these maps are hereby notified that the aforementioned primary information source should be consulted for verification of the information contained in these maps.

The boundaries depicted in this Baseline Document Report (Acceptable Development Areas, Surface Resource Protection Areas, Subsurface Resource Protection Area, Open Area, E & L Land Company, LLC property) are approximate. It is the responsibility of the map user to verify boundaries with the appropriate persons.

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Photography Disclaimer

The photographs in this document are depicted with reduced resolution and size to be appropriate for dissemination in paper form. The original, unedited photographs reside on the GIS computer at the Pelican Coast Conservancy, Inc. office at 403 Conti Street, Mobile, Alabama under the path of D:\PCC Properties\State of Alabama\E & L Land Company, LLC\Photographs\Baseline Documentation Photographs\Original Photographs.

Credentials

Robert D. Keller, Ph.D is the Chief Executive Officer of the Pelican Coast Conservancy, Inc. and the Pelican Coast Conservancy, Inc. He received a Bachelor of Science degree with honors in Biology (*cum laude*) from The University of Tampa, and received his doctorate from Wake Forest University. His dissertation project concentrated on the effects of an exotic species (the European wild boar, *Sus scrofa*) on the oak/hickory forests of the Great Smoky Mountains National Park.

Dr. Keller has:

- 1) attended the following Environmental Research Systems Institute (ESRI) instructor-led classes: Introduction to GIS (ArcView 3.2), Advanced GIS (ArcView 3.2), Introduction to GIS I (ArcGIS 9.1), Introduction to GIS II


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- (ArcGIS 9.1), Advanced Analysis (ArcGIS 9.1), Cartography with ArcGIS (ArcGIS 9.1), Creating and Editing Parcels in ArcGIS (ArcGIS 9.2))
- 2) attended the following Duke University graduate program class (GIS-Based Analysis for Conservation Management)
 - 3) created a geographic information systems (GIS) research laboratory, the Environmental Research and Mapping Facility (ERMF) while on faculty at the University of Tennessee – Chattanooga
 - 4) led the Mountain Conservation Trust of Georgia to become the first land trust in the State of Georgia to receive the prestigious Seal of Accreditation from the Land Trust Alliance Accreditation Commission.



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