

20231228000371460 1/4 \$31.00 Shelby Cnty Judge of Probate, AL 12/28/2023 11:19:48 AM FILED/CERT

This instrument prepared by and return to: Long, Ragsdale & Waters, P.C. 1111 N. Northshore Drive, Suite S-700 Knoxville, Tennessee 37919

CROSS REFERENCE: Instrument 20091230000477140 in the Judge of Probate of Shelby County, Alabama records

STATE OF NORTH CAROLINA COUNTY OF BUNCOMBE

ASSIGNMENT OF CONSERVATION EASEMENT

THIS ASSIGNMENT OF CONSERVATION EASEMENT ("Assignment") is executed as of the 27th day of October, 2023, by SOUTHEAST REGIONAL LAND CONSERVANCY, INC., a North Carolina non-profit corporation ("Assignor"), to and in favor of FOOTHILLS LAND CONSERVANCY, a Tennessee non-profit corporation with an address of 3402 Andy Harris Road, Rockford, Tennessee 37853 ("Assignee").

RECITALS

- A. TP LAND COMPANY, LLC, an Alabama limited liability company ("Owner"), as grantor therein, and Assignor, as grantee therein, have entered into a CONSERVATION EASEMENT dated December 30, 2009 (the "Easement Date"), and recorded as Instrument 20091230000477140, in the real property records in the office of the Judge of Probate of Shelby County, Alabama, as the same may have been amended or assigned ("Conservation Easement"), covering approximately 14.3 acres ("Property") located in Shelby County, Alabama. The legal description of the Property subject to the Conservation Easement is set forth in said Conservation Easement and it, together with the terms of said Conservation Easement, are incorporated herein by reference.
- B. Assignee is a non-profit corporation established for the purpose of promoting the preservation of ecologically valuable lands, natural and wildlife habitat, and lands with significant natural and open space values in the Southeastern United States for charitable, scientific, educational and aesthetic purposes.
- C. Assignee is a tax exempt public charity under Sections 501(c)(3) and 509(a)(2) of the Internal Revenue Code, is authorized to accept, hold and administer conservation easements, possesses the authority to accept and is willing to accept an assignment of the Conservation Easement under the terms and conditions hereinafter described, and is a "qualified organization" and an eligible donee within the meaning of Section 170(h)(3) of the Internal Revenue Code and regulations promulgated thereunder.
- D. Assignor is winding up its affairs, and Assignor desires that a land trust focused on the Southeastern United States hold and monitor the terms of the Conservation Easement as a successor land trust to Assignor.



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E. Assignor covenants and represents to Assignee that it has no actual knowledge of any violations of the Conservation Easement since the Easement Date and does further covenant and represent that, to its actual knowledge, the "Baseline Documentation" referenced in the Conservation Easement is currently an accurate description of the land uses and physical features of the Property. Assignee understands that in making the foregoing covenants and representation, Assignor is relying on the reports of others than its officers or employees; Assignor has not been requested or required to inspect the Property as a condition of this Assignment.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms, conditions, restrictions and promises contained in this Assignment, and intending to be legally bound hereby, Assignor does hereby assign, transfer, set over, convey and deliver to Assignee and Assignee hereby accepts and assumes all of Assignor's rights, duties, obligations and interests in or pursuant to the Conservation Easement, incorporated herein by this reference; provided, however, that the duties and obligations hereby assigned to and assumed by Assignee are only the duties and obligations of Assignor under the Conservation Easement after the date first written above, and not any other duty or obligation of Assignor.

IN WITNESS WHEREOF, Assignor and Assignee by authority duly given, have hereunto caused these presents to be executed in such form as to be binding, to be effective upon the date of recordation in the public records of Shelby County, Alabama.

[Signatures on following pages]



20231228000371460 3/4 \$31.00 Shelby Cnty Judge of Probate, AL 12/28/2023 11:19:48 AM FILED/CERT

ASSIGNOR:

SOUTHEAST REGIONAL LAND CONSERVANCY, INC.,

a North Carolina non-profit corporation

By: Well

Name: Hannah Randall

Title: Interim Executive Directo/

ASSIGNEE:

FOOTHILLS LAND CONSERVANCY,

a Tennessee non-profit corporation

William Clabough, Executive Director

20231228000371460 4/4 \$31.00 Shelby Cnty Judge of Probate, AL 12/28/2023 11:19:48 AM FILED/CERT

STATE OF NORTH CAROLINA

jmi/2220-218/Assignment of CE-Saunders Bridge III-2-FINAL

	CORPORA	ATE ACKNOWLEDGMENT
Edmonbe	COUNTY	
REGIONAL LAND Consigned to the foregoing, being informed of the counterily for	onservancy, inc., a and who is known to me ontents of the same, he, and as the act of said cor	
GIVEN under my hand	and seal on this the	day of (12 13).
	MCCRACK MOTARY PUBLIC PUBLIC OMBE COUNTRIBUTION OF THE PUBLIC OUNTRIBUTION OF THE PUBLIC ON THE PUBLIC OF THE PUBL	NOTARY PUBLIC My Commission Expires: My Al, 2025
STATE OF TENNESS COU	CORPORAT	TE ACKNOWLEDGMENT
Clabough, whose name Tennessee non-profit contacknowledged before non-profit conficer and with full automation.	e as Executive Director of orporation, is signed to the ne on this day that, being thority, executed the same	d County and State, hereby certify that William FOOTHILLS LAND CONSERVANCY, a e foregoing, and who is known to me, informed of the contents of the same, he, as such e voluntarily for and as the act of said
GIVEN under my hand	and seal on this the 17	th day of 0 cto ben, 2023.
	MININI III	NOTARY PUBLIC My Commission Expires: 7-1-27