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**Chad Camp
205-478-4974**



39+/- ACRES

Delta, AL - GPS 33.464398, -85.621962

Tallapoosa River 39+/- Acre Wooded Tract which flows into Lake Wedowee a 9,870 Acre Lake. Property has 1,000+/- feet on Tallapoosa River. Property is mostly Hardwood Timber with some Pines. Property has a dedicated 2 Acre Home Site overlooking the River and be great for Kayaking, Canoeing, Fishing, Camping, Swimming and Family Adventures. Power is already along County Road 201. Several boat launch opportunities and pickup locations to Kayak or Canoe the River. Property is access is mostly down Dirt Road about 2.5 miles with Power at the Property. Water would have to be well water. Property is part of a Conservation Easement but does have a 2 Acre Home Site noted in the Conservation Plan. The 2 acre site can be prepped for home site and remaining must stay in it's current setting. This would be perfect for a Cabin in the Woods and minute off I-20. Only 30 Minutes off Exit 199. Only 1.5 Hours from Downtown Atlanta Georgia and Birmingham, Alabama. Brochure includes everything about the Conservation Easement and Contacts to answer any questions you might have.

**Chad Camp
(205) 478-4974**

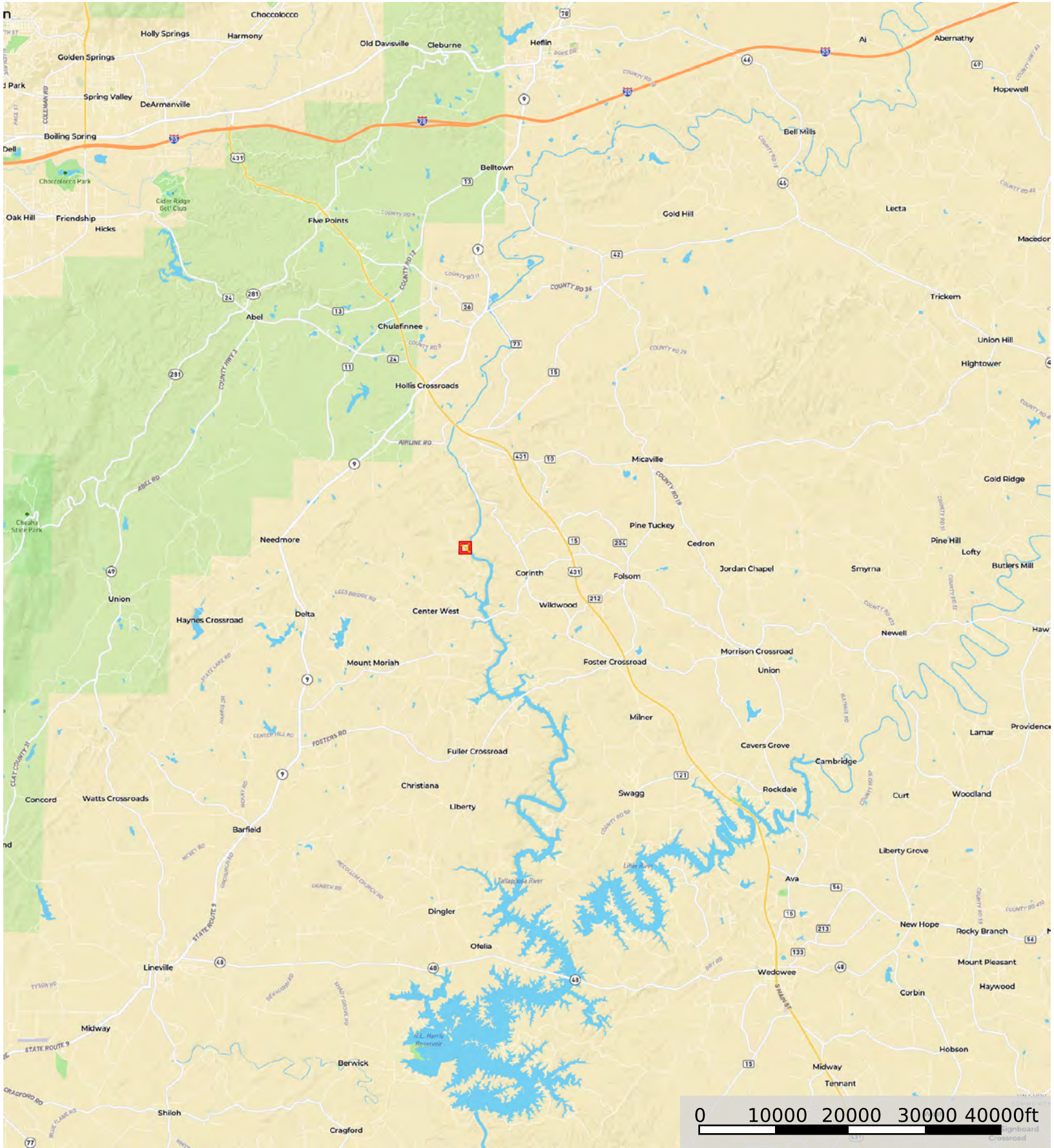


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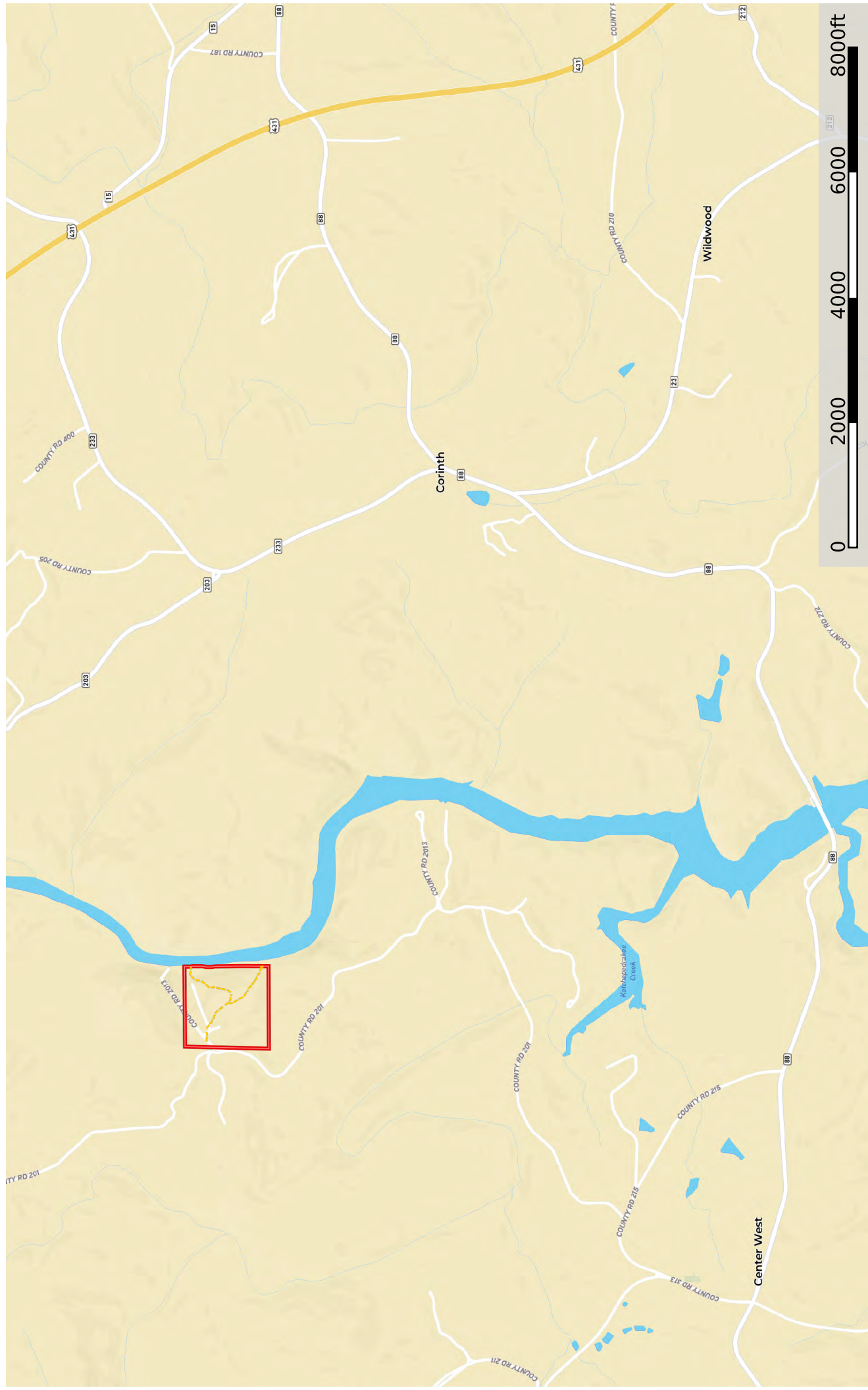
big bear
Alabama, AC +/-



--- Road / Trail Boundary

big bear

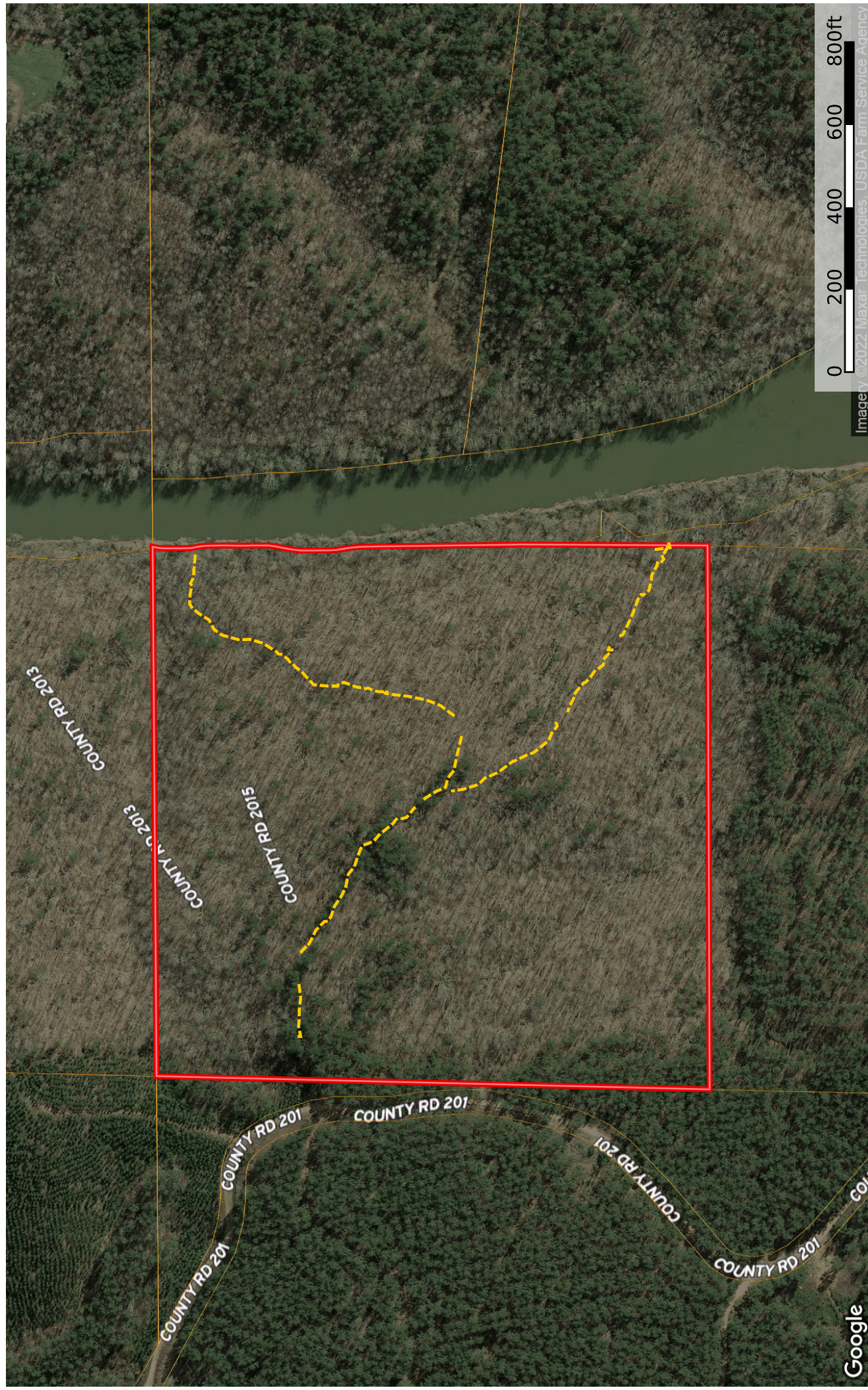
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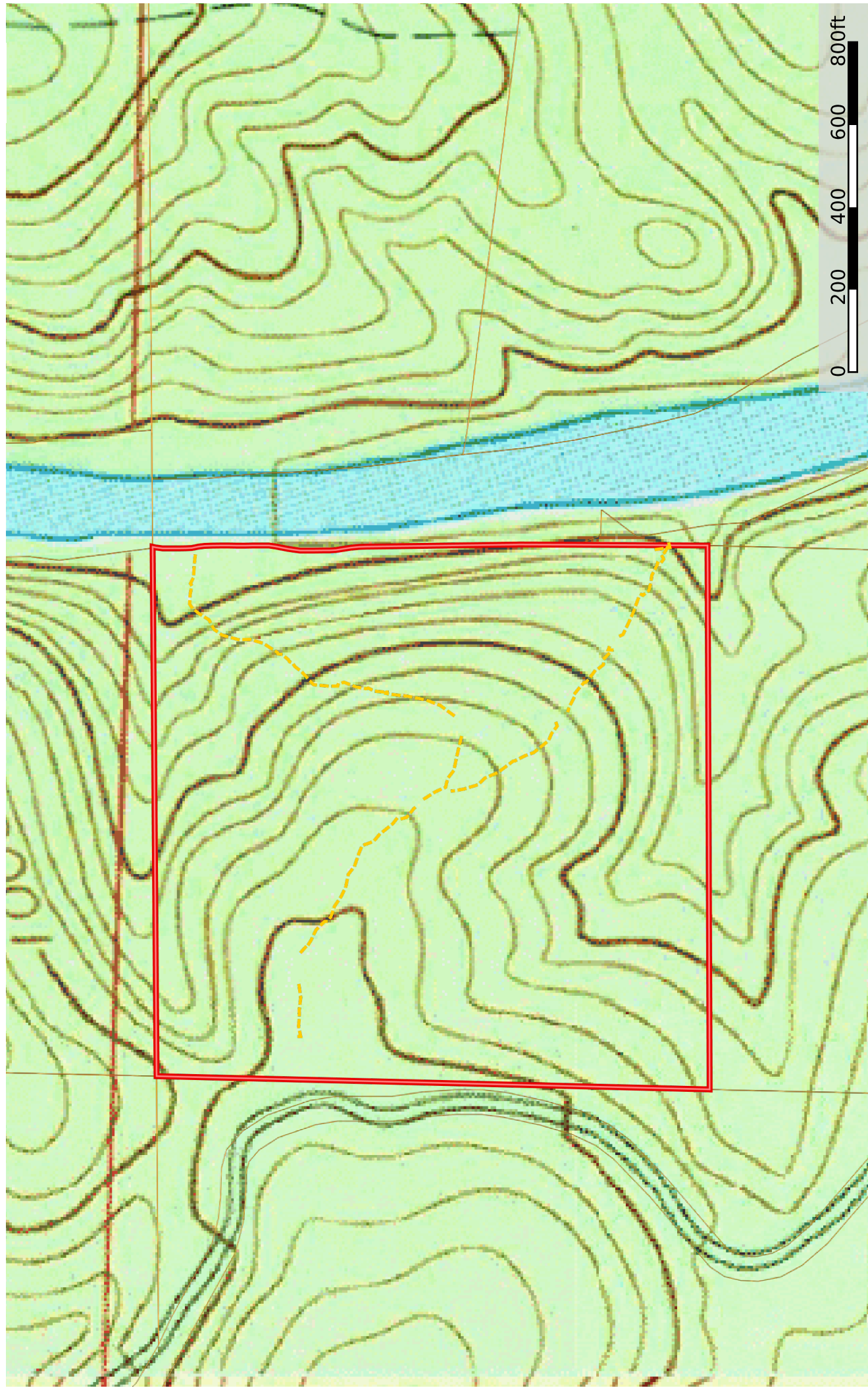


--- Road / Trail

Boundary

chad camp





DEED 397 200
Recorded in Above Book and Page
12/22/2017 08:34:26 AM
Probate Judge
Judge of Probate
Randolph County, Alabama
Deed Fee 0.50
Recording Fee 99.00
TOTAL 99.50

CROSS REFERENCE TO:
Deed Book 390, Page 120, and
Mortgage Book 617, Page 341.
Probate Office of Randolph County, Alabama Records.

AFTER RECORDING, RETURN TO:
Katherine Eddins
Georgia-Alabama Land Trust, Inc.
226 Old Ladiga Road
Piedmont, Alabama 36272

STATE OF ALABAMA
COUNTY OF RANDOLPH

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (herein referred to as this "Conservation Easement") is made this 21st day of December, 2017, by and between **Big Bear Ranch, LLC**, an Alabama limited liability company, its successors and assigns, having an address at 429 South Third Street, Gadsden, Alabama 35901 (together the "Grantor") , in favor of **GEORGIA-ALABAMA LAND TRUST, INC.**, a Georgia non-profit corporation, its successors and assigns, having an address at 226 Old Ladiga Road, Piedmont, Alabama 36272 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in **Randolph County**, Alabama, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference, **39 acres** more or less (the "Property"); and

WHEREAS, the Property in its present state has not been developed and possesses significant open space, forested, watershed, wildlife, relatively-natural and relatively-undeveloped

condition, (collectively the "Conservation Values"). In particular, said Conservation Values include:

1. The protection of a significant, relatively-natural habitat of fish, wildlife, or plants, or similar ecosystem, (including but not limited to, habitat for rare, threatened, and/or endangered species) within the meaning of § 170(h)(4)(A)(ii) of Internal Revenue Code of 1986, *as amended* ("the Code") and the preservation of certain open space (including farmland and forest land) within the meaning of § 170(h)(4)(A)(iii)(II) of the Code. The Property is located in the Ridge and Valley ecoregion of Alabama with significant frontage on Lake Wedowee. Protection of the Property promotes and is pursuant to the Alabama State Wildlife Action Plan (herein "ASWAP") within the meaning of the above referenced Code sections. Promulgated by the Alabama Department of Conservation and Natural Resources ("ADCNR") and conservation partners including the US Fish and Wildlife Service (USFWS), the ASWAP was developed to enable the ADCNR to assess and address its outstanding wildlife diversity on a comprehensive statewide scale. According to the ASWAP, one of the factors impacting wildlife diversity in the Ridge and Valley region is an increase in residential and commercial development along major highways and on the outskirts of metropolitan areas. This has resulted in the loss of wildlife habitat, agricultural and forest land along Lake Wedowee and the Tallapoosa River. This Conservation Easement minimizes impacts from development on ASWAP high priority species and habitats and maintains functional examples of high priority habitat through voluntary land protection on private lands. High priority habitats protected by this Conservation Easement include "Medium to Large Rivers (the Tallapoosa River)", "Dry Hardwood and Mixed Pine Forest" and "Mesic Hardwood Forest". These forest types provide potential habitat for Southern Hognose Snake, Gopher Frog, Rafinesque's Big-eared Bat and Indiana Bat, ASWAP priority and greatest conservation need species. A more detailed discussion list of animals and plants for which the Property provides habitat is set forth in the Baseline Documentation Report.
2. Protection of the Property is pursuant to and furthers the goals of the Alabama Forest Legacy Program (see U.S. Forest Legacy 16 U.S.C. § 2103(c)). The goal of this Program is to protect environmentally important forests, including those with riparian buffers and scenic resources, from conversion to non-forest uses. Goals include protection of the water supply and water quality, as well as aquatic resources. Protecting the Property's ASWAP high priority forest and riparian features furthers the goals of this Program.
3. The preservation of open space for the scenic enjoyment of the general public within the meaning of § 170(h)(4)(A)(iii)(I) of the Code. The Property can be viewed from the Tallapoosa River, which is north of Lake Wedowee. As people boat along the River, they can observe the Property's scenic woodlands.

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

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

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

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

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

WHEREAS, the Conservation Values of the Property are documented in an inventory of relevant features of the Property, on file at the offices of Grantee and referred to as the "Baseline Documentation Report," which is incorporated herewith as **Exhibit "B,"** but is not recorded in full due to its length, which consists of a collection of reports, maps, photographs, and other documentation that both parties agree provide, collectively, an accurate representation of the Property at the time of this Conservation Easement, and is intended to serve as "Documentation" within the meaning of Treas. Reg. § 1.170A-14(g)(5)(i) and as an objective information baseline for monitoring compliance with the terms of this Conservation Easement; and

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

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

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

WHEREAS, Grantee is a domestic non-profit, publicly-funded, tax-exempt, qualified organization under §§ 501(c)(3) and 170(b)(1)(A)(vi) of the Code. Grantee is a domestic non-profit corporation, registered with the Alabama Secretary of State whose mission is to protect land for present and future generations. Grantee is authorized by the laws of the State of Alabama to accept, and is willing to accept, conservation easements for the purpose of preserving and protecting natural, scenic, educational, recreational, or open-space values of real property, and Grantee has the resources and commitment to preserve those values and to enforce the restrictions of this Conservation Easement. Grantee has adopted, by Resolution of its Board of Directors, the Land Trust Alliance's *Land Trust Standards and Practices*, published in 2017. Grantee is a "qualified organization" within the meaning of § 170(h)(3) of the Code, an "eligible donee" within the meaning of Treas. Reg. § 1.170A-14(c)(1), and a "holder" within the meaning of ALA. CODE § 35-18-1(2); and

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

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

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

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

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

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

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

3. Use Limitations. Any activity on, or use of, the Property which is inconsistent with the Purpose of this Conservation Easement is prohibited. The Property shall be restricted from

any development or any use other than those defined in Paragraph 4 below. Grantor hereby acknowledges that Grantee is a necessary party in any proceeding of or before any governmental agency which may result in a license, permit or order for any demolition, alteration, or construction on the Property. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

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

(b) Residential or Commercial Uses. Any residential or commercial uses of, or activity on, the Property inconsistent with the protection of the Property's Conservation Values are prohibited. The following uses and activities are permitted, provided such activities are not conducted in a manner that impairs the Conservation Values or other significant conservation interests: (i) such activities as can be conducted in permitted structures described in Paragraph 4(b) below, and (ii) the leasing of rights retained by Grantor in Paragraph 4(h) below, (iv) recreational access to and uses of the Property as described in Paragraph 4(c) below.

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

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

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

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

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

(h) Signage. Display of billboards, signs, or advertisements is prohibited on or over the Property, except for the posting of no trespassing signs, signs identifying the Conservation Values of the Property, signs identifying Grantor as owner of the Property, directional signs, informational signs about the conservation of the Property, informational signs advertising on-site permitted activities, temporary political signs, and signs advertising the Property for sale or rent—provided that any permitted signs are no larger than 32 square feet.

(i) Utilities. The construction or extension of utility systems is prohibited, except in the following situations: utilities constructed to serve the buildings and improvements which may be constructed on the Property in compliance with the terms of Paragraph 4 hereof. Such utilities may include alternative energy sources, such as solar panels or wind generators, limited to no greater than the amount of total electricity consumed on the Property during the prior twelve (12) months and subject to the limitations in this Paragraph, so long as they are constructed and installed for the purpose of generating energy on the Property for permitted uses on the Property and so long as they are not in locations or in sufficient number to adversely impair the Conservation Values of the Property. Grantor shall provide Grantee with notice of the intent to construct utilities pursuant to Paragraph 5 ("Notices") below.

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

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

(l) Preservation Area. The ASWAP high priority habitat depicted on the "Preservation Map" as "Dry Hardwood Forest" is an existing forested, relatively natural, plant and habitat is designated for preservation (the "Preservation Area.") To preserve the Conservation Values of the Preservation Area, there shall be no Forestry, Agriculture, clearing or cutting of vegetation or timber, establishment of wildlife food plots, or construction of any improvements within the Preservation Area, except for Stewardship as permitted herein. However, for the health and integrity of the Preservation Area Grantor reserves the right to undertake limited non-commercial stewardship activities in the Preservation Area for the stewardship and improvement of the ecological functions of the Preservation Area in accordance with the following: Grantor reserves the right to cut, burn, or remove from the Preservation Area only (i) nuisance exotic/invasive or non-native species and plants, (ii) vegetation specified with Grantee's prior written consent, and (iii) damage caused by storms, insects and other animals, acts of God, disease, fire, unauthorized acts of third-parties and other causes beyond the reasonable control of Grantor. After removing any dead, infested/infected, or otherwise damaged trees or vegetation from the Preservation Area, Grantor may replant and restore the Preservation Area using native species. Grantor shall provide Grantee with notice of said stewardship activities within the Preservation Area pursuant to Paragraph 5 ("Notices") below.

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

4. Reserved Rights. Grantor reserves to itself, and to its successors, and assigns, all rights accruing from ownership of the Property, including right to conduct or permit the following activities on the Property, provided such uses and activities are not conducted in a manner that

impairs the Conservation Values or other significant conservation interests. Without limiting the generality of the foregoing, the following rights are expressly reserved:

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

(b) Forestry and Agriculture.

(i) Definitions.

(A) Forestry and Agriculture. "Forestry," and "Agriculture" as defined herein, are expressly prohibited, except for non-commercial gardens and wildlife openings within the two (2)- acre "Forestry Ag Envelope" depicted on the "Land Management Map" of the Baseline Documentation Report. The permitted gardens and wildlife openings will be of a scale to support the uses of a permitted single-family residential dwelling as described in Paragraph 4(e) below. "Forestry," as that term is used herein, includes the following: the site preparation, planting, growing, harvesting, gathering, and storing of forest products; the growing and stocking of forest trees of any size capable of producing forest products; commercial and pre-commercial treatments related to the production or management of forest products, including thinning activities, prescribed fire, and the lawful use of herbicides; the processing and sale of products produced on the Property with equipment designed for in-woods processing; the cutting and sale of timber and other forest products; and generally-accepted forest management activities to support the planting, growing, gathering, harvesting, and storing of forest products. "Agriculture" includes, but is not limited to, the raising, cultivation, and harvesting of plants, including row crops, pasture grasses, fruit trees, nut trees, and other horticultural crops, as well as sod farming. Also prohibited are the raising and harvesting of domestic farm animals, including but not limited to, cattle, horses, sheep, hogs, goats, and poultry, as well as the operation or use of a slaughtering house, game fencing, game farming, or zoos, as well as industrial or factory-type agricultural operations or by the continuous confinement of domestic farm animals or fish in tightly confined environments for the purpose of raising, feeding, and fattening for market, such as chicken houses, pig lots, feed lots, slaughter houses, or commercial aquaculture, including Animal Feeding Operations" (AFOs) as that term is used by the U.S. Environmental Protection Agency and "Concentrated Animal Feeding Operation" of any size. For reference, see 40 C.F.R. § 122.23 (2003).

(ii) Goals. Land Management shall be performed in a manner that will not impair the Conservation Values of the Property, as hereinafter specified, and in accordance with the following goals: sustainability of soil, air and water quality;

protection of the Preservation Area; sustainability and improvement of forest health; and conservation of native plant and animal species.

(iii) Compliance with Laws & Best Management Practices. Land Management shall be carried out in accordance with all applicable local, state, and federal laws and regulations. Furthermore, land management shall be carried out in accordance with the then-current, scientifically-based practices, including best management practices, generally recommended by the State of Alabama Cooperative Extension, the United States Natural Resource Conservation Service, or other government, private, or non-profit natural resource conservation and management agencies then active.

(iv) Land Management Plan. Land Management shall be carried out in accordance with a written "Land Management Plan" that specifically addresses and is consistent with the terms of this Conservation Easement and the Goals set forth above. The Land Management Plan shall be prepared by a wildlife biologist or a similar natural resource professional within one (1) year of execution of this Conservation Easement. The Land Management Plan shall be updated by a natural resource professional at least every fifteen (15) years. The Land Management Plan and all updates shall be timely provided to Grantee to ensure consistency with the Conservation Purpose pursuant to Paragraph 5 ("Notices") below.

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

(d) Education and Promotion. Grantor reserves the right to conduct workshops, seminars, tours, educational research, and related programs and activities on the Property for the purpose of promoting the scientific, ecological, environmental, wildlife, scenic, aesthetic, or similar Conservation Values of the Property in accordance with the Purpose of this Conservation Easement.

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

(i) Existing Structures/Man-Made Features. At the time of the conveyance of this Conservation Easement, the Property does not contain any improvements other than an existing permeable surfaced wood road/trail.

(ii) New Structures/Man-Made Features. Grantor reserves the right to construct a limited number of new improvements and buildings, "New Structures/Man-Made Features," in a location and number, and pursuant to conditions, as follows:

- (A) Single-family Residential Dwelling. Grantor reserves the right to construct no more than one (1) single-family residential dwelling, together with reasonable appurtenances typically associated with a single-family residential dwelling such as garages, barns, gardens, sheds, gazebo and picnic areas within the two (2) -acre Envelope entitled "Single-family Residential Dwelling, 2 ac" on the "Building Envelope" Maps of the Baseline Documentation Report.

Grantor reserves the right to utilize the existing Road, depicted as "Road Envelope, 18 feet wide" on the "Building Envelope" Maps of the Baseline Documentation Report to serve said structures as described in Paragraph 4(g) ("Roads and Trails"). Notice of any construction of buildings, improvements, roads, or utilities to support said permitted single-family residence and appurtenances shall be provided to Grantee pursuant to Paragraph 5 ("Notices") below.

(iii) Maintenance of Structures/Man-Made Features. "New Structures/Man-Made Features," referenced under Paragraph 4(e) and permitted for construction, may be repaired, improved, reasonably enlarged, removed and/or replaced as depicted within the defined Building Envelope, entitled "Single-family Residential Dwelling, 2 ac" and shown on the "Building Envelope" Maps of the Baseline Documentation Report. Grantor reserves the right to construct, maintain and improve new Utilities on the Property pursuant to Paragraph 3(i) ("Utilities") above. Grantor reserves the right to construct, maintain and operate the existing Road on the Property and to construct a trail pursuant to Paragraph 4(f) ("Roads and Trails"). The sites of removed structures shall be restored to a relatively-natural condition within a reasonable amount of time after a removal. Notice of any construction for the enlargement or replacement of buildings and improvements permitted herein shall be provided to Grantee pursuant to Paragraph 5 ("Notices") below.

(A) Impervious Surface Limitation. Total impermeable surfaces shall not exceed one percent (1%) of the size of the Property. Impervious surfaces include without limitation, the footprint of all existing and future buildings, structures and/or improvements, roofs, paved parking and road areas, and concrete pads. Structure footprints shall be measured along the outermost perimeter of such structures, at ground level or above, including any attached or associated decks, steps, porches or other enclosed or open-air attachments.

(iv) Protection of Conservation Values. Structure and associated road and utility placement, and any construction shall be performed in such a manner as to minimize interference with the environment and the Conservation Values, and shall be done and approved in accordance with all applicable zoning, governmental,

and permitting standards and regulations. Structures, roads, and utilities shall not be placed in locations which impair the Conservation Values set forth herein. Grantor shall take reasonable steps to minimize runoff from any construction. Any area of the Property disturbed by construction activities shall be restored to a relatively-natural condition within a reasonable time period following completion of said construction.

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

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

- (A) The existing permeable surfaced road on the Property for activities permitted by this Conservation Easement using primarily permeable materials (dirt, stone, gravel, and the like);
- (B) Reasonably widen the existing road, up to a width of no more than eighteen feet (18-feet), in order to safely support vehicles or equipment.

(ii) New Trail. Provided it will not impair the Conservation Values of the Property, Grantor reserves the right to construct, use, and maintain a permeable hiking trail on the Property, for outdoor recreational activities as permitted herein, not to exceed eight feet (8-feet) wide. Prior to construction, proper notice will be provided to Grantee pursuant to Paragraph 5 ("Notices") below:

(iii) Road/Trail Construction, Maintenance and Operation. Construction, maintenance, and operation of the existing road and/or permitted trail shall not cause significant erosion, or soil loss, or compromise the ecological integrity of the Property and its Preservation Area, and shall be done and approved in accordance with all applicable zoning, governmental, and permitting standards and regulations.

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

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

Conservation Easement, and notice is provided to Grantee pursuant to Paragraph 5 ("Notices") below.

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

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

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

- (i) Whenever Grantor exercised the following reserved rights set forth herein:
 - Prior to any sale or other transfer of the Property – Paragraph 3(c);
 - Stewardship activities within the Preservation Area – Paragraph 3(l) ("Preservation Area");
 - Construction, including enlargement or replacement, of structures and improvements – Paragraph 4(e) ("Improvements");
 - Construction or widening of the existing road or construction of permitted trail – Paragraph 4(f) ("Roads and Trails");
 - entering into leases (including hunting and agricultural rights) – Paragraph 4(g) ("Leases"); or
 - Participation in ecological programs – Paragraph 4(h).
- (ii) Whenever Grantor seeks to undertake an action that may have an adverse impact on the Conservation Values set forth herein;
- (iii) Prior to commencement of any proceeding of or before any governmental agency which may result in a license, permit, or order for any demolition, alteration or construction on the Property;
- (iv) If Grantor receives notice of a condemnation action; or
- (i) as otherwise required under Treas. Reg. §1.170A-14(g)(5)(ii).

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

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

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

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

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

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

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

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

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

14. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

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

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

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

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

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

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

21. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divest itself of any interest in all or a portion of the Property (excluding new liens or mortgages), including without limitation a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least forty-five (45) days prior to the date of such transfer. The failure of Grantor to

perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

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

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

To Grantor: Big Bear Properties, LLC
Attn: C. Barry Dabbs
429 South 3rd Street
Gadsden, Alabama 35901

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

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

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

25. Amendment. No amendment shall be allowed that will (i) affect the status of this Conservation Easement as a "qualified real property interest" within the meaning of § 170(h)(2) of the Code; (ii) cause this Conservation Easement to be contributed to an organization other than a "qualified organization" with the meaning of § 170(h)(3) of the Code; (iii) affect the status of Grantee as a "qualified organization" within the meaning of § 170(h)(3) of the Code; (iv) cause this Conservation Easement to be contributed other than "exclusively for conservation purposes" within the meaning of §§ 170(h)(1), (4), and (5) of the Code; (v) affect the status of this Conservation Easement as a conservation easement within the meaning of ALA. CODE §§ 35-18-1, et seq.; or (vi) affect the qualification of this Conservation Easement or the status of Grantee

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under any applicable laws, including but not limited to ALA. CODE § 35-18-3(b) or § 170(h) of the Code. Any such amendment shall be recorded and cross referenced to this Conservation Easement in the official records of Randolph County, Alabama.

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

27. Development Rights. Grantor and Grantee agree that all development rights, except those associated with the permitted structures as noted in Paragraph 4 above, that are now or hereafter allocated to, implied, reserved, or inherent in the Property are terminated and extinguished, and shall not be used on or transferred to any other property not within the Property or used for the purpose of calculating permissible lot yield of the Property or any other property.

28. General Provisions.

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

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

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

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements, all of which are merged herein. No alteration or

variation of this instrument shall be valid or binding unless contained in an Amendment that complies with the provisions of this Conservation Easement.

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

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

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

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

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

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

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

(l) Tax Deduction. Grantee makes no warranty, representation or other assurance regarding the availability, amount or effect of any deduction, credit, or other benefit to Grantor or any other person or entity under United States or any state, local or other tax law to be derived from the conveyance of this Conservation Easement, or other transaction associated with the conveyance of this Conservation Easement. The conveyance of this Conservation Easement

is not conditioned upon the availability or amount of any tax deduction, credit or other benefit. Grantee makes no warranty, representation or other assurance regarding the value of this Conservation Easement donation or of the Property. As to all of the foregoing, Grantor is relying upon Grantor's own legal counsel, accountant, financial advisor, appraiser or other consultant and not upon Grantee or any representative, legal counsel, accountant, financial advisor, appraiser or other consultant of Grantee.

(m) Environmental Representations. Grantor covenants and represents that, to the best of its knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are no underground storage tanks located on the Property. If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor shall take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefore. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability to Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and any corresponding state statute.

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

(o) Baseline Documentation Report, Exhibit "B". In order to establish a present condition of the Conservation Values so as to be able to properly monitor future uses of the Property, assure compliance with the terms hereof, and to provide "Documentation" within the meaning of Treas. Reg. § 1.170A-14(g)(5)(i), Grantee has caused to be prepared the Baseline Documentation Report dated November 13, 2017. Grantor and Grantee acknowledge and agree that, in the event that a controversy arises with respect to the nature and extent of Grantor's historical and present use or the physical condition of the Property subject to this Conservation Easement, the parties may look beyond the Baseline Documentation Report, if necessary, to other relevant or material documents, surveys, reports, and other evidence showing conditions at the time of execution of this Conservation Easement to assist in the resolution of the controversy. Any characterization of the terms of this Conservation Easement contained in the Baseline Documentation Report shall not be interpreted so as to alter, amend, or otherwise modify this Conservation Easement. In any conflict or inconsistency between the terms of this Conservation Easement and the Baseline Documentation Report, the terms of this Conservation Easement shall prevail.

29. List of Attached Exhibits.

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

[Remainder of this page left intentionally blank]

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

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

Entered into this 21 day of December, 2017.

GRANTOR:

Big Bear Properties, LLC
An Alabama Limited Liability Corporation

By: *C. Barry Dabbs* Date: 12-21-17
 Name: C. Barry Dabbs
 Its: Member/Manager

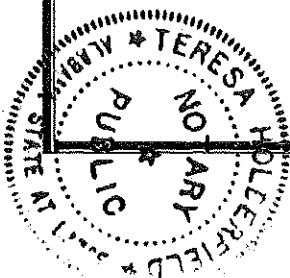
STATE OF Alabama
 COUNTY OF Etowah

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that C. Barry Dabbs, whose name as Member/Manager, of Big Bear Properties, LLC, an Alabama Limited Liability corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officers/authorized representatives and with full authority, executed the same voluntarily, for and as the act of said corporation.

(Notary Seal)

Notary Public: *Teresa Holderfield* Date: 12/21/17

My Commission Expires: MY COMMISSION EXPIRES AUGUST 7, 2018



GRANTEE:

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

By: Katherine Eddins

Katherine Eddins
Its: Executive Director

Date: 12/21/17

STATE OF ALABAMA

COUNTY OF At Large

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

(Notary Seal)

Notary Public: Jamie M. WilliamsonDate: 12/21/17My Commission Expires: 29 June 2018

SCHEDULE OF EXHIBITS

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B: BASELINE DOCUMENTATION REPORT

EXHIBIT C: SUBORDINATION TO CONSERVATION EASEMENT AGREEMENT

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

NE ¼ of NW ¼, Section 17, Township 18, Range 10, containing 39 acres, more or less.

Subject to all rights and easements owned by Alabama Power Company lying below the 800 feet mean sea level of the Tallapoosa River as set by the U.S. Geological Survey.

Subject to that perpetual easement to Alabama Power Company as recorded in Deed Book 126, at pages 967-970 as found in the found the office of the Judge of Probate of Randolph County, Alabama.

EXHIBIT "B"**BASELINE DOCUMENTATION REPORT**

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

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EXHIBIT "C"

STATE OF ALABAMA
COUNTY OF Randolph

Subordination to Conservation Easement Agreement

This Agreement is entered into by and among, **ALABAMA FARM CREDIT, PCA**, having an address at 65696 Alabama Highway 77, Talladega, Alabama ("Lender"), **BIG BEAR RANCH, LLC**, an Alabama limited liability company, having an address 429 South Third Street Gadsden, Alabama 35901, (together the "Owner" or "Grantor") and **GEORGIA-ALABAMA LAND TRUST, INC.**, a nonprofit Georgia corporation, having an address at 226 Old Ladiga Road, Piedmont, Alabama, 36272 ("Land Trust" or "Grantee").

WHEREAS, Mortgagor is the owner of that certain real property in **Randolph County, Alabama** described in **Exhibit "A"** attached hereto above, and incorporated by this reference ("Property"); and

WHEREAS, Mortgagee is the holder of a promissory note made by Owner, dated December 14, 2016, in the original principal amount of Two Hundred Fifty-three Thousand and no/100s Dollars (\$253,000.00) ("Note"), which is secured by a "Deed to Secure Debt" encumbering the Property of even date therewith, recorded in Mortgage Book 617, Page 341 in the Probate Office of Randolph County, Alabama, ("Mortgage"); and

WHEREAS, concurrently with this Exhibit "C", Owner is conveying a conservation easement over the Property to Land Trust, ("Easement"); and

WHEREAS, upon Owner's request, Lender has consented to subordinate the Mortgage to the terms of the Easement, which Mortgagee has reviewed and approved; and

WHEREAS, the Easement, which would not otherwise be conveyed by Owner nor accepted by Land Trust, is being conveyed and accepted in reliance on this agreement;

NOW, THEREFORE, in consideration of the above and the mutual covenants and promises contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is represented and agreed as follows:

1. The Mortgage is subordinated and hereafter shall be junior to the Easement to the extent necessary to permit Land Trust to enforce the purpose of the Easement in perpetuity and prevent any modification or extinguishment of the Easement by the exercise of any right of Lender.
2. The priority of the Mortgage with respect to any valid claim on the part of Lender to the proceeds of any sale, or the leases, rents, and profits of the Property, is not affected hereby, and any lien that may be created by Land Trust's exercise of any of its rights under the

Easement shall be junior to the Mortgage; provided, however, that if the Easement is terminated, extinguished, or taken (in whole or in part), through the exercise of eminent domain under any of the circumstances described in the Easement, Land Trust shall be entitled to compensation in accordance with the terms of the Easement regarding Proceeds.

3. If at any time in an action to enforce the Easement, Land Trust obtains injunctive relief requiring that the Property be restored in any respect, Mortgagee shall not be held liable for any costs of restoration regardless of who is in possession of the Property, unless Mortgagee or its agents or employees is responsible for the condition requiring restoration.
4. In the event of the foreclosure of the Mortgage, whether by judicial decree or pursuant to a power of sale, the Easement shall not be extinguished but shall survive and continue to encumber the Property.
5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns.
6. The individual(s) signing below, signing on behalf of the Lender, _____ represents and warrants that he has the requisite authority to bind the entity on whose behalf he is signing.
7. This agreement shall be recorded as Exhibit "C" with the Easement.

[Remainder of this page left intentionally blank, signatures begin on the following page.]

Entered into this 20 day of December, 2017.

LENDER:

ALABAMA FARM CREDIT, PCA

By: 
Jim Tollison, Jr.
Its: Vice President

Date: 12-20-2017

STATE OF Tallahassee ~~Alabama~~
 COUNTY OF Tallahassee

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jim Tollison, Jr., whose name as Vice President, of Alabama Farm Credit, PCA, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation.




 Notary Public:

Date: 12-20-17

My Commission Expires:



OWNER:

BIG BEAR RANCH, LLC
An Alabama Limited Liability Company

By: C. Barry Dabbs Date: 12-21-17
C. Barry Dabbs
Its: Member/Manager

STATE OF Alabama
COUNTY OF Cherokee

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that C. Barry Dabbs, as the Member/Manager of Big Bear Ranch, LLC, an Alabama Limited Liability Corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such members and with full authority, executed the same voluntarily, for and as the act of said corporation.

(Notary Seal)

Notary Public: Teresa Holderfield

Date: 12/21/17

My Commission Expires:

MY COMMISSION EXPIRES AUGUST 7, 2018



LAND TRUST:

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

By: Katherine EddinsDate: 12/21/17

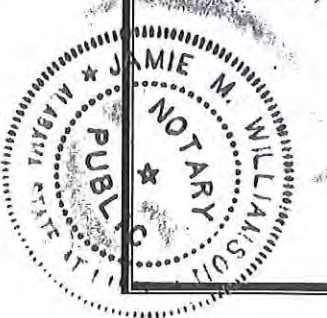
Name: Katherine Eddins
Its: Executive Director

STATE OF ALABAMA

COUNTY OF At large

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

(Notary Seal)

Notary Public: Jamie M. WilliamsonDate: 12/21/17My Commission Expires: 29 June 2018

PROBATE JUDGE
JUDGE OF PROBATE
RANDOLPH COUNTY, ALABAMA

Instrument Number 97348
Clerk BRENDA
DEED (EASEMENT)
Deeds
Book Number 397
Page Number 200
Date Filed 12/22/2017
Time Filed 08:34:26 AM
Number of Pages 30

Deed Value 500.00
Deed Tax 0.50
Pages 90.00
Clocking 1.00
Special Fee 1 3.00
Special Fee 2 5.00
Total 99.50
Cash 99.50
Total 99.50

BIG BEAR RANCH, LLC (2) CONSERVATION EASEMENT
RANDOLPH COUNTY, ALABAMA

+/- 39 ACRES

BASELINE DOCUMENTATION REPORT



226 Old Ladiga Road
Piedmont, Alabama 36272
256.447.1006

Prepared by:
Eddie Stone, RF Contractual Conservation Planner
Georgia-Alabama Land Trust, Inc.

Georgia-Alabama Land Trust, Inc.

CONSERVATION EASEMENT BASELINE DOCUMENTATION REPORT

Easement Name: Big Bear Ranch, LLC (2)

County: Randolph County, Alabama
City: Hollis Crossroads, Alabama

Date of Easement: December 22, 2017

Easement Grantor: Big Bear Ranch, LLC
Attn: C. Barry Dabbs
429 South 3rd Street
Gadsden, Alabama 35901

Easement Holder: Georgia-Alabama Land Trust, Inc.
Attn: Executive Director
226 Old Ladiga Road
Piedmont, Alabama 36272
256.447.1006

Documentation:
Prepared by: Eddie Stone, RF Contractual Conservation Planner

Signature: Eddie Stone

Date: October 22, 2017 – November 13, 2017

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Declaration of Property Condition:

Grantor Acknowledgment of Property Condition

This is to certify that, **Big Bear Ranch, LLC**, as Grantor of a Conservation Easement to the **Georgia-Alabama Land Trust, Inc.**, on the Property in the County of Randolph, State of Alabama, to be recorded in the Randolph County Registry of Deeds, am familiar with the condition of the Property subject to said Conservation Easement and in compliance with Section 1.170A-14(g)(5) of the federal tax regulations, do acknowledge and certify that this Baseline Documentation Report is an accurate representation as of the date of the grant of said Conservation Easement. In any conflict or inconsistency between the Baseline Documentation Report and the terms of the Conservation Easement, the Conservation Easement shall prevail.

Easement Grantor: **Big Bear Ranch, LLC**

C. Barry Dabbs
By: **C. Barry Dabbs**
Its: **Member/Manager**

12-21-17
Date:

Angie Cunningham
Witness: Signature

Angie Cunningham
Witness: Print Name

State of Alabama

County of Etowah

On 21 day of December, 2017 personally appeared before me the above named, **C. Barry Dabbs** and made oath that the foregoing description and acknowledgments made on personal knowledge are true.

Teresa Holderfield
Notary Public: Signature

Teresa Holderfield
Notary Public: Print Name

MY COMMISSION EXPIRES AUGUST 7, 2018


My Commission Expires: _____




Grantee Acknowledgment of Property Condition

This is to certify that I, **Amy Gaddy**, as an authorized representative of the Grantee of a Conservation Easement granted to the **Georgia-Alabama Land Trust, Inc.** by **Big Bear Ranch, LLC**, on the Property in the County of Randolph, State of Alabama, to be recorded at the Randolph County Registry of Deeds, am familiar with the condition of the Property subject to said Conservation Easement and, in compliance with Section 1.170A-14(g)(5) of the federal tax regulations, do acknowledge and certify that this Baseline Documentation Report is an accurate representation as of the date of the grant of said Conservation Easement. In any conflict or inconsistency between the Baseline Documentation Report and the terms of the Conservation Easement, the Conservation Easement shall prevail.

Easement Grantee: **Georgia-Alabama Land Trust, Inc.**


By: **Amy Gaddy, Stewardship Director**
Georgia-Alabama Land Trust, Inc.

12/21/17
Date:

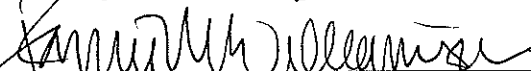

Witness: Signature

D. Wilson
Witness: Print Name

State of Alabama

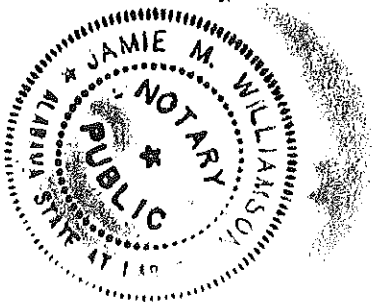
County of At large

On 21st day of December, 2017 personally appeared before me the above named, **Amy Gaddy**, and made oath that the foregoing description and acknowledgments made on personal knowledge are true.


Notary Public: Signature

Jamie M. Williamson
Notary Public: Print Name

My Commission Expires: 29 June 2018



Author Acknowledgement of Property Condition

This is to certify that I, **Eddie Stone**, as a Contractual Conservation Planner, authored the following Baseline Documentation Report for the **Big Bear Ranch, LLC** Conservation Easement and that it is, to the best of my knowledge, an accurate description of the physical features and current land uses on the Property. I have been instructed by the **Georgia-Alabama Land Trust, Inc.**, in the methods to document Conservation Easement properties and prepare Baseline Documentation Reports.

Baseline Documentation Report Preparer: **Eddie Stone**

Eddie Stone
By: **Eddie Stone**
Contractual Conservation Planner
Georgia-Alabama Land Trust, Inc.

2-22-18
Date:

[Signature]
Witness: Signature

Amy Gandy
Witness: Print

State of Az

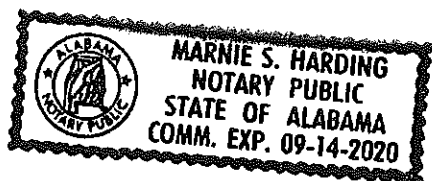
County of Jefferson

On the 22 day of December, 2017 ^{Feb 2018} personally appeared before me the above named **Darnel E. "Eddie" Stone**, and made oath that the foregoing description and acknowledgments made on personal knowledge are true.

Marnie S. Harding
Notary Public: Signature

Marnie S. Harding
Notary Public: Print Name

My Commission Expires: 9-14-20



Conservation Easement Abstract:

Name of Easement: Big Bear Ranch, LLC (2)

Contact Information: Attn: C. Barry Dabbs
429 South 3rd Street
Gadsden, Alabama 35901
205-531-2387 (cell)
cbdeyemd@gmail.com

Easement Size (approximate acreage): +/- 39 Acres

Location of Easement: Randolph County, Alabama

Restrictions and Retained Rights:

The Property is protected from activities or land uses that would have a detrimental effect on the Conservation Values of the Property set forth in the Conservation Easement. With prior notice/permission, the Land Trust retains the right to visually inspect the Property, in a reasonable manner and at reasonable and regular times, in order to verify the compliance with the Conservation Easement.

Reserved Rights: The Grantor's rights to use the Property, as specifically set forth in the Conservation Easement, do not significantly impact the Conservation Values protected by the Conservation Easement.

Reserved rights are set forth in the Conservation Easement and also determined by consultation between the Grantee and the Grantor.

Restrictions: Activities inconsistent with the Conservation Easement are set forth in the Conservation Easement and also determined by consultation between the Grantee and the Grantor.

Man-Made Features:

The Conservation Easement contains the following improvements:

Conservation Easement:

- One woods road/trail

The man-made features of the Conservation Easement are pictured in the Photograph Section of Appendix 2, and illustrated on the Man-Made Features Map and Stand Delineation Map in Appendix 3 of this Report.

Concise Summary Statement of Easement Purposes:

The purpose of this Conservation Easement is:

- The protection of a significant, relatively-natural habitat of fish, wildlife, or plants, or similar ecosystem, (including but not limited to, habitat for rare, threatened, and/or endangered species) within the meaning of § 170(h)(4)(A)(ii) of Internal Revenue Code of 1986, *as amended* ("the Code") and the preservation of certain open space (including farmland and forest land) within the meaning of § 170(h)(4)(A)(iii)(I) of the Code. The Property is located in the Ridge and Valley Ecoregion of Alabama with significant frontage on the Tallapoosa River/Lake Wedowee. Protection of the Property promotes and is pursuant to the Alabama State Wildlife Action Plan (herein "ASWAP") within the meaning of the above referenced Code sections. Promulgated by the Alabama Department of Conservation and Natural Resources ("ADCNR") and conservation partners including the US Fish and Wildlife Service (USFWS), the ASWAP was developed to enable the ADCNR to assess and address its outstanding wildlife diversity on a comprehensive statewide scale. According to the ASWAP, one of the factors impacting wildlife diversity in the Ridge and Valley region is an increase in residential and commercial development along major highways and on the outskirts of metropolitan areas. This has resulted in the loss of wildlife habitat, agricultural and forest land along Lake Wedowee and the Tallapoosa River. This Conservation Easement minimizes impacts from development on ASWAP high priority species and habitats and maintains functional examples of high priority habitat through voluntary land protection on private lands. High priority habitats protected by this Conservation Easement include "Medium to Large Rivers" and "Dry Hardwood and Mixed Pine Forest" and "Mesic Hardwood Forest".
- Protection of the Property is pursuant to and furthers the goals of the Alabama Forest Legacy Program (see U.S. Forest Legacy 16 U.S.C. § 2103(c)). The goal of this Program is to protect environmentally important forests, including those with riparian buffers and scenic resources, from conversion to non-forest uses. Goals include protection of the water supply and water quality, as well as aquatic resources. Protecting the Property's forest, riparian features through restriction of development and designation for Preservation furthers the goals of this Program.
- The preservation of open space for the scenic enjoyment of the general public within the meaning of § 170(h)(4)(A)(iii)(I) of the Code. The Property can be viewed from the Tallapoosa River, which is north of Lake Wedowee. As people boat along the River, they can observe the Property's scenic woodlands.

Target Elements:

- Protection of the Property furthers the goals set forth in the Alabama State Wildlife Action Plan (SWAP), an important public policy. High priority habitats located on the Property include the Tallapoosa River, Dry Hardwood Forest and Mesic Hardwood Forest.
- Protection of the significant, relatively-natural habitat of fish, wildlife, plant and similar ecosystems.
- Protection of the hardwood forests in order to protect and promote the declining populations of migratory birds. The Property is located within a major spring migration route and offers suitable habitat to Neotropical migratory birds, birds of prey, and waterfowl species for wintering and breeding stopovers, as well as year-round habitat to residential species.
- This Easement provides for a Preservation Area that will include the habitat along the Tallapoosa River which will provide protection for the river from erosion and sedimentation, contributing to the protection of water quality in the watershed.
- The Property is located on the Tallapoosa River and in close proximity to several other conserved properties. The Property's habitats are viewable to boaters and kayakers on the Tallapoosa River. Protection of the Property is part of a larger effort to insure a scenic view of forest land for the public's visual enjoyment.
- Protection of forestland from conversion to non-forest uses, to protect biological diversity and the riparian habitats associated with the Tallapoosa River and two unnamed tributaries that flow from the Property into the river.

Potential Threats to Ecological Integrity

Alabama faces the daunting challenge of protecting one of the nation's most biologically diverse and unique regions amid pressures imposed by a growing population. Alabama's SGCN and their key habitats face numerous threats that may adversely affect them and compromise their status. Some of these threats are global or national in scale, while others are regional, statewide, or local. With much of the landscape greatly modified for agriculture, silviculture, mining, and urban and industrial development, natural ecosystem processes such as fire and natural water flows are disrupted. Remaining natural communities are spatially disconnected and differ significantly in structure and species composition from when Alabama was granted statehood 195 years ago.

Overall, Alabama's aquatic biodiversity is probably greater than any area of comparable size worldwide. This gives the state a central role in the conservation of this North American aquatic fauna. Unfortunately, Alabama also leads the nation in the extinction of aquatic species. Most of these extinctions are associated with the construction of major navigation and hydroelectric dams in the 20th century.

The 2014 ADEM 303(d) list identifies 150 miles of streams in the Tallapoosa basin that either do not support or only partially support their designated uses. Gravel and sand mining, feedlots, cropland erosion, and other agriculture are sources for organic enrichment and low concentrations of dissolved oxygen (DO) in the basin. Portions of Yates Lake, Thurlow Reservoir and Lake Martin either do not support or only partially support their designated uses. Priority organics, nutrients, pH, organic enrichment, DO, and flow alteration are listed as some of the causes for the impairment. Sources of these impairments range from flow regulation to industrial discharges to urban and rural non-point source pollution.

The Property fronts the Tallapoosa River and is north of Lake Wedowee. It is unclear whether this portion of the river is considered a part of the lake. The Property is completely forested and clearing the Property for conversion to other uses, such as: pine plantation, mini farms, or to facilitate property division could cause serious siltation/sedimentation into the two unnamed streams and consequently the Tallapoosa River itself.

The Property is located in rural Randolph County but centrally between the Birmingham and Atlanta markets. As observed from the field inspection and examining the aerial photographs there are rural retreats/cabins in close proximity to the Property. Without preservation the Property would be a strong candidate to be developed, which would have a detrimental impact on both the Dry Hardwood and Mixed Pine Forest habitat, which supports 28 GCN Species, and the water quality of the two streams and the Tallapoosa River.

Required Frequency of Monitoring for this Easement:

Monitoring will occur on an annual basis given reasonable notice per the terms of the Conservation Easement.

Condition of Property Summary:

Prior Land Use:

The Property is being used in a similar fashion as it has been for years. The combination of rolling hills and poor soils, make it best suitable for forestland, which is the current land cover type. It appears to have been in this type for a very long time, since the early 1900's; with infrequent logging operations removing higher quality hardwood and pine saw logs. A significant portion of the surrounding land is owned by commercial timber companies and their land has been converted to pine plantations.

Cultural and Historical Resources: Randolph County was established by the Alabama Legislature on December 18, 1832, following Indian Removal of the Creek people. It was named in honor of John Randolph, a well-known Virginia congressman. Randolph County was one of several counties created out of the last Creek cession formulated by the Treaty of Cusseta, on March 24, 1832. In 1867, an act of the General Assembly of Alabama reduced its size by the creation of Cleburne County from the northern portion and Clay County from a portion on the west. As it now stands, it covers an area of 583 square miles, or 272,120 acres. The length from north to south is 25 1/2 miles and the average width is 21 3/8 miles. It lies within the Piedmont region, which extends from Alabama to Pennsylvania.

The first white settlers noted that the county was ideally located between three major cities - Atlanta, Birmingham, and Montgomery. They said the county had an abundance of the "purest and coldest freestone water in the world." The area was also noted for its gentle rolling hills.^[4] The first county seat for Randolph County was established in 1833 at Hedgeman Triplett's Ferry on the west bank of the Big Tallapoosa River, about 10 miles (16 km) west of Wedowee, Alabama.

The Property fronts the Tallapoosa River which runs 265 miles from the southern end of the Appalachian Mountains in Georgia, southward and westward into Alabama. It is formed by the confluence of McClendon Creek and Mud Creek in Paulding County, Georgia. There are four hydroelectric dams on the Tallapoosa: Yates Dam, Thurlow, Martin and Harris Dam.

During the field survey the following conditions were observed or noted:

Structures or former structures that potentially contained hazardous materials or residue thereof:	None.
Impoundments, such as lagoons or ditches, that potentially contained hazardous liquids:	None.
Abandoned Storage tanks:	None.
Above Ground Storage Tanks:	None.
Electrical cables and Transformers above / below ground:	None.
Abandoned surface or hydrocarbon mines:	None.
Drains, Sumps, Pits, Ditches, Pools:	None.
Odors, Stains, Corrosion, Stressed Vegetation:	None.

The individual performing this Environmental Checklist shown is neither qualified nor liable for failure to detect or identify possible environmental factors and hazards on the subject Property. This Environmental Checklist, as well as this entire report must not be considered, under any circumstances, to be an environmental site assessment of the subject Property, as would be otherwise performed by an environmental professional.

Current Land Use:

The 39 acre Property is composed of upland forests which is composed of mostly hardwood, oak and hickory, with an occasional scattered shortleaf or loblolly pine. It appears the use of the Property by man has been very minimal over the past several years as supported by evidence observed on the ground, such as: very old road/trails that have not been maintained or used and large old stumps suggesting an occasional selective timber harvest. The Property has been enjoyed as a recreational property, either by an owner or a passerby on the river, as evidenced by an old fire ring on the Tallapoosa River.

Physical Environment:

Ecoregion: The physical environment of the subject Property is described using the Environmental Protection Agency's (EPA) Ecoregion Descriptions. Ecoregions are areas of relative ecological homogeneity based on physiography, soils, wildlife, vegetation, climate, geology, and hydrology.

The Property is located in an area categorized as an EPA Level III Ecoregion called the Piedmont Ecoregion. This region is bordered on the northwest by the Ridge and Valley and on the south by the Southeastern Plains. The south edge of this Ecoregion is known as the Fall Line, a distinctive zone of transition between the topographically varied Piedmont and the relatively flat Coastal Plain. The areas that have not been converted to Loblolly Pine plantations are comprised of Loblolly/Shortleaf on the upper ridges and hardwoods on the lower slopes and bottomlands. Longleaf pine grows on the drier ridges, but most of this region is deciduous forest.

The Level IV Ecoregion for this Property is the Southern Inner Piedmont subdivision of the Piedmont Ecoregion. The Southern Inner Piedmont subdivision is moderately hilly, mostly forested, with major forest types of oak-pine and oak-hickory. Open areas, none on the Property, are mostly pastures.

Hydrology: The Property lies within Coosa-Tallapoosa River Basin (HUC 6) which is within the Upper Tallapoosa subbasin (HUC 8). It is situated in the Ketchepedrakee Creek watershed (HUC 10) and the Carr Creek (HUC 12) subwatersheds. Two unnamed creeks on the Property drain into the Tallapoosa River.

From the Property, the Tallapoosa River flows in a southerly direction approximately 13+/- miles to the main body of Lake Wedowee. From the dam on Lake Wedowee, the river continues to flow southerly and southwesterly for approximately 48+/- miles to the main body of Lake Martin. Just below the Lake Martin dam is the beginning of Yates Reservoir. The Tallapoosa River flows south then west for approximately 50+/- miles to its confluence with the Coosa River. The confluence of the Coosa and Tallapoosa Rivers form the Alabama River at the Fall Line near Elmore. The Alabama River then continues southwest approximately 315 miles, joining the Tombigbee River. The Alabama and Tombigbee river basins then merge to form the Mobile River near the city of Calvert before flowing south 45 miles into Mobile Bay and the Gulf of Mexico.

The Tallapoosa River basin originates in west-central Georgia and flows generally southwest. The Tallapoosa basin is largely contained within the Piedmont, except the lower 60 miles of the Tallapoosa River and drainage are within the Southeastern Plains. The basin has a total area of 4,675 square miles, 85% of which is in Alabama. There are 13 aquatic SGCN in the Tallapoosa River basin in Alabama. Boschung and Mayden (2004) recognized 120 fish species native to the basin. A total of 36 mussel taxa are historically known (Williams et al. 2008), and Smith et al. (2011) recognized 17 native crayfish species in the basin.

Protection of this Property contributes to the health and prosperity of Carr Creek subwatershed by preserving the existing forested habitat on the Property. The protection of the two unnamed streams and the bank of the Tallapoosa River offered by this Conservation Easement will contribute to the water quality in these waterways as well as the aquatic insect population by providing shade to keep water temperatures cool and a strong root structure to allow for stream bank stabilization. Management of this Property would protect waterways within the Upper Tallapoosa Watershed and support the larger Coosa-Tallapoosa watershed pursuant to the goals of the United States Watershed Protection and Flood Prevention Act of 1954.

The location of the Property with respect to the local hydrology of the Middle Coosa subbasin is illustrated on the Hydrology Map in Appendix 3.

Geology & Soils: Alabama is divided into five physiographic regions, which include the Highland Rim, Cumberland Plateau, Alabama Ridge and Valley, Piedmont Upland and East Gulf Coastal Plain. The Piedmont Upland section is part of the Piedmont province of the Appalachian Highlands Region and occupies about 9% of the state. The Piedmont Upland occurs as a triangular area in east-central Alabama, including Randolph County. The Piedmont consists of a plateau that slopes from the north, with elevations commonly above 1,000 feet, to the south, where it contacts the Coastal Plain at about 500 feet. More specifically, the Property lies in the Northern Piedmont Upland District of the Piedmont Upland.

Alabama has the highest number of different native species east of the Mississippi and has a variety of specialized habitats much due to being spared from the direct effects of the Pleistocene glaciers. Over two thirds of Alabama was a shallow sea with shorelines as far inland as the present day "Fall Line".

The Piedmont developed on northeast-southwest trending belts of Precambrian to Paleozoic (around 1.0 billion years to about 300 million years in age) metamorphic rocks that are highly deformed and bordered by faults. The most common rock types are slate, phyllite, marble, quartzite, greenstone, schist, amphibolite, and gneiss, some of which are among the oldest rocks in Alabama. The Northern Piedmont Upland is underlain by slate, quartzite, phyllite, marble, gneiss, and schist, and the rugged nature and high elevations of the northwestern part of the upland are caused by varying rates of erosion of these rock types.

The soils on the Property are Buncombe loamy sand, Louisa stony sandy loam, and Madison gravelly clay loam, well drained soils.

These uplands generally support hardwood and pine forest vegetation. Loblolly pine, slash pine, white oak, red oak, gum, yellow poplar, and sycamore are principal species; pine is dominant on eroded sites. Hardwoods or mixed stands of pine and hardwoods are on slightly eroded soils and stream flood plains. The Property specifically is comprised of primarily hardwoods with a few scattered pines, shortleaf or loblolly. Dogwood, honeysuckle, pinehill bluestem, briars, and other grasses and forbs characterize the understory.

Prime farmland, as designated by the U.S. Department of Agriculture (USDA), is land that has the best combination of physical and chemical characteristics for producing food and other beneficial crops and is also available for these uses. Farmland of statewide importance, or of local importance, is land other than prime farmland or unique farmland but that is also highly productive. Criteria for defining and delineating these lands are determined by the appropriate state or local agencies in cooperation with USDA. The Natural Resource Conservation Services and local counties work in unison to create soil characteristics for each county.

There is no prime farmland or soils that are classified of statewide importance on the Property.

More specific details regarding the distribution and classification of all the Property's soils are depicted in the Soils Classification Table, and Farmland Soils Map of Appendix 4.

Ecological Features: On October 22, 2017, an on-site survey of the Property was performed by Land Trust contracted personnel. Various Checkpoints (CPs) were established on the Property by Global Positioning System (GPS) and representative photographs were taken. A topographic map illustrating the photographic checkpoints and photographs associated with can be seen in Appendix 2 of this Report. Biological/Ecological data was collected for preparation of this Baseline Documentation Report. The 39-acre Property is currently comprised of almost entirely of Dry Hardwood and Mixed Pine Forests and Upland-Hardwood Pine. In a few small areas on the lower north facing slopes there are areas that can be identified as Mesic Hardwood Forest; however given the small size of these areas, identifying them as separate habitats would be very difficult.

Under natural conditions, this was the "oak-hickory" forest covering much of Alabama's Piedmont, Ridge and Valley, Southwestern Appalachians, and Interior Plateau, and also in fire-sheltered terrain of the Southeastern Plains where pine forests otherwise predominated. Occurring primarily on upland ridges and upper to mid slopes on a variety of soils, this habitat is highly variable in tree species composition and is dominated by combinations of oaks, specifically: white oak, post oak, cherry bark oak and black oak. Depending on site and past practices pines can be a significant component. A few scattered shortleaf and loblolly pines were observed. Many of these dominant tree species live for several centuries, and the original forest was old growth with regeneration primarily occurring in canopy gaps created by wind and fire. Larger mature hardwoods were observed in close proximity to the Tallapoosa River, which were not removed during previous harvests.

In habitats regenerating from clearcut, silviculture or cultivation, pines dominate at first, with oaks and hickories gradually invading the understory and establishing longer term dominance.

A well-developed understory and shrub layer is generally present. The herbaceous layer is often sparse, but before natural fires were suppressed, these forests are thought to have had less of an understory and shrub component and probably more of a grassy herbaceous layer.

The Property supports a larger conservation effort in this area. Several additional tracts within close proximity to the Property are protected including privately owned Conservation Easements. State protected wildlife and recreation areas are found

within the region, including the Talladega National Forest. The protection of additional land in relation to existing protected lands will extend the wildlife habitat range and reinforce the aquatic health benefits in association to the streams and riparian corridors that exist on these lands. Proximity of protected lands in relation to the Property can be seen on the Proximity to Protected Lands Map in Appendix 3.

Preservation Areas: Preservation Areas (PAs) are natural areas that warrant protection due to the presence of either: 1) high-quality terrestrial and aquatic natural communities that represent a pre-settlement landscape; 2) habitat for rare species of plants and animals; or 3) significant geological and geomorphological features and archaeological sites. Establishment and protection of PAs ensures the conservation of natural diversity, maintenance of ecological reference areas, and provides opportunities for scientific research, environmental education, and might include activities such as prescribed burning, removal of invasive species, carrying out site restoration, and maintenance of facilities (primarily fences, boundary signs, and parking areas) to enhance, restore, or protect the PAs.

The Alabama State Wildlife Action Plan (ASWAP) has identified a number of High Priority Species and Habitats for the Piedmont Ecoregion. As a practical matter the entire Property, 39 acres+/- can be classified as a Dry Hardwood and Mixed Pine Forest and will be designated as the Preservation Area and is depicted on the Ecological Features Map in the Appendix to this Report and in the photographs herein.

Table 2 of Appendix 5 contains a list of high priority animals and plants for Randolph County, Alabama, where the Property is located.

Animals & Wildlife Corridors: The Coosa-Tallapoosa River basin supports a diverse and rich mix of aquatic habitats in addition hosts terrestrial environments that are ecologically important habitats. The conservation of this Property will preserve a relatively natural habitat for many species of mammals, amphibians, reptiles, and birds within these terrestrial environments. The abundance and diversity of the flora and fauna on the Property would decline if the natural habitats which exist on this Property were improvidently altered.

Technical teams for the ASWAP conducted research studies that included Dry Hardwood and Mixed Pine Forest habitat along with specific scientific consensus identified 28 species of Greatest Conservation Need (GCN), including 2 amphibians, 8 reptiles, 6 birds, and 12 mammals and 36 additional species are considered to be of Moderate Conservation Concern.

The Property's Dry Hardwood and Mixed Pine Forests provide suitable habitat for several amphibious and reptilian species. Priority and greatest conservation need

species with suitable habitat to exist on the Property include Southern Hognose Snake and Gopher Frog.

The Property has many areas that are prime habitats for a variety of well known mammals, such as: white-tailed deer, wild hog, northern raccoon, eastern cottontail, red fox, gray fox, bobcat, coyote, eastern gray squirrel, eastern fox squirrel. The habitat is also suitable for lesser known ground dwelling species, such as: mice, rats, moles, voles, shrews, and chipmunk. Three species of concern, Rafinesque's Big-eared Bat, Indiana Bat and the American Black Bear, will find favorable habitat on the Property.

Alabama has 256 regularly wintering and/or breeding bird species. The Passenger Pigeon, Carolina Parakeet, and Bachman's Warbler are extinct, and the Ivory-billed Woodpecker, Common Raven, and Mississippi Sandhill Crane are no longer known to occur within the state's borders. The Ivory-billed Woodpecker was presumed extinct by most authorities until the announcement of its 2004 rediscovery in Arkansas (Fitzpatrick et al. 2005), 32F but compelling evidence is lacking and the species' persistence is in doubt. According to the best scientific information and consensus of the bird taxa committee consisting of Alabama's leading bird authorities, there are 29 SGCN birds. The decline in abundance and distribution of many migratory land birds is well documented regionally. A wide variety of resident and migratory birds (many of which are declining across their range) use the water features, riparian buffers, hardwood forests, swamps and open lands such as those found on the Property.

It has been well documented that property fragmentation has had a negative impact on wildlife and its ability to move within their normal ranges. The Property is located on the Tallapoosa River. Preserving the Property in its current state will facilitate uninterrupted movement of wildlife throughout the area providing a greater benefit for the wildlife in the area than it would just as a standalone property.

References:

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United States Department of Agriculture Natural Resources Conservation Services, Soil Survey, Randolph County, URL:
https://www.nrcs.usda.gov/Internet/FSE_MANUSCRIPTS/alabama/AL111/0/Randolph.pdf

United States Department of Agriculture Natural Resources Conservation Service, Soil Data Access, URL:
<https://sdmdataaccess.nrcs.usda.gov/>

Biography of Preparer:

Eddie Stone, RF graduated from Mississippi State University in the spring of 1986 with a B.S. in Forestry. Following undergraduate studies, Eddie earned a Master of Forestry degree in the spring of 1988 from Mississippi State University. During undergraduate school, he worked as a co-op student with International Paper Company at their Forest Research Center. Eddie also worked as an intern student with Kimberly-Clark working in their seed orchards, progeny test, and seedling nursery. Upon graduation, he worked in the IT Department for Gilman Paper Company, and then moved to Georgia Pacific and Scott Paper where he worked in both land management and procurement. In June of 1999 Eddie left the forest industry and founded Forever Green, Inc, a forestry consulting firm, and has continued as owner of the company until present. Forever Green, Inc. provides a multitude of services including timber sales, timber management plans, timber appraisals, GPS field work, and ArcGis mapping. He is also a REALTOR and works for Great Southern Land, LLC helping people buy and sell land in Alabama.

Appendix 1: Directions to Property

Written Directions:

To reach the Property from I-20 in Calhoun County take Exit 191 which is just east of Oxford, Alabama. Travel south on U.S. Highway 431 for 8.8 miles. Turn right, southwest, on State Highway 9. Drive 7.4 miles to Lees Bridge Road, County Road 47. Turn left, east, and then drive 3.5 miles and turn left, north, on County Road 313. Travel .5 miles and turn left on County Road 201. Travel 2.2 miles to a dim woods road/trail on your right that leads to the Property. The Property is approximated 40 yards off of County Road 201. Access points and roads through the Property can be seen in the Man-Made Features Map in Appendix 3 of this Report.

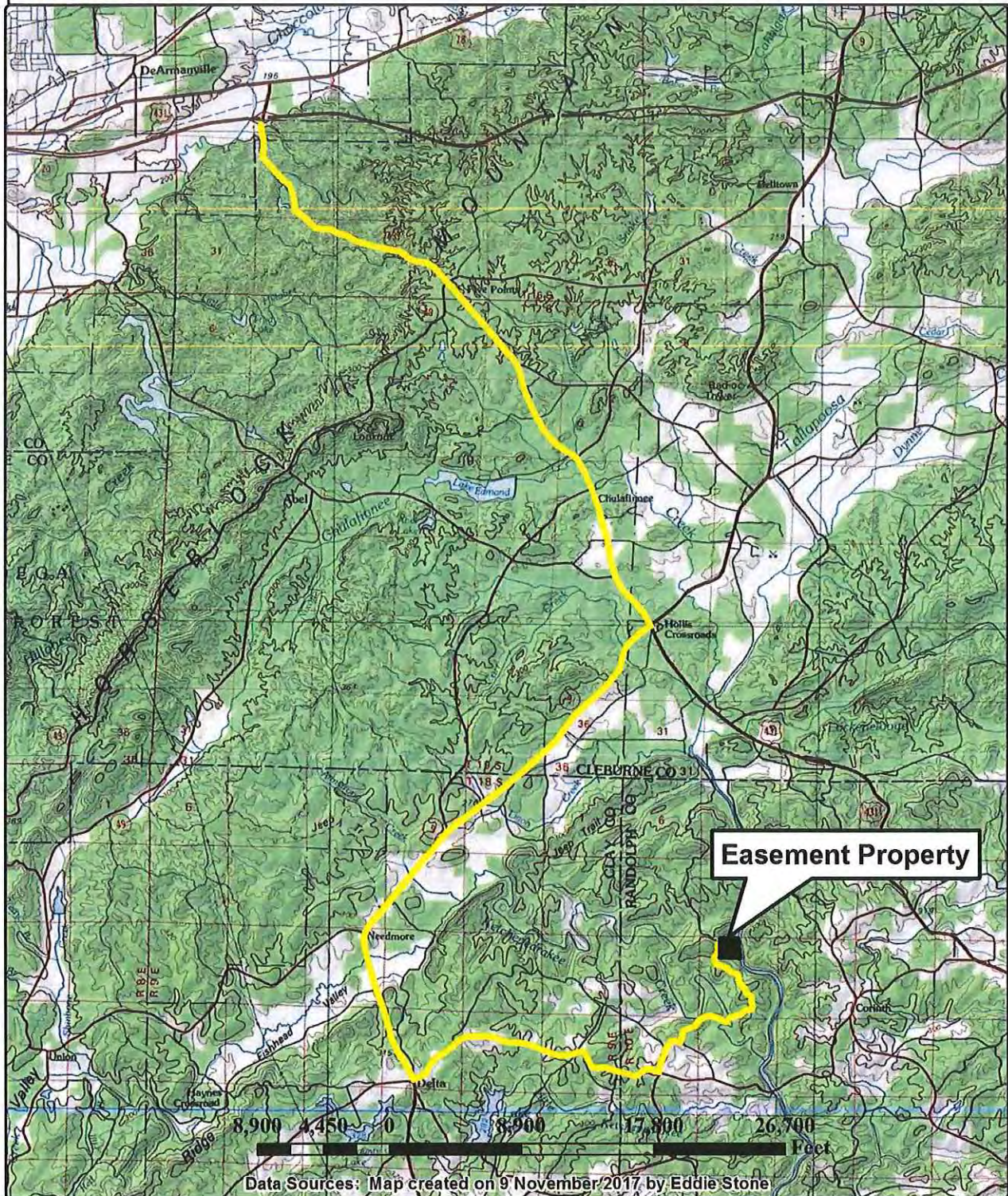


**View from Property line looking west toward CR-1
(33.275497 N -85.372049W)**

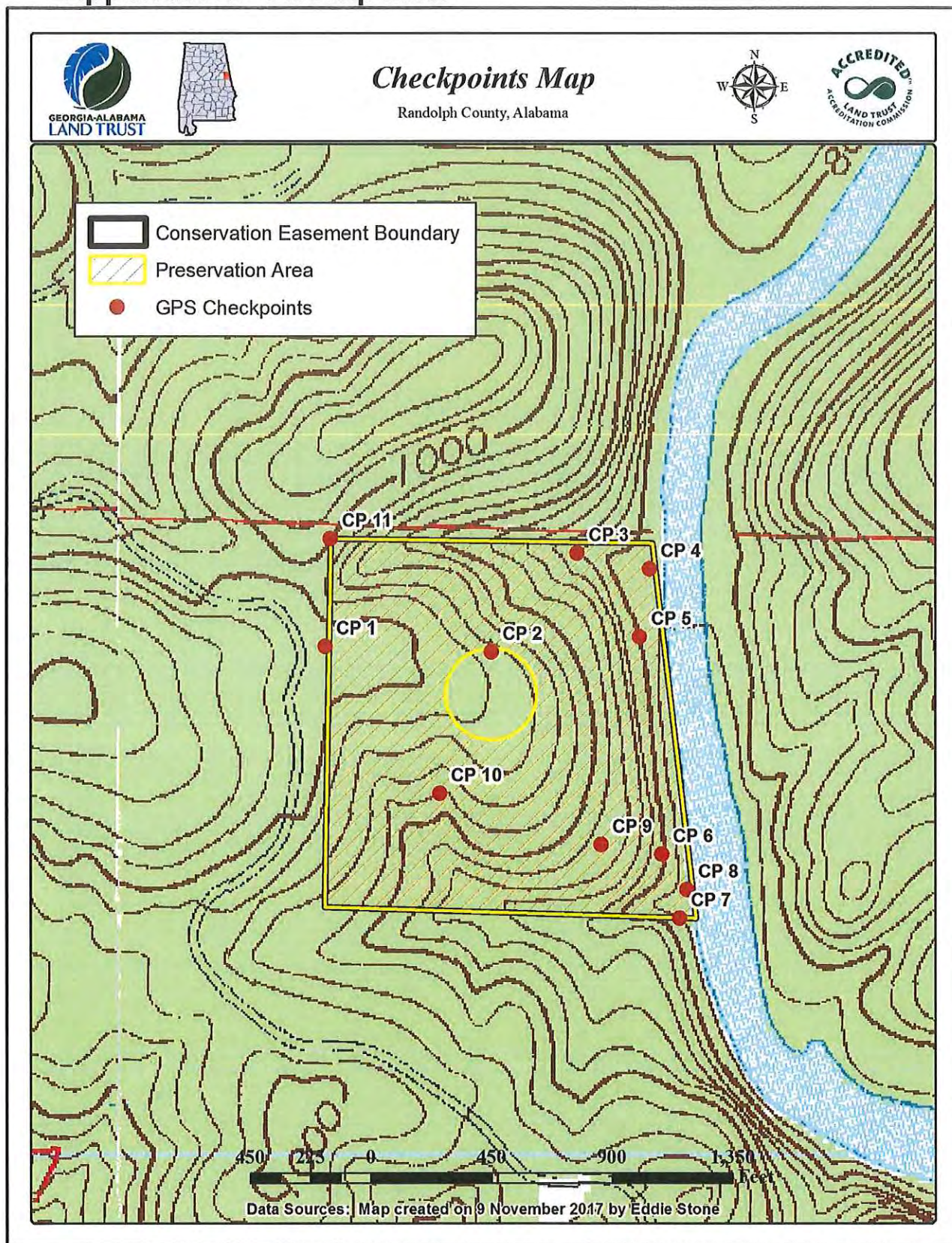


Proximity & Directions Map

Randolph County, Alabama



Appendix 2: Checkpoints



Photographs of Easement Property: Refer to the Checkpoints Map and the referenced photos taken on 10-22-2017 to help with the descriptions of the Property.



**CP1 Photo 1 (0°) woods road/trail intersecting west boundary line
(33.275497 N, -85.372049 W)**



**CP1 Photo 2 (90°) woods road/trail intersecting west boundary line
(33.275497 N, -85.372049 W)**



**CP1 Photo 3 (180°) woods road/trail intersecting west boundary line
(33.275497 N, -85.372049 W)**



**CP1 Photo 4 (270°) woods road/trail intersecting west boundary line
(33.275497 N, -85.372049 W)**



**CP2 Photo 5 (0°) Dry Hardwood and Mixed Pine Forest
(33.275477 N, -85.371318 W)**



**CP2 Photo 6 (90°) Upland Hardwood Pine Forest
(33.275477 N, -85.371318 W)**



**CP2 Photo 7 (180°) Upland Hardwood Pine Forest
(33.275477 N, -85.371318 W)**



**CP2 Photo 8 (270°) Upland Hardwood Pine Forest
(33.275477 N, -85.371318 W)**



**CP3 Photo 9 (0°) intermittent stream on the north line of the Property
(33.27578 N, -85.370937 W)**



**CP3 Photo 10 (90°) intermittent stream on the north line of the Property
(33.27578 N, -85.370937 W)**



**CP3 Photo 11 (180°) intermittent stream on the north line of the Property
(33.27578 N, -85.370937 W)**



**CP3 Photo 12 (270°) intermittent stream on the north line of the Property
(33.27578 N, -85.370937 W)**



**CP4 Photo 13 (0°) frontage on the Tallapoosa River
(33.27578 N, -85.370618 W)**



**CP4 Photo 14 (90°) frontage on the Tallapoosa River
(33.27578 N, -85.370618 W)**



**CP4 Photo 15 (180°) frontage on the Tallapoosa River
(33.27578 N, -85.370618 W)**



**CP4 Photo 16 (270°) frontage on the Tallapoosa River
(33.27578 N, -85.370618 W)**



**CP5 Photo 17 (0°) buffer zone along the Tallapoosa River
(33.275531 N, -85.370662 W)**



**CP5 Photo 18 (90°) buffer zone along the Tallapoosa River
(33.275531 N, -85.370662 W)**



**CP5 Photo 19 (180°) buffer zone along the Tallapoosa River
(33.275531 N, -85.370662 W)**



**CP5 Photo 20 (270°) buffer zone along the Tallapoosa River
(33.275531 N, -85.370662 W)**



**CP6 Photo 21 (0°) buffer zone along the Tallapoosa River
(33.274732 N, -85.370567 W)**



**CP6 Photo 22 (90°) buffer zone along the Tallapoosa River
(33.274732 N, -85.370567 W)**



**CP6 Photo 23 (180°) buffer zone along the Tallapoosa River
(33.274732 N, -85.370567 W)**



**CP6 Photo 24 (270°) buffer zone along the Tallapoosa River
(33.274732 N, -85.370567 W)**



**CP7 Photo 25 (0°) SE corner & buffer zone along the Tallapoosa River
(33.274497 N, -85.370489 W)**



**CP7 Photo 26 (90°) SE corner & buffer zone along the Tallapoosa River
(33.274497 N, -85.370489 W)**



**CP7 Photo 27 (180°) SE corner & buffer zone along the Tallapoosa River
(33.274497 N, -85.370489 W)**



**CP7 Photo 28 (270°) SE corner & buffer zone along the Tallapoosa River
(33.274497 N, -85.370489 W)**



**CP8 Photo 29 (0°) frontage on the Tallapoosa River
(33.274603 N, -85.370456 W)**



**CP8 Photo 30 (90°) frontage on the Tallapoosa River
(33.274603 N, -85.370456 W)**



**CP8 Photo 31 (180°) frontage on the Tallapoosa River
(33.274603 N, -85.370456 W)**



**CP8 Photo 32 (270°) frontage on the Tallapoosa River
(33.274603 N, -85.370456 W)**



bcnn

**CP9 Photo 33 (0°) Dry Hardwood and Mixed Pine Forest
(33.274769 N, -85.370834 W)**



**CP9 Photo 34 (90°) Dry Hardwood and Mixed Pine Forest
(33.274769 N, -85.370834 W)**



**CP9 Photo 35 (180°) Dry Hardwood and Mixed Pine Forest
(33.274769 N, -85.370834 W)**



**CP9 Photo 36 (270°) Dry Hardwood and Mixed Pine Forest
(33.274769 N, -85.370834 W)**



**CP10 Photo 37 (0°) Dry Hardwood and Mixed Pine Forest
(33.274957 N, -85.371546 W)**



**CP10 Photo 38 (90°) Dry Hardwood and Mixed Pine Forest
(33.274957 N, -85.371546 W)**



**CP10 Photo 39 (180°) Dry Hardwood and Mixed Pine Forest
(33.274957 N, -85.371546 W)**



**CP10 Photo 40 (270°) Dry Hardwood and Mixed Pine Forest
(33.274957 N, -85.371546 W)**



**CP11 Photo 41 (0°) NW corner & Dry Hardwood and Mixed Pine Forest
(33.275894 N, -85.372025 W)**



**CP11 Photo 42 (90°) NW corner & Dry Hardwood and Mixed Pine Forest
(33.275894 N, -85.372025 W)**



**CP11 Photo 43 (180°) NW corner & Dry Hardwood and Mixed Pine Forest
(33.275894 N, -85.372025 W)**



**CP11 Photo 44 (270°) NW corner & Dry Hardwood and Mixed Pine Forest
(33.275894 N, -85.372025 W)**

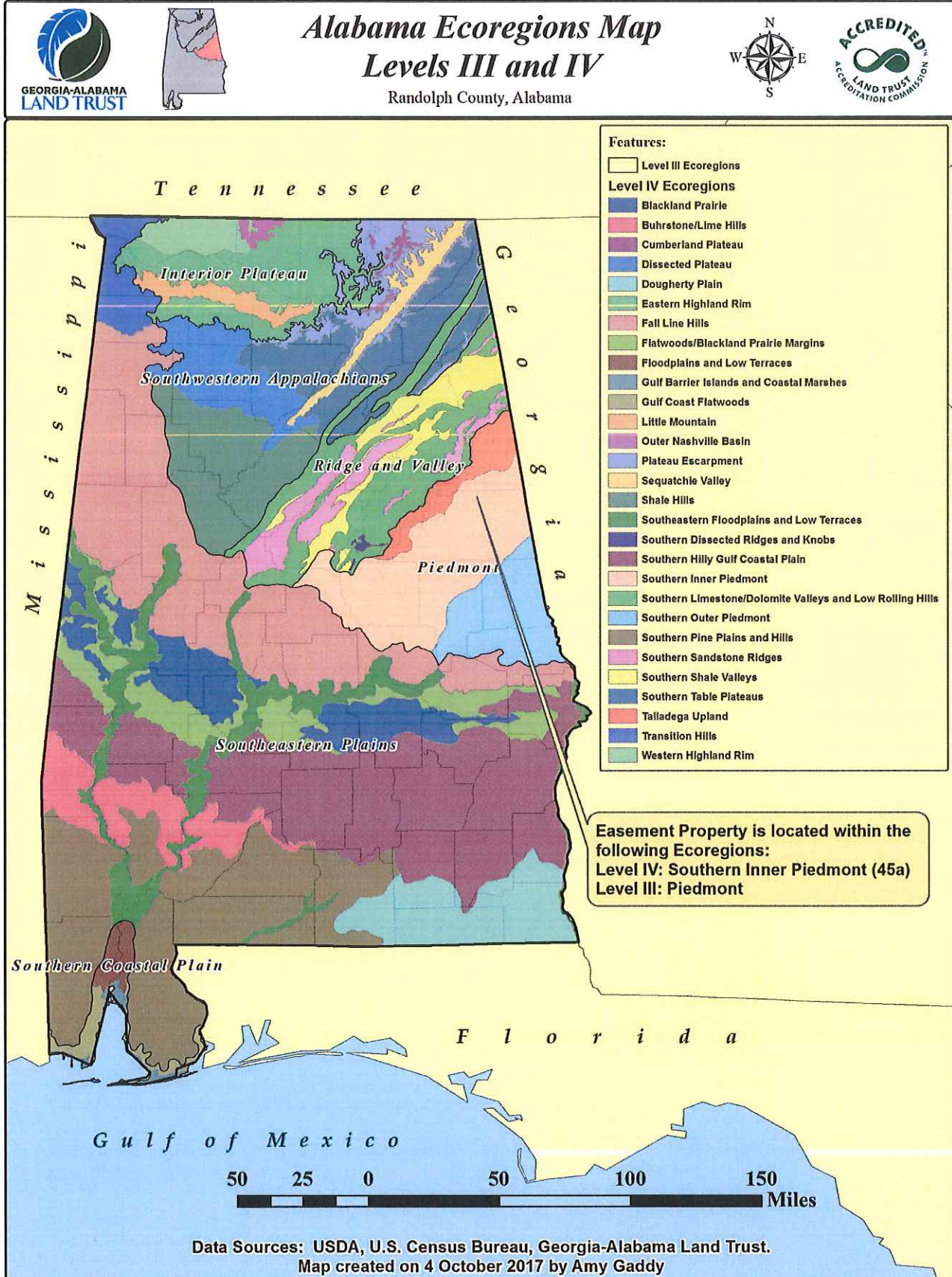
Appendix 3: Maps of Easement Property

List of Maps:

- **Alabama Ecoregion Map**
- **Alabama Watershed Map**
- **Man-Made Features Map**
- **Building Envelope Topographic Map**
- **Building Envelope Aerial Map**
- **Stand Delineation Map**
- **Preservation Area Map**
- **Land Management Topographic Map**
- **Proximity to Protected Land Map**

Map Datum: All map coordinates are in UTM using the 1983 North American Datum on USGS Topographic Maps.

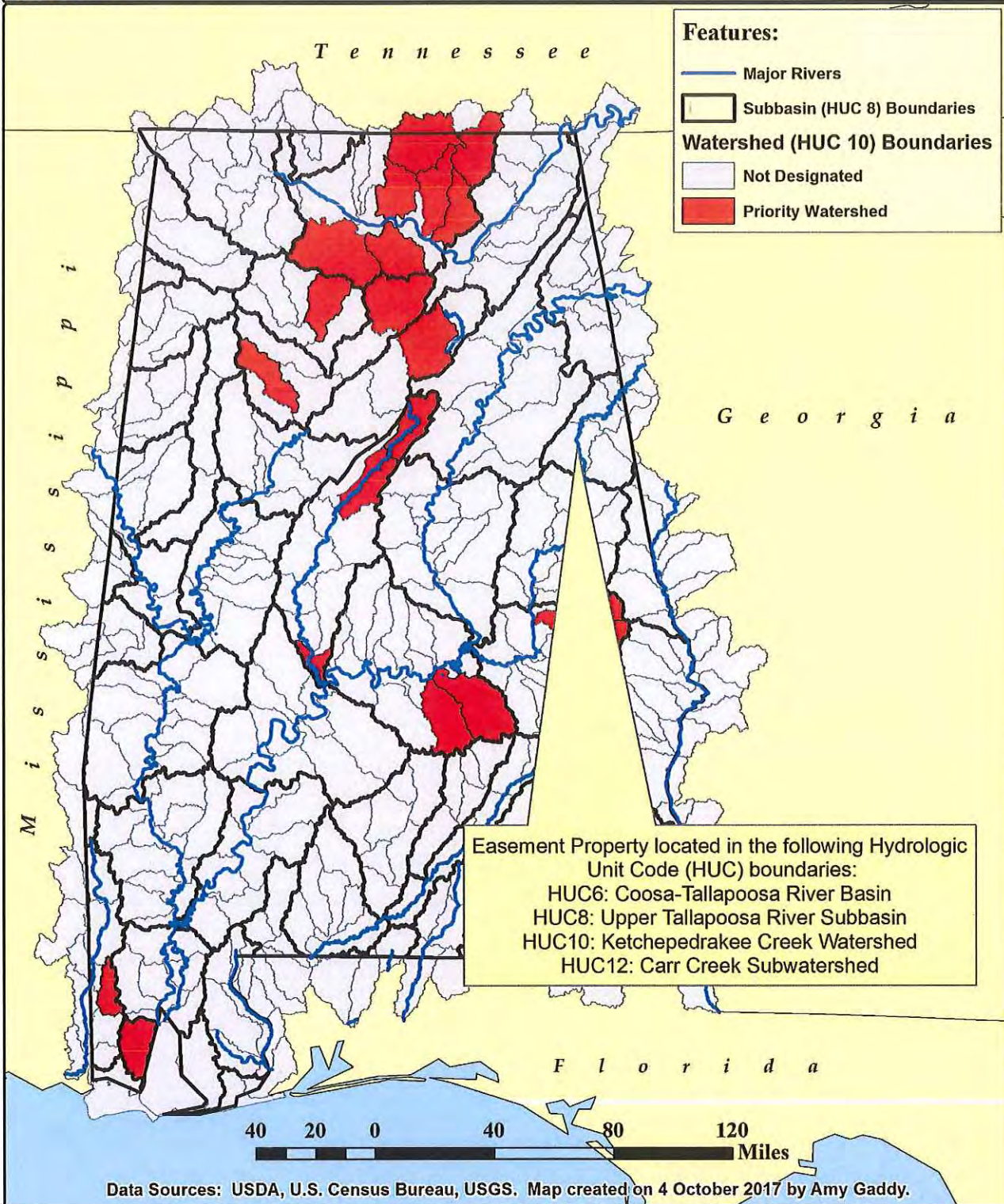
Map Disclaimer: Maps contained in this report are not surveys and must not be construed as surveys. The Land Trust and its staff are not licensed surveyors. The information imparted with these maps is meant to assist the Land Trust in their efforts to clearly depict Property boundaries, describe placement of certain retained, reserved or excluded rights, and to calculate acreage figures. Property boundaries, while approximate, were established using the best available information which may include: surveys, tax maps, and field mapping using G.P.S. and/or ortho photos.





Alabama Watershed Map

Randolph County, Alabama





Man-made Features Map

Randolph County, Alabama

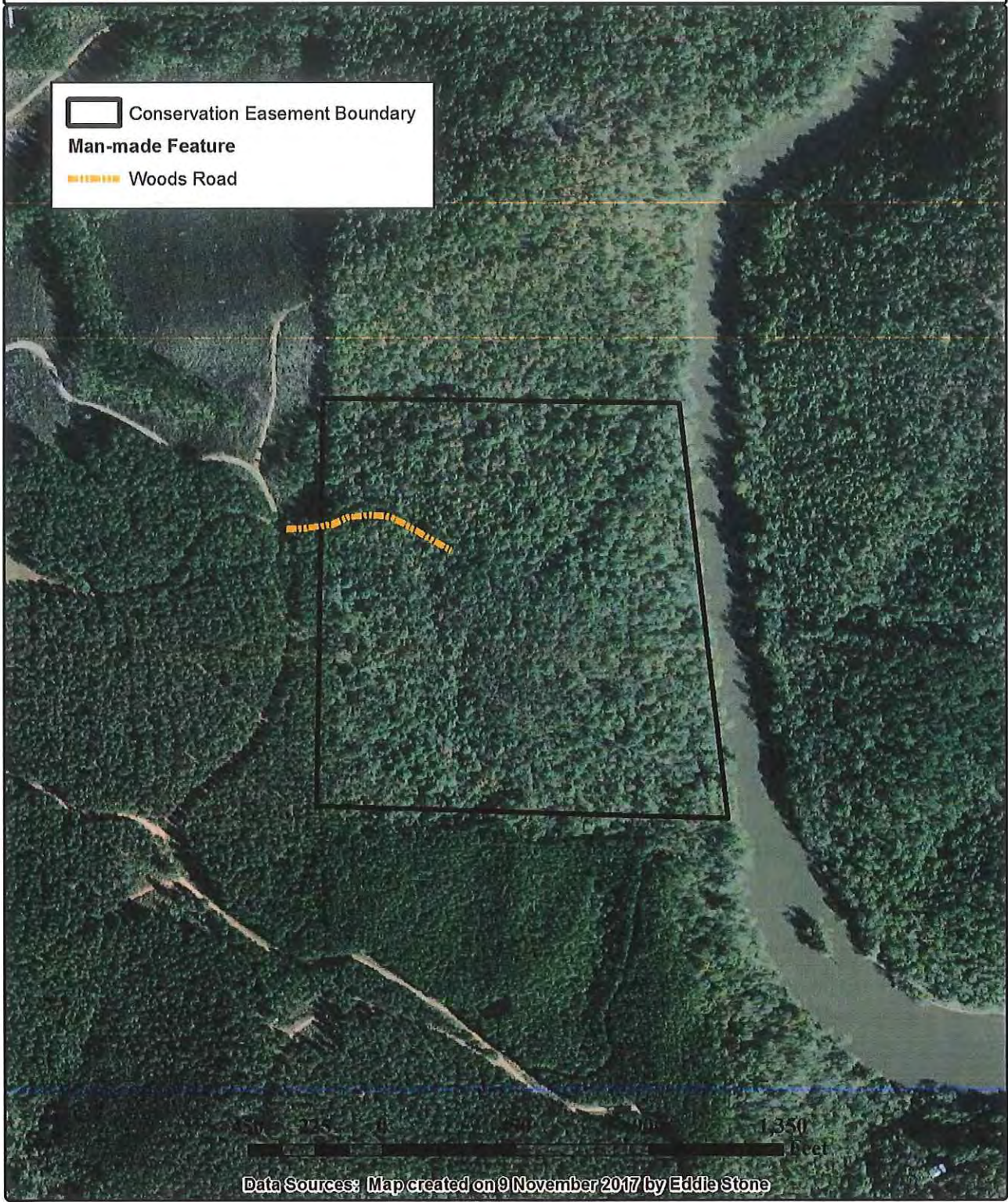


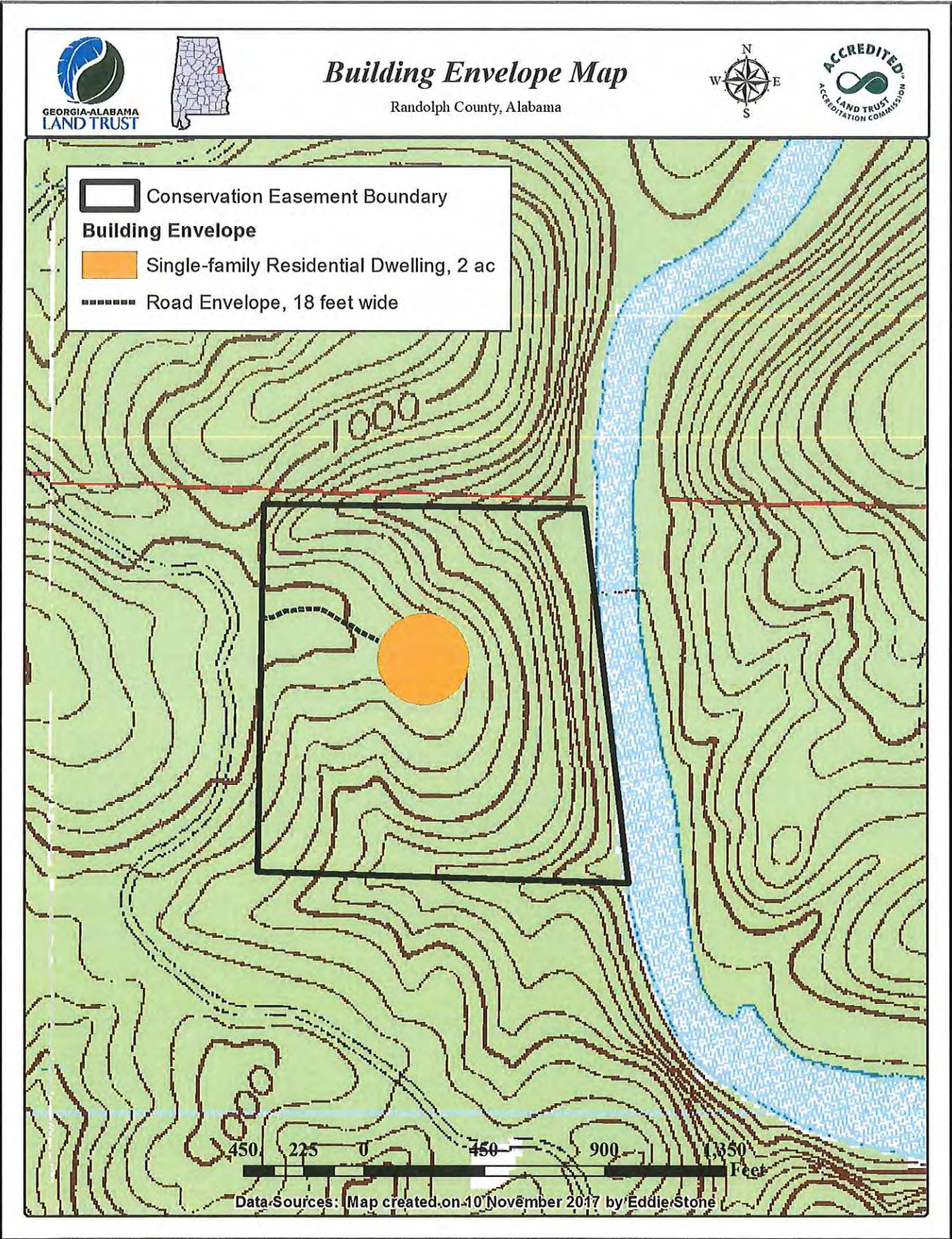
Conservation Easement Boundary

Man-made Feature



Woods Road








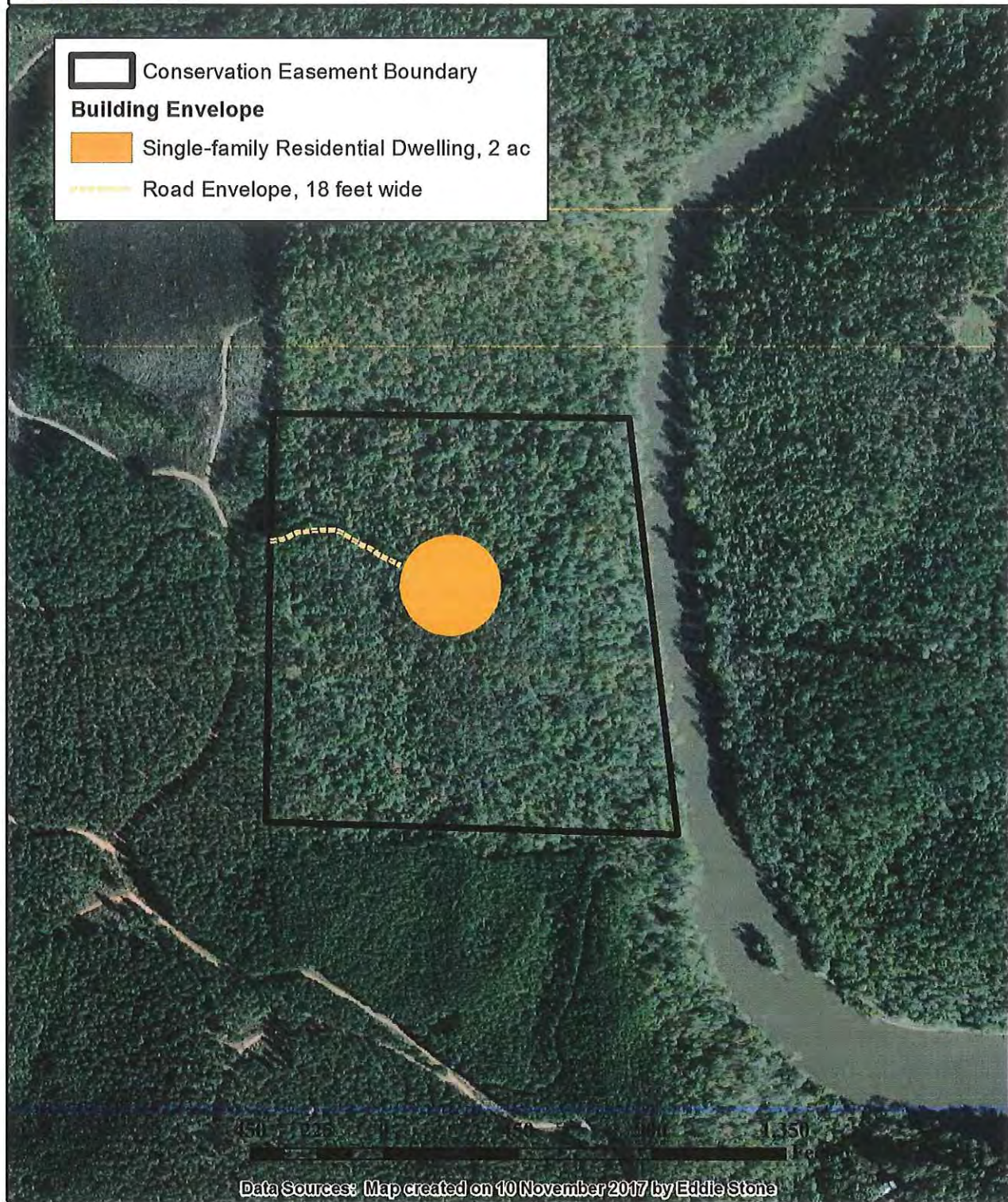


Building Envelope Map

Randolph County, Alabama



-  Conservation Easement Boundary
- Building Envelope**
-  Single-family Residential Dwelling, 2 ac
-  Road Envelope, 18 feet wide



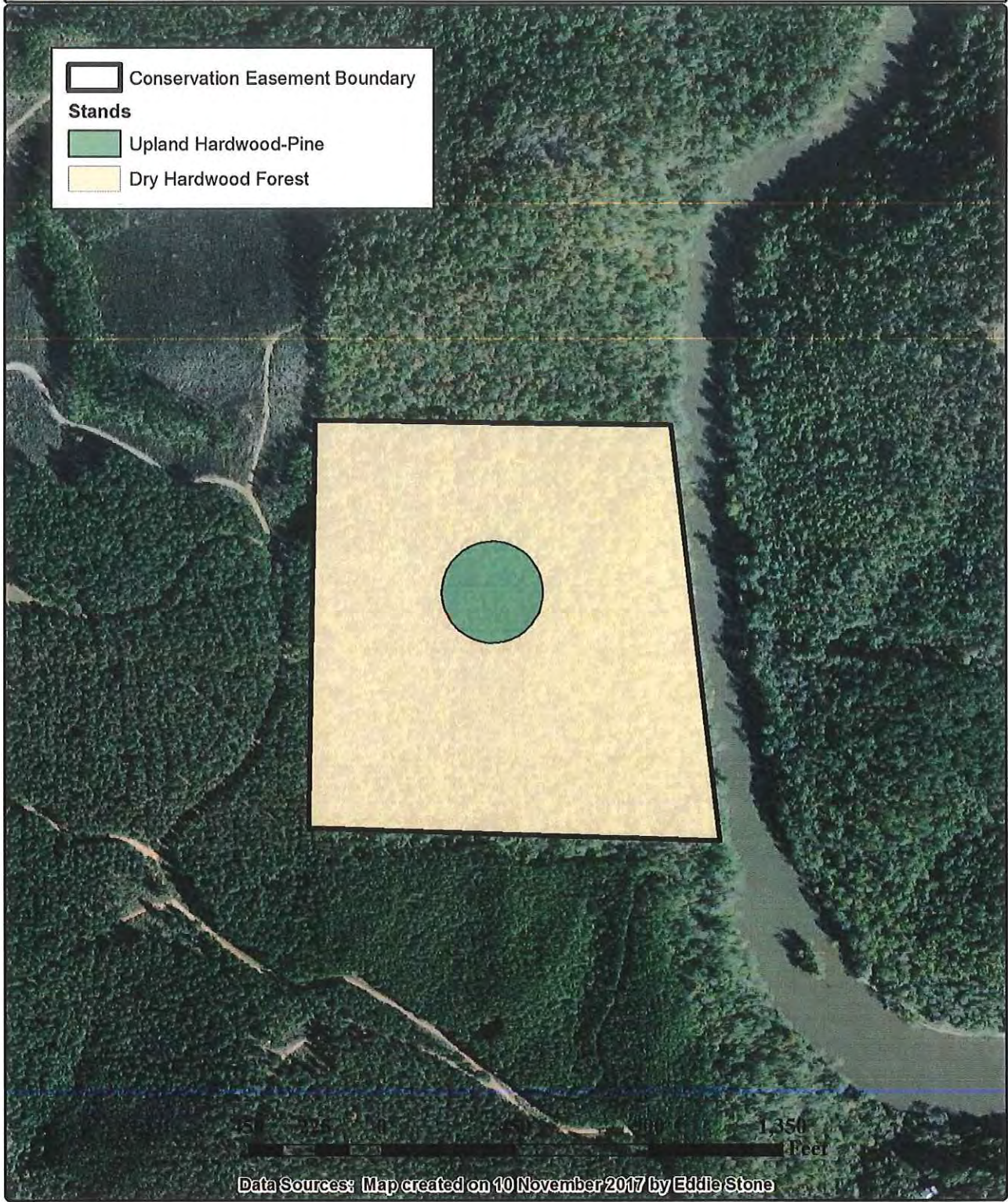


Stand Delineation Map

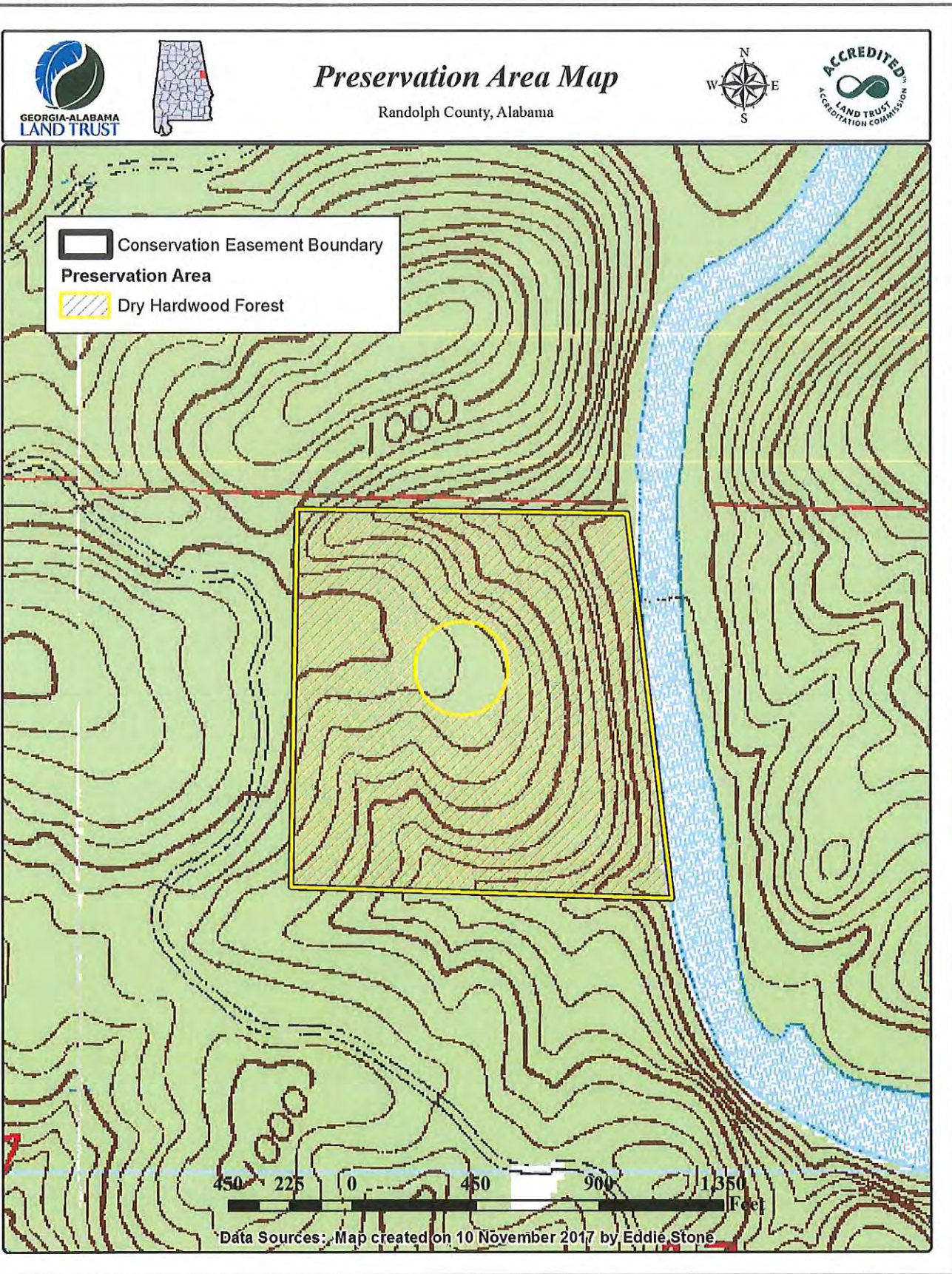
Randolph County, Alabama

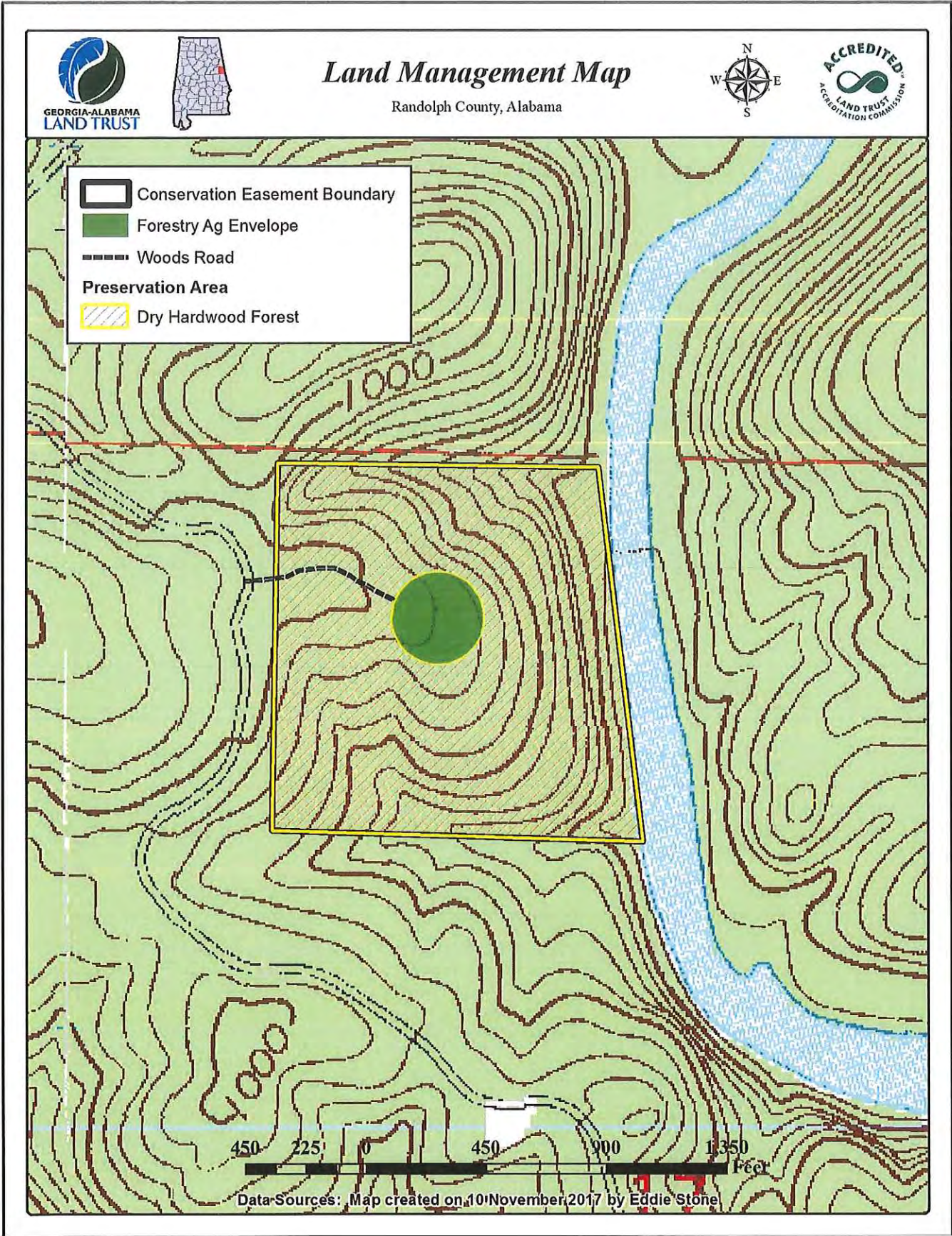


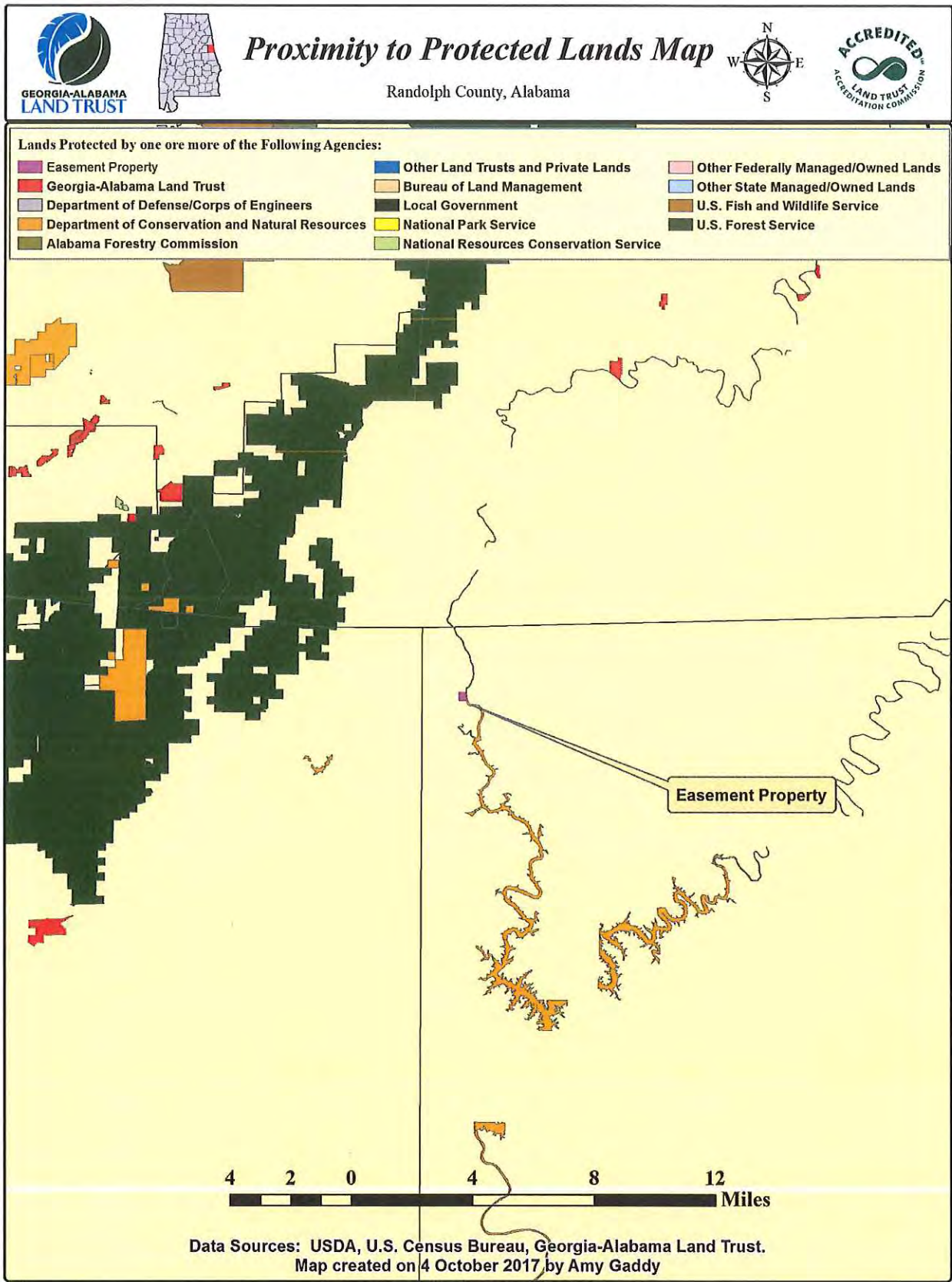
- Conservation Easement Boundary
- Stands**
- Upland Hardwood-Pine
- Dry Hardwood Forest



Data Sources: Map created on 10 November 2017 by Eddie Stone







Appendix 4: Soils

Soils Classification Table: Property Soil Description and Farmland Importance Status

Symbol	Map Unit Name	Farmland Rating	Hydric Rating	Percent
Bu	Buncombe loamy sand, deep, excessively drained soil on first bottoms, 0 to 6 percent slope	N/A	Drainageways	9.7%
LtE	Louisa stony sandy loam, 10 to 15 percent slopes, shallow, well drained soil	N/A	N/A	72.2%
MaD3	Madison gravelly clay loam, 10 to 15 percent slopes, well drained soils	N/A	N/A	16.8%
		Totals		100.0%



Soil Map

Randolph County, Alabama



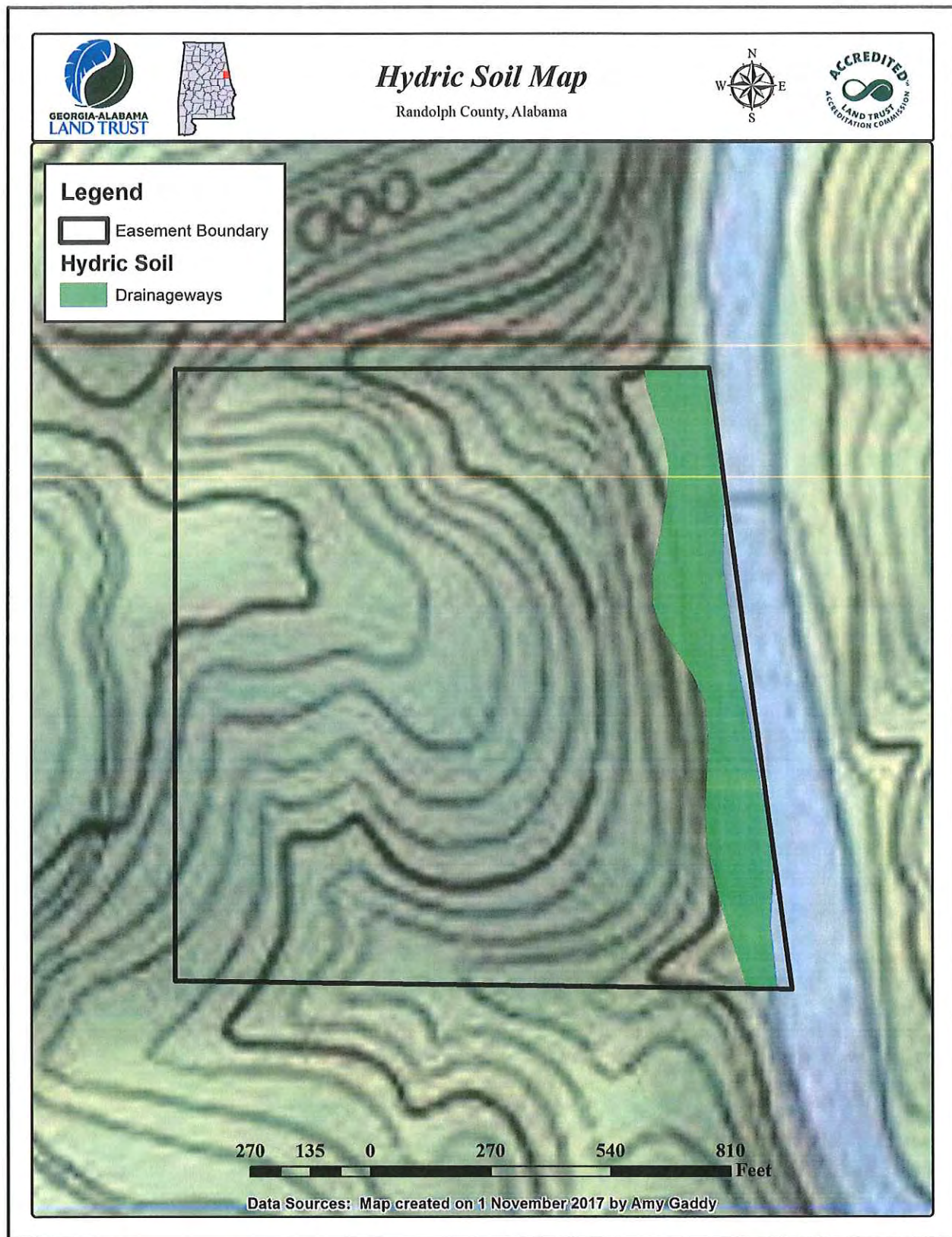
Legend

	Easement Boundary		LtE
	MaD3		W
	Bu		



270 135 0 270 540 810 Feet

Data Sources: Map created on 1 November 2017 by Amy Gaddy






National Wetland Inventory

Randolph County, Alabama

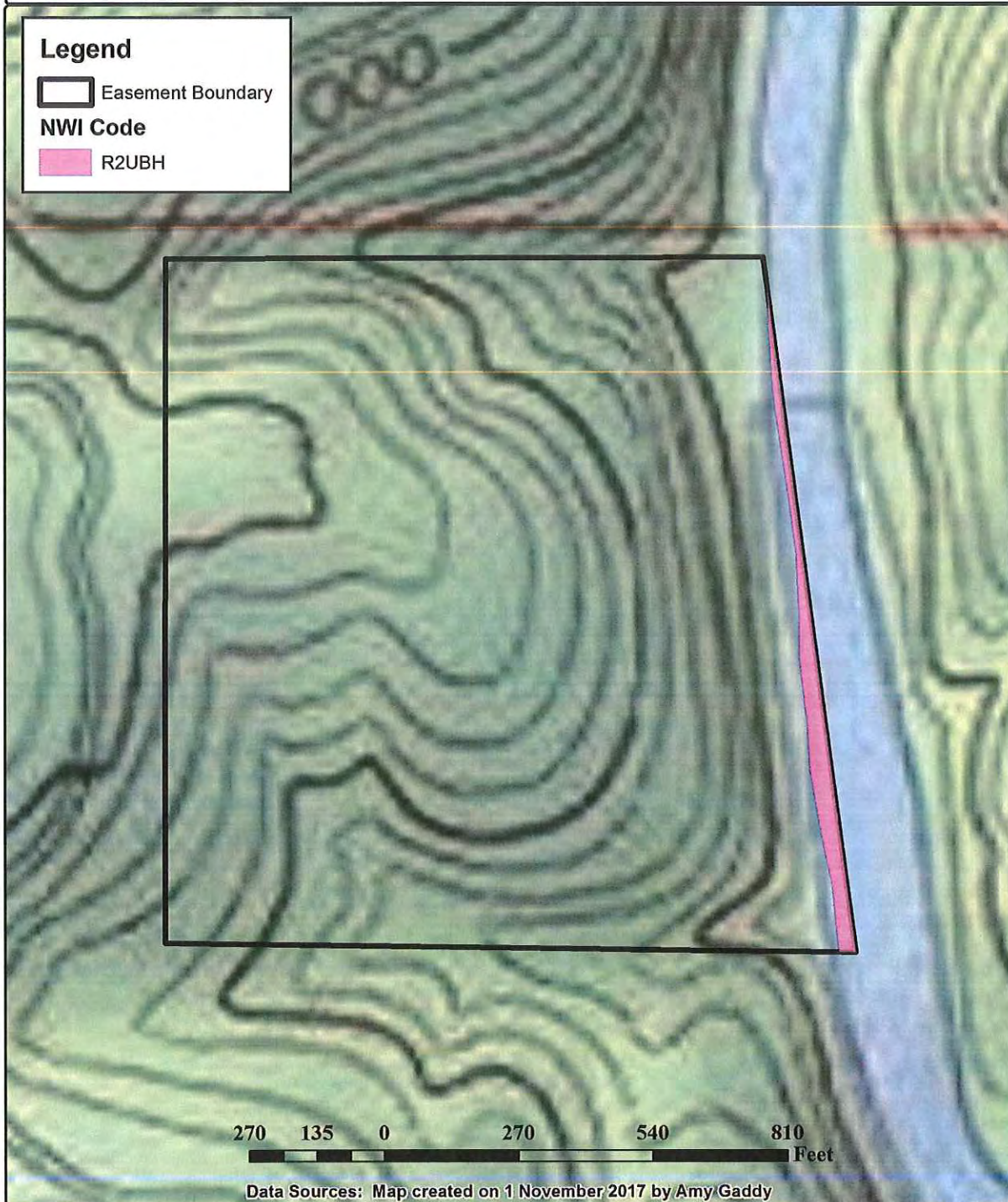


Legend

 Easement Boundary

NWI Code

 R2UBH



Appendix 5: Tables

List of Tables:

- **Table 1: Characteristics Summary of the EPA Level IV Southern Inner Piedmont in the EPA Level III Piedmont Ecoregion of Alabama**
- **Table 2: Rare, Threatened and Endangered Species and Natural Communities Documented in Randolph County, Alabama According to the Alabama Natural Heritage Program (ALNHP)**
- **Table 3: Plant List of Dominant, Co-Dominant and Understory Species Identified on Easement Property**

Table 1 - Characteristics Summary of the EPA Level IV Southern Inner Piedmont in the EPA Level III Piedmont Ecoregion of Alabama

45 PIEDMONT										
Level IV Ecoregion	Physiography		Geology	Soil			Climate			Potential Natural Vegetation
	Area (square miles)	Elevation / Local Relief (feet)		Order (Great Groups)	Common Soil Series	Temp. / Moisture Regimes	Precip. Mean annual (inches)	Frost Free Mean annual (days)	Mean Temp. January min/max; July min/max, (F)	
45a. Southern Inner Piedmont	2819	Dissected irregular plains, tablelands of moderate relief, open hills; low to moderate gradient streams with mostly cobble, gravel, and sandy substrates.	Quaternary to Tertiary micaceous clay, sandy clay, and sandy saporolite, with rock outcrops and joint-block boulders; Precambrian to Paleozoic schist, gneiss, granite, amphibolite, and phyllite.	Ultisols (Kanhapludults, Hapludults); on floodplains Inceptisols (Dystrodepts) and Entisols (Udifulvents, Fluvaquents)	Madison, Louisa, Tatum, Badin, Tallapoosa, Cecil, Grover, Davidson, Pacolet; on floodplains Chewacla, Cartecay, Toccoa, Enoree.	Thermic / Udic	52-58	195-220	31/54 67/90	Oak-hickory-pine forest. Deciduous forest, mixed forest, pine plantations, pasture; hay, cattle, and poultry production.

Table 2 – Rare, Threatened, and Endangered Species and Natural Communities Documented in Randolph County, Alabama

	Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Status	State Priority
Amphibians	<i>Desmognathus aeneus</i>	Seepage Salamander	G3G4	S2		SP	P2
	<i>Desmognathus monticola</i>	Seal Salamander	G5	S5		SP	
	<i>Lithobates sylvaticus</i>	Wood Frog	G5	S2			
Birds	<i>Columbina passerina</i>	Common Ground-dove	G5	S3		SP	
	<i>Thryomanes bewickii</i>	Bewick's Wren ⁴	G5	SHB,S1N		SP	P1
	<i>Vireo solitarius</i>	Blue-headed Vireo	G5	S3B,S4N		SP	
Fishes	<i>Ameriurus brunneus</i>	Snail Bullhead	G4	S3		CNGF	
	<i>Campostoma pauciradii</i>	Bluefin Stoneroller	G4	S2			
	<i>Cottus tallapoosae</i>	Tallapoosa Sculpin	G4	S3			
	<i>Cyprinella callitaenia</i>	Bluestripe Shiner	G2G3	S1S2			
	<i>Cyprinella gibbsi</i>	Tallapoosa Shiner	G4	S3			
	<i>Etheostoma chuckwachatte</i>	Lipstick Darter	G3	S2		SP	P2
	<i>Etheostoma tallapoosae</i>	Tallapoosa Darter	G4	S3			
	<i>Fundulus bifax</i>	Stippled Studfish	G2G3	S2			
	<i>Hybopsis lineapunctata</i>	Lined Chub	G3G4	S3			
	<i>Luxilus zonistius</i>	Bandfin Shiner	G4	S3			
	<i>Micropterus cataractae</i>	Shoal Bass	G3	S2		GF-HP	P2
	<i>Moxostoma lachneri</i>	Greater Jumprock	G4	S3		CNGF	
	<i>Notropis hypsilepis</i>	Highscale Shiner	G3	S2			
	<i>Percina palmaris</i>	Bronze Darter	G4	S3			
	<i>Percina smithvanizi</i>	Muscadine Darter	G3	S2			
Invertebrates	<i>Brachycentrus nigrosoma</i>	Caddisfly	G5	S1			
	<i>Cambarus englishi</i>	Tallapoosa Crayfish	G3	S3			
	<i>Cambarus halli</i>	Slackwater Crayfish	G3G4	S3			P2
	<i>Hydropsyche phalerata</i>	Caddisfly	G5	S1			P2
Mammals	<i>Ursus americanus</i>	Black Bear	G5T2	S2		GANOS	P1
Reptiles	<i>Lampropeltis calligaster rhombomaculata</i>	Mole Kingsnake	G5T5	S3			

	<i>Plestiodon inexpectatus</i>	Southeastern Five-lined Skink	G5	S3		SP	P2
--	--------------------------------	-------------------------------	----	----	--	----	----

	Scientific Name	Common Name	Global	State	Federal	State	State
			Rank	Rank	Status	Status	Priority
Vascular Plants	<i>Amphianthus pusillus</i>	Granite Pool Sprite	G2	S1	LT		
	<i>Chelone obliqua</i> var. <i>obliqua</i>	Red Turtlehead	G4T3T4Q	S1			
	<i>Elliptio arca</i>	Alabama Spike	G2G3Q	S2		PS	P1
	<i>Elliptio arcata</i>	Delicate Spike	G2G3Q	S2		PS	P1
	Freshwater Mussels						
	<i>Helianthus porteri</i>	Confederate Daisy	G4	S2			
	<i>Hymenocallis coronaria</i>	Shoals Spider-lily	G2Q	S2			
	<i>Hypericum lloydii</i>	Lloyd St. John's-wort	G4?	S1			
	<i>Isoetes virginica</i>	Piedmont Quillwort	G3	S2			
	<i>Juncus georgianus</i>	Georgia Rush	G4	S1			
	<i>Phacelia dubia</i> var. <i>georgiana</i>	Outcrop Small-flower Phacelia	G5T3	S2			
	<i>Pycnanthemum curvipes</i>	A Mountain-mint	G3	S1?			
	<i>Waldsteinia lobata</i>	Piedmont Barren Strawberry	G2G3	S1			

Table 3: Plant List of Dominant, Co-Dominant and Understory Species Identified on Easement Property During Site Visit

Common Name	Scientific Name
Dominant & Codominant Species	
Hickory (Mockernut)	<i>Carya tomentosa</i>
Hickory (Pignut)	<i>Carya glabra</i>
Maple (Red)	<i>Acer rubrum</i>
Beech	<i>Fagus grandifolia</i>
Cherry (Black)	<i>Prunus serotina</i>
Hornbeam	<i>Carpinus caroliniana</i>
Oak (Black)	<i>Quercus velutina</i>
Oak (Cherrybark)	<i>Quercus pagoda</i>
Oak (Chestnut)	<i>Quercus prinus</i>
Oak (Water)	<i>Quercus nigra</i>
Oak (White)	<i>Quercus alba</i>
Oak (Southern Red)	<i>Quercus falcata</i>
Pine (Loblolly)	<i>Pinus taeda</i>
Pine (Shortleaf)	<i>Pinus echinata</i>
Sycamore	<i>Platanus occidentalis</i>
Yellow Poplar	<i>Liriodendron tulipifera</i>
Elm (Winged)	<i>Ulmus alata</i>
Elm (American)	<i>Ulmus americana</i>
Hackberry	<i>Celtis occidentalis</i>
Blackgum	<i>Nyssa salvatica</i>
Persimmon	<i>Diospyros virginiana</i>
Sweetgum	<i>Liquidambar styraciflua</i>
Walnut (Black)	<i>Juglans nigra</i>
Sourwood	<i>Oxydendrum arboreum</i>
Understory Species	
Redbud	<i>Cercis canadensis</i>
Sassafras	<i>Sassafras albidum</i>
Sparkleberry	<i>Vaccinium arboreum</i>
Roundleaf Greenbrier	<i>Smilax rotundifolia</i>
Cherry (Black)	<i>Prunus serotina</i>
Dogwood (flowering)	<i>Cornus florida</i>
Cherry (Black)	<i>Prunus serotina</i>
Switch Cane	<i>Arundinaria tecta</i>
Sumac (Winged)	<i>Rhus copallinum</i>
Sourwood	<i>Oxydendrum arboreum</i>
Chinese Privet	<i>Ligustrum sinense</i>

Blackberry	<i>Rubus spp.</i>
Muscadine Grape	<i>Vitis rotundifolia</i>
Poison Oak	<i>Toxicodendron pubescens</i>
Poison-Ivy	<i>Toxicodendron radicans</i>
Trumpetcreeper	<i>Campsis radicans</i>
Virginia Creeper	<i>Parthenocissus quinquefolia</i>
Christmas Fern	<i>Polystichum acrostichoides</i>