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Richard M Dean
Judge of Probate



DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is made on this 30 day of August, 2025, by Natural Resources Conservancy Properties, having an address of 1515 S. Utica Ave., 3rd floor, Tulsa, Oklahoma 74104 (“Grantor”), and Natural Resources Conservancy, Incorporated, an Oklahoma nonprofit public benefit corporation authorized to do business in the State of Oklahoma, having an address at 1611 South Utica Avenue, #223, Tulsa, Oklahoma 74104 (EIN: 86-2617320) (“Grantee”).

WITNESS THAT:

WHEREAS, Grantor is the sole owner of such real property, which consists of approximately 210.91 acres more or less, legally described as real property located in Coosa County, Alabama, more particularly described in **Exhibits A and B**, attached hereto and incorporated by this reference (the “Property”);

WHEREAS, the Property in its present state has not been developed and possesses significant natural, scenic, habitat, watershed, wildlife, forest, agricultural, and open space values (collectively, “conservation values”) of great importance to Grantor, the people of Coosa County, and the people of the State of Alabama. In particular, said Conservation Values include:

WHEREAS, the State of Alabama identified 27 mammals, 39 birds, 19 amphibians, 28 reptiles, 63 fishes, 100 mussels, 52 freshwater snails, 44 crayfishes, and 4 ‘other’ species of concern that may be found on the Property.

WHEREAS, the United States Fish and Wildlife Service (USFWS) identified the Northern Long-eared Bat (*Myotis septentrionalis*), Alligator Snapping Turtle (*Macrochelys temminckii*), Southern Clubshell (*Pleurobeme decisum*), Tulotoma Snail (*Tulotoma magnifica*), Monarch Butterfly (*Danaus plexippus*), and Georgia Rockcress (*Arabis georgiana*), all of which may be found on the Property.

WHEREAS, four macrogroups were identified on the Property. The Property lies within the Southern Inner Piedmont ecoregion.

WHEREAS, mixed oak-pine forests, longleaf woodlands, flatwoods, and floodplain forests each provide a unique composition of food and shelter for a variety of wildlife species and may be found on the Property.

WHEREAS, creeks, open greenspace, and forested areas are present on the Property.

WHEREAS, The Nature Conservancy has determined the Property has overall high resiliency to climate change.

WHEREAS, the Environmental Protection Agency local watershed health assessment classifies the local watershed as 'more healthy'.

WHEREAS, the preservation of certain open space (including farmland and forest land) where such preservation is (i) pursuant to clearly delineated Federal, State and local governmental policy, and will yield a significant public benefit in accordance with § 170(h)(4)(A)(iii)(II) of the Code and (ii) is for the scenic enjoyment for the general public and will yield a significant benefit in accordance with Section 170(h)(4)(A)(iii)(I) of the Code. This Conservation Easement will benefit the general public in the State of Alabama by preserving valuable high priority habitat in furtherance of state and federal habitat and land management goals.

WHEREAS, Grantor wishes to maintain the Property in substantially its present state for its present conservation values and for the benefit of future generations;

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained in perpetuity by limiting any future use of the Property to limited agricultural or recreational activities, that do not significantly impair or interfere with those values;

WHEREAS, this Conservation Easement is established pursuant to the Alabama Conservation Easement Act (AL Code 35-18-1 through 35-18-6) of 1997, which authorizes the creation, conveyance, acceptance, and enforcement of conservation easements by qualified holders for conservation purposes;

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee and its assigns the right and duty to preserve and protect the conservation values of the Property in perpetuity;

WHEREAS, Grantee is a non-profit, tax exempt organization under Section 501(c)(3) of the Internal Revenue Code and is a qualified conservation easement holder under Section 170(h)(3) of the Internal Revenue Code to receive and to hold conservation easements; and

WHEREAS, Grantee agrees by accepting this grant 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, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby voluntarily grants and conveys to Grantee

a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (“Easement”), as an absolute charitable gift and for no monetary consideration:

1. Purpose.

It is the purpose of this Easement to assure that the Property will be retained forever predominantly in its natural, scenic, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including those involving limited agricultural uses such as traditional row cropping and animal husbandry, and recreational uses that are consistent with the purpose of this Easement. The duration of this Easement shall be in perpetuity.

Grantor will not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the purposes of this Easement. However, nothing in this Easement shall require the Grantor to take any action to restore the condition of the Property after any act of God or other causes, activities, or events over which Grantor had no control.

Grantor intends that this Easement be effective from and after the date hereof, to run with the land in perpetuity and to be irrevocable. For the avoidance of doubt, the restrictions imposed by this Easement shall remain on the Property forever and are binding on all current and future owners and occupants of the Property. Leases and other agreements existing at the time of this donation for approved activities such as hunting or the harvesting of timber and timber resources subject to an approved Healthy Forest Management Plan are allowable.

2. Rights of Grantee.

To accomplish the purpose of this Easement the following rights are perpetually conveyed to Grantee by this Easement:

- (a) To preserve and protect the conservation values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor Grantor’s compliance with and otherwise to enforce the terms of this Easement, provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor’s use and quiet enjoyment of the Property; and
- (c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this 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.

3. Perpetually Prohibited Uses and Activities.

Notwithstanding anything herein to the contrary, any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. To the extent that the exercise of any reserved right may have an adverse impact on the conservation value of the property, Grantor shall be required to obtain the prior written consent of the Grantee. Without limiting the generality of the foregoing, the following activities are expressly prohibited:

- (a) The right to establish or maintain any residential, commercial, recreational, or industrial facility on the Property or any other structure except as provided in Section 4. The right to construct a greenhouse, barn or similar storage facility required for agricultural purposes is

reserved so long as they do not cause injury to any conservation values protected by this Easement, and are approved by the Land Trust.

- (b) Surface mining, exploration for, extraction of, or quarrying of soil, sand, oil, gas, gravel, rock, or other minerals on or below the surface of the Property;
- (c) Subdivision of the Property, whether by physical or legal process;
- (d) Erection of commercial, institutional or other signs;
- (e) Erection of any permanent improvements or construction of paved roads and other structures;
- (f) Any future dumping or accumulation of any kind of trash, or refuse, or hazardous waste on the Property;
- (g) Electrical power lines that are not below grade, where practical; if any utility construction is conducted on or through the Easement area, the physical features of the Property will be restored to original condition within one year from the initial date of disturbance;
- (h) Erection of electrical generating windmills or solar arrays for commercial electricity generation or sale;
- (i) Construction or continued maintenance of confined animal feeding lots or operations;
- (j) Harvesting of timber or forest resources unless prescribed through a certified healthy forest management plan approved by the Grantee at least thirty days before harvesting begins, which shall only be approved by Grantee if it believes such harvesting will promote the conservation values of the Property;
- (k) Recreational uses: resort structures, golf courses, sport fields, and other public or commercial facilities. However, passive recreational uses may be utilized by the landowner to the extent that such uses are approved in advance by Grantee;
- (l) Selling an additional easement to a third party for an activity that, in Grantee's discretion, is not consistent with the purposes of this Deed of Conservation Easement; and
- (m) Any change, disturbance, alteration, or impairment of the relatively natural habitat for plants, wildlife, or other ecosystems within and upon the Property.

However, Grantor understands that nothing in this Deed relieves Grantor of any obligation or restriction on the use of the Property imposed by law.

4. Reserved Rights.

Grantor reserves to itself and to its successors and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not prohibited herein, including traditional agricultural uses such as livestock grazing

or row cropping, and that are not inconsistent with the purpose of this Easement. All permitted activities will be conducted in an environmentally friendly manner without the use of pesticides, fertilizers, or herbicides that may be deemed to harm the environment, wildlife, humans, or the conservation values protected within this easement.

Notwithstanding other restrictions set forth in this Easement, the Grantor reserves to itself and its assigns the right to construct one homesite and other structures within one specifically designated building envelope which shall not exceed one (1) acre in total area. The exact location of the building envelope shall be determined at a future date by the Grantor with prior written approval by the Grantee and must minimize disturbance to the property's natural resources. The building envelope may contain no more than one (1) individual family residence. Approval of the exact location by the Grantee shall not be unreasonably withheld but shall ensure that the designated building envelope adheres to the conservation values of the Easement. All construction, placement of structures, and related activities within the building envelope must comply with applicable local, state, and federal laws and regulations, and must be conducted in a manner that respects the overall conservation purposes of the Easement.

Passive recreation, such as fishing, hiking, and camping on the Property, is expressly reserved to the Grantor and its assigns.

Notwithstanding anything set forth herein, Grantor reserves the right to conduct commercial forestry and agriculture activities on the property in accordance with a healthy forest management plan prepared by a registered professional forester or biologist and approved by the Grantee.

5. Grantee's Remedies.

If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice by certified mail or email 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 Easement, to restore the portion of the Property so injured. Grantee shall be entitled to enforce its rights hereunder through all appropriate legal proceedings. 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 be reasonably cured within the 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 Easement, to enjoin the violation, *ex parte* if authorized, by temporary restraining order or preliminary or permanent injunction, to recover any damages to which Grantee may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, 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 therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement.

6. Acts Beyond Grantor's Control.

Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from any act of God or causes, activities, or events beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, 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 in this Easement shall require the Grantor to take any action to restore the condition of the Property after any act of God or other causes, activities, or events over which Grantor had no control.

7. Costs of Enforcement.

Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suits and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor.

8. Grantee's Discretion.

Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this 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.

9. Waiver of Certain Defenses.

Grantor hereby waives any defense of laches, estoppel, or prescription.

10. Costs and Liabilities.

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the property taxes, insurance, ownership, operation, upkeep, and maintenance of the Property.

11. Extinguishment.

If circumstances arise in the future such as to render the purpose of this Easement impossible to accomplish or obsolete, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

The donation of this Easement gives rise to a property right, immediately vested in the Grantee, which has a fair market value that is at least equal to the proportionate value that this Easement bears on the date hereof to the fair market value of the Property as a whole at that time. Such proportionate value shall remain constant.

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

Notwithstanding the foregoing intention, in order to ensure compliance with 26 CFR 1.170A-14(g)(6), if a sudden and unexpected change in conditions surrounding the Property make impossible or impractical the continued use of the Property for conservation purposes as described herein, and as a

result of such change, gives rise to the extinguishment of this Easement by judicial proceedings, the Grantee, on a subsequent sale or exchange of all or part of the Property, shall be entitled to a portion of the proceeds of such sale or exchange at least equal to the proportionate value that the perpetual conservation easement granted hereunder bears to the value of the Property as a whole on the date hereof unless state law provides that the Grantor is entitled to the full proceeds for such judicial conversion without regard to the terms of this Easement. Such portion of the proceeds allocable to the Grantee shall be used by the Grantee in a manner consistent with the Purpose of this Easement as set forth herein.

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

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

12. Condemnation.

If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, so as to terminate this Conservation Easement in whole or in part, Grantor and Grantee shall be entitled to compensation, by the entity declaring power of eminent domain, in accordance with applicable law, policy and procedures. Grantor and Grantee shall act jointly to recover the full value of their respective interests in the Property so taken or purchased and all direct or incidental damages resulting therefrom. If only a portion of the Property is subject to such exercise of eminent domain, this Conservation Easement shall remain in effect as to all other portions of the Property. If any proceeds received are from a condemnation, respective portions shall be determined in accordance with the methodology for sharing the proceeds established in Section 11 above with respect to Extinguishments. Such portion of the proceeds allocable to the Grantee shall be used by the Grantee in a manner consistent with the Purpose of this Easement as set forth herein.

13. Assignment of Easement.

This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986 (or any successor provision then applicable), and the applicable regulations promulgated thereunder, with the commitment to protect the conservation purposes of the donation, and have the resources to enforce the restrictions, and authorized to acquire and hold conservation easements under the Act (or any successor provision then applicable), or any public entity, such as the United States. As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out. The Grantee shall notify the Grantors prior to any assignment.

14. Subsequent Transfer of Property Interest.

Grantor agrees to incorporate the terms of this Easement in any deed or other legal by which Grantor enters into or divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor shall notify Grantee prior to the transfer of this interest.

Should Grantor transfer the Property, Grantor shall confirm that the successor in interest, whether landowner or lessee is aware of this Deed of Conservation Easement and the responsibilities and obligations as relates to this Easement. Grantee shall agree to hold the successor in interest for compliance with this Easement terms, through any such conveyance instrument.

15. Amendment of Easement.

This Conservation Easement is intended to be perpetual. However, the Grantor and the Grantee recognize that unforeseen circumstances may arise that warrant modification of this Easement in order to better accomplish its conservation purposes or to address changes in law, science, or property conditions. Accordingly, the Grantor and Grantee or their successors in interest may jointly agree to amend this Easement, provided that:

1. Purpose Maintained. Any amendment must be consistent with and shall not materially detract from the original conservation purposes and intent of this Easement.
2. Public Interest and Benefit. The amendment must clearly serve the public interest, comply with the Grantee's charitable mission, and result in a net beneficial or neutral impact on the conservation values protected by this Easement.
3. Legal Compliance. The amendment must comply with applicable federal, state, and local laws, including but not limited to Internal Revenue Code §170(h), related Treasury Regulations, and any applicable charitable trust or nonprofit organization law.
4. Prohibition of Private Benefit. No amendment shall result in private inurement or confer an impermissible private benefit, and any potential private benefit must be incidental and subordinate to the public benefit.
5. Documentation and Process. All amendments shall be documented in a written instrument signed by both Grantor and Grantee, recorded in the public land records, and supported by a written finding that the amendment meets the requirements of this section. Where legally required, the Grantee shall seek review or approval from a court of competent jurisdiction or the state attorney general.
6. Restrictions on Amendments. Notwithstanding the foregoing, under no circumstances shall any amendment:
 - o Permit commercial or industrial uses inconsistent with the conservation purposes;
 - o Terminate the Easement in whole or in part, except in strict accordance with judicial proceedings due to impossibility or impracticability as defined under applicable law;
 - o Allow subdivision or development rights not originally reserved or otherwise permitted under this Easement.

16. No Extinguishment Through Merger. No deed, transfer, or assignment of any fee title interest in the property to the Grantee or any successor holder of this Conservation Easement shall be effective if it will result in merger of this Conservation Easement with the fee title interest in the property. If any deed, transfer, or assignment of any interest in the property shall be determined to cause extinguishment of the conservation easement through merger, it shall be deemed void *ab initio*. The provisions of this paragraph are intended to prevent such merger. The provisions of this paragraph shall apply, and shall be construed to apply, to the Grantee as holder, and to any successor organization.

17. Baseline Data.

The parties acknowledge that an inventory of baseline data relating to the Property has been completed for the Property. Such inventory shall be kept on file in the Grantee's office, and that a copy shall be

furnished to the Grantor. The parties acknowledge that this Baseline Data Report (BDR) contains an accurate representation of the Property's condition and natural resources as of the date of execution of this Easement.

18. Notices.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows or to such other address as either party from time to time shall designate by written notice to the other:

To Grantor:
Natural Resources Conservancy Properties
1515 S. Utica Ave., 3rd Floor
Tulsa, Oklahoma 74104

To Grantee:
Natural Resources Conservancy, Inc.
1611 South Utica Avenue, #223
Tulsa, Oklahoma 74104

19. Recordation.

Grantor shall record this instrument in timely fashion in the office records of Coosa County, Alabama and may re-record it at any time as may be required to preserve its rights in the Easement.

20. Access.

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

21. General Provisions.

- (a) Controlling Law. The interpretation and performance of this 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 Easement shall be liberally construed in favor of the Grantee to affect the purpose of this Easement and the policy and purpose of the Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- (c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- (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 Easement upon Grantor shall be joint and several.

- (g) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- (h) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to the transfer shall survive transfer.
- (i) Counterparts. The parties may execute this instrument in Four 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.


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

IN WITNESS WHEREOF Grantor and Grantee, intending to legally bind themselves, have set their hands on this date first written above.

[signature pages follow]

GRANTOR:

By:


Abigail Hoffman, Managing Director

Signed, sealed and delivered in the presence of:


Witness

My commission expires: 12-29-2025
(Seal)



Notary Public
Commission No. 21016603

LINDA FORTH HON
Notary Public, State of Oklahoma
Commission # 21016603
My Commission Expires 12-29-2025


GRANTEE: Natural Resources Conservancy, Incorporated


Robert Gregory, Chief Executive Officer

Signed, sealed and delivered in the presence of:


Witness

My commission expires: 12-29-2025
(Seal)


Notary Public
Commission No. 21016603

LINDA FORTH HON
Notary Public, State of Oklahoma
Commission # 21016603
My Commission Expires 12-29-2025



EXHIBIT A

PARCEL 1: Begin at an iron pin at the NW corner of the SW Quarter of Section 28, Township 21 North, Range , Coosa County, Alabama; thence South 89° 08' 29" East, along & section line for 823.31 feet to an iron pin; thence South 03° 30' 02" East for 310.40 feet to an iron pin; thence South 16° 12' 51" East for 131.56 feet to an iron; thence South 48° 05' 14" East for 266.43 feet to an iron pin; thence South 31° 21' 16" East for 238.67 feet to an iron pin on the West right-of-way of County Road No. 45, 80' right-of-way; thence Southwesterly along said right-of-way and curve to the left, having a radius of 1160.80 feet for 288.59 feet, a chord bearing of South 39° 23' 26" West for 287.65 feet to the "PT" of said curve; thence South 32° 16' 06" West along said right-of-way for 1274.60 feet to the "PC" of a curve to the right, having a radius of 2800.99 feet; thence Southwesterly along said right-of-way and curve for 187.38 feet, a chord bearing of South 34° 05' 51" West for 187.35 feet to the "PT" of said curve; thence South 36' 06' 05" West along said right-of-way for 435.97 feet to an iron pin on the West Section Line of Section 28; thence North 0° 30' 50" East along said Section line for 2638.02 feet to the point of beginning.

The above-described property lies in the West Half of the Southwest Quarter of Section 28, Township 21 North, Range 18 East, Coosa County, Alabama, and contains 42.86 acres, more or less.

PARCEL 2: Begin at an iron pin a the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 28, Township 21 North, Range 18 East, Coosa County, Alabama; thence South 0° 30' 50" West along the Quarter Section Line for 702.54 feet to an iron pin on the West right-of-way of County Road No. 45, 80' right-of-way; thence South 46° 30' 46" West along said right-of-way for 30.00 feet to an iron pin; thence North 26° 55' 44" West for 817.80 feet to an iron pin on the North line of the Southwest Quarter of Section 28; thence South 89°08' 29" East along the Half Section Line for 398.48 feet to the point of beginning

The above-described property lies in the Northwest Quarter of the Southwest Quarter of Section 28, Township 21 North, Range 18, East, Coosa County, Alabama, and contains 3.48 acres, more or less.

PARCEL 3: Begin at an iron pin at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 28, Township 21 North, Range 18 East, Coosa County, Alabama; thence North 88° 26' 18" West along the South line of Section 28 for 526.17 feet to an iron pin in the centerline of creek; thence Northerly along centerline of creek the following twelve chord calls: 1) North 03° 57' 42" West for 63.84 feet; 2) North 29° 00' 00" West for 94.00 Feet; 3) North 14° 00' 00" East for 81.00 feet; 4) North 20° 00' 00" East for 200.00 feet; 5) North 20° 00' 00" West for 88.00 feet; 6) North 05° 00' 00" West for 138.00 feet; 7) North 37° 00' 00" West for 104.00 feet; 8) North 09° 00' 00" West for 95.00 feet; 9) North 09° 00' 00" East for 77.00 feet; 10) North 47° 00' 00" East for 103.00 feet; 11) North 00° 00' 00" East for 67.00 feet; 12) North 00° 17' 46" West for 53.81 feet to an iron pin on the East right-of-way of County Road No. 45, 80' right-of-way; thence North 32° 16' 06" East along said right-of-way for 578.90 feet to the "PC" of a curve to the right having a radius of 1080.80 feet; thence Northeasterly along said right-of-way and curve for 268.70 feet, chord being North 39° 23' 26" East for 268.01 feet to the "PT" of said curve; thence North 46° 30' 46" East along said right-of-way for 79.69 feet to an iron pin on the East line of the Northwest Quarter of the Southwest Quarter of Section 28; thence South 00° 30' 50" West along the Quarter Section line for 1842.47 feet to the point of beginning.

The above-described property lies in the West Half of the Southwest Quarter of Section 28, Township 21 North, Range 18 East, Coosa County, Alabama, and contains 18.65 acres, more or less

PARCEL IV: Begin at an iron pin at the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 33, Township 21 North, Range 18 East, Coosa County, Alabama; thence South 88° 26' 18" East along the North line of Section 33 for 1320.96 feet to an 18" oak tree at the Northeast corner of the Northwest Quarter of Section 33; thence South 00° 53' 02" West along the Half Section Line for 3406.22 feet to a point in centerline of Weoka Creek; thence Northwesterly along centerline of said creek, the following four (4) chord calls: 1) North 75° 29' 07" West for 379.35 feet; 2) North 62° 44' 17" West for 286.06 feet; 3) North 59° 23' 39" West for 423.37 feet; 4) South 85° 07' 30" West for 329.91 feet to a point on the West line of the Northeast Quarter of the Southwest Quarter of Section 33; thence leaving said creek North 00° 53' 02" East along the Quarter Section Line for 620.30 feet to an iron pin in existing fence; thence Northerly along existing fence the following 15 calls: 1) North 42° 39' 38" West for 85.16 feet; 2) North 20° 06' 10" West for 126.62 feet; 3) North 51° 25' 58" West for 205.90 feet; 4) North 02° 57' 17" West for 154.65 feet; 5) North 06° 16' 23" West for 183.15 feet; 6) North 03° 48' 44" East for 240.15 feet; 7) North 17° 10' 19" East for 199.32 feet;

8) North 08° 47' 47" East for 336.97 feet; 9) North 08° 46' 07" West for 171.51 feet; 10) North 16° 47' 20" West for 140.75 feet; 11) North 43° 28' 05" West for 197.56 feet; 12) North 10° 53' 39" West for 136.67 feet; 13) North 15° 27' 16" East for 139.77 feet; 14) North 24° 50' 28" East for 212.21 feet; 15) North 10° 08' 12" East for 98.93 feet to an iron pin on the North line of Section 33; thence South 88° 26' 18" East along said Section Line for 285.34 feet to the point of beginning.

The above-described property lies in the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 33, Township 21 North, Range 18 East, Coosa County, Alabama, and contains 111.02 acres, more or less.

PARCEL 1A: Begin at an iron pin known as the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 28, Township 21 North Range 18 East, Coosa County, Alabama; thence North 89° 01' 21" East for 1334.79 feet to an iron pin located on the Northwest right-of-way (80") of Coosa County Road No. 45; thence along said Northwest right-of-way South 64° 39' 24" West for 1250.04 feet to a point located at the beginning of a curve; thence Southwesterly along said curve (Chord Bearing South 55° 35' 04" West a Chord Distance of 255.97 feet, Radius of 811.69 feet) to an iron pin; thence leaving said Northwest right-of-way North 00° 30' 50" East for 702.54 feet to the Point of Beginning.

Containing 10.14 acres, more or less, and lying in and being a part of the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter, all in Section 28, Township 21 North, Range 18 East, Coosa County, Alabama.

PARCEL 2A: Begin at a rock pile known as the Northwest Corner of the NE ¼ of the Southeast Quarter of Section 28, T21N, R18E, Coosa County, Alabama; thence South 00° 47' 27" West for 1241.96 feet to a pine knot in a rock pile; thence South 89° 06' 29" East for 1258.67 feet to an iron pin located on the centerline of an old trail; thence along said centerline the following six (6) courses: 1) South 04° 34' 45" West for 239.50 feet; 2) § 03° 19' 46" East for 389.06 feet; 3) South 15° 11' 22" West 450.04 feet; 4) South 19° 52' 58" West for 378.69 feet; 5) South 06° 22' 48" West for 166.19 feet; 6) South 18° 20' 12" West for 264.29 feet to an iron pin; thence leaving said centerline go along a fence line the following five (5) courses: 1) South 14° 27' 19" West for 213.07 feet; 2) South 13° 28' 58" West for 158.33 feet; 3) South 25° 11' 42" West for 79.61 feet; 4) South 33° 53' 24" West for 136.10 feet; 5) South 21° 23' 26" West for 90.32 feet to an iron pin and end of fence; thence South 29° 11' 13" West for 40.00 feet to the centerline of Weoka Creek; thence meandering along said centerline which generally follows the following six (6) courses: 1) North 85° 08' 45" West for 142.98 feet; 2) South 05° 03' 01" West for 265.36 feet; 3) South 27° 14' 05" East for 608.86 feet; 4) South 43° 51' 55" West

for 558.05 feet; 5) South 88° 33' 52" West for 645.84 feet; 6) South 04° 54' 25" West for 291.38 feet to a point; thence leaving said centerline North 88° 26' 18" West for 1140.00 feet to an iron pin; thence North 00° 53' 02" East for 2640.00 feet to an 18" oak tree known as the Northeast Corner of the NW Quarter of Section 33, Township 21 North, Range 18 East, Coosa County, Alabama; thence North 88° 26' 18" West for 1320.96 feet to an iron pin known as the Southeast Corner of the SW Quarter of the Southwest Quarter of Section 28, Township 21 North, Range 18 East, Coosa County, Alabama; thence North 00° 30' 50" East for 1842.47 feet to an iron pin located on the Southeast right-of-way (80") of Coosa County Road No. 45; thence along said Southeast right-of-way North 46° 30' 46" East for 77.26 feet to a point located at the beginning of a curve; thence Northeasterly along said curve (Chord Bearing North 55° 35' 05" East a Chord Distance of 230.74 feet, Radius of 731.69 feet) to a point and end of curve; thence continue along said Southeast right-of-way North 64° 39' 24" East for 1396.60 feet to an iron pin; thence leaving said Southeast right-of-way South 86° 42' 58" East for 1195.69 feet to the Point of Beginning.

Containing 311.35 acres, more or less, lying in and being a part of the South 14 of Section 28, Township 21 North, Range 18 East, and the Northeast Quarter of Section 33, Township 21 North, Range 18 East, Coosa County, Alabama (the "Property").

LESS AND EXCEPT THE FOLLOWING:

Begin at an iron pin at the NW corner of the SW ¼ of Section 28, T21N, R18E, Coosa County, Alabama; thence North 89 degrees 41 minutes 14 seconds East, along ½ section line, 823.31 feet to an iron pin; thence South 04 degrees 40 minutes 18 seconds East, 310.40 feet to an iron pin; thence South 17 degrees 23 minutes 07 seconds East, 131.56 feet to an iron pin; thence South 49 degrees 15 minutes 30 seconds East, 266.49 feet to an iron pin; thence South 32 degrees 31 minutes 32 seconds East, 238.67 feet to an iron pin on the west right of way of County Road No. 45, 80' R.O.W.; thence southwesterly, along said right of way and curve to the left, having a radius of 1160.80 feet, 288.59 feet, chord being South 38 degrees 13 minutes 10 seconds West, 287.85 feet to the "PT" of said curve; thence South 31 degrees 12 minutes 41 seconds West, along said right of way, 1069.48 feet to an iron pin; thence leaving said right of way, North 70 degrees 51 minutes 36 seconds West, 492.60 feet to an iron pin on the west line of Section 28; thence North 00 degrees 39 minutes 26 seconds West, along said section line, 1785.02 feet to the point of beginning.

The above-described property lies in the W ½ of the SW ¼ of Section 28, T21N, R18E, Coosa County, Alabama, and contains 38.16 acres, more or less.

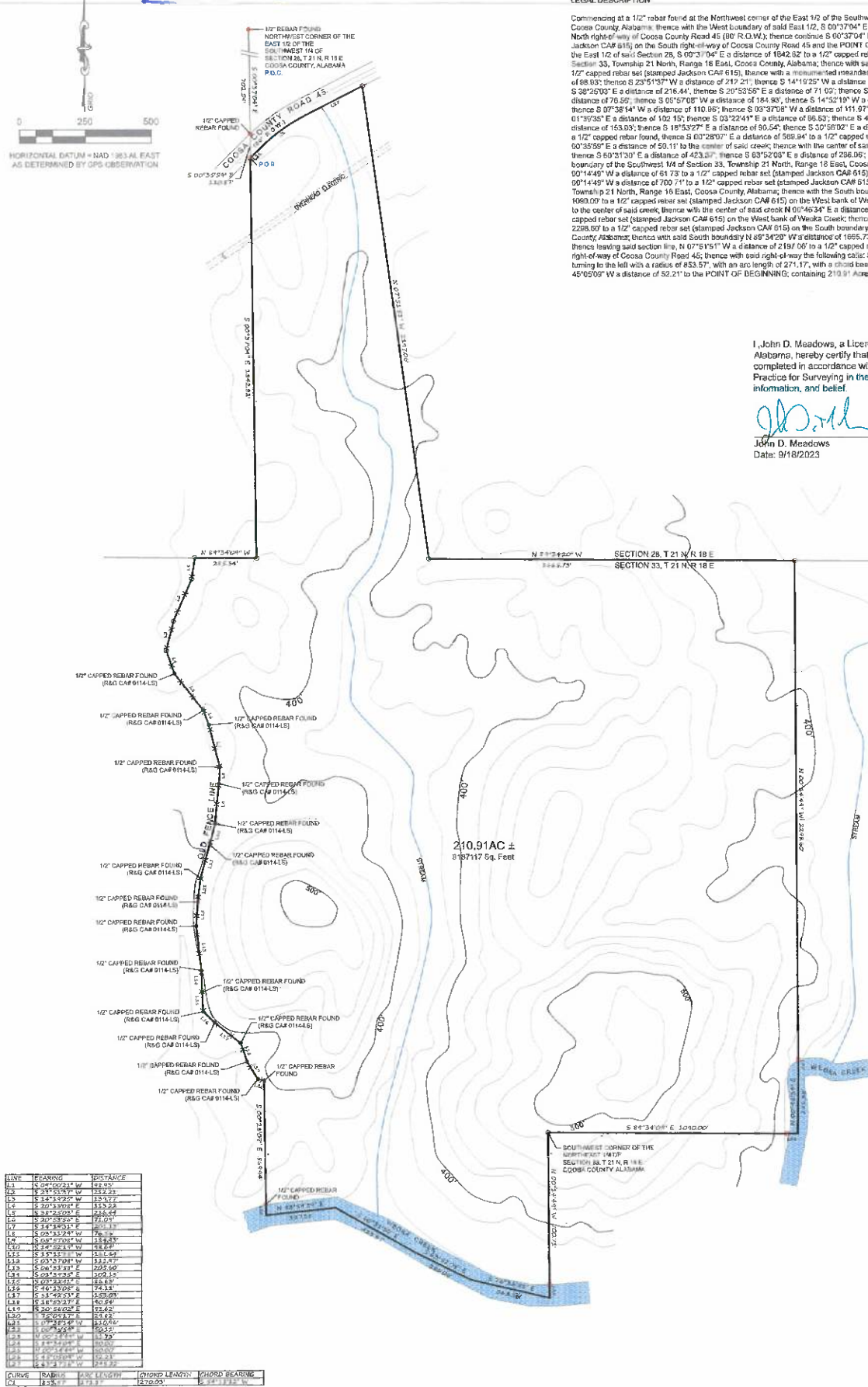
Exhibit B

LEGAL DESCRIPTION

Commencing at a 1/2" rebar found at the Northwest corner of the East 1/2 of the Southwest 1/4 of Section 25, Township 21 North, Range 18 East, Coosa County, Alabama; thence with the West boundary of said East 1/2, S 00°37'04" E a distance of 702.54' to a 1/2" capped rebar found on the North right-of-way of Coosa County Road 45 (R.O.W.); thence continue S 00°37'04" E a distance of 110.87' to a 1/2" capped rebar set (stamped Jackson CA# 615) on the South right-of-way of Coosa County Road 45 and the POINT OF BEGINNING; thence continue with the West boundary of the East 1/2 of said Section 25, S 69°31'04" E a distance of 1842.82' to a 1/2" capped rebar set (stamped Jackson CA# 615) on the North boundary of Section 33, Township 21 North, Range 18 East, Coosa County, Alabama; thence with said North boundary, N 89°54'09" W a distance of 285.34' to a 1/2" capped rebar set (stamped Jackson CA# 615); thence with a monumented undulating old fence line the following calls: S 09°02'21" W a distance of 68.83'; thence S 23°51'37" W a distance of 212.21'; thence S 14°19'25" W a distance of 139.77'; thence S 20°13'09" E a distance of 113.22'; thence S 38°25'03" E a distance of 216.44'; thence S 20°53'59" E a distance of 71.03'; thence S 14°19'31" E a distance of 201.13'; thence S 03°11'20" W a distance of 70.65'; thence S 00°57'08" W a distance of 181.80'; thence S 14°52'19" W a distance of 90.64'; thence S 15°11'30" W a distance of 161.54'; thence S 07°38'14" W a distance of 110.06'; thence S 03°37'08" W a distance of 111.97'; thence S 06°31'59" E a distance of 205.60'; thence S 01°39'35" E a distance of 102.15'; thence S 03°22'41" E a distance of 96.53'; thence S 40°13'08" E a distance of 74.11'; thence S 51°42'52" E a distance of 163.03'; thence S 18°53'27" E a distance of 90.54'; thence S 30°56'52" E a distance of 93.62'; thence S 70°59'17" E a distance of 28.82' to a 1/2" capped rebar found; thence S 03°28'07" E a distance of 909.04' to a 1/2" capped rebar found on the North bank of Weoka Creek; thence S 00°35'59" E a distance of 50.11' to the center of said creek; thence with the center of said creek the following calls: N 83°58'39" E a distance of 327.38'; thence S 60°31'30" E a distance of 423.37'; thence S 63°52'03" E a distance of 286.06'; thence S 78°38'58" E a distance of 583.36' to the East boundary of the Southwest 1/4 of Section 33, Township 21 North, Range 18 East, Coosa County, Alabama; thence with said East boundary N 00°14'49" W a distance of 61.72' to a 1/2" capped rebar set (stamped Jackson CA# 615) on the North bank of Weoka Creek; thence continue N 00°14'49" W a distance of 700.71' to a 1/2" capped rebar set (stamped Jackson CA# 615) at the Southwest corner of the Northeast 1/4 of Section 33, Township 21 North, Range 18 East, Coosa County, Alabama; thence with the South boundary of said Northeast 1/4, S 89°34'09" E a distance of 1680.00' to a 1/2" capped rebar set (stamped Jackson CA# 615) on the West bank of Weoka Creek; thence continue S 89°34'09" E a distance of 50.00' to the center of said creek; thence with the center of said creek N 00°46'34" E a distance of 291.36'; thence N 00°14'49" W a distance of 50.00' to a 1/2" capped rebar set (stamped Jackson CA# 615) on the West bank of Weoka Creek; thence leaving said creek bank N 00°14'49" W a distance of 2208.60' to a 1/2" capped rebar set (stamped Jackson CA# 615) on the South boundary of Section 28, Township 21 North, Range 18 East, Coosa County, Alabama; thence with said South boundary N 89°34'09" W a distance of 1655.75' to a 1/2" capped rebar set (stamped Jackson CA# 615); thence leaving said section line, N 07°51'51" W a distance of 2197.06' to a 1/2" capped rebar set (stamped Jackson CA# 615) on the South right-of-way of Coosa County Road 45; thence with said right-of-way the following calls: S 63°17'16" W a distance of 265.22'; thence with a curve turning to the left with a radius of 853.57', with an arc length of 271.17', with a chord bearing of S 64°11'12" W, with a chord length of 270.03'; thence S 45°05'09" W a distance of 52.21' to the POINT OF BEGINNING; containing 219.91 Acres, more or less.

I, John D. Meadows, a Licensed Professional Land Surveyor in the State of Alabama, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

John D. Meadows
 John D. Meadows AL PLS# 29097
 Date: 9/18/2023



- ### SURVEY NOTES
- 1) THE SUBJECT PROPERTY, HEREIN REFERRED TO AS "THE PROPERTY", IS A PART OF THAT CERTAIN PROPERTY DESIGNATED AS TAX PARCEL #s 22-18-03-25-0-000-008-000, 22-18-03-33-0-000-000, AND 22-18-03-33-0-000-000, ALSO BEING A PART OF THAT CERTAIN PROPERTY DESCRIBED IN DEED BOOK 837, PAGE 618, COOSA COUNTY, ALABAMA.
 - 2) UTILITIES SHOWN ON THIS PLAN HAVE BEEN OBTAINED FROM VISIBLE SURFACE EVIDENCE, NO UNDERGROUND UTILITIES LOCATED.
 - 3) THE CONTOUR LINES, AS SHOWN, WERE SCALED FROM U.S.G.S QUAD MAP.
 - 4) PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS THAT MAY EXIST.
 - 5) THIS PLAN WAS PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PERSONS OR ENTITY NAMED HEREON AND IS NOT TRANSFERABLE. THIS PLAN MAY NOT BE REPRODUCED, OR USED FOR ANY PURPOSE WITHOUT EXPRESS WRITTEN CONSENT OF JACKSON LAND SURVEYING, LLC. NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL. ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED.

LEGEND OF SYMBOLS	LEGEND OF ABBREVIATIONS
○ 1/2" Capped Rebar Set (Jackson CA# 615)	BM BENCH MARK
● Corner Found	CH CHAIN
○ Concrete Monument Found	CL CENTERLINE
△ Calculated Point	FB FLAT BOOK
⊕ Power Pole	DB DEED BOOK
⊕ Water Meter	ELEV ELEVATION
⊕ Phone Box	A ARC LENGTH
⊕ Man Hole	CONC CONCRETE
⊕ Fire Hydrant	GOR CORNER
⊕ Overhead Utility	MUL MONUMENT
— Fence	P.C.B. POINT OF BEGINNING
— Line Not to Scale	P.O.C. POINT OF COMMENCEMENT
— Property Boundary	IRG IRG
	R RADIUS
	ROW RIGHT-OF-WAY
	RNG RANGE
	STA STATION
	TWN TOWNSHIP

Bearings and/or distances in () with record
 All others are results of field measurements.

LINE	BEARING	DISTANCE
L1	N 04°00'24" W	83.92'
L2	S 28°53'51" W	233.23'
L3	S 34°52'22" W	133.72'
L4	S 20°33'01" E	153.52'
L5	S 38°25'03" E	234.54'
L6	S 20°53'59" E	71.03'
L7	S 14°19'25" W	139.77'
L8	S 03°11'20" W	201.13'
L9	S 03°57'08" W	181.80'
L10	S 14°52'19" W	90.64'
L11	S 15°11'30" W	161.54'
L12	S 07°38'14" W	110.06'
L13	S 03°37'08" W	111.97'
L14	S 06°31'59" E	205.60'
L15	S 01°39'35" E	102.15'
L16	S 03°22'41" E	96.53'
L17	S 40°13'08" E	74.11'
L18	S 51°42'52" E	163.03'
L19	S 18°53'27" E	90.54'
L20	S 30°56'52" E	93.62'
L21	S 70°59'17" E	28.82'
L22	S 03°28'07" E	909.04'
L23	S 00°35'59" E	50.11'
L24	S 83°58'39" E	327.38'
L25	S 60°31'30" E	423.37'
L26	S 63°52'03" E	286.06'
L27	S 78°38'58" E	583.36'
L28	S 89°34'09" E	1680.00'
L29	S 50°00'00" E	50.00'
L30	S 00°46'34" E	291.36'
L31	N 00°14'49" W	50.00'
L32	N 00°14'49" W	2208.60'
L33	N 89°34'09" W	1655.75'
L34	N 07°51'51" W	2197.06'
L35	S 63°17'16" W	265.22'
L36	S 64°11'12" W	271.17'
L37	S 45°05'09" W	52.21'

PROJECT #: 23-K-215
 SURVEY DATE: 8/23/2023
 DRAWN DATE: 8/23/2023
 REVISED: 9/18/2023
 DRAWN BY: JDM
 SCALE: 1" = 250'
 BEARING BASIS: RTK-GPS
 SURVEY TYPE: BOUNDARY

Property Boundary Survey for Reeds Creek LLC

Sections 28 & 33, T21N, R18E, Coosa Co., Alabama

Jackson
 Land Surveying, LLC
 376 Jackson Bottoms Rd.
 Goodwater, AL 35072
 (256) 234-5200, CA# 615-LE