

WARE FOREST, INC.

# St. Andrews, LLC Timber Management Plan

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10/25/2012



# Introduction

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## LANDOWNER OBJECTIVES

The landowners of St. Andrews Plantation, LLC want to be good stewards of their land and manage the timber, wildlife, water and recreation in a manner that will improve these assets condition for future generations. The landowners' primary use of the tract is for timber management. Their secondary concern is the management of the wildlife resource so as to improve the hunting on the tract. In addition St. Andrews Plantation has a 140.4 acre Conservation Easement that has its own timber management considerations. A brief sketch of the management for each resource follows:

### Timber:

Whenever possible, pine should be favored so as to produce the maximum periodic income from the tract. The pine in these stands will be managed on a saw-timber rotation of 22 to 25 years. The low lying areas which are better suited for hardwoods will be managed for oak, cypress and gum. Timber management practices in old growth pine/hardwood stands will be modified as necessary to enhance the other resources. Pine stands will have to be burned periodically as needed to reduce the fire hazard, control undesirable hardwoods and promote the growth of legumes and weed species for quail and turkey feeding, nesting and cover.

### Wildlife:

Wildlife habitat should be diversified as much as possible to promote both game and non-game species. Low maintenance food plots for deer, turkey and quail are recommended. Artificial nesting boxes have proven effective in increasing populations of wood ducks and blue birds and are recommended for suitable areas on this tract. These recommendations include wood duck boxes for the ponds and low lying areas and blue bird boxes for the open areas near food plots.

### Soil & Water:

Maintaining the water quality of the tributaries that run through this tract will be a priority. This will be achieved through observing the Georgia Forestry Commission's Best Management Practices for Georgia whenever any forestry activity takes place along this stream or in wetland areas. The prime objective of the Conservation Easement is to maintain water quality.

### Recreation:

Recreational use will be enhanced by the use of food plots to improve hunting and nesting structures to encourage non-game species.



## Conservation Easement

Timber management can occur within the Conservation Easement on the upland areas. No clear-cutting of upland stands except for small areas for food plots may occur. Riparian buffers must be observed; *no timber harvesting or maintenance of food plots within 100' of the marsh adjacent to Green Creek, or in accordance with the then-suggested Best Management Practices of Georgia whichever is greater (herein, the "Riparian Buffers")*.

## Location

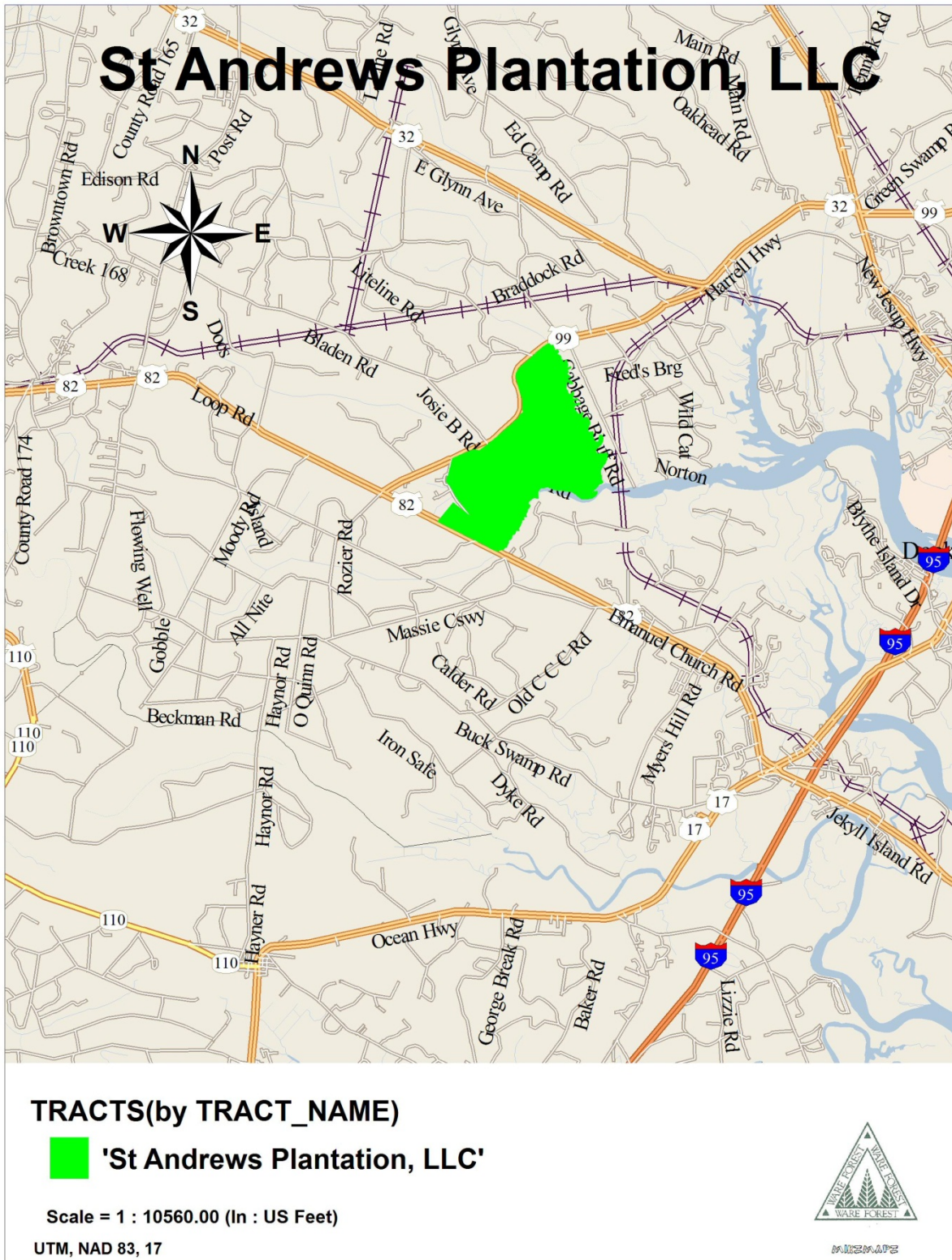
St. Andrews Plantation is approximately 2705.11 acres and is located in Glynn County, Georgia. St. Andrews Plantation is bounded to the west by Us Highway 99 & to the south by Us Highway 82. The eastern boundaries of St. Andrews Plantation are College Creek, Turtle River & Green Creek.

## Access

Access to the tract is excellent from US 99 or US 82. Although most of the interior roads are improved; some may require four wheel drive in wet times.

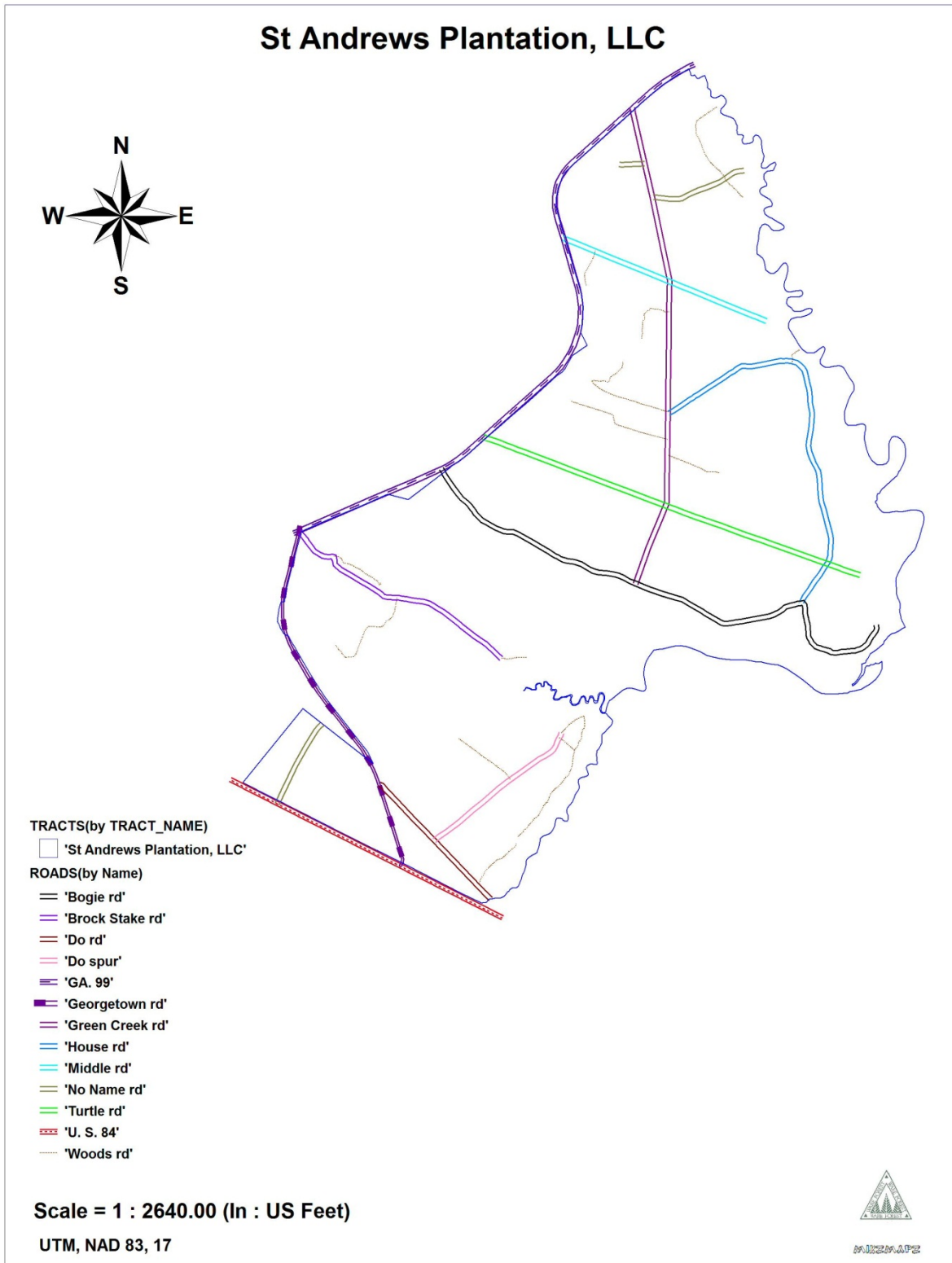


## Location Map

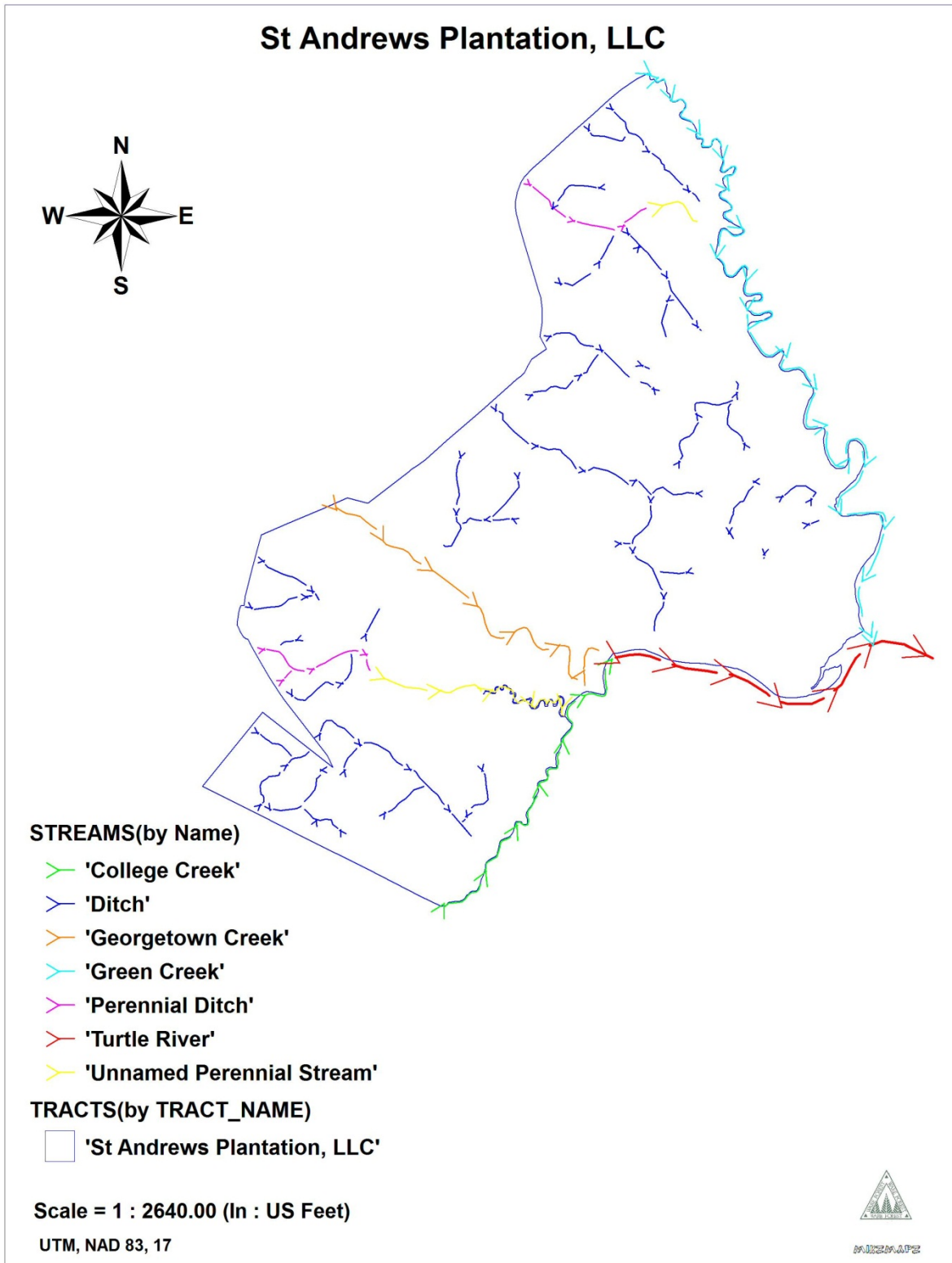




## Road System



## Hydrology



## Topography

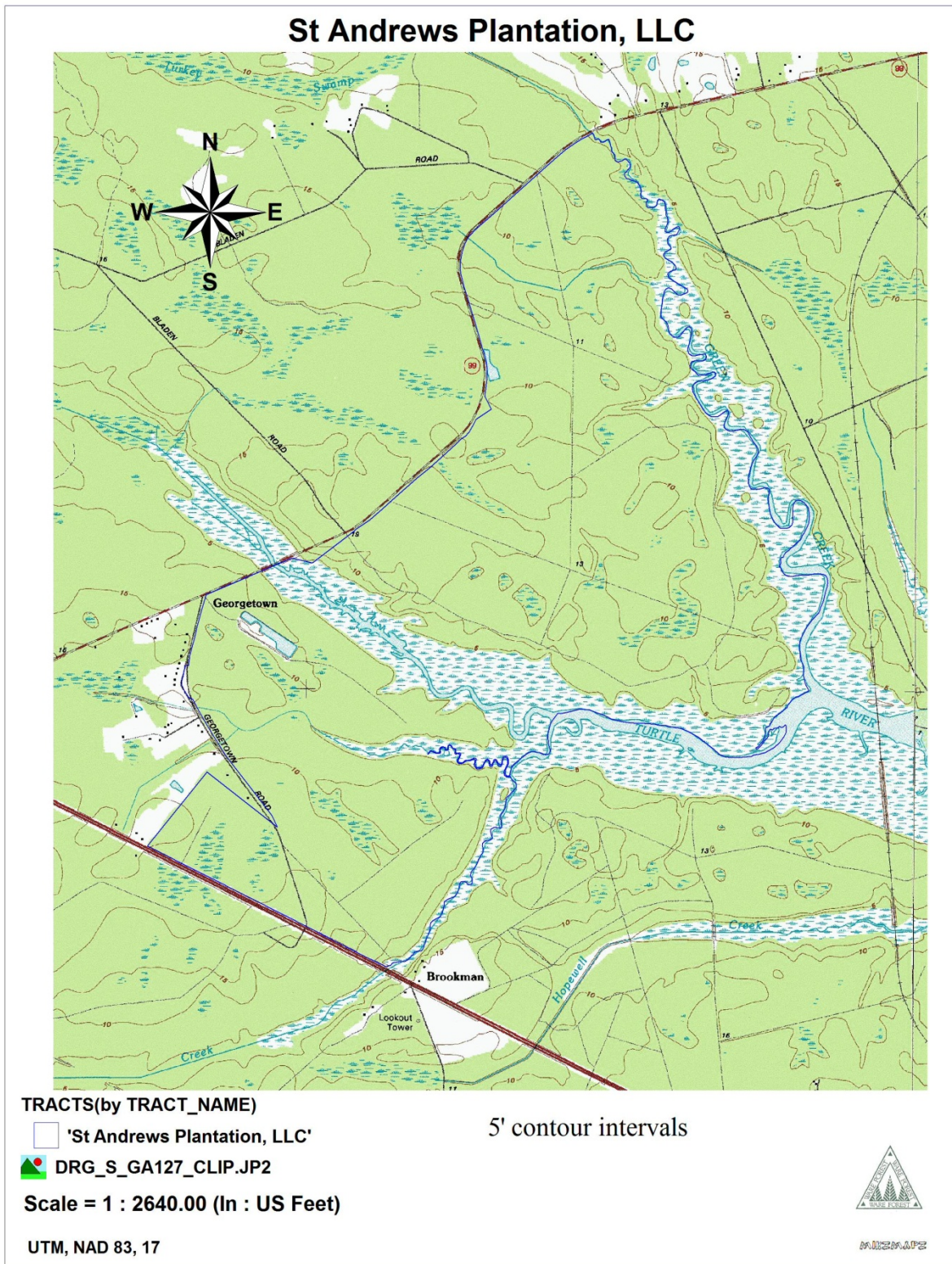
The topography of the St. Andrews Plantation is typical of the eastern features of the Lower coastal Plain. The topography of the Lower Coastal Plain is generally low, flat, and swampy where it borders the Atlantic, and grades to low rolling hills at the inner margin. It is at a lower altitude and has less relief than the Upper Coastal Plain.

Elevations on the tract range from 15 feet above sea level on the southern boundary of the property to 10 and 5 feet above sea level across most of the property.





## Topographic Map



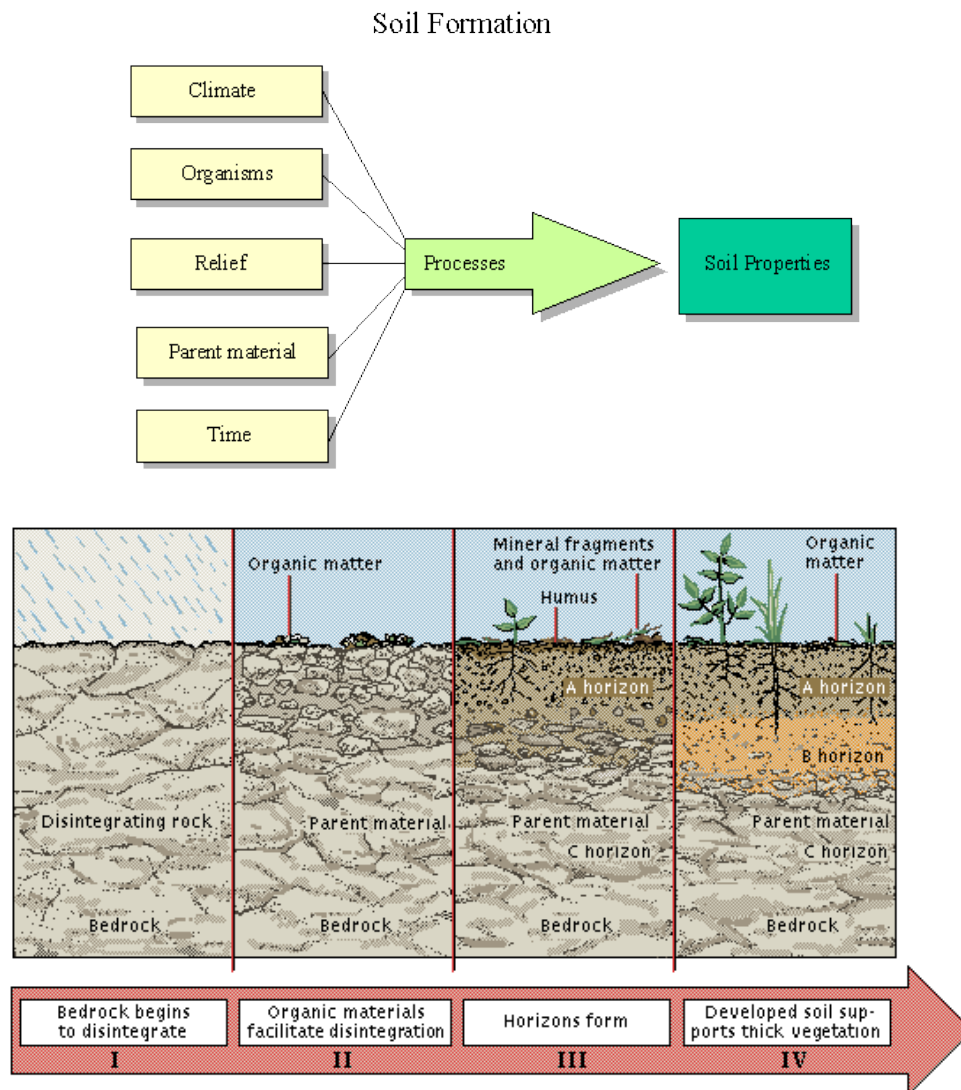


## Soil

Soil is the foundation for forest and animal life. Good soil conservation is a must if productive forests are to be maintained. Many forestry activities have the potential to adversely impact the soil and degrade water quality through erosion and sedimentation. Best management Practices, usually referred to as BMP's are general recommendations on how to conduct various forestry activities to conserve soil and water quality. These BMP's are listed and explained in the publication "Recommended Best Management Practices for Forestry in Georgia", published by The Georgia Forestry Commission.

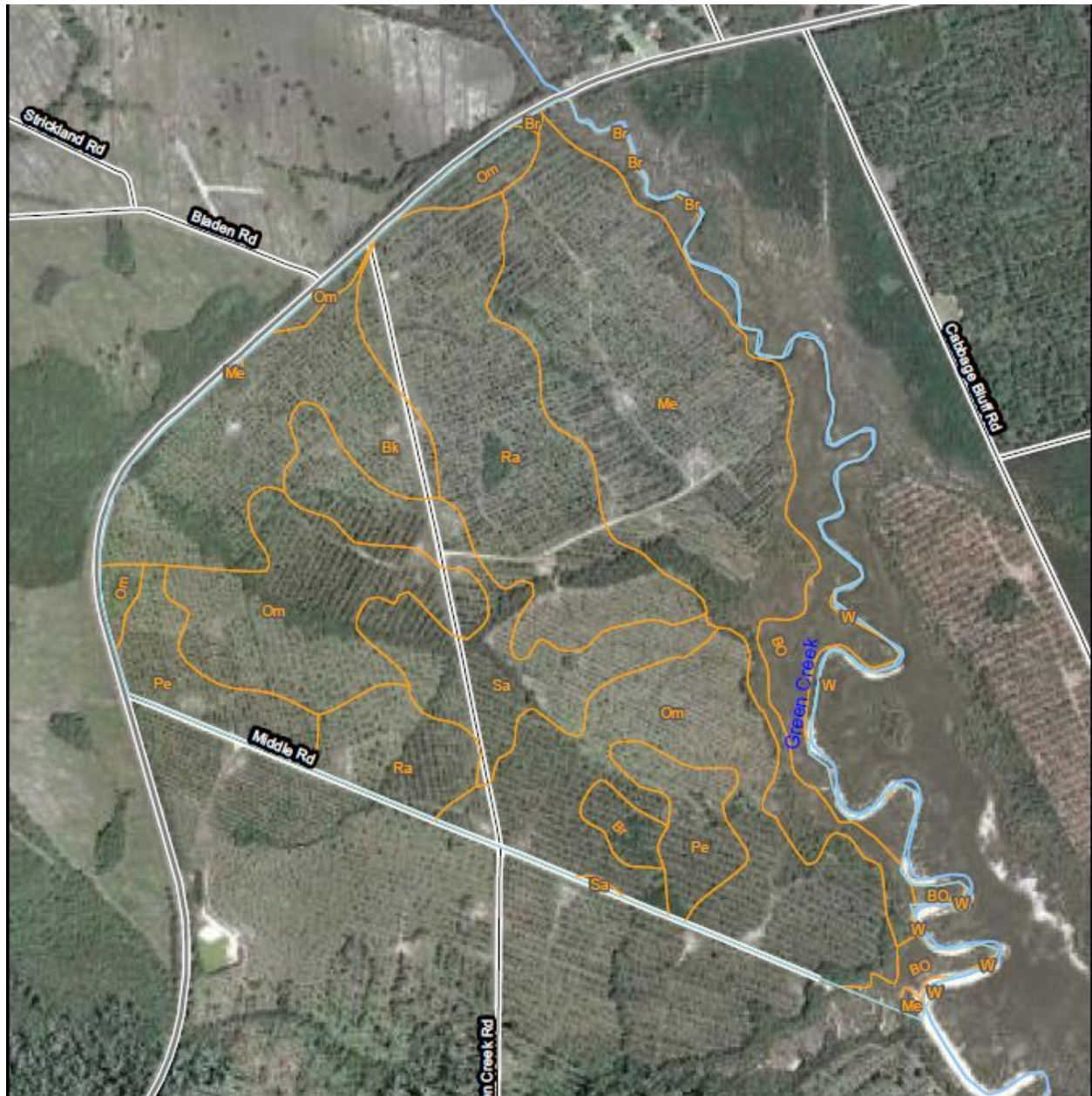
The Soils map delineates the different soil types found on the tract. There are no soils on the Orvis and Mary Vickers Tract that have been classified as highly erodible by the USDA-Soil conservation Service.

Additional soils information can be found on pages 14 - 15 and includes tables which list management concerns for the various soils and the site index. Site index is the measure of the soil's productivity. The site index number indicates the height a tree from a given species, growing on a specific soil will attain by age 50.



## Soil Maps

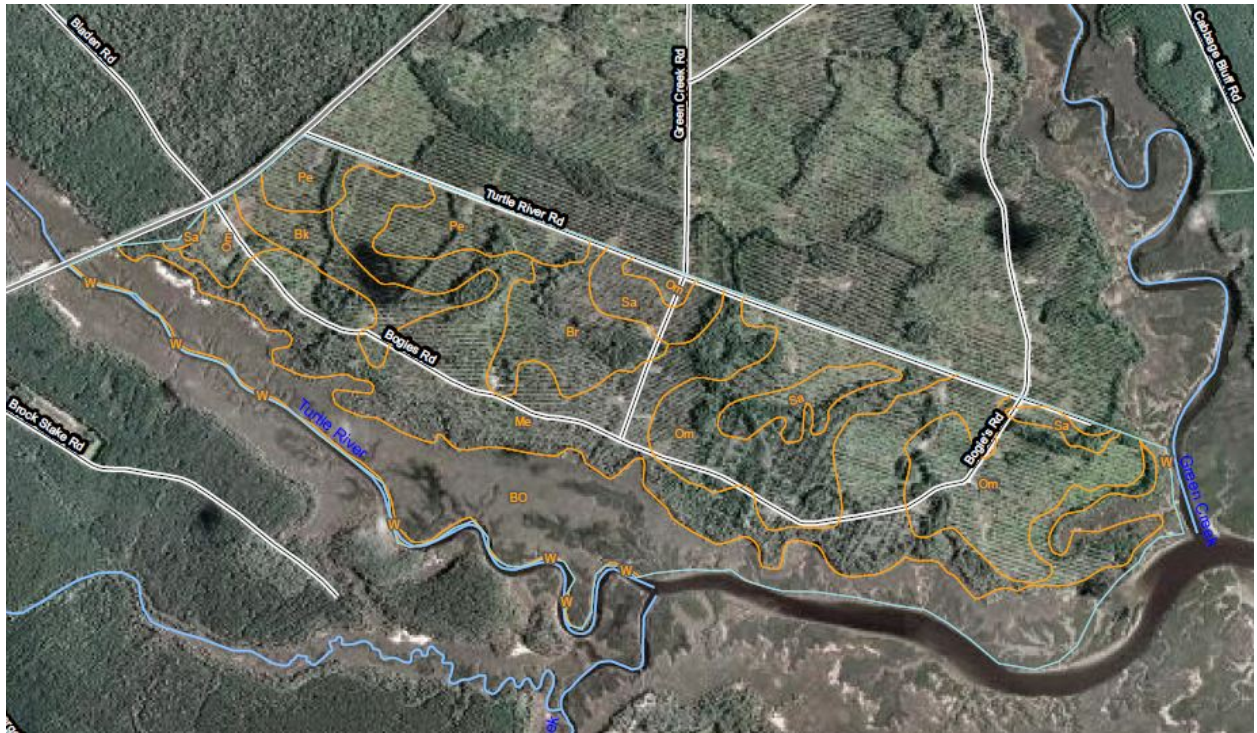
### Compartment 1







### Compartment 3





Compartments 4 & 5



TABLE 7.--WOODLAND MANAGEMENT AND PRODUCTIVITY

[Only the soils suitable for production of commercial trees are listed. Absence of an entry indicates that information was not available]

Soil name and map symbol	Ordination symbol	Management concerns			Potential productivity		Trees to plant
		Erosion hazard	Equipment limitation	Seedling mortality	Common trees	Site index	
AdA----- Albany	3w	Slight	Moderate	Moderate	Loblolly pine----- Slash pine----- Longleaf pine-----	80 80 67	Loblolly pine, slash pine.
Bk----- Bladen	2w	Slight	Severe	Severe	Loblolly pine----- Slash pine----- Sweetgum-----	94 91 90	Loblolly pine, slash pine, American sycamore, water oak, Nuttall oak.
Br----- Brookman	2w	Slight	Severe	Severe	Baldcypress----- Loblolly pine----- Southern red oak----- Slash pine----- Sweetgum----- White oak----- Yellow-poplar-----	--- 95 --- 95 94 --- ---	Loblolly pine, slash pine, sweetgum, water tupelo.
CaB----- Cainhoy	3s	Slight	Moderate	Moderate	Longleaf pine----- Loblolly pine-----	70 76	Longleaf pine.
FdD*: Fripp-----	4s	Slight	Moderate	Moderate	Slash pine----- Longleaf pine----- Loblolly pine-----	70 60 70	Slash pine, longleaf pine, loblolly pine, sand pine.
Duckston.							
Kk----- Kingsland	4w	Slight	Severe	Severe	Water tupelo----- Baldcypress----- Pond pine-----	--- --- 60	
Ma----- Mandarin	4s	Slight	Moderate	Severe	Slash pine----- Longleaf pine-----	70 60	Slash pine, sand pine.
Me, Mf----- Meggett	1w	Slight	Severe	Severe	Slash pine----- Loblolly pine----- Pond pine-----	100 100 75	Slash pine, loblolly pine.
Om----- Olustee	3w	Slight	Moderate	Moderate	Slash pine----- Loblolly pine----- Longleaf pine-----	80 80 70	Slash pine, loblolly pine.
Pe----- Pelham	2w	Slight	Severe	Severe	Slash pine----- Loblolly pine----- Longleaf pine----- Sweetgum----- Blackgum----- Water oak-----	90 90 74 80 80 80	Slash pine, loblolly pine.
Po----- Pottsburg	3w	Slight	Moderate	Moderate	Slash pine----- Longleaf pine-----	80 70	Slash pine.
Ra----- Rains	2w	Slight	Severe	Severe	Loblolly pine----- Slash pine----- Sweetgum-----	94 91 90	Loblolly pine, slash pine.
Ru----- Rutlege	2w	Slight	Severe	Severe	Loblolly pine----- Sweetgum-----	90 90	Loblolly pine, baldcypress.

See footnote at end of table.

TABLE 7.--WOODLAND MANAGEMENT AND PRODUCTIVITY--Continued

Soil name and map symbol	Ordination symbol	Management concerns			Potential productivity		Trees to plant
		Erosion hazard	Equipment limitation	Seedling mortality	Common trees	Site index	
Sa----- Sapelo	3w	Slight	Moderate	Moderate	Loblolly pine----- Slash pine----- Longleaf pine-----	77 77 65	Loblolly pine, slash pine.
Sb----- Satilla	3w	Slight	Severe	Severe	Blackgum----- Baldcypress----- Red maple----- Sweetgum----- Water oak----- Water tupelo----- Yellow-poplar-----	-- -- -- 80 80 -- 90	

\* See description of the map unit for composition and behavior characteristics of this unit as a whole.



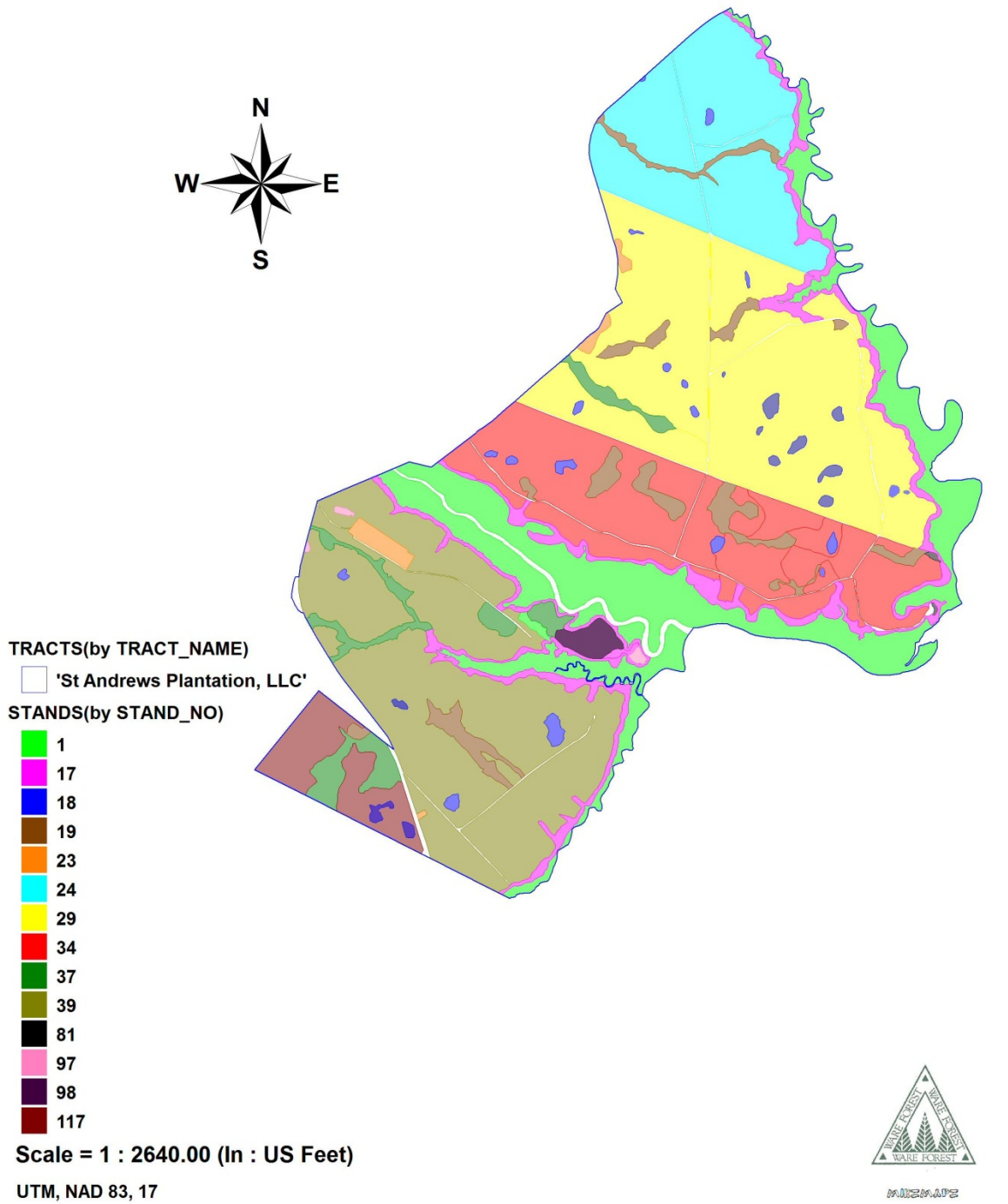
## Tract Map



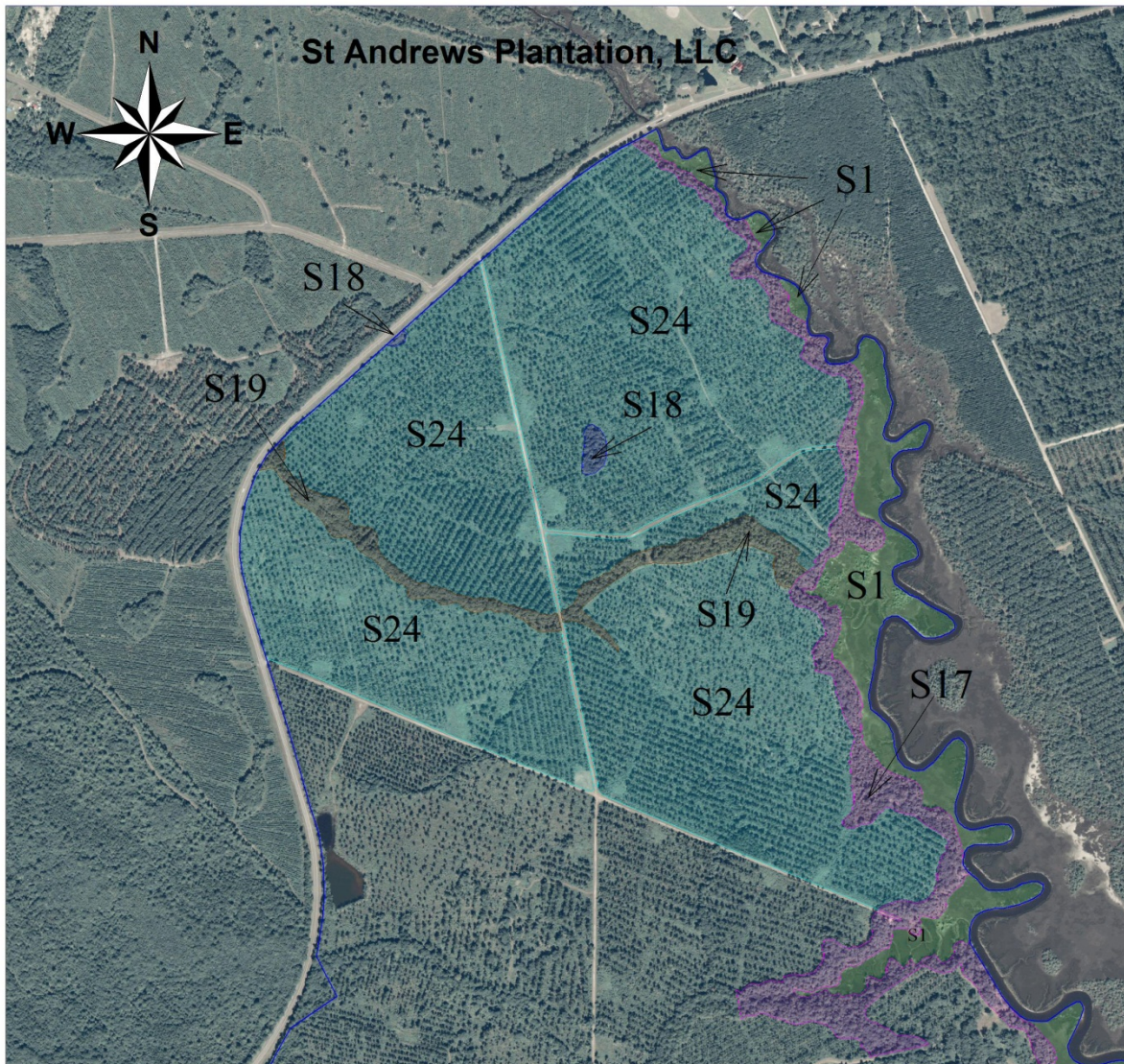


## Stand Map

# St Andrews, LLC Stand Map



## Compartment 1 Map



TRACTS(by TRACT\_NAME)

□ 'St Andrews Plantation, LLC'

STANDS(by DESCRIPTION)

■ 'Hardwood'

■ 'Loblolly Natural Reg'

■ 'Marsh'

■ 'Marsh Buffer'

■ 'Pond'

■ 'Road'

▲ ORTHO\_1-1\_1N\_S\_GA127\_2010\_1\_CLIP.JP2

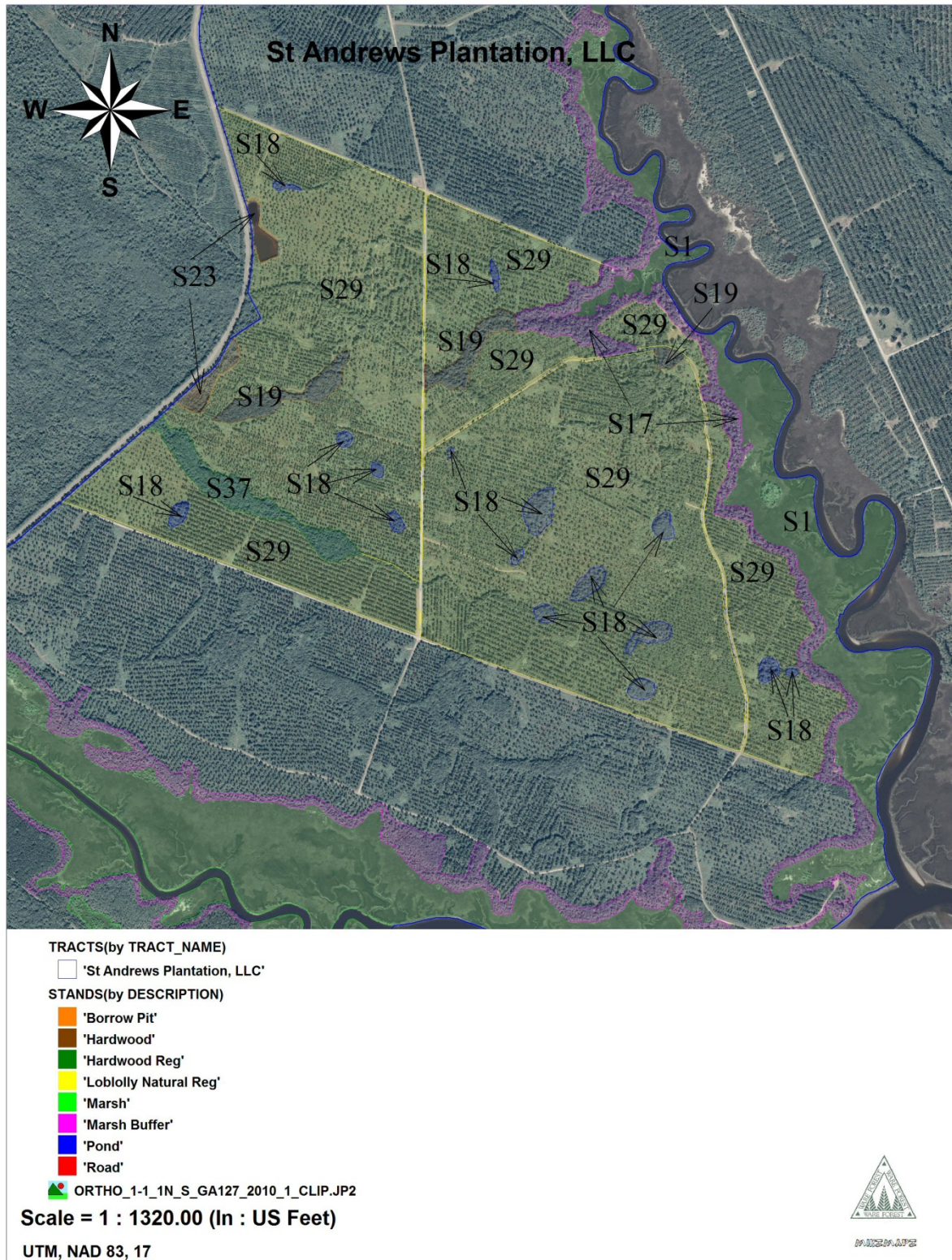
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UTM, NAD 83, 17



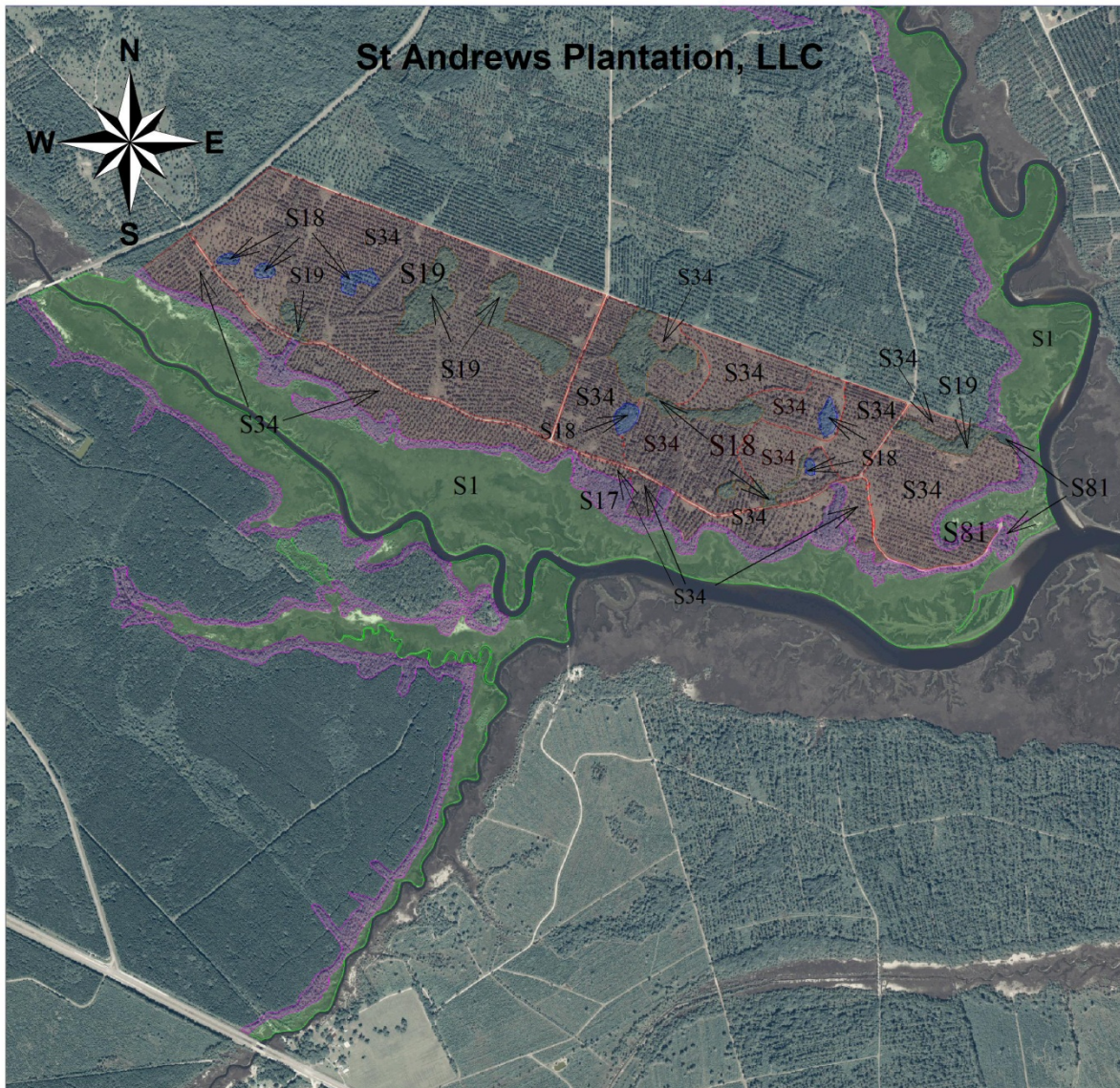


## Compartment 2 Map





## Compartment 3 Map



TRACTS(by TRACT\_NAME)

STANDS(by DESCRIPTION)

- 'Hardwood'
- 'Inoperable'
- 'Loblolly Natural Reg'
- 'Marsh'
- 'Marsh Buffer'
- 'Pond'

ORTHO\_1-1\_1N\_S\_GA127\_2010\_1\_CLIP.JP2

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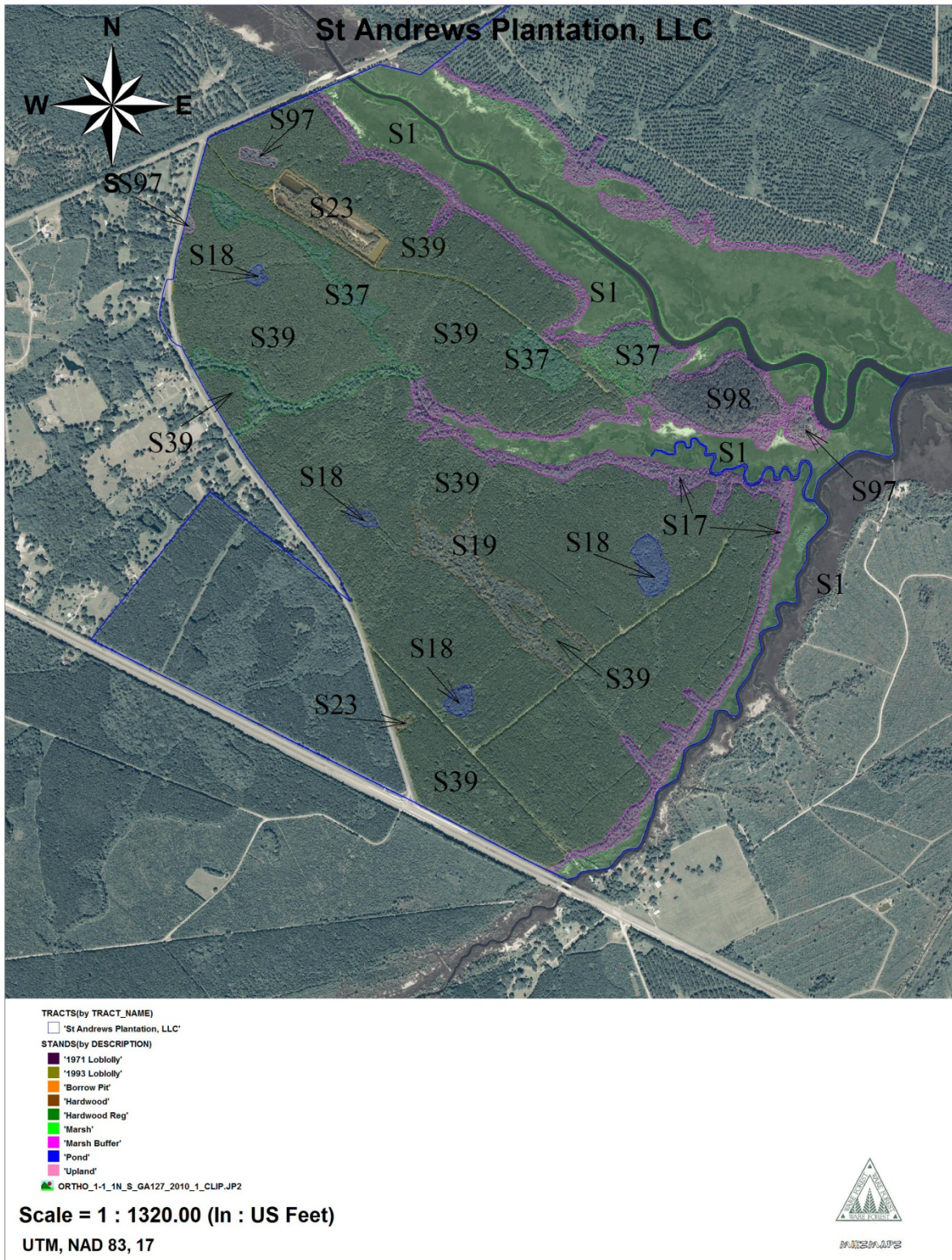
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MADE WITH



## Compartment 4 Map





## Compartment 5 Map



### TRACTS(by TRACT\_NAME)

 'St Andrews Plantation, LLC'

### STANDS(by DESCRIPTION)

 'Clear Cut'  
 'Hardwood'  
 'Hardwood Reg'  
 'Pond'



ORTHO\_1-1\_1N\_S\_GA127\_2010\_1\_CLIP.JP2

Scale = 1 : 990.00 (In : US Feet)

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## STAND DESCRIPTIONS AND RECOMMENDATIONS

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### STAND (#1), 379.24 Acres

#### Description:

Stand (#1) is the marsh areas associated with adjacent tributaries.

#### Recommendations:

- (1) Protect these areas from harvesting activity with a buffer zone.

### STAND (#17), 147.9 Acres

#### Description:

Stand (#17) is the Marsh Buffer. This is a designated “no harvest” area to help protect the water quality of adjacent tributaries.

#### Recommendations:

- (1) Maintain marsh buffer by not allowing intrusion through timber harvesting.

### STAND (#18), 33.06 Acres

#### Description:

Stands (#18) are the scattered ponds of hardwood throughout the tract. These ponds are generally too small to try to manage. The soils under these ponds are generally either Brookman or Bladen. The Brookman soil type is more suited for hardwoods than pine. Bladen having a site index of 94 for Loblolly.

#### Recommendations:

- (1) Use as an area to produce cover and mast for wildlife.

### STAND (#19), 88.4 Acres

#### Description:

Stands (#19) are areas of hardwood that are large enough to manage. The soils under these areas are generally either Brookman or Bladen. The Brookman soil type is more suited for hardwoods than pine. Bladen having a site index of 94 for Loblolly.

#### Recommendations:

- (1) Harvest hardwood when mature.
- (2) Use as an area to produce cover and mast for wildlife.



- (3) Leave undisturbed to maintain water quality.
- (4) Harvest restrictions in Conservation Easement.

## **STAND (#37), 75.16 Acres**

### **Description:**

Stands (#37) are areas hardwood regeneration. The soils under these areas are generally either Brookman or Bladen. The Brookman soil type is more suited for hardwoods than pine. Bladen having a site index of 94 for Loblolly.

### **Recommendations:**

- (1) Harvest hardwood when mature.
- (2) Use as an area to produce cover and mast for wildlife.
- (3) Leave undisturbed to maintain water quality.
- (4) Harvest restrictions in Conservation Easement.

## **Compartment 1**

## **STAND (#24), 297.89 Acres**

### **Description:**

Stand (#24) is where the 140.4 acre Conservation Easement is. No clear cutting is allowed within the Conservation Easement and a 100' riparian buffer must be maintained where the Conservation Easement meets the marsh. For a more complete description of allowed timber management activities in the Conservation Easement refer to the TRCID Deed section of this management plan. The soils in stand (#24) are primarily Megget, Olustee, Rains and Pelham. The site index for Loblolly pine is 100 for Megget soils, 80 for Olustee soils, 94 for Rains soils and 90 for Pelham soils. This stand consists of sapling Loblolly pine natural regeneration.

### **Recommendations:**

- (1) For the foreseeable future, maintain stand in its present condition.
- (2) Re-evaluate in 5 years.

## **Compartment 2**

### **STAND (#29), 602.48 Acres**

#### **Description:**

Stand (#29) is a well-stocked stand of sapling size natural Loblolly regeneration. The soils beneath these stands are primarily Megget, Olustee, Rains, Pelham and Sapelo. The site index for Loblolly pine is 100 for Megget soils, 80 for Olustee soils, 94 for Rains soils, 77 for Sapelo soils and 90 for Pelham soils.

#### **Recommendations:**

- (1) For the foreseeable future, maintain stand in its present condition.
- (2) Re-evaluate in 5 years.

## **Compartment 3**

### **STAND (#34), 365.06 Acres**

#### **Description:**

Stand (#34) is a well-stocked stand of sapling size natural Loblolly regeneration. The soils beneath this stand are primarily Megget, Olustee, Rains, Pelham and Sapelo. The site index for Loblolly pine is 100 for Megget soils, 80 for Olustee soils, 94 for Rains soils, 77 for Sapelo soils and 90 for Pelham soils.

#### **Recommendations:**

- (1) For the foreseeable future, maintain stand in its present condition.
- (2) Re-evaluate in 5 years.

## **Compartment 4**

### **STAND (#39), 555.72 Acres**

#### **Description:**

Stand (#39) is planted Loblolly that has had a seed tree cut performed on it. The soils beneath this stand are primarily Megget, Olustee, Rains, Pelham and Sapelo. The site index for Loblolly pine is 100 for Megget soils, 80 for Olustee soils, 94 for Rains soils, 77 for Sapelo soils and 90 for Pelham soils.

#### **Recommendations:**

- (1) Harvest parent trees when natural regeneration is significant.
- (2) Re-evaluate in 5 years.

## **STAND (#98), 14.97 Acres**

### **Description:**

Stand (#98) is a 42 year old planted Loblolly that has thinned. The soils beneath this stand are primarily Megget. The site index for Loblolly pine is 100 for Megget soils.

### **Recommendations:**

- (1) Harvest trees when natural regeneration is significant.
- (2) Re-evaluate in 5 years.

## **Compartment 5**

## **STAND (#117), 83.54 Acres**

### **Description:**

Stand (#117) has been clear cut and has not been planted back. The soils beneath this stand are primarily Pelham and Sapelo. The site index for Loblolly pine is 77 for Sapelo soils and 90 for Pelham soils.

### **Recommendations:**

- (1) Re-plant





## Timber Stand Summary

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STAND	ACRES	TYPE
1	379.68	Marsh
17	147.9	Marsh Buffer
18	33.06	Ponds
19	88.4	Hardwood
23	17.95	Borrow Pit
24	297.89	Loblolly Regeneration
29	602.48	Loblolly Regeneration
34	365.06	Loblolly Regeneration
37	75.16	Hardwood Regeneration
39	555.72	Loblolly Seed Tree Cut
81	1.02	Inoperable
97	3.15	Upland
98	14.97	1971 Loblolly
117	83.54	Clear Cut
128	39.13	Road

STAND 19	Tons
Hardwood pulpwood	1221

STAND 39	Tons
Pine pulpwood	1146.17
Pine Chip n Saw	6494.98

STAND 98	Tons
Pine pulpwood	92.63
Pine logs	524.89

**\*\*THE ABOVE QUANTITIES ARE A ROUGH ESTIMATE AND SHOULD NOT BE USED FOR SALE OR VALUATION PURPOSES\*\***

## Recommendations by Year

YEAR	STAND	PRACTICE	COST/RETURNS
2013	All	Establish and /or maintain firebreaks 39.57 miles of firebreak or 38.37 acres. 38.37 acres to harrow @\$15.00/acre	-\$575.55
2013	117	Replant 83.54 acres @ \$250.00/acre.	-\$20,885.00
2013	Pond Areas	Install Wood Duck boxes. 30 box @ \$12.00 each, installation @ \$8.00 each.	-\$600.00
2014	All	Establish and /or maintain firebreaks 39.57 miles of firebreak or 38.37 acres. 38.37 acres to harrow @\$15.00/acre	-\$575.55
2014	39	Harvest seed trees 555.72 acres	+\$123,175.34
2014	98	Harvest seed trees 14.97 acres	+\$9,954.42
2015	All	Establish and /or maintain firebreaks 39.57 miles of firebreak or 38.37 acres. 38.37 acres to harrow @\$15.00/acre	-\$575.55
2016	All	Establish and /or maintain firebreaks 39.57 miles of firebreak or 38.37 acres. 38.37 acres to harrow @\$15.00/acre	-\$575.55
2017	All	Establish and /or maintain firebreaks 39.57 miles of firebreak or 38.37 acres. 38.37 acres to harrow @\$15.00/acre	-\$575.55
2018	All	Establish and /or maintain firebreaks 39.57 miles of firebreak or 38.37 acres. 38.37 acres to harrow @\$15.00/acre	-\$575.55

**\*\*THIS PLAN SHOULD BE REVIEWED AND REVISED AT THE END OF FIVE YEARS\*\***

# Timber Guidelines for Wildlife Management

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## Bobwhite Quail

### Seedlings or Open:

This stage in a pine stand's time line can be most productive for quail since regeneration areas are excellent habitat for 1 – 4 years. In open areas, double chop during October – March to lengthen period of site preparation for quail. Plow out or leave one year roughs of one acre in size for nesting. Plant pines at wide spacing (300 – 500 per acre). Protect old home sites, spring heads and branch bottoms. If warranted, plant legumes in long, narrow (about 20 feet wide) food strips through the woods.

### Sapling:

Prescribe burn older sapling pine stands to encourage herbaceous growth. Thin to hasten stand development and open up forest floor. Maintain small openings with disc or fire. Protect old home sites, branch stringers and food patches.

### Pole:

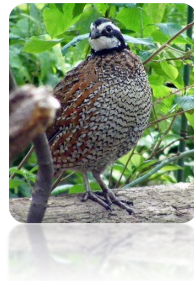
Thin early and heavy in young pine stands. Prescribe burn in 3 year intervals to promote grasses and weed seeds. Exclude fire from the best seed and berry producing understory areas.

### Young Saw Timber:

Develop park like pine saw timber stands by thinning and burning. Exclude fire from edges, plum thickets and fringes of branch bottoms. Prescribe portions of stands on 2 – 3 year rotations. Plow out one year old roughs for nesting and food areas. Use natural openings and fire breaks for supplemental food patches of 1 to 2 acres per 160 acres. Consider planting legumes such as bicolor lespedeza, partridge pea and common lespedeza as a supplemental food source for quail. Strips should be long and narrow and lead away from bays and springs.

### Mature Saw Timber:

Maintain park like stands. Protect seed and fruit bearing trees and shrubs along fringes or edges of stands. Log and do cultural activities in winter or late fall. Under such conditions pine stands can be managed for decades on good sites if trees are given room to grow and if selected insect and disease tree removals are made. Prescribe burn on 2 – 3 year intervals.





## Grey Squirrel

### Seedlings or Open:

Exclude fire and grazing from openings or seedlings. Without desirable hardwood sprout or seedling reproduction, opportunities for habitat improvement are slim. If hardwoods are present, when regenerating, maintain two den trees per 5 acres that have a 25 year life expectancy or more.

### Sapling:

Thin to release a variety of oaks and hickory. Protect grape vines, exclude fire and retain vigorous den trees.

### Pole:

Consider thinning early and heavy to release mast trees and to promote vigorous growth of future saw timber trees and understory fruit bearing shrubs and trees. Retain existing or potential den trees such as maple, beech and black cherry. Promote vigorous growth of future saw timber and fruiting of understory shrubs and trees. Oak, beech and hickory should comprise about ½ of this stand.

### Young Saw Timber:

Cut to favor a good mixture of large mast producers and den trees. Retain existing den trees and thin. Protect grape vines. Consider thinning stands that have heavily dense mid-stories.

### Mature Saw Timber:

Make salvage and sanitation cuts and retain a variety of healthy mast producing and den trees. Prior to regeneration, make heavy cuts to encourage oak reproduction. Regenerate hardwoods with clear-cuts or large group selection to get rapid early growth. Inventory to assure that oak reproduction is present prior to regeneration harvest cutting.



## Wild Turkey

### Seedlings or Open:

This stage provides nesting and brood range. Plant pines at 10' X 10' or 10' X 12' spacing to aid rapid stand development and lengthen the grass and forbs production period. Avoid site disturbances March through June to protect nesting and brood areas. Manage for saw timber rotation in both pine and hardwood stands. If possible, 25% of each square mile of land should be managed to produce mast bearing species.

### Sapling:

If the stand is hardwood thin to favor oaks, beech and other turkey mast. In older saplings, control burn December – February to encourage grass and forbs production. Turkeys seldom use stands when they are in this stage.

### Pole:

Thin to release mast producers in hardwood and pine/hardwood stands. Retain 20% to 50% of the stand in oak and beech. In pine prescribe burn portions of the stand at 3 to 5 year intervals in December through February. Protect shrubs bearing fruits and soft mast in selected areas, especially in transition zones between pine hills and bottoms when burning.

### Young Saw Timber:

Cut to improve and maintain a variety of mast bearing trees and fruit bearing shrubs. Break up large areas of dense understory. Use fire or logging to keep pine stands open. Confine harvesting season to July – February and remove all products in same operation to reduce disturbance.

### Mature Saw Timber:

Apply 80 to 100 year rotation. Maintain pine in medium to fully stocked stands to prevent a heavy mid-story. Burn pine stands in December – February on a 3 to 5 year cycle. Consider adjacent stands in cutting cycle and maintain diversity. When harvesting, plan to remove all commercial and non-commercial stems to assure the development of intolerant mast bearing seedlings and sprouts. Harvest in July – February in one operation in stand sizes up to 100 acres in size. Distribute cuts to minimize disturbance and retain saw timber stands as needed for turkey habitat.





## White Tail Deer

### Seedlings or Open:

Consider planting pine seedlings at 10' X 10' or greater spacing. Prepare sites in early spring. Favor burning over mechanical means to retain crowns of browse plants. Protect hardwood regeneration from grazing. Avoid long windrows that deter deer movement. Retain old house sites, water areas, thickets and winter cover areas.

### Sapling:

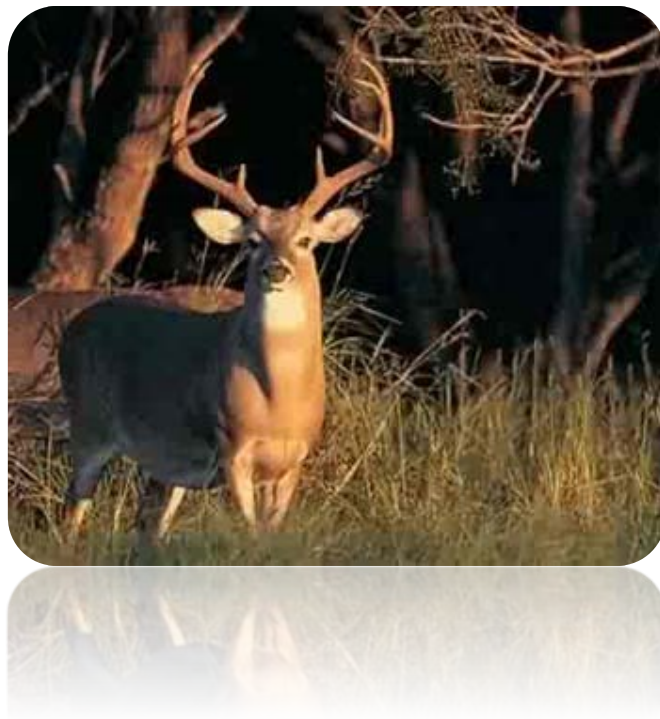
In older sapling stands, prescribe burn to produce forbs and browse. Thin hardwood stands to favor oaks and other fruit bearers. Favor a variety of high and consistent fruit and nut yielders. Exclude fire and grazing from hardwood stands.

### Young Saw Timber:

Selectively cut hardwood stands to maintain a variety of mast trees. Protect winter cover and browse such as honeysuckle, gallberry, etc. Prescribe burn pine stands every 3 – 5 years. Maintain openings by burning or mowing.

### Mature Saw Timber:

Maintain hardwood stands at full or near full stocking until regeneration; then cut stand heavily enough to encourage oak regeneration. Protect evergreen browse, cover and water areas in harvest cuts. Defer regeneration of mature hardwood mast stands where scarce. Cut pine stands frequently to maintain understory browse and break up dense mid-stories. When regenerating, select and retain key areas such as hardwood component stringers, evergreen browse patches, water holes and old orchards.



# Guides for Wildlife Habitat Management

## Bobwhite Quail

Interspersed open forests, brush, grass and cultivated fields are the best habitat for quail, but they survive in many forest types. Choice nesting cover is one-year old grass. They also nest at the edges of forest clearings. Each nesting pair should have access to clearings 1/5 acre or larger. Eighty-five per cent of the quail diet consists of seeds. Legume, grass and weed seeds are their most important foods respectively. Normal range is 40 acres. Quail nest from April – September.

Important food species common to this area, together with plant part consumed are:

HERBACEOUS PLANTS		TREES, SHRUBS & VINES	
Ragweed	Seed	Maple	Seed
Beggar ticks	Seed	Hackberry	Seed
Partridge Pea	Seed	Flowering Dogwood	Seed
Goat weed	Seed	Persimmon	Seed
Chufa, Nut Grass	Tubers	Bayberry	Seed
Beggar weed	Seed	Pines	Seed
Wild Millet	Seed	Blackgum	Seed
Lespedeza	Seed	Cherry	Seed
Grasses	Seed	Oaks	Seed
Pokeweed	Berry	Sumacs	Seed
Smartweed	Seed	Blackberry	Berry
Vetch	Seed	Grapes	Berry
Panicum	Seed	Bay Magnolia	Seed
Milk Peas	Seed	Sweetgum	Seed
Butterfly Peas	Seed		



## Grey Squirrel

Hardwoods are a must for grey squirrels. They require partial hardwood stands of trees old enough (25 years) to produce mast and provide dens (40 years). The grey squirrel's home range is 2 – 8 acres.

Reproduction is 2 ½ times more successful in tree cavities than in nests. Den entrance holes are usually 2 ½ to 3 inches in diameter and den cavities are 14 inches in depth. They should be waterproof and 15 feet or more from ground level. A squirrel needs about 1 ½ pound of mast per week from September to March. Preferred foods are hickory nuts, beechnuts, white oak group and black or red oak group acorns respectively. Supportive foods are berries, soft mast, buds, seeds and fungi. Red maple is particularly important in early spring and mulberry in May – June.

Typical foods for grey squirrels are:

Hickory nuts

Pecans

Acorns

Sugar maple seeds

Pine seeds

Fungi

Dogwood seeds

Hawthorn seeds

Chinquapin seeds

Yellow poplar seeds

Magnolia seeds

Various berries, buds and flowers





## Wild Turkey

Good turkey habitat contains mature stands of mixed hardwoods, groups of conifers, a relatively open understory, scattered clearings, well distributed water and reasonable freedom from disturbance. Home range is about one square mile. A turkey's diet consisting primarily of grass and weed seeds in the fall, mast and forage in the winter and spring and forage and insects in the summer. Acorns, dogwood berries, clover and pine seed are the foremost foods. Soybeans, corn chufas and pasture are agricultural crops most frequently used. Openings are essential for brood range.

Grass & Weed Seeds	Hard Mast	Forage	Soft Mast	Other Tree Seeds	Insects & Snails	Berries	Grain
Paspalum	Acorns	Clovers	Dogwood	Sweetgum	Grasshoppers	Blackberries	Oats
Panicum	Beechnuts	Grasses	Grapes	Pine	Millipedes	Strawberries	Corn
Native Legumes	Pecans	Sedges	Cherries		Insect Larvae		



## White Tail Deer

Deer survive in most forest and non-forest conditions and types. The early stages of timber rotation and intermediate cuts produce abundant deer browse and fruits. During the fall and winter deer prefer hard mast (acorns, pecans & beechnuts) and evergreen forage. Rapid growing green browse and herbage are principal spring and summer foods. Deer require six to eight pounds of green weight food daily for each one hundred pounds of weight. Their home range seldom exceeds 300 acres where food, cover, water are interspersed. Prescribed burning and fertilization attract deer because of improved nutrition and palatability of food plants.

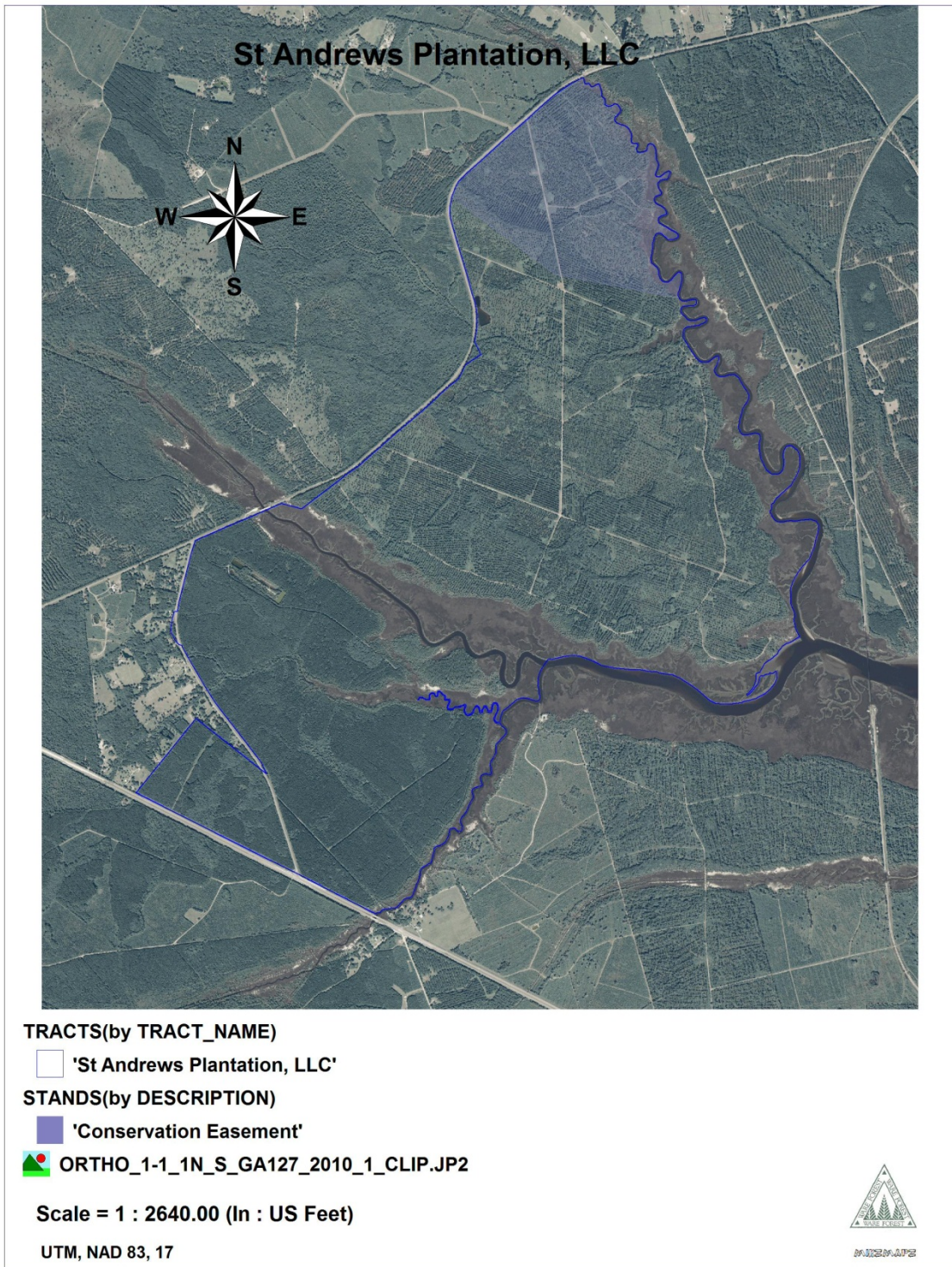
Important deer browse species common to this area are:

- Gallberry
- Green briar
- Honeysuckle
- Blackberry
- Yellow Jessamine
- Myrtle Holly
- Wild Rose
- Deer's Tongue
- Mushrooms
- Sumac
- Prickly Pear
- Yaupon
- Sassafras
- Viburnum
- Strawberry Bush

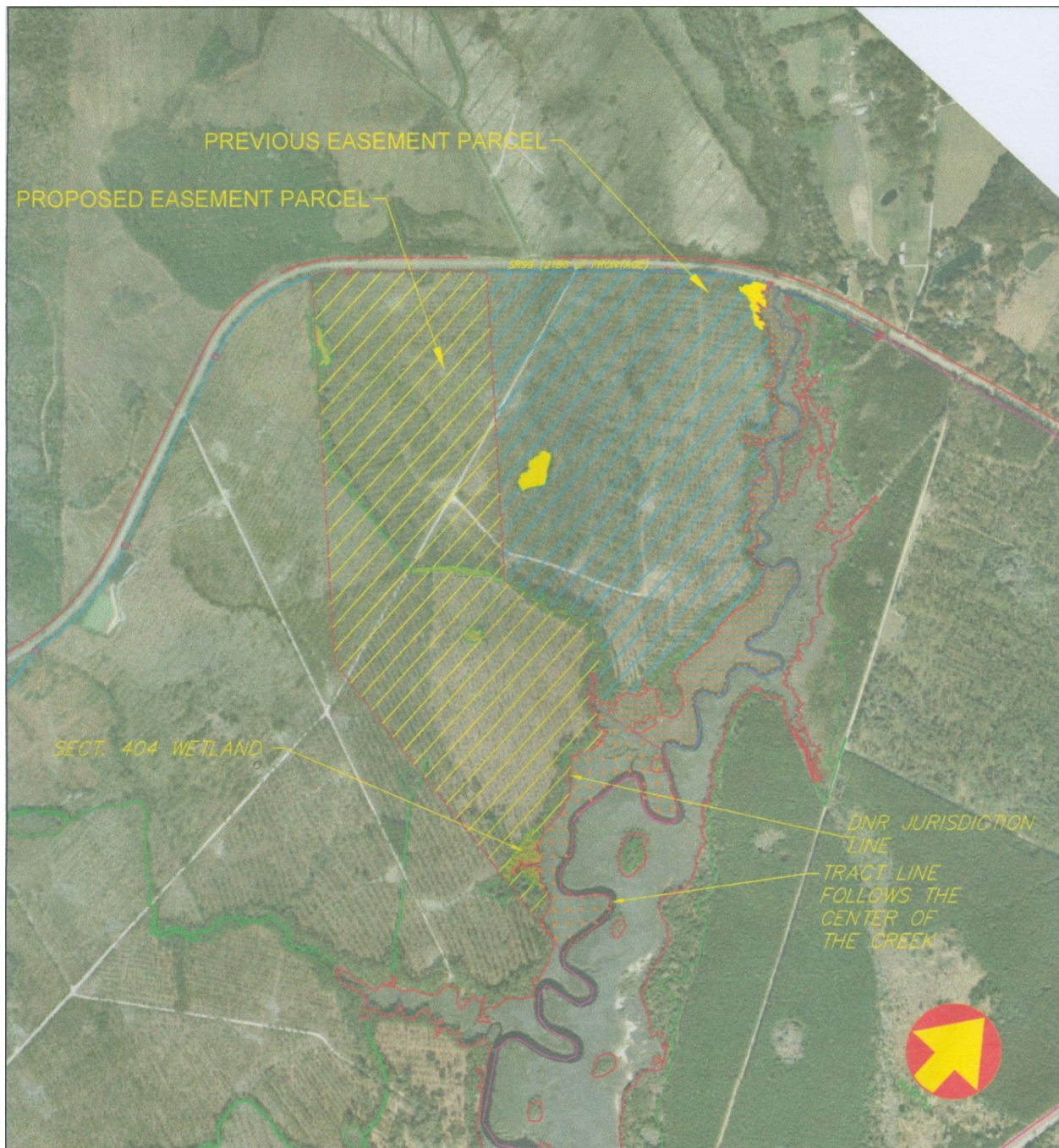




# TRIC Deed







AREA TABULATION

TOTAL AREA = 148.31 ACRES  
 UPLAND AREA = 131.32 ACRES  
 404 WETLAND = 3.01 ACRES  
 MARSH = 13.98 ACRES

**CSEC**  
**INC**

Civil & Structural  
 Engineering Consultants

29 CORAL PARK WAY  
 BRUNSWICK, GEORGIA 31520  
 PH 912.265.3851  
 FAX 912.264.7273

**Turtle River CID**

Conservation Easement

DATE: 7/10/12

SCALE: 1"=1000'

DRAWN BY: ACA

FIGURE: 1 of 1

**CROSS REFERENCE TO:**

Deed Book 1594, Page 241,  
Deed Book 2944, Page 14,  
Glynn County, Georgia Records.

**AFTER RECORDING, RETURN TO:**

Leslie Horne  
Georgia Land Trust, Inc.  
226 Old Ladiga Road  
Piedmont, AL 36272

STATE OF GEORGIA  
COUNTY OF GLYNN

**DEED OF CONSERVATION EASEMENT**

THIS DEED OF CONSERVATION EASEMENT (herein referred to as this "Conservation Easement") is made this 21<sup>st</sup> day of December, 2011, by and between ST. ANDREWS PLANTATION, LLC, its successors and assigns, a Georgia limited liability company, having an address at 907 Beachview Drive, St. Simons Island, Georgia 31522 ("Grantor"), in favor of GEORGIA LAND TRUST, INC., its successors and assigns, a Georgia non-profit corporation, having an address at 428 Bull Street, Suite 201, Savannah, Georgia 31401 ("Grantee").

**WITNESSETH:**

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Glynn County, Georgia more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference, 140.4 acres more or less (the "Property"); and

WHEREAS, the Property in its present state has not been developed and possesses significant natural, aesthetic, watershed, wildlife, forest, open space, and plant habitat features (collectively the "Conservation Values"). In particular, said Conservation Values include:

1. The preservation of certain open space (including farmland and forest land) and significant, relatively-natural habitat within the meaning of §§ 170(h)(4)(A)(iii)(II) and 170(h)(4)(A)(ii) of the Internal Revenue Code of 1986, *as amended* ("the Code").
  - a. The Georgia Comprehensive Wildlife Conservation Strategy ("GCWCS"). A COMPREHENSIVE WILDLIFE CONSERVATION STRATEGY FOR GEORGIA (Aug.

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2005). The Property contains numerous "high priority" habitats under the State Wildlife Action Plan, including tidal marshes and creeks, and coastal scrub-shrub wetland. GCWCS at 148-150. Grantor's donation of this Conservation Easement will help protect these ecosystems of statewide concern.

- i. This Conservation Easement will protect these sensitive habitats from the rapid commercial and residential development that is threatening much of coastal Georgia. The pace of development is increasing, especially near cities along the coast. The Property is very close in proximity to Brunswick, Georgia and is subject to development pressure as that metropolitan area expands. GCWCS at 151.
  - ii. Protecting this Property from development will also protect water quality, as runoff from upland development is one of the main threats to water quality in the coastal counties of Georgia. The Conservation Easement requires a 100 foot Riparian Buffer along the tributaries/drains running through the Property, and a 100 foot buffer along the marsh and Green Creek. Green Creek runs into the Turtle River, a high priority species stream, less than two miles south of the Property. The tidal marsh itself will also be protected as a Special Natural Area.
  - iii. The preservation of these habitats, pursuant to the GCWCS also achieves the protection of a significant, relatively-natural habitat of fish, wildlife, or plants, or similar ecosystem, (including but not limited to, habitat for rare, threatened, and/or endangered species) within the meaning of § 170(h)(4)(A)(ii) of the Code. Tidal marshes and tidal creeks provide important nursery areas for fish, crabs, shrimp, and other marine and estuarine organisms. The Property also provides habitat for a variety of shorebirds.
- b. The Georgia Conservation Tax Assessment, O.C.G.A. § 48-5-7.4. The state of Georgia has recognized the importance of conserving agriculturally and environmentally significant lands, and in doing so has provided favorable tax treatment to landowners that agree to conserve those values on their property. The forested uplands on the majority of the Property will be maintained for selective harvesting of timber, as well as for preservation of natural wildlife habitat, satisfying the policy goals of the Conservation Tax Assessment.
- c. Georgia Forest Legacy Program (by contract with U.S. Forest Legacy 16 U.S.C. § 2103(c))("FLP"). The goals of the Georgia FLP include preservation of forestland for current and future timber production, as well as protecting environmentally important forests, such as those containing riparian areas and high priority wildlife habitats. FOREST LEGACY PROGRAM ASSESSMENT OF NEEDS FOR THE STATE OF GEORGIA at 10. The Property is in the Savannah-Ogeechee-Altamaha Rivers (SOAR) Forest Legacy Area, a region where fragmentation of forests and threats to water quality are major concerns. ASSESSMENT OF NEEDS at 75-76. The growth around Brunswick, to which the Property is very close in proximity, is of specific concern. Protection of this Property will keep the forest resources on the Property intact, as only selective cuts will be permitted to promote wildlife habitat and forest health. Further, a Riparian Buffer is required under this Conservation Easement, so that the water quality of Green Creek and

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its tributaries within the Property will be protected. The tidal marsh on the Property, a high priority habitat, will also be protected. Thus protection of this Property satisfies several goals of the FLP.

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 Glynn County, the people of the State of Georgia, and the public in general, and are worthy of preservation; and

WHEREAS, protection of the Property by conservation easement is legally enabled by the Georgia Uniform Conservation Easement Act, O.C.G.A. §§ 44-10-1, et seq.; and

WHEREAS, the protection of the Property in substantially its present state will clearly enhance and preserve the Conservation Values and yield a substantial public benefit; 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 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 Georgia Secretary of State. Grantee is authorized by the laws of

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the State of Georgia 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 2004. 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 O.C.G.A. § 44-10-2(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 Georgia Uniform Conservation Easement Act, O.C.G.A. §§ 44-10-1 *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 O.C.G.A. § 44-10-3(b). Upon the recordation hereof, Grantee shall be entitled to enforce the Conservation Easement pursuant to O.C.G.A. § 44-10-4.

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 relatively-natural, forested, aesthetic, and relatively-undeveloped condition, and with its Conservation Values intact, and to prevent any use of the Property that will significantly impair or interfere with 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 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.

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

3. Use Limitations. Any activity on, or use of, the Property which is inconsistent with the Purpose of this Conservation Easement is prohibited. The Property shall be restricted from any development or any use other than those defined in Paragraph 4 below and those improvements existing as of the date hereof as documented by the Baseline Documentation Report. Grantor hereby acknowledges that, pursuant to O.C.G.A. § 44-10-4(b), 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. It is mutually agreed and understood, however, that this Conservation Easement permits Grantor and its successors-in-interest to use the Property for all purposes, present and future, not inconsistent with the Purpose of this Conservation Easement. 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 relatively-natural, open space, or aesthetic features of the Property is prohibited, except as expressly provided herein.

(b) Residential, Commercial, or Industrial Uses. Any residential, commercial, or industrial uses of, or activity on, the Property are prohibited, except as follows: (i) Forestry as defined herein, (ii) the leasing of rights retained by Grantor in Paragraph 4 below, and (iii) recreational access to and uses of the Property as described herein.

(c) Subdivision. There shall be no legal or de facto division, subdivision or partitioning of the Property, and any prior recorded or unrecorded division of the Property into individually described parcels or tracts shall not be construed as a reservation by Grantor of any right to convey such areas separate from the entire Property. Therefore, the Property shall be held as a single and undivided property. However, neither Grantor nor Grantee intend to restrict the conveyance of parcels smaller than the whole for purposes that do not negatively affect the Conservation Values, such as the adjustment of boundaries or consolidation of parcels, so long as such conveyances (i) are accomplished via deed and recorded pursuant to state conveyancing regulations; (ii) are agreed to in writing by Grantee; and (iii) are subject to the terms and conditions of the Conservation Easement and specifically thereby restricted from any development other than as stated in Paragraph 4 of the Conservation Easement.

(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.

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(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 significant water pollution, including without limitation, excavation, land filling, dredging, and mining, is prohibited, except as described in Paragraph 4 and as otherwise expressly permitted herein.

(h) Signs. Display of billboards, signs, or advertisements is prohibited on or over the Property, except for the posting of no trespassing signs, signs identifying the Conservation Values of the Property and/or identifying the Grantor as owner of the Property, directional signs, informational signs advertising on-site permitted activities, or signs advertising the Property for sale or rent—provided that these signs are no larger than 25 square feet.

(i) Utilities. The construction or extension of utility systems is prohibited.

(j) Roads. Any construction of permanent 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 the repair and maintenance of the now existing road and trails, or construction of woods roads and firebreaks for Agriculture allowed herein.

(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 significantly interfere with the Conservation Values stated herein.

(l) Prohibited Agriculture and Forestry. Activities prohibited include, but are not limited to, sod farming, slaughtering house, game fencing, game farming, or zoos. Nurseries or orchards of non-native, exotic, invasive species are prohibited. The production of domestic farm animals shall be conducted on a traditional scale such as characterized uses of farms of this size in Georgia in the past and shall not be conducted 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. "Animal Feeding Operations" (AFOs) as that term is used by the U.S. Environmental Protection Agency are expressly prohibited, including "Concentrated Animal Feeding Operation" of any size. For reference, see 40 C.F.R. § 122.23 (2003). Clearcutting of the Property is prohibited, with the exception of limited clearing for wildlife food plots as described in Paragraph 4(c).

(m) Riparian Buffers. The Property contains tidal marsh, and has frontage along Green Creek and contains one of its tributaries, depicted on the Ecological Features Map of the Baseline Documentation Report. No timber harvesting or maintenance of wildlife foodplots will be allowed within 100 feet of the tributary and within 100 feet of the marsh adjacent to Green Creek, or in accordance with the then-suggested Best Management Practices of Georgia whichever is greater (herein, the "Riparian Buffers"). Said Riparian Buffers are

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depicted on the Ecological Features Map of the Baseline Documentation Report. The goal here is to maintain a permanent, forested buffer along said tidal marsh and Green Creek and its tributaries.

(n) Special Natural Area (SNA). There are tidal marshes on the Property, depicted as the "Special Natural Area" on the Ecological Features Map of the Baseline Documentation Report. These areas are afforded special protection because they are examples of (i) high-quality terrestrial and aquatic natural communities; and (ii) habitat for rare species of plants and animals. There shall be no timber harvesting, maintenance of wildlife foodplots, or construction of improvements in the SNAs. However, Grantor reserves the right to maintain the health of the SNA(s) in accordance with Paragraph 4(b)(iv)(B) below. The goal of the SNAs is to maintain the health of the tidal marsh.

4. Reserved Rights. Grantor reserves to itself, and to its successors and assigns, all rights accruing from 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 expressly prohibited herein and are not inconsistent with the Purpose of this Conservation Easement. 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. Grantor reserves the following rights to use the Property for "Forestry" as more-particularly described and defined in this subsection:

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

(ii) Land Management Plan. Forestry 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 below and takes into consideration the topography and soils of the Property. The Plan shall be prepared by a registered forester, wildlife biologist, or a similar natural resource professional within 2 years of execution of this Conservation Easement. The Land Management Plan shall be updated by a natural resource professional every 15 years. The Plan and all updates will be provided to Grantee and attached to the Baseline Documentation Report as an Addendum.

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(iii) Goals. Forestry shall be performed in a manner that will not significantly impair or interfere with the Conservation Values of the Property, as hereinafter specified, and in accordance with the following goals: sustainability of soil, air and water quality; maintenance of soil productivity; protection of Riparian Buffers; sustainability and improvement of forest health; and conservation of native plant and animal species.

(iv) Permitted Forestry. Except as restricted or prohibited herein, Grantor reserves the right to use areas outside of the Riparian Buffers and within the "Forestry Envelopes," as depicted on the Forestry Envelopes Map of the Baseline Documentation Report, for Forestry. "Forestry," as that term used herein, includes the following: the 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.

(A) Prohibited Forestry. Clear-cutting of the Property is expressly prohibited, with the exception of clearing for wildlife food plots as described in Paragraph 4(c). Selective cutting within the "Forestry Envelopes" is permitted in order to allow long-term management of the forest resources that will improve the forest health and accomplish wildlife management objectives. Forestry activities shall be in accordance with a Land Management Plan approved by Grantee.

(B) Riparian Buffers and SNA. The Property contains Riparian Buffers and an SNA as depicted on the Ecological Features Map of the Baseline Documentation Report. Forestry is prohibited in these areas. However, for the maintenance and improvement of the health of the Riparian Buffers, Grantor reserves the right to cut, burn, or remove from the Riparian Buffers only (i) nuisance exotic 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.

(c) Wildlife Food Plots. The Agriculture rights reserved by Grantor include the right—outside of the Riparian Buffers—to maintain, expand, reconfigure, and cultivate wildlife food plots that exist on the Property at the time of the execution of this Conservation Easement, as depicted on the Man-Made Features Map in the Baseline Documentation Report. Furthermore, Grantor reserves the right to conduct such additional cultivation and clearing of property for wildlife food plots as Grantor reasonably deems necessary to enhance and/or protect

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wildlife habitat on the Property in accordance with the Purpose of this Conservation Easement. Wildlife food plots shall not exceed ten percent (10%) of the Forestry Envelopes as depicted on the Forestry Envelopes Map of the Baseline Documentation Report.

(c) Recreational Activities. Grantor reserves the right of its shareholders, guests, and invitees to engage in outdoor recreational activities, including hunting, fishing, camping, trapping, hiking, and horse-back riding. The Property will not be used as a commercial all terrain vehicle (ATV) facility. ATVs will be permitted provided that they are not operated in a manner so as to cause significant erosion, soil loss, or compromise the ecological integrity of the Riparian Buffers or SNA.

(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) Roads and Trails. Grantor reserves the right to maintain, without widening, using primarily-permeable materials, the permeable-surfaced roads and trails now existing on the Property. Existing roads and trails are depicted on the Man-Made Features Map of the Baseline Documentation Report. Grantor reserves the right to use roads and trails for all activities permitted under this Conservation Easement. Grantor reserves the right, outside of the Riparian Buffers, to construct and maintain firebreaks, woods roads, and footpaths for walking on the Property, provided that such firebreaks, woods roads, and paths are not in locations or in sufficient number to adversely impact or impair the Conservation Values of the Property. 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.

(f) Leases. Grantor reserves the right to lease the Property for any use permitted to Grantor under this Conservation Easement, provided that such lease is consistent with and subject to the terms of this Conservation Easement.

(g) Participation in Ecological Programs. Grantor reserves the right to participate in, and retain revenue from, future conservation, preservation, or mitigation programs involving ecological assets, including but not limited to, carbon sequestration credits, 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.

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

(i) Grantor's Fee Ownership Rights. Except as limited in this Conservation Easement, 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.

Grantor Jhd Date 12-29-11

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Grantee LH Date 12/29/11

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 exercises any of the following reserved rights set forth in Paragraph 4—harvesting of timber, stewardship activities within the Riparian Buffers or SNA as described in Paragraph 4(b)(iv)(B), entering into leases, or participation in ecological programs;
- (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
- (v) Prior to any sale or other transfer of the Property.

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 within thirty (30) days of receipt of Grantor's written request. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the Purpose of this Conservation Easement.

7. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purpose of this Conservation Easement, to restore the portion of the Property so injured to its condition at the time Grantor conveyed this Conservation Easement to Grantee. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, then Grantee may pursue its remedies under this section after its good faith efforts to provide emergency notice to Grantor and without waiting for the period provided for cure to expire. Grantee may seek to enjoin the violation by temporary or permanent injunction and to recover any damages to which it may be entitled upon violation of the terms of this Conservation Easement or injury to any Conservation Values herein protected, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the

Grantor



Date 12-29-11

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Grantee



Date 12/29/11

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.

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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. However, to the extent that the granting of this Conservation Easement shall entitle Grantor to a revaluation or other tax relief, Grantee agrees to cooperate with Grantor in securing the benefits of same, provided that such cooperation shall be consistent with Georgia Land Trust Policy Letter #14 or successor policy. 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

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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 Georgia 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: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence or willful misconduct of any of the Indemnified Parties; and (2) 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 O.C.G.A. § 44-10-4(c). 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. 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 (minus any increase in value after the date of this Conservation Easement attributable to improvements) 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

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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. 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, this Conservation Easement may be assigned in accordance with this Paragraph. Grantor shall have reasonable approval authority over said 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 and Transfer Fee. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, 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. There shall be assessed by the Grantee, and collected from all purchasers of the Property at the time of the transfer, a transfer fee equal to one percent (1%) of the sales price or other consideration paid in connection with the transfer of any interest in such Property. This sum shall be used to finance Grantee's efforts to uphold its duties and responsibilities under this Conservation Easement on this Property as well as on Grantee's other protected properties, and in the administrative and general operations costs associated with land protection. In the event of non-payment of such transfer fee, Grantee shall have the right to file a lien for such unpaid transfer fees which shall be a lien on the Property but such lien shall be subordinate to this Conservation Easement and to the lien of any first mortgage on the Property. Any such lien may be enforced and/or foreclosed in accordance with the laws of the State of Georgia. Grantee may require the Grantor and/or any subsequent purchaser to provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, copies of deeds, or other such evidence. Subsequent to the conveyance of this Conservation Easement, any transfer without consideration shall be exempt from the assessment of such transfer fee. An exchange of properties pursuant to § 1031 of the Code, or similar statute, shall be deemed to be for consideration based on the market value of the Property received at the time of such transfer. Market value shall be determined by agreement of the

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Grantor and the Grantee, or in the absence of such agreement, by an MAI appraiser selected by the Grantee, whose appraisal fee shall be paid by the Grantee. Any transfer to Grantee shall be exempt from the assessment of such transfer fee.

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: St. Andrews Plantation, LLC  
Attn: Joe McDonough  
907 Beachview Drive  
St. Simons Island, Georgia 31522

To Grantee: Georgia Land Trust, Inc.  
Attn: Executive Director  
428 Bull Street, Suite 201  
Savannah, Georgia 31401

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 Glynn County, Georgia. 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. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Grantee are free to jointly amend this Conservation Easement, provided that 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

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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 O.C.G.A. §§ 44-10-1, et seq.; or (vi) affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws, including but not limited to, O.C.G.A. §§ 44-10-1, et seq., or § 170(h) of the Code. Any amendment shall be consistent with the Purpose of this Conservation Easement, shall not affect its perpetual duration, and shall provide protection equal to or greater than this Conservation Easement. Any such amendment shall be recorded and cross referenced to this Conservation Easement in the official records of Glynn County, Georgia.

25(a). Special Amendment Notice Provision regarding acceptance under the Georgia Conservation Easement Tax Credit Program. In the event that this Conservation Easement is accepted under the Georgia Conservation Tax Credit Program and Grantor receives tax credits associated with said acceptance, then Grantor shall notify the Department of Natural Resources ninety (90) days in advance of any potential amendment. According to the Georgia Department of Natural Resources policies in effect at the time of this Conservation Easement, the Department has ninety (90) days to comment on any requested amendment and has approval authority over said amendment. If Grantor does not participate in the Georgia Conservation Tax Credit Program, then this Notice Provision related to the Department of Natural Resources is not applicable or required.

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 Glynn County, Georgia.

27. Development Rights. Grantor and Grantee agree that all development rights, except those associated with the permitted residences and their legally permitted appurtenant 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 Georgia.

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(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 O.C.G.A. §§ 44-10-1, 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.

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(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 the following: that it is seized of the Property in fee simple and has the right to grant and convey this Conservation Easement; that the Property is free and clear of any and all encumbrances except for those permitted exceptions listed in the title investigation report on file at the office of the Grantee; and that Grantee and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement.

(l) 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.

(m) The individual signing below, signing on behalf of Grantor, St. Andrews Plantation, LLC, represents and warrants that he has the requisite authority to bind the entity on whose behalf he is signing pursuant to that certain Action of the Managers and the Members of St. Andrews Plantation, LLC Taken by Written Consent in Lieu of a Meeting dated December 29, 2011.

(n) 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 prepared or caused to be prepared the Baseline Documentation Report dated December 18-27, 2011. Grantee acknowledges, by its acceptance of this Conservation Easement, that Grantor's historical and current uses of the Property as documented in the Baseline Documentation Report are compatible with the Purpose of this Conservation Easement and that the condition of the Property as of the date of this Conservation Easement is accurately depicted therein. 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.

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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.

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

Grantor  Date 12-29-11

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Grantee TOL Date 12/21/11

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 personal representatives, heirs, executors, administrators, successors, and assigns, and shall continue as an easement and servitude running in perpetuity with the Property.

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

Entered into this 29<sup>th</sup> day of December, 2011

**GRANTOR:**

**ST. ANDREWS PLANTATION, LLC**  
A Georgia limited liability company

By: Joe McDonough  
Joe McDonough  
His: Manager Member

Date: 12-29-11

Signed, sealed, and delivered in the presence of:

Nicholas P.A. Meyer  
Unofficial Witness NICHOLAS P.A. MEYER

Date: 12-29-11

Samantha Leigh Nixon  
Notary Public

Date: 12-29-11

STATE OF Georgia  
COUNTY OF Griffin

My Commission Expires: 6-8-12

(Notary Seal)

Grantor JMD Date 12-29-11

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Grantee ASH Date 12/29/11



**GRANTEE:**

**GEORGIA LAND TRUST, INC.**  
A Georgia non-profit corporation

By: *Stephen A. Stutts* Date: 12/28/11

Name: Stephen A. Stutts  
Board President

Attest: *Katherine Eddins* Date: 12/28/11

Name: Katherine Eddins  
Board Secretary

Signed, sealed and delivered in the presence of:

*Christy Dale* Date: 12/28/11  
Unofficial Witness

*Janice M. Williamson* Date: 12/28/11  
Notary Public *Janice M. Williamson*

STATE OF Alabama  
COUNTY OF At Large

My Commission Expires:

MY COMMISSION EXPIRES JUNE 29, 2014

(Notary Seal)



Grantor *JML* Date 12-29-11

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Grantee *ZOH* Date 12/29/11

**SCHEDULE OF EXHIBITS**

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

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Grantee ABH Date 12/29/11

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF TRACT 2, CABBAGE BLUFF AND DOVER HALL, GLYNN COUNTY, GEORGIA, (TRACT 2 IS ACCORDING TO DEED RECORDED IN D.B. 1694, PG. 241 OF THE PUBLIC RECORDS OF SAID COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE POINT WHERE THE MITERED EASTERLY RIGHT-OF-WAY LINE OF GEORGETOWN ROAD (AN 80-FOOT RIGHT-OF-WAY ACCORDING TO PLAT RECORDED IN P.C. 2, MAP 56 OF THE PUBLIC RECORDS) INTERSECTS THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF GEORGIA STATE HIGHWAY NO. 99 (A 100-FOOT RIGHT-OF-WAY ACCORDING TO GEORGIA DEPT. OF TRANSPORTATION RIGHT-OF-WAY MAPS FOR PROJ. NO. S1256(1)) AND FROM SAID RUN NORTH 65°-48'-03" EAST ALONG LAST MENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 3080.03 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE NORTHWEST WITH A RADIUS OF 2914.79 FEET, A CHORD DISTANCE OF 904.41 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 56°-52'-33" EAST; RUN THENCE NORTH 47°-57'-03" EAST IN LAST MENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2308.73 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE IN THE EASTERLY RIGHT-OF-WAY LINE OF SAID GEORGIA STATE HIGHWAY NO. 99, SAID CURVE BEING CONCAVE TO THE WEST WITH A RADIUS OF 1963.47 FEET, A CHORD DISTANCE OF 2103.25 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 15°-33'-59" EAST; RUN THENCE NORTH 16°-49'-05" WEST ALONG LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1541.15 FEET TO A POINT OF TANGENCY; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE EAST WITH A RADIUS OF 1099.23 FEET, A CHORD DISTANCE OF 1169.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 15°-18'-56" EAST, (SAID POINT OF TANGENCY BEING A ½" PIPE FOUND AT STATION 166+77.06 ACCORDING TO THE AFOREMENTIONED GEORGIA DEPT. OF TRANSPORTATION RIGHT-OF-WAY MAPS); RUN THENCE NORTH 47°-28'-57" EAST ALONG THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID GEORGIA STATE HIGHWAY NO. 99, A DISTANCE OF 1023.45 FEET TO A ½" PIPE SET AT THE POINT OF BEGINNING, SAID POINT OF BEGINNING LOCATED AT GEORGIA EAST ZONE COORDINATE: NORTH 450485.25, EAST 816864.86.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE NORTH 47°-28'-57" EAST ALONG LAST MENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1161.04 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 3530.99 FEET, A CHORD DISTANCE OF 942.25 FEET, TO A POINT, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 55°-07'-01" EAST; RUN THENCE SOUTH 27°-12'-56" EAST ALONG A JOG IN LAST MENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET TO A POINT ON A CURVE WHERE THE AFOREMENTIONED RIGHT-OF-WAY OF GEORGIA STATE HIGHWAY NO. 99 BECOMES A 115-FOOT WIDE RIGHT-OF-WAY; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID GEORGIA STATE HIGHWAY NO. 99, SAID

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Grantor Jmd Date 12-29-11

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Grantee ZSH Date 12/29/11

CURVE BEING CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 3515.99 FEET, A CHORD DISTANCE OF 68.62 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 63°-20'-37" EAST, SAID POINT LYING IN THE CENTERLINE OF GREEN CREEK AT GEORGIA EAST ZONE COORDINATE: NORTH 451826.72, EAST 818561.31; RUN THENCE, IN GENERALLY A SOUTHEASTERLY DIRECTION, ALONG THE CENTERLINE OF GREEN CREEK, A DISTANCE OF 5600 FEET, MORE OR LESS TO A POINT LOCATED AT GEORGIA EAST ZONE COORDINATE: NORTH 448785.39, EAST 820217.77; RUN THENCE SOUTH 80°-00'-00" WEST, DEPARTING FROM LAST MENTIONED CENTERLINE, ACROSS THE MARSHES OF SAID GREEN CREEK, A DISTANCE OF 590.54 FEET TO A POINT; RUN THENCE NORTH 56°-00'-00" WEST, CONTINUING ACROSS LAST MENTIONED MARSHES, A DISTANCE OF 92.28 FEET TO A POINT; RUN THENCE NORTH 37°-00'-00" WEST, CONTINUING ACROSS LAST MENTIONED MARSHES, A DISTANCE OF 161.95 FEET TO A POINT AT THE NORTHWESTERLY EDGE OF SAID MARSH; RUN THENCE ELEVEN (11) COURSES, GENERALLY FOLLOWING THE CENTER OF A ARMY CORPS OF ENGINEERS WETLAND; (1) NORTH 01°-00'-00" WEST, A DISTANCE OF 56.14 FEET TO A POINT; (2) RUN THENCE NORTH 44°-00'-00" WEST, A DISTANCE OF 67.76 FEET TO A POINT; (3) RUN THENCE NORTH 08°-00'-00" WEST, A DISTANCE OF 44.96 FEET TO A POINT; (4) RUN THENCE NORTH 76°-00'-00" WEST, A DISTANCE OF 128.89 FEET TO A POINT; (5) RUN THENCE NORTH 32°-00'-00" WEST, A DISTANCE OF 71.96 FEET TO A POINT; (6) RUN THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 113.40 FEET TO A POINT; (7) RUN THENCE SOUTH 47°-00'-00" WEST, A DISTANCE OF 98.32 FEET TO A POINT; (8) RUN THENCE NORTH 69°-00'-00" WEST, A DISTANCE OF 48.92 FEET TO A POINT; (9) RUN THENCE SOUTH 55°-00'-00" WEST, A DISTANCE OF 137.79 FEET TO A POINT; (10) RUN THENCE SOUTH 84°-00'-00" WEST, A DISTANCE OF 240.17 FEET TO A POINT; (11) RUN THENCE SOUTH 73°-00'-00" WEST, A DISTANCE OF 166.13 FEET TO A POINT; RUN THENCE NORTH 46°-00'-02" WEST, A DISTANCE OF 227.52 FEET TO THE POINT OF BEGINNING.

ALSO BEING THE SAME PROPERTY DESCRIBED ON A PLAT PREPARED BY JACKSON SURVEYING, INC. DESIGNATED AS EXHIBIT A PORTION OF TRACT 2, CABBAGE BLUFF AND DOVER HALL FOR ST. ANDREWS PLANTATION, LLC, DATED DECEMBER 13, RECORDED DECEMBER 23, 2011 IN PLAT BOOK 13, PAGE 82, GLYNN COUNTY RECORDS.

Grantor Jnd Date 12-29-11

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Grantee ABL Date 12/29/11



## 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]

#### 2 Georgia Land Trust, Inc. CONSERVATION EASEMENT BASELINE DOCUMENTATION REPORT

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Grantor Jnd Date 12-29-11

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Grantee FWH Date 12/29/11

# General Recommendations

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## Prescribed Burning

- 1) A permit is required for all outdoor burning in Georgia. Permits are issued over the phone by calling The Georgia forestry Commission at 1-877-OK2-BURN. <http://www.gfc.state.ga.us/ForestFire/ok2burn.cfm> is the GFC web site on burn permits.
- 2) Prior to starting a burn, a Prescribed Burning Plan should be made by a qualified person who understands burning conditions and weather reports and who can also achieve specific objectives by burning and not do unacceptable damage to the forest resources or cause excessive air pollution.
- 3) Crawler tractor firebreak installation can be arranged through the Georgia Forestry Commission for a nominal fee. Firebreaks can create serious erosion problems and should be carefully installed with a tractor drawn disk when possible. Whenever possible, roadways, open fields, wet drainages and hand constructed lines should be used in lieu of tractor constructed breaks. These firebreaks should be of sufficient width (minimum 15 feet) to allow the sun to penetrate the tree canopy. They should be maintained by disking or planting in wildlife food. Disking should be done after leaf fall in October or November.
- 4) All recently planted areas should be protected from fire at all times. Mowing between rows is recommended during the first three to five years to reduce fuel and plant competition.

## Wildlife Management

- 1) In the Georgia Lower Coastal Plain, deer hunting is necessary to prevent overpopulation of the deer herd. Liberal seasons and the harvest of doe deer is part of deer management.
- 2) Old fence rows, old house sites and thickets are important for habitat diversity and should be preserved and maintained.
- 3) Artificial nesting boxes for a variety of species have been effective in increasing populations. Bluebird boxes would be effective if installed in various openings and fields on the Orvis and Mary Vickers Tract. Wood duck boxes could be placed around pond areas.
- 4) The most diverse habitats are found on the edges of stands where two or more timber and/or land types meet. Habitat management should promote this edge effect at every opportunity.
- 5) Dead snags and den trees should not be removed and should be protected.



## Publications

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Guidelines for Forest Stewardship Designation, 2001

Managing for Quail in Forested Habitats

Recommended Best Management Practices for Forestry in Georgia

A Guide for Prescribed Fire in the Southern Forest