



North American Land Trust

CONSERVATION MANAGEMENT PLAN



Sanibel Preserve

Horry County • South Carolina

Sanibel Preserve Conservation Area Conservation Management Plan

Prepared By: Patty Kennedy
North American Land Trust
101 Hancock St., Beaufort, SC 29902
(843) 247-7152
pkennedy@nalt.org

For: EcoVest
3424 Peachtree Rd, NE
Suite 1550
Atlanta, GA 30326

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Sanibel Preserve

Conservation Management Plan

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I. Property Overview and Regional Context

The Sanibel property is located in North Myrtle Beach, Horry County South Carolina and consists of approximately 28 acres that will be protected by a perpetual conservation easement. This tract is located off Old Sanders Rd. and Bourne Trail, just off the Hwy 31 exit at Robert Edge Parkway. Although rural at one time, this area is slated for intensive development as the highway has made the area easily accessible. Some tracts along this road have already converted to single family residential development. The property has a forested area and an open grass field. Additionally, the property is located on the Atlantic Intracoastal Waterway. The property is adjacent to a man-made freshwater lagoon, and a drainage ditch exists on the property to handle overflow from the lagoon to the AIW. This drain has established young successional trees and shrubs along the banks, creating a diverse and emerging habitat.

This Conservation Management plan is being prepared for the conservation area. One of the primary conservation values from this property is simply that of removing the threat of conversion to residential development. The SC Department of Natural Resources in its State Wildlife Action Plan indicates that:

“Increased population growth accompanied by unplanned and uncontrolled industrial, residential, and commercial development is a serious threat to aquatic resources in the Pee Dee-Coastal Plain Ecobasin. The majority of the growth and the greatest threat to aquatic resources is expected to occur along the eastern portion of the ecobasin near the coast...Residential and resort communities along the “Grand Strand” will strain the already significantly degraded aquatic habitats.” In this context, removal of future development is the best conservation tool for this tract.

In addition to this, the tract has numerous habitats and values from a conservation perspective. NALT is recommending specific conservation management objectives for this tract as follows:

NALT recommends the long term goals and objectives for Sanibel Preserve be:

- Water quality protection
- Preservation and enhancement of biodiversity
- Implementation of a conservation management strategy
- Create a functional access for future users
- Scenic viewshed protection/Aesthetics, particularly from public roads and the AIW

All plans should be adaptive, recognizing that factors may change over-time, and this plan should evolve accordingly. Listed below are practices that are recommendations by the North American Land Trust, to achieve the long term and short term goals of an integrated conservation management plan:

1. Protect and/or expand non-riverine hardwood forest
2. Transition open field into a native warm season grass meadow
3. Allow naturalization of freshwater lagoon edge (on easement area) to create nesting habitat, and create a long-term plan for edge maintenance
4. Establishment of riparian protection and buffer strategy

5. Creation of trail network for management and access
6. Continue biological surveys of the property, adapting plan as necessary

By protecting the Sanibel Property, the owners have ensured that ecologically valuable lands will forever remain intact.

II. Management Goals and Objectives

Although Sanibel is not a large site, two distinct habitats exist on the property including a hardwood forest with diverse canopy species and shrub understory, and an open field managed as grass habitat. Additionally, a well established drainage for upland runoff and overflow from a man-made lagoon is found bordering the easement area. The property is directly adjacent to the Atlantic Intracoastal Waterway, a natural and recreational resource. The property is located in the Coastal Sampit watershed.

This variation in habitats allows for high biodiversity. Additionally, the proximity of the preserved area which is located in the Town of North Myrtle Beach, a highly developed and developing area makes the natural communities associated with this site even more important as refuge for a variety of wildlife species, as well as for water quality protection.

Management recommendations for the property include:








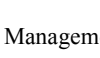
1. Enhance/establish a naturally vegetated river buffer to protect water quality
2. Protect scenic values of the property
3. Protect/expand the Non-Riverine Hardwood Forest
4. Transition open field into a warm season grass meadow
5. Establish and maintain trails/firebreaks for the property
6. Continue biological surveys and botanical inventories



III. Management Recommendations for Habitat or Species



LEGEND:

-  1 Riparian Protection Zone and 100ft Buffer
-  2 Firebreaks/Trail System
-  3 Shorescaping
-  4 Non-Riverine Wet Hardwood Forest
-  5 Successional Grassland
-  6 Immature Successional Forest
-  7 Proposed Right-of-Way
-  8 Sanibel Resort Boundary

- Management Recommendations
1. Protect and/or expand Non-Riverine Hardwood Forest
 2. Transition Agricultural Fields into a native warm season grass meadow
 3. Expand buffer and transition to old growth forest
 4. Create river buffer
 5. Maintain/Create trail network for management and access
 6. Implement shorescaping

Source:
Property Boundary from Survey by DDC Engineers, Myrtle Beach, South Carolina
Imagery is from World View 3 Satellite, image acquired 2/20/2015

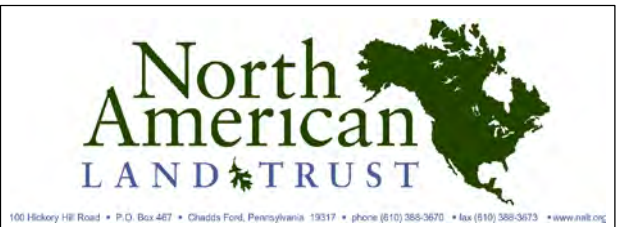


SANIBEL RESORT

HORRY COUNTY, SOUTH CAROLINA

HABITAT MANAGEMENT

3/9/16
Final per PK
WCG



Management Recommendation #1: Water Quality Protection/River Buffers

Sanibel property sits along the bank of the Atlantic Intracoastal Waterway. The portion of this waterway is manmade; however it is an important natural and recreational resource. The waterway boasts a variety of aquatic and terrestrial wildlife.

Intracoastal Waterway (taken from the Horry County Comprehensive Plan)

The Intracoastal Waterway (ICW) is a 3,000 mile inland waterway that runs parallel to the Atlantic and Gulf coasts. Some sections of the waterway consist of natural inlets, saltwater rivers, bays and sounds, while others are artificial canals. While the Waccamaw River and Little River are natural portions of the ICW, the majority of the ICW in Horry County was constructed by the US Army Corps of Engineers (ACOE) in 1936. Over time, the waterway has become a part of the natural scenery. While the ICW in Horry County is tidally influenced, salt water only influences its northern reach in Little River. The remaining portion of the ICW in the Grand Strand is freshwater until it reaches Winyah Bay in Georgetown County. Along the freshwater portions of the ICW in Horry County, the artificial portion of the waterway mimics the blackwater rivers in the area.

Originally established to provide a safe transportation route and to protect commerce, the ICW now mainly serves as a route for transient boaters and other recreational users. Because the ICW is no longer primarily used for the transportation of goods, it is no longer regularly dredged to sustain its channel, potentially affecting its use for recreational boaters.

Management recommendations:

1. Reduce impervious surfaces. The conservation easement largely addresses this by removing development from the tract.
2. River buffers: One of the single most important tools for protection of waterways is a naturally vegetated buffer.
 - a) Maintain at least 100' natural vegetation.
 - b) Sanibel does have some vegetation along the bank of the river, but little on the upland. Allow natural regeneration to occur, or plant native species to create a natural wilderness buffer for the property.
 - c) Maintain waterway views with view "windows" trimming shrub level vegetation to 1' from ground, and/or "limbing up" removing view obstruction, but leaving tree canopies. This leaves root structures for erosion and filtration.
 - d) If access is desired to waters/bank edge, consider clearing a "view corridor" only, leaving specimen trees, but removing shrub understory only for the 50-75' strip. Leave the remaining area wooded and natural. If sod is part of the corridor use a

drought tolerant species, such as carpet grass that is ideal for coastal climates and does not require fertilization or irrigation.

- e) Ensure shrub level materials such as wax myrtles are plentiful for native, seasonal and migrating songbirds such as Painted Buntings.
- f) Protect or promote mature specimen trees for nesting sites for Bald Eagles and Osprey, as well as other species that will utilize the waterway.

Management recommendation #2: Scenic view protection

Overview: Contrary to what many landowners might consider to be true, this management recommendation is to protect the scenic qualities currently existing on the Sanibel property from people viewing the property from waterways and roadways. This is particularly needed in the Myrtle Beach region, one of the most rapidly developing areas in South Carolina and the East Coast. This pressure is acute on beaches, creeks and waterways. With each high rise condominium, multi-family housing complex, commercial venture or even golf course, natural habitats are lost. First and foremost this impacts the flora and fauna of the area, but there is also a negative impact to residents and visitors to the area due to the loss of natural landscapes to visually enjoy.

This property, conserved in a natural state without intense development, will benefit the larger public, residents and visitors alike.

Management recommendations:

1. The protection of this property with a conservation easement will largely protect this property as a scenic view from the waterway and adjacent upland.
2. Careful consideration should be given to any structures and their placement, orientation and size to minimize visual impact to the surrounding area.
3. Wherever possible create or maintain “nature curtains” or natural buffers of 30-100’ from roadways and/or waterways.
4. Consider natural solutions for erosion control or streambank stabilization in lieu of riprap or bulkheads. If these are necessary, native landscaping should be used to naturalize the site.
5. Avoid large scale clearings of forests in viewshed areas.
6. If exercising the reserved right for homesites, remove only vegetation required for the homesite, gradually increasing any further clearing to minimize disruption.



Management Recommendation #3: Convert open field to warm season grass meadow

Native grasslands are one of the most endangered ecosystem in the South. Historically, the region contained vast acreages of native grassland and savannas with scattered trees and shrub cover, which was maintained by fire. Today, that acreage has been replaced with non-native grasses (e.g., tall fescue, orchardgrass and bermudagrass), agricultural crops, forest cover and suburban development. As a result, several wildlife species dependent upon quality early successional habitat have experienced significant declines in population.

This region of SC would likely have contained many such grasslands, savannas, or native grass openings. Due to the construction of the AIW, and alteration of topography, restoring a true native landscape for this property is unlikely. However, restoring native habitats to the practicable extent should always be a goal.

One piece of this would be to establish openings/meadows that provide edge for wildlife. If planted and managed as wildlife habitat using native grasses, even without a natural fire regime, numerous species will benefit. NALT suggests consideration of native grass mixes and species that include: switchgrass (*Panicum virgatum*), indiagrass (*Sorghastrum nutans*), eastern gamagrass (*Tripsacum dactyloides*), big bluestem (*Andropogon gerardii*), and little bluestem (*Schizachyrium scoparium*) for this site.

Management recommendations:

Native warm season grass may need special attention given for purchasing and planting seed, and for the management of established stands. The following features are important to note because warm-season grass planting differ from other traditional plantings:

1. Purchasing Seed

- a. It is best to purchase certified seed of varieties adapted to the region of planting. Certified seed is guaranteed to be true to a variety, and use of certified seed may lead to a more reliable planting.
- b. It is best to order different species and varieties separately instead of pre-mixed because seeding and management specification will differ between species.
- c. Warm season grass species should be purchased on a pure live seed (PLS) basis. Do not confuse 12 lb PLS/acre with 12 bulk lb/acre.
- d. If you do purchase mixed seed consider using a short mixture of seeds and forbs that provide quality cover for ground-nesting and brood rearing birds.

2. Time Of Planting

- a. Plant seeds in March or early April at the latest.
- b. Irrigate if possible to help seed establishment.
- c. Use tilling or herbicide on undesired weed species.

3. Preparing to plant

- a. Conduct a soil test prior to planting (ideally in the fall). The pH should be adjusted to a range of 5 - 6 if needed. Incorporate lime in the fall to allow it time

to adjust pH before planting in the spring. Fertility up to medium levels for phosphorous (P), and potassium (K). Incorporate P and K into the soil at planting time. Do not apply nitrogen (N) at or before planting time.

- b. Seedbeds should be adequately plowed, disked and packed prior to planting. A cultipacker works well for firming the seedbed. If a prepared hard seedbed is rained on before planting, harrow and cultipack again before planting.
- c. Till soil to a depth of 3 inches prior to seeding. Follow the procedures described above for seedbed preparation.

4. Equipment Needed

- a. Ideally seed will be drilled into a prepared seedbed.
- b. Switchgrass may be planted with a conventional drill because it has a hard, smooth seed coat. Conventional drills equipped to seed alfalfa work well.
- c. Eastern gamagrass seed is about the size of corn seed and is best planted with a corn planter.
- d. Big and little bluestem and indiangrass seed have appendages with fine hair and will not pass through conventional equipment unless they can be ordered as "debearded" or brushed seed. Most likely a drill with a specialized seed box containing "picker wheels" is necessary or the fluffy seed of these grasses will lodge in the seed chute. These drills often are available for use through state wildlife agencies, soil conservation districts, or the Natural Resources Conservation Service Seed drills, which are advertised as "native grass drills", such as a Tye or Truax drill, and have special boxes equipped with picker wheels and augers to help prevent seed from sticking together and move the seed to the drilling mechanism. Native seed drills have multiple boxes, which allow for the planting of both switchgrass and fluffy seeded species at the same time.
- e. Switchgrass, indiangrass, and big and little bluestem should be seeded at $\frac{1}{4}$ to $\frac{1}{2}$ inch deep.
- f. If a seed drill is not available, seed may be broadcast over a site.
- g. Broadcast fluffy seed (bluestem and indiangrass) with a drop spreader or cyclone spreader and then drag to lightly cover seed.

5. After Planting the Meadow

- a. Ideally, native grasses meadows would be managed with prescribed burning to mimic natural processes. Size of the property and proximity to the airport makes this unlikely on this site. As a result, routine mowing/bush-hogging will likely be the maintenance regime, with herbicide treatment for non-native competition.
- b. The best time of year to mow is during the fall through late winter.
- c. Mow on a three-year cycle where $\frac{1}{3}$ of the area is mowed each year.
- d. Do not mow during the spring or summer months because of the nesting season.
- e. When mowing, cut grass no lower than 6 inches and allow stubble to remain until spring to help insulate plant roots and provide cover for wildlife.

6. Weed Control

- a. Post-planting weed control requires prompt attention especially during the establishment year. Inspect the planting every two to four weeks for weed pressure.
 - b. A combined program of mowing and herbicides will likely be necessary to control weeds. Use a herbicides labeled for most native grass restoration plantings, such as Plateau™.
- 7. Long-term Management of Native Warm-Season Grass Fields
 - a. Periodically disking (once every 2 years) should maintain open structure at ground level.

Management recommendation #4: Lagoon edge management

Overview: A portion of the conservation easement area borders a man-made freshwater lagoon. Though landowners of Seavista Preserve will not have management authority over the lagoon itself, it may be able to determine the nature of the lagoon edge/buffer. In its current state, the grassed field borders all the way to the water edge, which has some ecological value for day roosts or foraging access for wading birds. However, there is an opportunity to enhance both stabilization and ecological value by allowing it to naturalize with shrub materials providing nesting, foraging and cover sites for greater number of wildlife species.

“Shorescaping” is a landscaped shoreline that uses attractive plants to protect and beautify the waterfront. A well designed shorescape uses native plants to provide a functional solution to problems such as shoreline erosion, poor water quality, invasive weeds, and wildlife management.

Most shorescaping addresses vegetation at each of the ecological zones associated with a freshwater lagoon. Since Sanibel Preserve will only be able to control a small portion of the waters edge, we’ve addressed replanting/naturalizing only those which may be practical for this owner.

Management recommendation:

The Emergent Zone – the part of the bank slope that lies below the water line but is shallow enough to allow emergent aquatic plants to root in the submerged soil and grow upward above the water’s surface. The emergent zone is usually less than 12 inches deep. Avoid emergent plants that have a “creeping” lateral growth habit such as water primrose and alligatorweed. Vertical plants are easier to manage in the emergent zone.

Plants for the Emergent Zone:

- Pickerelweed *Pontederia cordata*
- Arrowheads *Sagittaria latifolia*, *S. lancifolia*
- Arrow Arum *Peltandra virginicus*
- Lizard’s Tail *Saururus cernuus*
- Alligator Flag *Thalia geniculata*
- Golden Canna *Canna flaccida*
- White Star Sedge *Dichromena colorata*

The Riparian Zone – the part of the bank slope that lies above the water surface but where the soil remains permanently wet and saturated. The riparian zone often is inundated with water when pond levels rise during storms. Plants that thrive in this zone need moist soils and can withstand extended periods submerged under water but prefer to grow at or just above the water line.

Plants for the Riparian Zone:

Soft Rush *Juncus effusus**
Bulrush *Scirpus spp.**
Louisiana Iris *Iris (hexagonae group)*
Blue/Yellow Flag *Iris virginica, I. pseudocoris*
Spider Lily *Hymenocallis palmeri*
Mallow Hibiscus *Hibiscus moscheutos**
Swamp Sunflower *Helianthus angustifolius**
Cardinal Flower *Lobelia cardinalis*
Bog Lily *Crinum americanum*
River Oats *Chasmanthium latifolium**
White-top Sedge *Dichromena colorata**
Lizard's Tail *Saururus cernuus**

The Upland Zone – the part of the bank slope above the riparian zone where soils do not stay permanently moist. This zone often is very dry because the slope forces water to runoff rather than seep into the ground. Upland zones with very steep slopes will need plants that are very drought tolerant. In most cases, the ornamental plants that are commonly used in the home landscape are useful in this zone. Residents that live next to stormwater ponds in residential neighborhoods should avoid planting trees and large shrubs on the bank slopes. Perennials and grasses are best in this zone.

Plants for the Upland Zone:

Native Grasses* (Weeping Love Grass, Big Bluestem, Muhly Grass, Switchgrass, Indian Grass)
Native Perennials (Butterfly Weed, False Indigo*, Tickseeds, Coneflower*, Hardy Ageratum, Blazing Star, Verbena*, Goldenrod)
Other Perennials (Sunflower Heliopsis, Daylily*, Bearded Iris*, Red Hot Poker, Lantana*, Lavender*, Creeping Phlox, Salvia, Stonecrop, Purple Heart)

Management recommendation #5: Create Trail/firebreak Network

Wildfires are a serious threat in the North Myrtle Beach area. Given that, the fuel load for Sanibel is not problematic. Although NALT generally encourages the reintroduction of prescribed burning to any property to mimic natural conditions, and to reduce the threat of wildfire, that is unlikely on this property.

NALT does recommend that a naturalized trail network be established to serve multiple purposes: access for management activities, potential access for future homesites, passive recreational use for the property, and to act as a firebreak in the unlikely event that a wildfire were to occur.

Management recommendations:

1. Establish logical trail network as identified.
2. Roads should be placed on a long-term maintenance rotation.



Management Recommendation #6: Eradicate Invasive Species

Invasive species are non-native plant, insect or animal species that have been introduced into an area outside of their original range and compete with native species for resources. Invasive species reproduce and spread rampantly because they have no natural enemies in their new homes. Invasive species are recognized as one of the leading threats to biodiversity and impose enormous costs to agriculture, forestry, fisheries, and other human enterprises, as well as to human health.

There is one notable non-native invasive species occupying the tract, Japanese honeysuckle (*Lonicera japonica*) is abundant throughout the wooded area. Management recommendations:

1. Use a glyphosate product that contains a nonionic surfactant labeled for use in aquatic environments with at least 41% glyphosate. Do not use glyphosate formulations that are called “Ready to Use” because they generally do not contain enough glyphosate to be effective. Mix the herbicide with water, preparing a 2.5 to 5% solution (4 to 6 fluid ounces of herbicide product per gallon). If the label recommends additional surfactant, add a nonionic surfactant at 0.5% (0.6 fluid ounces per gallon).
1. Alternatively, apply a 2% concentration of triclopyr (e.g., Garlon 3A) plus water to foliage.
2. A 25% glyphosate or triclopyr solution mixed with water can be applied to cut stem surfaces any time of year as long as the ground is not frozen.
3. Treatment in the fall, when many non-target plants are going dormant, is best. Apply using a single nozzle backpack sprayer, spraying the foliage to wet, but not to the point of runoff.
4. Ensure Plan for at least two treatments per year in the first three years.
5. Ideally, the optimal timing for glyphosate treatment is late fall to early winter (November through early January) to minimize impact to other species. Spring and summer treatments tend not to be as effective and risk surrounding vegetation.
6. When applying glyphosate, volatility and soil activity are not a concern. Drift, however, can be a serious problem, especially on windy days. Be very careful where spray drift can damage or kill nearby desirable vegetation.

Japanese Honeysuckle (*Lonicera japonica*)



Photo credit: Wikimedia Commons 2016

Overview: Japanese honeysuckle (*Lonicera japonica*) was introduced from Japan in the early 1800's. Although it is valued as forage for white-tailed deer, it can become a noxious weed in many wildland settings. It is a woody, evergreen to semievergreen climbing or trailing vine with brownish stems. Leaves are opposite, entire but may exhibit lobing in early spring. Axillary flowers are white and occur in pairs.

Control methodology: Apply Escort XP with a surfactant to foliage June to August-either by broadcast spraying 2 ounces per acre in water (0.6 dry ounces per 3-gallon mix) or by spot spraying 2 to 4 ounces per acre in water (0.6 to 1.2 dry ounces per 3-gallon mix). Or, treat foliage with one of the following herbicides in water with a surfactant (July to October or during warm days in early winter) keeping spray away from desirable plants: a glyphosate herbicide as a 2-percent solution (8 ounces per 3-gallon mix) or Garlon 3A or Garlon 4 as a 3- to 5-percent solution (12 to 20 ounces per 3-gallon mix). Or cut large vines just above the soil surface and immediately treat the freshly cut stem with a glyphosate herbicide or Garlon 3A as a 20-percent solution (2.5 quarts per 3-gallon sprayer) in water with a surfactant July to October (safe to surrounding plants). Prescribed burning in spring will reduce dense ground mats and sever climbing vines for more effective herbicide treatments to resprouting vines.

Property-specific recommendations: Although this species is widespread within Roslin Road conservation area, NALT staff did not observe areas completely overtaken by Japanese Honeysuckle. It is recommended to spot treat using glyphosate, Garlon 3A or Garlon 4 as recommended above to minimize damage to any surrounding desirable natives. Large vines may be cut just above the soil surface as recommended above as well. Since this plant species stays biologically active later into the year than most, taking advantage of early warm winter days for treatment may help minimize mortality of surrounding desirable native species.

Works Cited

Miller, James H. 2003. Nonnative invasive plants of southern forests: a field guide for identification and control. (Cited 1 April 2016). Available from http://www.srs.fs.usda.gov/pubs/gtr/gtr_srs062



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Management Recommendation #7: Continue Biological Surveys/Manage for Species of Concern (current/future)





Overview: NALT recommends that biological inventories and botanical surveys be continued each season, and management strategies refined accordingly. Whether hiring experts in a particular biological discipline, engaging with natural resource agencies, or partnering with universities and coalitions, NALT recommends continued documentation of this property. The priority species listed in the next section should be a starting point for inventories.

Any species identified should be input into a Priority Species Map when discovered. Overall management techniques should be adapted and refined as new priority species are discovered.

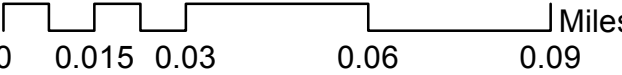

IV. Existing Habitats and Associated Species of Concern



LEGEND:

-  Successional Grassland
-  Immature Successional Forest
-  Non-Riverine Wet Hardwood Forest
-  Sanibel Resort Boundary

Source:
Property Boundary from Survey by DDC Engineers, Myrtle Beach, South Carolina
Imagery is from World View 3 Satellite, image acquired 2/20/2015



SANIBEL RESORT

HORRY COUNTY, SOUTH CAROLINA

VEGETATION

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Manage current habitats to maximize biodiversity

Nonriverine Wet Hardwood Forest

Habitat overview: This habitat is generally considered a broad transitional habitat between pine flatwoods and maritime forest.

The wooded portion of the property is best described as a Nonriverine Wet Hardwood Forest community. Canopy dominants include poplar (*Liriodendron tulipifera*), sweetgum (*Liquidambar styraciflua*), red maple (*Acer rubrum*), American elm (*Ulmus americana*), oaks (*Quercus* spp.), hickories (*Carya* spp.), and others. The subcanopy- shrub layer is quite dense supporting sweet bay (*Magnolia virginiana*), cane grass (*Arundinaria tecta*), pawpaw (*Asimina triloba*), dwarf palmetto (*Sabal minor*), swamp bay (*Persea palustris*), and others.

The herb layer ranges from sparse to dense supporting little brown jugs (*Hexastylis arifolia*), Jack in the pulpit (*Arisaema triphyllum*), yellow jessamine (*Gelsemium sempervirens*), sedges (*Carex* spp.), lizards tail (*Saururus cernuus*), and others.

Several small depression ponds were observed in the forested areas. Their origin is unknown but they appear to be a natural feature of the landscape. These are notable as they represent excellent breeding and foraging habitat for a variety of herpetofauna and macroinvertebrate insect species. Numerous frogs were observed during the time of the site assessment.

Management recommendations:

1. The long-term management objective is to create an old-growth forest. For this tract, that entails continued protection of this area. Monitoring should continue to document any changes to the habitat caused by climate, storm events, infestations, etc. However, no active management should be necessary for this habitat.
2. Further documentation of depressional wetlands, both location and/or composition would be beneficial.
3. Avoid clearing or converting this area.
4. Establish naturally vegetated river buffer (Management recommendation #1).
5. This forest is critical to the scenic conservation purpose for Sanibel from the adjacent roadways (Management recommendation #2).
6. Eradicate invasive species as identified (Management recommendation #4).
7. Establish firebreak/trail (Management recommendation #5).
8. Continue biological surveys of this area (Management recommendation #6).

Habitat Importance: Species of Concern associated with Nonriverine Hardwood Forest (Using SC DNR SWAP Coastal Plain Mesic Forest):

SCIENTIFIC NAME	COMMON NAME	G-RANK	S-RANK	LEGAL STATUS	PRIORITY	SPECIFIC HABITAT REQUIREMENTS	
<u>MAMMALS</u>	-	-	-	-			
<i>Corynorhinus rafinesquii</i>	Rafinesque's Big-eared Bat	G3/G4	S2?	State Endangered	Highest	X	T-beam and I-beam bridges, abandoned buildings, old bunkers and tunnels, cavity trees, rock outcrops, mines, caves
<i>Eptesicus fuscus</i>	Big Brown Bat	G5	SNR		Highest	X	buildings, cavity trees, under bridges and in bat boxes; forage in open fields or forest gaps
<i>Lasionycteris noctivagans</i>	Silver-haired Bat	G5	SNR		Highest	X	roosts include tree cavities, under loose bark, rock crevices, under tree foliage, and occasionally in buildings, stacks of firewood, and bird boxes; forage over water
<i>Lasiurus borealis</i>	Red Bat	G5	SNR		Highest	X	thinned stands; roost on smaller branches or twigs, often in the hardwood tree canopy; may roost in leaf litter
<i>Lasiurus cinereus</i>	Hoary Bat	G5	S?		Highest	X	tree cavities, trunks, tree foliage, squirrel nests, and Spanish moss
<i>Lasiurus intermedius</i>	Northern Yellow Bat	G4/G5	S?	Of concern, State	Highest	X	forage over open areas such as fields, pastures, golf courses, marshes, and along lake and forest edges; roost in clumps of Spanish moss or under old palm fronds
<i>Lasiurus seminolus</i>	Seminole Bat	G5	SNR		Highest	X	roost in large pines located near forested corridors; may roost in leaf litter
<i>Myotis austroriparius</i>	Southeastern Bat	G3/G4	S1	State Threatened	Highest	X	caves (including limestone sinks), mines, abandoned buildings, and large hollow trees; prefers to feed and roost over water
<i>Neotoma floridana</i>	Eastern Woodrat	G5	S3/S4	Of concern, State	Moderate	X	wide variety of habitats
<i>Perimyotis subflavus</i>	Tri-colored Bat	G5	SNR		Highest	X	abandoned mines and caves, bridges, buildings
<i>Ursus americanus</i>	Black Bear	G5	S3?	Of concern, State	Moderate	X	early successional habitat and forest interior; den sites
<u>REPTILES & AMPHIBIANS</u>	-	-	-	-	-	-	
<i>Ambystoma cingulatum</i>	Flatwoods Salamander (Frosted)	G2/G3	S1	Federal Threatened; State Endangered	Highest	X	isolated, temporary wetlands with no fish that have open canopy above and abundant grasses and sedges
<i>Ambystoma tigrinum</i>	Tiger Salamander	G5	S2/S3	Of Concern, State	Highest	X	isolated, temporary wetlands with no fish that have open canopy above and abundant grasses and sedges
<i>Crotalus adamanteus</i>	Eastern Diamondback Rattlesnake	G4	S3	Of Concern, State	High	X	underground refugia such as stump holes and rodent burrows
<i>Crotalus horridus</i>	Timber Rattlesnake	G4	SNR	Of Concern, State	High	X	dry, south-facing slopes at high elevations; rock outcrops or logs for den sites with south face exposed to sun
<i>Eurycea chamberlainii</i>	Chamberlain's Dwarf Salamander	G4	SNR		Highest	X	wetland types like seepages near small streams; leaf litter and small debris
<i>Micrurus fulvius</i>	Coral Snake (Harlequin)	G5	S2	Of Concern, State	Highest	X	underground refugia such as stump holes and rodent burrows; loose soil for burrowing

<i>Ophisaurus attenuatus</i>	Slender Glass Lizard	G5	S4		Moderate	X	underground refugia such as stump holes and rodent burrows; open canopied forests or fields
<i>Pituophis melanoleucus</i>	Pine Snake (Northern)	G4	S2/S3	Of Concern, State	Highest	X	pine sites with dry soils; underground refugia such as stump holes and rodent burrows
<i>Pituophis melanoleucus mugitus</i>	Pine Snake (Florida)	G4	S2	Of Concern, State	Highest	X	pine sites with well-drained soils; underground refugia such as stump holes and rodent burrows
<i>Pseudacris feriarum</i>	Upland Chorus Frog	G5	S3/S4	Of Concern, State	Moderate	X	isolated, temporary wetlands with no fish
<i>Rana capito capito</i>	Gopher Frog (Carolina)	G3/G4	S1	Federal Threatened; State Endangered	Highest	X	isolated, temporary to semi-permanent wetlands with no fish that have open canopy above and abundant grasses and sedges
<i>Rhadinea flavilata</i>	Pine Woods Snake	G4	SNR	Of Concern, State	High	X	moist pine flatwoods with many rotten logs; underground refugia such as stump holes and rodent burrows
<i>Terrapene carolina</i>	Eastern Box Turtle	G5	SNR		Moderate	X	moist woodlands; sandy or loamy soils in open for egg laying; loose soils and leaf litter for burrowing
BIRDS	-	-	-	-			
<i>Buteo lineatus</i>	Red-shouldered Hawk	G5	SNR		Moderate	X	wet or moist hardwood forests for nesting and foraging
<i>Caprimulgus carolinensis</i>	Chuck-will's-widow	G5	S4		High	X	openings for nocturnal feeding; mixed forests with light to moderate understory
<i>Caprimulgus vociferus</i>	Whip-poor-will	G5	S4		High	X	openings for nocturnal feeding; mixed forests with light to moderate understory
<i>Coccyzus americanus</i>	Yellow-billed Cuckoo	G5	S4		High	X	closed canopy deciduous forests with thick tangles
<i>Contopus virens</i>	Eastern Wood-Pewee	G5	S5		High	X	open forests with sparse midstory
<i>Dryocopus pileatus</i>	Pileated Woodpecker	G5	SNR		Moderate	X	extensive mature forests with dead snags for nest cavities; probably prefer riverbottom hardwoods
<i>Hylocichla mustelina</i>	Wood Thrush	G5	S3?		High	X	moist understory of shrubs or saplings in deciduous woodlands; leaf litter
<i>Limnothlypis swainsonii</i>	Swainson's Warbler	G4T4	S4		High	X	in mountains: deciduous or mixed forest ravines with thick understory of rhododendron or mountain laurel; at coast: cane stands in hardwoods
<i>Melanerpes carolinus</i>	Red-bellied Woodpecker	G5	SNR		Moderate	X	open, mature woods with dead snags for nest cavities; man-made poles with cavities
<i>Melanerpes erythrocephalus</i>	Red-headed Woodpecker	G5	SNR		Moderate	X	open, mature woods with dead snags for nest cavities; man-made poles with cavities
<i>Mniotilta varia</i>	Black-and-white Warbler	G5	SNRB,SNRN		High	X	mature hardwood forests; coves
<i>Oporornis formosus</i>	Kentucky Warbler	G5	S4		High	X	moist hardwood forests with rich understory
<i>Parula americana</i>	Northern Parula	G5	SNRB		Moderate	X	mature, moist forests; hemlock forests in mountains and swamps or bottomlands with Spanish moss near coast
<i>Picoides pubescens</i>	Downy Woodpecker	G5	SNR		Moderate	X	middle-aged to mature woodlands; prefer hardwoods; dead snags for nest cavities
<i>Pipilo erythrophthalmus</i>	Eastern Towhee	G5	SNR		High	X	brushy areas; woodland margins and understory
<i>Piranga rubra</i>	Summer Tanager	G5	S?		Moderate	X	dry, mixed woodlands

<i>Poecile carolinensis</i>	Carolina Chickadee	G5	SNR		Moderate	X	mature woodlands with dead snags for nest cavities; will use bird boxes
<i>Protonotaria citrea</i>	Prothonotary Warbler	G5	S3B		Moderate	X	near standing water; open swamps with cavities for nesting; willow thickets near lakes and ponds; old stumps and other rotting logs
<i>Regulus satrapa</i>	Golden-crowned Kinglet	G5	S4		Moderate	X	winter in coniferous or mixed woodlands
<i>Seiurus motacilla</i>	Louisiana Waterthrush	G5	S4		High	X	deciduous or mixed forests with rocky streams
<i>Thryothorus ludovicianus</i>	Carolina Wren	G5	SNR		Moderate	X	woodland thickets; leaf litter; cavities or ledges for nesting; will use bird boxes and many other human material
<i>Toxostoma rufum</i>	Brown Thrasher	G5	SNR		High	X	moderate to dense brush and saplings
<i>Vireo flavifrons</i>	Yellow-throated Vireo	G5	S3?B		Moderate	X	open, moist, mature, deciduous woodlands with tall trees; near water
<i>Vireo griseus</i>	White-eyed Vireo	G5	S4?B		Moderate	X	dense, moist thickets
<i>Wilsonia citrina</i>	Hooded Warbler	G5	S4?B		Moderate	X	mature, moist deciduous forests; some mixed forests; rich understory layer
<u>INSECTS</u>							
<i>Acanthametropus pecatonica</i>	"A Mayfly"					X	mesic forests near water
<i>Dolania americana</i>	American Sand Burrowing Mayfly	G4	S3			X	mesic forests near water
<i>Homoeoneuria dolani</i>	"A Mayfly"					X	mesic forests near water
<i>Siphonurus decorus</i>	"A Mayfly"					X	mesic forests near water
<i>Somatochlora calverti</i>	Calvert's Emerald	G3	SNR			X	boggy forest seepages for breeding; forest openings for foraging
<i>Taeniopteryx robinae</i>	Savannah Willowfly	G1	SNR			X	mesic forests near water
<i>Toxorhynchites rutilus rutilus</i>	"An Elephant (Tree Hole Mosquito)"					X	tree holes and artificial basins for breeding; nectar producing plants for foraging
<i>Toxorhynchites rutilus septentionalis</i>	"An Elephant (Tree Hole Mosquito)"					X	tree holes and artificial basins for breeding; nectar producing plants for foraging

Agricultural Fields/Sunflower Field

Habitat description: Although not a natural community per se, this open field does have biological importance. The field provides important “edge” habitat. In ecology, edge effects refer to the changes in populations or community structures that occur at the boundary of two habitats. Though the relationship can have both positive and negative outcomes, in this situation the field likely offers opportunities for foraging and bugging for some species of wildlife.

Management recommendations:

1. Establish naturally vegetated river buffer (Management recommendation #1).
2. This meadow also is critical to the scenic conservation purpose for Sanibel from the Intracoastal Waterway (Management recommendation #2).
3. Convert this field into a native warm season grass meadow (Management recommendation #3).
4. Continue biological surveys of this area (Management recommendation #6).

Species of concern associated with this habitat:

Early Secessional Terrestrial Priority Species							
SCIENTIFIC NAME	COMMON NAME	G-RANK	S-RANK	LEGAL STATUS	PRIORITY		SPECIFIC HABITAT REQUIREMENTS
<u>MAMMALS</u>	-	-	-	-			
<i>Eptesicus fuscus</i>	Big Brown Bat	G5	SNR		Highest	X	buildings, cavity trees, under bridges and in bat boxes; forage in open fields or forest gaps
<i>Microtus pennsylvanicus</i>	Meadow Vole	G5	SNR	Of concern, State	High	X	tall grass prairie habitats
<i>Neotoma floridana</i>	Eastern Woodrat	G5	S3/S4	Of concern, State	Moderate	X	wide variety of habitats
<i>Ursus americanus</i>	Black Bear	G5	S3?	Of concern, State	Moderate	X	early successional habitat and forest interior; den sites
<u>REPTILES & AMPHIBIANS</u>	-	-	-	-	-	-	-
<i>Crotalus horridus</i>	Timber Rattlesnake	G4	SNR	Of Concern, State	High	X	dry, south-facing slopes at high elevations; rock outcrops or logs for den sites with south face exposed to sun
<i>Heterodon simus</i>	Southern Hognose Snake	G2	SNR	Of Concern, State	Highest	X	friable soils; underground refugia such as stump holes and rodent burrows; abundance of toads
<i>Ophisaurus attenuatus</i>	Slender Glass Lizard	G5	S4		Moderate	X	underground refugia such as stump holes and rodent burrows; open canopied forests or fields
<i>Terrapene carolina</i>	Eastern Box Turtle	G5	SNR		Moderate	X	moist woodlands; sandy or loamy soils in open for egg laying; loose soils

							and leaf litter for burrowing
BIRDS	-	-		-			
<i>Ammodramus savannarum</i>	Grasshopper Sparrow	G5	SNRB,SNRN		Highest	X	broomsedge fields and other openings
<i>Caprimulgus carolinensis</i>	Chuck-will's-widow	G5	S4		High	X	openings for nocturnal feeding; mixed forests with light to moderate understory
<i>Caprimulgus vociferus</i>	Whip-poor-will	G5	S4		High	X	openings for nocturnal feeding; mixed forests with light to moderate understory
<i>Chaetura pelagica</i>	Chimney Swift	G5	SNRB		High	X	open areas for foraging; cavity for nesting (often chimneys)
<i>Colinus virginianus</i>	Northern Bobwhite	G5	S4		Highest	X	brushy areas and grasslands, thickets, woodland margins
<i>Columbina passerine</i>	Common Ground-Dove	G5	SNR	State Threatened	Highest	X	shrubs near openings for nesting; sandy bare ground or short grass for foraging
<i>Dendroica discolor</i>	Prairie Warbler	G5	S4		High	X	open old fields with scattered saplings; open woodlands with shrub-scrub
<i>Elanoides forficatus</i>	Swallow-tailed Kite	G5	S2	State Endangered	Highest	X	open savannahs for foraging; mature trees for nesting near swamps and marshes
<i>Empidonax virescens</i>	Acadian Flycatcher	G5	S4B		High		Riverbanks, streams, banks, alder zones
<i>Falco sparverius paulus</i>	American Kestrel	G5	SNR		Highest	X	nest cavity in large open area; extensive open areas with high perches for foraging
<i>Gallinago gallinagodelicata</i>	Wilson's Snipe	G5	SNRN		High	X	boggy areas; wet meadows with short grass; along pond and marsh margins for probe foraging
<i>Icteria virens</i>	Yellow-breasted Chat	G5	S4B		High	X	old fields, briar thickets, dry woodland margins;
<i>Icterus spurius</i>	Orchard Oriole	G5	S5?B		Moderate	X	orchard-like stings; woodland margins
<i>Junco hyemalis</i>	Dark-eyed Junco	G5	SNRB,SNRN		Moderate	X	short grass openings near conifer woodlands
<i>Lanius ludovicianus</i>	Loggerhead Shrike	G4	S3	Of Concern, State	Highest	X	open areas with perches
<i>Passerina caerulea</i>	Blue Grosbeak	G5	SNRB		Moderate	X	hardwood saplings or shrubs for nesting; open areas
<i>Passerina cyanea</i>	Indigo Bunting	G5	SNRB		Moderate	X	woodland margins; shrubby thickets in openings
<i>Pipilo erythrophthalmus</i>	Eastern Towhee	G5	SNR		High	X	brushy areas; woodland margins and understory
<i>Progne subis</i>	Purple Martin	G5	SNRB		High	X	forage over open areas near or over water; nest in man-made houses or gourds
<i>Scolopax minor</i>	American Woodcock	G5	S4		Moderate	X	moist soils and leaf litter for probe foraging;

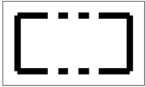
							woodlands for nesting; openings for mating displays
<i>Spiza americana</i>	Dickcissel	G5	SNRB		Moderate	X	open, grassy areas
<i>Spizella pusilla</i>	Field Sparrow	G5	S5?		High	X	saplings and shrubs in weedy thickets and woodland margins
<i>Sturnella magna</i>	Eastern Meadowlark	G5	SNR		High	X	short to medium-height grasses for nesting and foraging
<i>Toxostoma rufum</i>	Brown Thrasher	G5	SNR		High	X	moderate to dense brush and saplings
<i>Tyrannus tyrannus</i>	Eastern Kingbird	G5	SNRB		High	X	open areas with scattered trees and other perches
<i>Tyto alba</i>	Barn Owl	G5	S4	Of Concern, State	Moderate	X	grasslands or marshes for foraging; nest cavities; dense roosting cover
<u>INSECTS</u>							
<i>Atrytone arogos</i>	Arogos Skipper					X	specialist in seasonally wet to dry grassland and pine savannah habitats; regenerating burn sites; host plants: Little Bluestem, Pine Barrens Reed Grass, and Lopsided Indian Grass; nectar plants
<i>Dorymyrmex bureni</i>	"A Pyramid Ant"					X	prefer sandy soils in highly disturbed areas like pastures, open fields, open scrub, sandhills, dunes, lawns, and roadsides
<i>Dorymyrmex medeis</i>	"A Pyramid Ant"					X	prefer sandy soils in highly disturbed areas like pastures, open fields, open scrub, sandhills, dunes, lawns, and roadsides

V. Mapping

- A. Aerial
- B. Soils
- C. Concept Plan



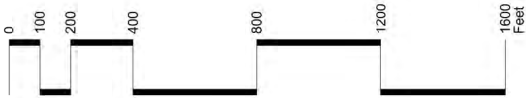
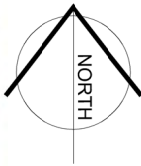
LEGEND:



Subject Property

NOTES:

1. Property boundaries from a survey by The Brigman Company, Conway, SC.
2. Aerial photograph from Apollo Mapping; date fown February 20, 2015.
3. Topography digitized from Wampee USGS Quadrangle map; Contour interval = 5feet.
4. Soils information from USDA - NRCS National Soil Information System Database (NASIS).



SANIBEL RESORT

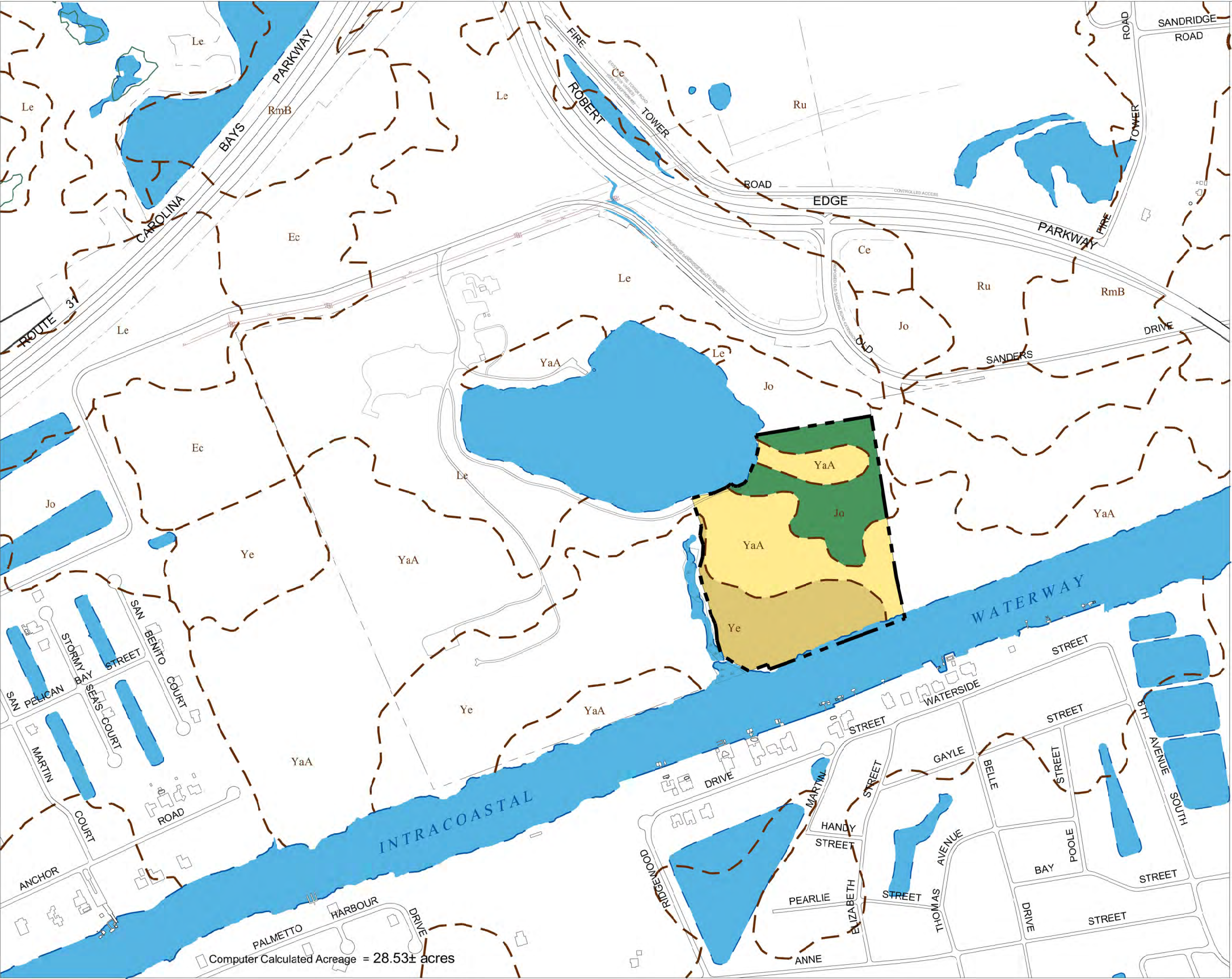
HORRY COUNTY, SOUTH CAROLINA

AERIAL PHOTOGRAPH

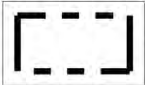
BASE MAP: 7.17.2015 .B5
CONCEPT PLAN: 7.29.2015 .JP




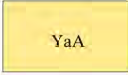
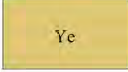
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LEGEND:

 Subject Property

Soil Legend:

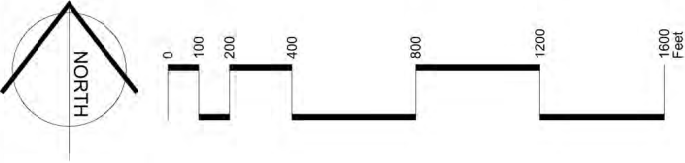
-  Jo Johnston Loam ^
-  YaA Yauhannah Fine Sandy Loam, ***
0 to 2% slopes
-  Ye Yemassee Loamy Fine Sand ***

Soil Notes:

- *** denotes Prime Farmland
- ^ denotes Hydric Soils

NOTES:

1. Property boundaries from a survey by The Brigman Company, Conway, SC.
2. Aerial photograph from Apollo Mapping; date fown February 20, 2015.
3. Topography digitized from Wampee USGS Quadrangle map; Contour interval = 5feet.
4. Soils information from USDA - NRCS National Soil Information System Database (NASIS).



SANIBEL RESORT

HORRY COUNTY, SOUTH CAROLINA

SOILS MAP

BASE MAP: 7/17/2015 .B51
CONSENT PLAN: 7/25/2013 .31



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VI. Next Steps and Activity Timeline

NALT recommends the following tasks during the first year of operation:

1. Identify Conservation Management Team to include:
 - a. Forestry Management Contractor (for native grass work)
 - b. Road maintenance contractor (general)
 - c. Site improvement/repair contractor (construction)
 - d. Lagoon edge maintenance contractor (as necessary)
 - e. Biological expertise (as necessary)
 - f. Site security contractors (as necessary)
 - g. Natural resource agencies and partners
2. Develop a list of local partners/players to open dialogue as necessary:
 - a. Local government and planning departments
 - b. Academics or natural resource partners
 - b. Local NGO partners
3. Meet with contractors on CMP Plan components to obtain bids, determine timetable for implementation
4. Draft annual Management Budget for the property (begin 3-5 year projection)
5. Implement Conservation Management Plan to include
6. Modify budget and timetables for the next five-year period.

VII. Proposed Budget (to be modified as bids are compiled)

Sample budget to be used for implementation					
Proposed 2015-2016 Budget					
	Proposed Cost	Committed	Discretionary	Notes	
Site Maintenance					
Securing site gate, locks, fencing, etc.)					
Misc (signs, hardware, etc.)					
Routine mowing					
Preserve					
ROW					
Drainage pipes					
Road repair/maintenance					
Habitat Enhancement/Land Mngmt					
Prescribed burning					
New firebreaks/trails					
Burning (labor, equip, etc.)					
Timber thinnings					
Improvement cut/transition					
Removal of regeneration stands					
Invasive species treatments					
Lagoon Management					
Water quality monitoring/treatment					
Fish stocking					
Native Grass/Prairie Restoration					
Wildlife Management					
Nuisance control (hogs, beavers, etc.)					
Healthy herd management					
Biological surveys/enhancements					
Wetland enhancement/restoration/monitoring					
Biological surveys					
Site improvement					
Building envelope/view shed ex.					
New trails					
Capital Expenditure/Amenity/Improvements					
Fishing dock/pier					
Boardwalks					
Docks					
Site inspection and management					
Total					
Total Committed					
Total Discretionary					

Appendix 1: Baseline Assessment

Sanibel Resort

Biological Assessment
Horry County, South Carolina

Prepared For:
North American Land Trust
P.O Box 467, Chadds Ford, PA 19317

Prepared By:
Peter Smith, Conservation Biologist
North American Land Trust
NC Field Office
P.O. Box 414
Boone, NC 28607
(828) 406.1583
psmith@nalt.org

July, 2015



little brown jug (*Hexastylis arifolia*)

DATES VISITED: 2015-04-29, 2015-04-30 and 2015-11-17

COUNTY: Horry

CONSERVATION AREA SIZE: ± 28.53 acres

LOCATION: Approximate property center: 33°49'58.19"N 78°41'41.85"W

UNITED STATES ECOREGION: EPA Ecoregion Level III: Middle Atlantic Coastal Plain (63); Level IV: Carolina Flatwoods (63h)

WATERSHED: Carolina Coastal-Sampit (USGS Cataloging unit: 03040207)

USGS QUAD: Wampee

GENERAL DESCRIPTION

The Sanibel Resort conservation property was surveyed during two days in April. On 04/29 Patty Kennedy (NALT) and I begin initial assessments of the tract. The following day, 04/30, I completed the initial site assessment.

Approximately 1,000 linear feet of the property borders the Atlantic Intracoastal Water (AIW). Two thirds or more of the tract is maintained as a manicured field being regularly mowed. The northwestern corner of the property borders a lake that is the result of a past sand mining operation.

The wooded portion of the property is best described as a Nonriverine Wet Hardwood Forest community. Canopy dominants include poplar (*Liriodendron tulipifera*), sweetgum (*Liquidambar styraciflua*), red maple (*Acer rubrum*), American elm (*Ulmus americana*), oaks (*Quercus* spp.), hickories (*Carya* spp.), and others. The subcanopy-shrub layer is quite dense supporting sweet bay (*Magnolia virginiana*), cane grass (*Arundinaria tecta*), pawpaw (*Asimina triloba*), dwarf palmetto (*Sabal minor*), swamp bay (*Persea palustris*), and others. The herb layer ranges from sparse to dense supporting little brown jugs (*Hexastylis arifolia*), Jack in the pulpit (*Arisaema triphyllum*), yellow jessamine (*Gelsemium sempervirens*), sedges (*Carex* spp.), lizards tail (*Saururus cernuus*), and others. The non-native-invasive Japanese honeysuckle (*Lonicera japonica*) is abundant throughout the wooded area. Several small depression ponds were observed in the forested areas. Their origin is unknown but they appear to be a natural feature of the landscape. These are notable as they represent excellent breeding and foraging habitat for a variety of herpetofauna and macroinvertebrate insect species. Numerous frogs were observed during the time of the site assessment.

No man-made structures were observed on the property.

PHYSICAL DESCRIPTION

ASPECT: Site is to flat for meaningful aspect but drains to the south and east

SLOPE: Property drains to the southeast but no meaningful slope present

ELEVATION: Approximately 20'-25'

TOPOGRAPHY: Typical outer coastal plain topography: flat

HYDROLOGY AND MOISTURE: Mesic forested land

GEOLOGY: Qso: Pleistocene: Primarily sand with clay or mud

ANIMAL HABITAT FACTORS

HABITAT HETEROGENEITY: Fairly homogeneous supporting one fair quality natural community (Nonriverine Wet Hardwood Forest)

AMPHIBIAN BREEDING SITES: Occasional. Woody debris in various states of decay and seasonally inundated depressions

DENNING SITES: None noted.

BIG TREES/LARGE CAVITIES: Occasional throughout forested areas.

MAST PRODUCING SPECIES: oaks (*Quercus* spp.), hickories (*Carya* spp.)

AQUATIC HABITAT FACTORS

HYDROLOGY: Property borders the Atlantic Intracoastal Waterway along southeastern property line

RARE, UNCOMMON OR INDICATOR SPECIES

Global, Federal, and State ranking information for rare species is maintained by the State Natural Heritage Program and the US Fish and Wildlife Service. Any rare species discussed in the following text will follow the standardized ranking system. Global ranks are defined thusly: G1 = critically imperiled globally because of extreme rarity (5 or fewer occurrences), G2 = imperiled globally because of rarity (6 to 20 occurrences), G3 = rare or uncommon (localized within range or narrowly endemic to special habitats, generally 20-100 occurrences), G4 = apparently secure, G5 = demonstrably secure, T₋ = the rank of a subspecies or variety. State rankings follow the same categories: S1 = critically imperiled in state because of extreme rarity (5 or fewer occurrences), S2 = Imperiled in state because of rarity (6 to 20 occurrences), S3 = rare or uncommon (localized within range or narrowly endemic to special habitats, generally 20-100 occurrences), S4 = apparently secure, S5 = demonstrably secure. Watchlist status is as follows: W1 = rare, but relatively secure, W2 = rare, but taxonomically questionable, W3 = rare, but uncertain documentation, W4 = rare, but believed not native, W5A = rare because of severe decline, W5B = exploited plants, W6 = regionally rare, W7 = rare and poorly known. A “?” after a ranking indicates that the ranking is uncertain. An “X” after state or global designation indicates that the species is presumed extirpated. State Designations: E = Endangered, T = Threatened, SC = Special Concern, SR = Significantly Rare, -L = Limited, -T = Throughout, -D = Disjunct, -P = Peripheral. Federal Designations: LT = Listed Threatened, LE = Listed Endangered, FSC = Federal Species of Concern

SPECIAL STATUS SPECIES PRESENT:

Partners In Flight Species Assessment Database, Species of Regional Importance

Eastern Wood Pewee (*Contopus virens*)

Ruby-throated Hummingbird (*Archilochus colubris*)

Tufted Titmouse (*Baeolophus bicolor*)

Yellow-throated Warbler (*Dendroica dominica*)

POTENTIAL FOR OTHER SPECIAL STATUS SPECIES: Surveys conducted throughout the entire growing season may reveal a few other special status species.

EXOTIC/WEEDY SPECIES: See Plant Species Observed

LANDSCAPE FACTORS

ADJACENT LAND USE/OFFSITE STRESSES: Increasing pressure for suburban sprawl and coastal resort development

RELATION/CONNECTION TO OTHER SITES: Within one airmile of NALT held Long Bay Marina Conservation Area and Carolina Bays Resort Conservation Area.

DEGREE OF THREAT/POTENTIAL FOR CHANGE: Very low other than Reserved Rights documented in the Conservation Easement document.

MANAGEMENT

A Conservation Management Plan will be prepared by the North American Land Trust post biological assessment report and baseline documentation.

PLANT SPECIES OBSERVED

Scientific Name	Common Name	Notes
<i>Acer barbatum</i>	southern sugar maple	
<i>Acer rubrum</i>	red maple	
<i>Alnus serrulata</i>	hazel alder	
<i>Ambrosia artemisiifolia</i>	annual ragweed	
<i>Ampelopsis arborea</i>	peppervine	
<i>Andropogon gerardii</i>	big bluestem	
<i>Arisaema triphyllum</i>	Jack in the pulpit	
<i>Arundinaria tecta</i>	switch cane	
<i>Baccharis halimifolia</i>	eastern baccharis	
<i>Callicarpa americana</i>	American beautyberry	
<i>Carex</i> spp.	sedges	
<i>Carpinus caroliniana</i>	ironwood	

<i>Carya glabra</i>	pignut hickory	
<i>Carya cordiformis</i>	bitternut hickory	
<i>Celtis laevigata</i>	sugarberry	
<i>Eleocharis obtusa</i>	blunt spikerush	
<i>Erigeron pulchellus</i>	robin's plantain	
<i>Eupatorium capillifolium</i>	dog fennel	
<i>Galium</i> sp.	a bedstraw	
<i>Gelsemium sempervirens</i>	yellow jessamine	
<i>Geranium carolinianum</i>	Carolina cranebill	
<i>Firmiana simplex</i>	Chinese parasol tree	non-native/invasive
<i>Hamamelis virginiana</i>	witch hazel	
<i>Hedera helix</i>	English ivy	non-native/invasive
<i>Hexastylis arifolia</i>	little brown jug	
<i>Hydrocotyle umbellata</i>	manyflower marshpennywort	
<i>Hypericum</i> sp.	a St. Johnswort	
<i>Ilex glabra</i>	inkberry	
<i>Ilex vomitoria</i>	yaupon	
<i>Juncus</i> sp.	rush	
<i>Juniperus virginiana</i>	eastern red cedar	
<i>Ligustrum lucidum</i>	glossy privet	non-native/invasive
<i>Liquidambar styraciflua</i>	sweetgum	
<i>Liriodendron tulipifera</i>	tulip tree	
<i>Lonicera japonica</i>	Japanese honeysuckle	non-native/invasive
<i>Lyonia lucida</i>	fetterbush	
<i>Magnolia virginiana</i>	sweetbay	
<i>Myrica cerifera</i>	wax-myrtle	
<i>Nuttallanthus canadensis</i>	Canada toadflax	
<i>Oenothera</i> sp.	a primrose	
<i>Osmundastrum cinnamomeum</i>	cinnamon fern	
<i>Parthenocissus quinquefolia</i>	Virginia creeper	
<i>Persea palutris</i>	swamp bay	
<i>Pinus taeda</i>	loblolly pine	
<i>Polygonum hydropiperoides</i>	swamp smartweed	
<i>Prunus serotina</i>	black cherry	
<i>Quercus michauxii</i>	swamp chestnut oak	
<i>Quercus nigra</i>	water oak	
<i>Quercus phellos</i>	willow oak	
<i>Quercus virginiana</i>	live oak	
<i>Rhus coppalinum</i>	winged sumac	
<i>Rubus</i> sp.	a blackberry	
<i>Rumex acetosella</i>	sheep sorrel	introduced

<i>Sabal minor</i>	dwarf palmetto
<i>Salvia lyrata</i>	lyreleaf sage
<i>Sassafras albidum</i>	sassafras
<i>Saururus cernuus</i>	lizard's tail
<i>Scirpus cyperinus</i>	wool grass
<i>Sisyrinchium atlanticum</i>	Atlantic blue-eyed grass
<i>Smilax bona-nox</i>	saw greenbrier
<i>Smilax rotundifolia</i>	roundleafd greenbrier
<i>Tillandsia usneoides</i>	Spanish moss
<i>Toxicodendron radicans</i>	poison ivy
<i>Triodanis perfoliata</i>	clasping Venus' looking glass
<i>Typha latifolia</i>	broadleaf cattail
<i>Ulmus americana</i>	American elm
<i>Vitis aestivalis</i>	summer grape
<i>Vitis rotundifolia</i>	muscadine grape
<i>Woodwardia areolata</i>	netted chainfern

Description of observed plants can be found at: <http://plants.usda.gov/>

ANIMAL SPECIES OBSERVED

Common Name	Scientific Name	Notes
Mammal		
Eastern Gray Squirrel	<i>Sciurus carolinensis</i>	
Opossum	<i>Didelphis marsupialis</i>	tracks
Raccoon	<i>Procyon lotor</i>	tracks
Bird		
American Crow	<i>Corvus brachyrhynchos</i>	
Barn Swallow	<i>Hirundo rustica</i>	
Blue Jay	<i>Cyanocitta cristata</i>	
Brown Thrasher	<i>Toxostoma rufum</i>	
Cattle Egret	<i>Bubulcus ibis</i>	introduced
Common Grackle	<i>Quiscalus quiscula</i>	
Eastern Kingbird	<i>Tyrannus tyrannus</i>	
Eastern Wood Pewee	<i>Contopus virens</i>	
Killdeer	<i>Charadrius vociferus</i>	
Little Blue Heron	<i>Egretta caerulea</i>	
Mourning Dove	<i>Zenaida macroura</i>	
Northern Cardinal	<i>Cardinals cardinalis</i>	
Northern Mockingbird	<i>Mimus polyglottos</i>	

Redtailed Hawk	<i>Buteo jamaicensis</i>
Ruby-throated Hummingbird	<i>Archilochus colubris</i>
Tufted Titmouse	<i>Baeolophus bicolor</i>
Yellow-throated Warbler	<i>Dendroica dominica</i>

Herpetiles

Green Anole	<i>Anolis carolinensis</i>
Green Tree Frog	<i>Hyla cinerea</i>
Southern Leopard Frog	<i>Rana sphenoccephala</i>

Butterflies

Eastern Tiger Swallowtail	<i>Papilio glaucus</i>
Gulf Fritillary	<i>Agraulis vanillae</i>
Monarch	<i>Danaus plexippus</i>
Orange Sulphur	<i>Colias eurytheme</i>
Zabulon Skipper	<i>Poanes zabulon</i>
Zebra Swallowtail	<i>Eurytides marcellus</i>

REFERENCES

Cronquist, A. 1980. Vascular Flora of the Southeastern United States Volume 1: Asteraceae. The University of North Carolina Press, Chapel Hill, NC.

NatureServe. 2013. NatureServe Explorer: An online encyclopedia of life [web application]. Version 5.0. NatureServe, Arlington, Virginia. Available <http://www.natureserve.org/explorer>. (Accessed: July 14, 2015).

Schafale, M.P. and A.S. Weakley. 2012. Classification of the Natural Communities of North Carolina: 4th Approximation. NC Department of Environment and Natural Resources, Raleigh NC.

Weakley, A.S. 2012. Guide to the Flora of the Carolinas, Virginia, and Georgia (working draft). University of North Carolina, Chapel Hill, NC.

Appendix 2: Conservation Easement

After recording please return to:
North American Land Trust
P.O. Box 467
Chadds Ford, PA 19317

Instrument#: 2015000160299, DEED BK:
3880 PG: 1524 DOCTYPE: 062 12/22/2015
at 12:51:43 PM, 1 OF 37, EXEMPT, MARION
D. FOXWORTH III, HORRY COUNTY, SC
REGISTRAR OF DEEDS

**NOTICE OF CONVEYANCE
AND TRANSFER PAYMENT
REQUIRED – SEE ARTICLE 7**

PIN: 349-00-00-0041

**CONSERVATION EASEMENT
AND
DECLARATION OF RESTRICTIONS AND COVENANTS**

THIS CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIONS AND COVENANTS ("Conservation Easement") first executed on December 15, 2015, to be effective on December 22, 2015, is made by and between **SANIBEL RESORT, LLC**, a Delaware limited liability company ("Owner"), having an address of 2200 Century Parkway, Suite 550, Atlanta, Georgia 30345, and **NORTH AMERICAN LAND TRUST** ("Holder"), a Pennsylvania non-profit corporation having an address of Post Office Box 467, Chadds Ford, PA 19317.

ARTICLE 1. BACKGROUND

- 1.1 Owner is the owner of all that certain real property (hereinafter called the "Conservation Area") in Horry County, South Carolina that consists of 28.53 acres of land, more or less, as described in the two deeds from Sanibel Harbour, LLC to Owner recorded in the office of the Registrar of Deeds of Horry County on September 3, 2015 as Instrument 2015000114769 at Deed Book 3851, page 1674 and Instrument 2015000114770 at Book 3851, page 1679, said real property being depicted on the plat recorded at Plat Book 267, page 180 in said office as Parcels A, B, D, E.
- 1.2 Holder is a non-profit corporation, having a tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter called the "Code"), which has been established as a public charity for the purpose of preserving and conserving scenic landscapes, natural habitats and environmentally sensitive areas and for other charitable, scientific and educational purposes and which is a "qualified organization" under Section 170(h)(3) of the Code (hereinafter a "Qualified Organization").
- 1.3 Preservation of the Conservation Area by this Conservation Easement shall serve the following purposes pursuant to 26 U.S.C. § 170 (h)(4)(a) and 26 CFR §1.170A-14(d)(i), (the "Conservation Purposes"):

- 1.3.1 Preservation of the Conservation Area as a relatively natural habitat of fish, wildlife, or plants or similar ecosystem; and
- 1.3.2 Preservation of the Conservation Area as open space which provides scenic enjoyment to the general public and yields a significant public benefit; and
- 1.3.3 Preservation of the Conservation Area as open space which, if preserved, will advance a clearly delineated Federal, State or local governmental conservation policy and will yield a significant public benefit.
- 1.4 The Conservation Purposes and the natural, physical or other characteristics of the Conservation Area that support and justify the Conservation Purposes (which may be hereinafter called the “Conservation Values”) have been documented and established in the reports, plans, photographs, and documents assembled by, and retained in the offices of, North American Land Trust (collectively called the “Baseline Documentation”), pursuant to 26 CFR §1.170A-14(g)(5). The Baseline Documentation describes the following Conservation Values of the Conservation Area, among others:
 - 1.4.1 The Conservation Area provides wildlife corridors, breeding habitat, foraging habitat and shelter for at least fifty species of animals.
 - 1.4.2 The Conservation Area provides the natural ecological requirements for at least one hundred fifty species of plants.
 - 1.4.3 The Conservation Area supports a Nonriverine Wet Hardwood Forest natural community.
 - 1.4.4 The Conservation Area supports emergent and forested wetland areas important to amphibian and macroinvertebrate fauna for breeding and foraging.
 - 1.4.5 The Conservation Area supports at least four bird species considered Species of Regional Importance by the Partners In Flight Species Assessment Database: Eastern Wood Pewee (*Contopus virens*), Ruby-throated Hummingbird (*Archilochus colubris*), Tufted Titmouse (*Baeolophus bicolor*), Yellow-throated Warbler (*Dendroica dominica*).
 - 1.4.6 The Conservation Area is highly visible from the Atlantic Intracoastal Waterway thus providing scenic natural view to the general public.
- 1.5 The following government conservation policies are supported by the grant of this Conservation Easement and the Conservation Values described above achieve a significant public benefit towards the fulfillment of these conservation policies:
 - 1.5.1 The Conservation Area helps to fulfill the goals of the South Carolina Forest Legacy Program, including the following specified goals: “protect river systems, wetlands, and their associated upland habitats; reduce forest fragmentation caused by development; provide buffer areas and connectivity to already protected areas; and promote Best Management Practices for forestry”.

- 1.5.2 South Carolina Code Annotated 48-59-20 et seq., states that “rapid land development and economic growth which has benefited the state’s people and economy, but has also led to the loss of forestlands, farmlands, wildlife habitats, outstanding natural areas, beaches and public areas for outdoor recreation; and has impacted the health of the state’s streams, rivers, wetlands, estuaries, and bays, all of which impacts the quality of life of the state’s current and future citizens and may jeopardize the well-being of the state’s environment and economy if not addressed appropriately.”
- 1.5.3 South Carolina Code Annotated 48-59-20 et seq., also notes that “the protection of open space by acquisition of interests in real property from willing sellers is essential to ensure that the State continues to enjoy the benefits of wildlife habitats, forestlands, farmlands, parks, historical sites, and healthy streams, rivers, bays, and estuaries; for recreational purposes, for scientific study, for aesthetic appreciation, for protection of critical water resources, to maintain the state’s position as an attractive location for visitors and new industry, and to preserve the opportunities of future generations to access and benefit from the existence of the state’s outstanding natural and historical sites.”
- 1.5.4 The Horry County Comprehensive Plan sets forth the following public Water Resource needs and goals that are advanced by the conservation of the Conservation Area by this Conservation Easement:
- (a) Maintain and improve the surface water quality for all waterbodies located in Horry County.
 - (b) Maintain and improve water quality in the coastal zone.
 - (c) Conserve the essential flood reduction, groundwater recharge, pollution filtering, and recreation functions of wetlands.
 - (d) Recognize the link between land use and water quality, use a combination of regulation and incentives to ensure that new development adequately mitigates its impacts on water quality.
 - (e) Encourage development techniques which maintain or improve water quality.
- 1.5.5 The Horry County Comprehensive Plan sets forth the following public Land Resource needs and goals that are advanced by the conservation of the Conservation Area by this Conservation Easement:
- (a) Horry County needs to protect and conserve its forests, agriculture, plant and animal habitat, and urban trees while increasing its preserved open areas, scenic areas and recreational opportunities.
 - (b) Protect, promote, and enhance, the forestlands of Horry County in a manner consistent with achieving the greatest good for its citizens.
 - (c) Recognize the fragmentation of the natural landscape that is occurring and take steps to mitigate these effects.
 - (d) The use of native species should be encouraged whenever possible.

- 1.6 Owner and Holder desire to perpetually accomplish, fulfill and protect the Conservation Purposes and conserve the Conservation Values.
- 1.7 Owner intends to grant the easement and impose the restrictive covenants on the Conservation Area as set forth in this Conservation Easement to accomplish the Conservation Purposes.
- 1.8 Owner and Holder intend that this document be a "conservation easement" as defined in the South Carolina Conservation Easement Act of 1991, as amended (the "State Conservation Easement Law"), Sections 27-8-10 et seq. of the South Carolina Code of Laws.

NOW, THEREFORE, for no consideration and as an absolute charitable gift and further in consideration of the above premises, the mutual covenants, terms, conditions, restrictions, and promises contained in this Conservation Easement, and intending to be legally bound hereby, Owner hereby voluntarily, unconditionally and absolutely grants and conveys unto Holder, its successors and assigns, the easements, covenants, prohibitions, and restrictions set forth in this Conservation Easement, in perpetuity, to accomplish the Conservation Purposes. Holder hereby accepts the grant of such easement and the right to enforce such covenants, prohibitions and restrictions and agrees to hold such easements and rights exclusively for the Conservation Purposes and to enforce the terms of the covenants, prohibitions and restrictions set forth in this Conservation Easement.

ARTICLE 2. GRANT OF EASEMENT

Owner hereby voluntarily, unconditionally and absolutely grants and conveys unto Holder, its successors and assigns, a perpetual conservation easement and easement in gross over the Conservation Area for the purpose of preserving and protecting the Conservation Purposes and enforcing the restrictive covenants set forth below. In addition, Owner hereby grants and conveys unto Holder, its successors and assigns, pursuant to 26 CFR §1.170A-14(g)(5)(ii), the easement and right of Holder and its agents to enter upon and inspect the Conservation Area for compliance with this Conservation Easement at any time and from time to time. Holder shall make a reasonable effort to give Owner notice of any such entry and inspection at least seven (7) days in advance, except in instances when Holder reasonably suspects or knows of a violation of this Conservation Easement.

ARTICLE 3. OWNER'S DECLARATION OF COVENANTS AND RESTRICTIONS

Owner, for Owner and Owner's successors and assigns, covenants and declares that the Conservation Area shall be, and hereby is, bound by and made subject to the following covenants and restrictions in perpetuity, SUBJECT TO AND EXCEPTING however the Reserved Rights which are reserved to Owner and Owner's successors and assigns, as set forth in Article 4 of this Conservation Easement:

- 3.1 Use Restrictions. The Conservation Area shall not be used for a residence or for any commercial, institutional, industrial or agricultural purpose or purposes. Among the uses

prohibited by the preceding sentence are, without limiting the meaning or interpretation of the preceding sentence, any of the following: (1) construction or occupancy of any dwellings; (2) manufacture or assembly of any products, goods, equipment, chemicals, materials or substances of any kind or nature whatsoever; (3) sale of any products, goods, equipment, chemicals, materials, substances or services of any kind or nature whatsoever; (4) storage of any products, goods, equipment, chemicals, materials or substances of any kind or nature, except if stored for use upon the Conservation Area in connection with activities not prohibited by this Conservation Easement; and (5) offices for persons involved in the sale, manufacture or assembly of goods or services or for the performance of services.

- 3.2 Structures Prohibited. No Structure (hereinafter defined) of any kind shall be built, erected, installed, placed, affixed or assembled within or upon the Conservation Area or upon any trees or other natural features upon the Conservation Area. "Structure" shall mean any assembly of material forming a construction for occupancy or use for any purpose and erected upon or attached to the ground including, for example but not to limit the foregoing definition, the following: building; platform; shed; bin; shelter; dam; dike; tower; tank; antenna; bulkhead; or paved, stone or concrete street, driveway or vehicle parking area.
- 3.3 Removal of Ground or Surface Water from Conservation Area. No ground or surface water from the Conservation Area shall be removed, collected, impounded, stored, transported, diverted or otherwise used for any purpose or use outside the Conservation Area unless approved by Holder in its sole discretion without obligation to do so nor for any purpose or use within the Conservation Area that is prohibited by this Conservation Easement.
- 3.4 Roads, Driveways, Etc. There shall not be constructed, cut, created or placed on the Conservation Area any road, driveway, cartway, path or other means or right of passage across or upon the Conservation Area. No road, driveway, cartway, path or other means or right of passage located on the Conservation Area shall be used for access to any use (whether or not upon the Conservation Area) which is prohibited by this Conservation Easement.
- 3.5 Live Trees. No cutting, removal or destruction of live trees shall be permitted upon or within the Conservation Area.
- 3.6 Signs and Similar Structures. No signs, billboards or outdoor advertising structures shall be placed, erected or maintained within the Conservation Area.
- 3.7 Land Disturbance; Mineral Extraction. There shall be no filling, excavating, dredging, surface mining, drilling or any removal of topsoil, sand, gravel, rock, peat, gas, oil, coal, other minerals or other materials, upon or from the Conservation Area; provided however that this Conservation Easement shall not prohibit production of natural gas, oil and accompanying liquids from beneath the Conservation Area provided that (a) only horizontal or similar drilling methods from surface locations not within the Conservation Area are used; (b) within the Conservation Area no surface mining or drilling methods

are used, and no pipeline construction, equipment or water storage, or other land disturbance occurs; (c) no visible or discernible impact on the surface of the Conservation Area occurs; (d) no methods shall be permitted which enter or interfere with the water bearing zones under the Conservation Area; and (e) any impact upon the biological, aquatic, hydrologic or other natural resources of the Conservation Area is prohibited.

3.8 Dumping and Pollution. There shall be no dumping of ashes, trash, garbage, or any other unsightly or offensive materials at any place on, under or within the Conservation Area. There shall be no discharge of chemicals, waste water or other pollutants onto the Conservation Area or into any permanent or intermittent water course within the Conservation Area.

3.9 Change of Topography. There shall be no change in the topography of the Conservation Area by any means or method.

3.10 Water Courses. There shall be no dredging, channelizing or other manipulation of natural water course or of any other water course existing within the Conservation Area as of the date of this Conservation Easement except that manmade drainage swales, ditches or storm water management facilities may be dredged or otherwise altered for maintenance purposes or to maintain its function for its intended purpose on the date of this Conservation Easement.

3.11 Wetland and Riparian Protection Area.

3.11.1 "Wetland and Riparian Protection Area" shall mean that part of the Conservation Area that lies within, or within 100 feet of: (a) any body of water or permanent or intermittent watercourse (including but not limited to any lake or pond, but excluding manmade storm water swales or ditches not fed by a spring, pond or other natural source) as defined by its banks or the mean water elevation as Holder deems relevant and appropriate in the circumstances; or (b) any wetland under the regulatory jurisdiction of the federal or state government; but does not include any area within a Building Zone (hereinafter defined).

3.11.2 There shall be no clearing, cutting or removal of live or dead trees, other clearing or removal of vegetation, clearing or removal of leaf litter or other natural detritus, or digging, earth movement or other alteration of the earth surface or topography within the Wetland And Riparian Protection Area, except that areas within the Wetland And Riparian Protection Area that are predominantly in grasses on the date of this Conservation Easement may be mowed.

3.11.3 Owner shall be responsible for ascertaining the boundaries of the Wetland And Riparian Protection Area, at Owner's expense, in consultation with Holder, before undertaking any action that is or may be prohibited in the Wetland And Riparian Protection Area. If the banks of a water course are not clearly defined then Holder shall, in its reasonable discretion, establish a line of the mean water elevation to substitute for that purpose upon request by Owner, relying on available topographic, hydrologic information, and other maps and relevant

information. Owner shall bear the expense of any survey or field work necessary to establish the line.

- 3.11.4 Any approvals by Holder of Reserved Rights to be conducted within the Wetland And Riparian Protection Area, if permitted under this Conservation Easement subject to approval by Holder, shall be granted by Holder only if Holder concludes that the Reserved Rights shall have no material adverse effect on the habitat within the Wetland And Riparian Protection Area and thus on the Conservation Values and Conservation Purposes pertaining to the Wetland And Riparian Protection Area.
- 3.12 Soil Erosion and Sedimentation Control. All activity on the Conservation Area shall be conducted so as to avoid the occurrence of soil erosion and sedimentation of streams or other water courses. Without limitation of the foregoing, Owner and Holder shall, in identifying practices that will prevent soil erosion and sedimentation, refer to the soil conservation practices as then established or recommended by the Natural Resources Conservation Service of the United States Department of Agriculture or any successor governmental office or organization performing the same function within the United States government, as approved by Holder.
- 3.13 Non-Native Plant Species. There shall be no introduction of plant species within the Conservation Area except those that are native to the area in which the Conservation Area is located or that are recognized as non-invasive horticultural specimens or fruit orchard trees.
- 3.14 Transfers of Development Rights or Development Density Credits. The Conservation Area may not be used as open space for purposes of obtaining or qualifying for governmental approval of any subdivision or development on lands outside the boundaries of the Conservation Area nor, without limitation of the foregoing, may the Conservation Area be used in the calculation of the amount or density of housing units or other construction for development or other impervious ground coverage on lands outside the boundaries of the Conservation Area or for sale by Owner.
- 3.15 No Subdivision. There shall be no subdivision or other division of the Conservation Area into one or more lots, tracts or parcels of land under separate ownership.
- 3.16 Notice of Exercise of Reserved Rights. As required by 26 C.F.R. § 1.170A-14(g)(5)(ii), Owner shall notify Holder in writing before exercising any Reserved Right that may impair the conservation interests associated with the Conservation Area.
- 3.17 Preservation of Conservation Area. The parties recognize that this Conservation Easement cannot address every circumstance that may arise in the future, and the parties agree that the purpose of this Conservation Easement is to preserve the Conservation Values of the Conservation Area and to fulfill the Conservation Purposes in accordance with 26 U.S.C. § 170(h). Without limiting the preceding covenants and restrictions, and in fulfillment of the requirements of 26 CFR §§1.170A-14(g)(i) and 170A-14(e)(2), any right, use or activity which is not reserved in Article 4 of this Conservation Easement and

which is inconsistent with the Conservation Purposes or which materially threatens the Conservation Purposes is prohibited.

- 3.18 Restrictions Cumulative. The prohibitions and restrictions in this Conservation Easement shall be considered cumulative. No prohibition or restriction contained herein shall be interpreted as a limitation on the meaning, effect, interpretation or enforceability of another prohibitive or restrictive provision.

ARTICLE 4. RESERVED RIGHTS

Owner reserves for Owner and Owner's successors and assigns who may now or hereafter be an owner of all or part of the Conservation Area the rights set forth in this Article 4 (the "Reserved Rights"). Owner and Holder intend that these Reserved Rights and the activities and uses which are described below as the Reserved Rights are exceptions to the prohibitions and restrictions set forth in Article 3 and, hence, may be conducted as described below without having an adverse effect on the Conservation Purposes; except, however, that none of the Reserved Rights shall supersede the protections of the Wetland And Riparian Protection Area set forth in Article 3 except with the approval of Holder which may be given or withheld in its discretion. A Reserved Right to "construct" a Structure or other improvement shall include the right to maintain, repair, replace, use, and occupy such Structure or improvement for the purpose and within the limitations stated in this Article.

4.1 Buildings in Building Zone.

- 4.1.1 Subject to the limitations in this Section, within the area described as the "Building Zone" in Exhibit "A" attached to and incorporated in this Conservation Easement (the "Building Zone"), Owner may construct: (a) either one Residence (hereinafter defined) or one Resort Residential Building (hereinafter defined) but not both and (b) one Recreational Building (hereinafter defined).
- 4.1.2 "Residence" shall mean single family dwelling. The single family dwelling and all Structures customarily accessory to residential use, such as a shed, kennel, garage, gazebo, septic system, well, or swimming pool, which are also permitted, shall be constructed within a Building Area (hereinafter defined) to be identified and located within the Building Zone as provided below. Use of the Residence may include, without limitation, customary home occupations such as an office for a home-based business or a craft business such as furniture making, provided that the business is actively operated by one or more of the residents of the permitted dwelling and that the business use does not occupy more than one half of the space within the buildings in the Building Area in which the business use is contained.
- 4.1.3 "Resort Residential Building" shall mean a building containing no more than one kitchen and up to 12 bedrooms, for use by any persons, whether or not for compensation, as the Owner may choose. The Resort Residential Building shall be constructed within a Building Area to be identified and located within the

Building Zone as provided below. The parking area for the Resort Residential Building shall be located within the Building Area.

4.1.4 A “Recreational Building” shall mean one building having up to 2,500 square feet in ground coverage area for use in recreational activities and social gatherings and that may contain a kitchen but shall have no bedrooms or similar living accommodations nor be used for a hotel, lodging, residence or other place of human habitation. The Recreational Building shall be within the Building Zone in the location approved by Holder, but need not be within the Building Area.

4.1.5 A “Building Area” shall mean and be identified and located, with Holder’s approval, as follows:

- (a) The Building Area shall be no more than one and one-half (1.5) acres in area and shall be located entirely within the Building Zone.
- (b) The location and dimensions of the Building Area and the permitted roads and driveways serving the Building Area shall have been reviewed and approved by Holder.
- (c) The description of the Building Area and, when approved by Holder, acknowledgment of the review and approval of the Building Area by Holder shall be set forth in a written document, signed by duly authorized officers of Holder and by Owner, which shall be recorded in the same place of public record in which this Conservation Easement was recorded.

4.1.6 In addition to the foregoing permitted uses, within a Building Zone Owner may:

- (a) remove vegetation and perform grading to the extent reasonably necessary to facilitate the construction and use of the buildings and other Structures permitted in this Section;
- (b) install landscaping and other vegetation (including ornamental gardens) and irrigation system;
- (c) construct storm water drainage systems; and
- (d) install roads, driveways, utilities, and walkways.
- (e) Any permitted clearing or construction shall be done so as to minimize the impact on surrounding vegetation, and shall be done in accordance with best management practices.

4.2 Road and Driveway. Owner may construct a road and driveway for access to the Building Zone and the Building Area within the Building Zone in a location or locations approved by Holder. Parking areas shall be located only within a Building Area. The width of the road and driveway and any area of land disturbance, grading or tree removal

for such driveway shall be no greater than the minimum necessary to meet any legal requirements or, to the extent no legal requirements apply or are lawfully waived, the minimum practicable consistent with sound engineering techniques and methods.

- 4.3 Alternative Energy Structures. Owner may construct Structures to generate energy for the conduct of any of the permitted activities in the Conservation Area, provided that the energy is derived from a natural source such as solar or wind energy, substantially all of the energy produced is consumed on the Conservation Area for the permitted uses and not sold or otherwise transferred for use off of the Conservation Area, and the location and appearance of any such Structures are approved by Holder.
- 4.4 Picnic Shelters and Areas. Owner may construct, within or outside of the Building Zone, in locations approved by Holder, roofed shelters for outdoor picnicking and similar outdoor recreation uses provided they are open, without walls, on at least three sides and that the aggregate ground coverage area of all such shelters shall not exceed 2,500 square feet for all shelters. Owner may construct picnic tables and benches, charcoal cooking grills, fire pits or rings, and similar Structures commonly associated with outdoor picnicking and similar outdoor recreation. This ground coverage limitation shall not apply to such buildings within a Building Area.
- 4.5 Buildings for Storage. Owner may construct, within or outside of the Building Zone, in locations approved by Holder, buildings for storage of equipment and materials used in the maintenance of the Conservation Area, also commonly referred to as a shed or barn, provided that the aggregate ground coverage area of all such buildings shall not exceed 2,000 square feet in locations approved by Holder. This ground coverage limitation shall not apply to such buildings within a Building Area.
- 4.6 Unpaved Vehicle Trails. Owner may also construct unpaved vehicle trails for limited vehicular access to the areas of the Conservation Area otherwise inaccessible by vehicle for use in maintenance, emergency access, and other permitted uses of the Conservation Area if the following requirements and conditions are satisfied: (a) the surface of such trails shall remain pervious (such as dirt or gravel); (b) such trails shall be located, to the extent possible, in the path of forestry roads existing on the date of this Conservation Easement; (c) the width of the area cleared for such trails shall not exceed that which is necessary for a single lane of vehicular traffic; (d) and such trails shall be otherwise constructed in a manner to avoid unnecessary tree removal and land disturbance; (e) if such trails require any grading or change in topography, then such grading shall blend into the natural topography of the Conservation Area, shall control erosion, and shall be of a design and location approved, in advance, by the Holder in its discretion; and (f) Holder approves the proposed service vehicle trail based on the foregoing requirements.
- 4.7 Trails and Raised Walkways. Owner may construct trails or paths for nature education and outdoor recreation purposes if the following requirements and conditions are satisfied: (a) the surface of the trail shall remain pervious (such as dirt, wood chips or gravel); (b) the trail shall be located, to the extent possible, in the path of a trail or forestry road existing on the date of this Conservation Easement; (c) the width of the area cleared and improved for the trail shall not exceed that which is necessary for pedestrian

or equestrian use; and (d) the trail shall be otherwise constructed in a manner to avoid unnecessary tree removal, grading and other land disturbance. Owner may construct raised walkways (but not bridges or similar structures for motor vehicle use) for access to any or all of the land within the Conservation Area if the following requirements and conditions are satisfied: (a) it can be demonstrated to Holder that it is not feasible to use any existing walkway or pathway or to improve any existing walkway or pathway for such access purpose; (b) Owner shall comply with all other covenants and restrictions of this Conservation Easement; and (c) Holder approves the proposed walkway based on the foregoing requirements.

- 4.8 Permitted Work within a Wetland And Riparian Protection Area. Owner may, with the approval of Holder, dredge or otherwise manipulate previously-altered natural or manmade water courses within the Wetland And Riparian Protection Area or perform work, including the removal of vegetation or disturbance of land, within the Wetland And Riparian Protection Area if necessary to (a) maintain wetlands existing on the Conservation Area, (b) restore wetlands previously existing on the Conservation Area, or (c) restore natural stream channel morphology and natural wetland hydrology.
- 4.9 Participation in Ecological Programs. Owner may participate in, and retain revenue from, future conservation, preservation, or mitigation programs involving ecological assets, including but not limited to, carbon sequestration credits, wetland and stream credits, endangered species credits, water quality credits, and ground water credits, located within the Conservation Area, even if protected by this Conservation Easement, so long as (a) such participation does not require any use or action upon the Conservation Area that is prohibited by this Conservation Easement (nor is any such use or action permitted by this Section); (b) any approval by Holder required by this Conservation Easement for any use or action permitted by this Conservation Easement is obtained; (c) the uses and the Conservation Purposes that are intended to be protected by this Conservation Easement remain protected as provided in this Conservation Easement; and (d) notice is provided to Holder at least 30 days before Owner enters into any agreement by which Owner will be legally obligated to participate in any such program.
- 4.10 Subdivision and Allocation of Reserved Rights. Owner may, with prior approval from Holder, subdivide the Conservation Area into lots for separate conveyance and ownership. Holder's review and decision whether to approve subdivision shall take into consideration the effect of the proposed lot boundaries and intended transfer upon the Conservation Purposes, the lot size and combination with any Structure or Reserved Rights that would be most likely to promote the long term care, maintenance and stewardship of the Conservation Area, and the burdens of monitoring and enforcing this Conservation Easement. Holder shall cooperate with Owner to identify at least one subdivided lot for the Residence permitted within the Building Zone with boundaries acceptable consistent with the foregoing considerations. Subdivision shall result in no addition to or other amendment of the Reserved Rights and any parcel subdivided from out of the Conservation Area shall remain under and subject to this Conservation Easement. Owner acknowledges that, if the Conservation Area is subdivided, Reserved Rights which are limited in number or area must be allocated between the lots resulting

from such subdivision. In connection with any subdivision or partition of the Conservation Area by any means, the following procedures shall apply:

- 4.10.1 Owner shall allocate, but not increase, such Reserved Rights between or among the lots resulting from such subdivision. Such allocation shall be set forth in a document which shall be subject to review and approval by Holder and which shall be recorded in the place of public record in which this Conservation Easement has been recorded before any conveyance of an interest in the lots resulting from such subdivision. Such allocation shall specifically identify, with respect to number or the allowable ground coverage, how much of the unused coverage or other Reserved Rights permitted by this Conservation Easement will be allocated to the respective lots.
- 4.10.2 If Owner fails to make such allocation in a written document for such purpose before conveying title to or any beneficial interest in any of the lots resulting from such subdivision, then the Reserved Rights, whether or not built, shall be allocated proportionately among the lots resulting from such subdivision, in proportion to the relative area of such lots, as determined by Holder in its discretion, it being understood that this allocation shall not result in allowing any increase in the Reserved Rights.
- 4.10.3 After any subdivision of the Conservation Area and conveyance of one or more lots resulting from such subdivision, and subject to Holder's prior approval thereof (such approval not to be unreasonably withheld, consistent with and taking into consideration the fulfillment of the Conservation Purposes and the preservation of the Conservation Values), the owners of such respective lots may mutually agree among themselves to re-allocate, but not increase, such Reserved Rights in a manner different from the original allocation as determined above, provided that such allocation or re-allocation of Reserved Rights as among such lots does not result in any increase in Reserved Rights, is reflected in a document that is signed by all owners of such lots and by Holder and is recorded in the place of public record in which this Conservation Easement has been recorded. The form and content of any such document shall be subject to Holder's review and approval.

4.11 Fences and Boundaries.

- 4.11.1 Owner may construct fences, provided that no fence shall be permitted if, in the reasonable opinion of Holder, it impairs the scenic view into the Conservation Area in any material respect. Any fence that shall be visible from the Intracoastal Waterway accessible to the public shall be approved by Holder before construction.
- 4.11.2 Nothing in this Conservation Easement shall prohibit Owner from identifying (by survey or marking) and otherwise maintaining visual indications of the boundary lines around the perimeter of the Conservation Area to protect the Conservation Area from trespassing and to assist Owner in the management and supervision of

the management of the Conservation Area in accordance with this Conservation Easement.

- 4.12 Wildlife Stands, Nests and "Blinds". Owner may construct a reasonable number of wildlife hunting or observation stands and "blinds" and houses, nests or perches for birds or other wildlife; provided that in the construction of any such Structure Owner shall comply with all other covenants and restrictions of this Conservation Easement.
- 4.13 Existing Structures. Structures existing on the Conservation Area on the date of this Conservation Easement, whether or not such Structure would be permitted to be constructed on the Conservation Area under these Reserved Rights, may, nevertheless, be repaired, restored or replaced but only within the vertical and horizontal dimensions in which the Structure existed on date of this Conservation Easement, but with no change of use except to a use that would be permitted under this Conservation Easement in its location, provided however that an existing structure located within the Building Zone shall not be subject to the limitations on dimensions in this Section but instead shall be subject to the covenants and restrictions imposed on any Structure located within the Building Zone.
- 4.14 Utility Installations. Owner may construct facilities normally used in connection with supplying utilities, removing sanitary sewage effluent and controlling storm water runoff if the following requirements and conditions are satisfied: (a) such facilities may only be constructed and used to serve the uses, Structures and improvements permitted under the terms of this Conservation Easement; (b) all such facilities be located underground to the extent feasible; (c) all such construction and maintenance is conducted in a manner designed to produce no material adverse effect on the Conservation Purposes; and (d) Holder approves the proposed utility facility based on the foregoing requirements.
- 4.15 Wildlife Harvesting and other Outdoor Activities Not Prohibited. Nothing in this Conservation Easement shall be construed to limit the right of Owner to: hunt with or without dogs, shoot, fish, trap, conduct field trials, train dogs, or conduct ecotourism activities or other outdoor recreational activities on the Conservation Area; trap or otherwise capture and remove any invasive species or harmful pest that might negatively impact the populations of game or native wildlife on the Conservation Area; use motorized vehicles for any such purpose provided such use does not violate an expressed prohibition in this Conservation Easement; or lease all or any portion of the Conservation Area for any of such activities.
- 4.16 Tree Cutting and Forest Management. Owner shall have the right, for the benefit of Owner and Owner's representatives, agents, contractors, subcontractors, licensees, and lessees, to conduct the following activities within the Conservation Area if the requirements of this Section are met:
- 4.16.1 A live tree that has been damaged or disturbed by forces of nature or by disease or that is evidently at risk of falling may be cut and removed if such tree presents a threat of injury to persons or livestock or other property or blocks a trail, road or other means of access to any part of the Conservation Area.

- 4.16.2 Trees may be removed to the most limited extent necessary to construct the Structures and other improvements expressly permitted in this Conservation Easement, according to a plan approved in advance by Holder.
- 4.16.3 Early successional tree species may be selectively removed within areas existing in a meadow condition at the time this Conservation Easement is granted, for the purpose of preserving such areas as meadow.
- 4.16.4 "Forestry Activities" shall mean (i) harvesting, cutting, removal and sale of trees and forest products (including, but not limited to, trees, logs, poles, posts, pulpwood, firewood, chips, seeds, bark, pinestraw, stumps and other forest products); (ii) planting and growing of trees for the foregoing purposes; (iii) treating trees with herbicides, pesticides and fertilizer customarily used in the forest industry; (iv) constructing forest skid trails in connection with tree harvesting operations; (v) placing or storing sawdust, bark, sawtimber, logs, or other forest products in the Conservation Area; (vi) conducting prescribed burning; and (vii) undertaking such activities as may be necessary to facilitate production of forest products or to protect forest health and (viii) removing trees to establish wildlife food plots up to a maximum area of five (5) acres and in locations approved by Holder. Owner may conduct Forestry Activities only if all of the following requirements are met:
- (a) Forestry Activities shall not be conducted within the Wetland and Riparian Buffer Protection Area, within mixed hardwood forest outside the Wetland And Riparian Protection Area or within areas reasonably determined by Holder to be Freshwater Emergent Wetland or Forested and Shrub Wetland except (i) in accordance with a Forest Management Plan and (ii) only for the purpose of promoting the maturing and ecological enhancement of forest conditions. In determining areas that are Freshwater Emergent Wetland or Forested and Shrub Wetland Holder may refer to the methodology used by the U.S. Fish & Wildlife Service for its National Wetland Inventory or similar methodology selected by Holder, though the area need not be shown as such on a National Wetland Inventory map.
 - (b) Before conducting Forestry Activities Owner shall prepare a tree harvest and forest management plan (the "Forest Management Plan"). The Forest Management Plan shall be submitted to and approved by Holder.
 - (c) The Forest Management Plan must address and provide information regarding the following matters in such detail as Holder may reasonably request: the proposed location of harvesting activity, wetland delineation within the harvest area, harvesting plans and protocols, proposed road locations and design standards, erosion control measures, and replanting plans and schedule. The Forest Management Plan shall also contain: a statement of Owner's forest

management objectives and goals, including the Forest Management Objectives (hereinafter defined); forest stand descriptions, including species composition, age classes and, where available, soil types; a forest stand map; and an outline of proposed silvicultural practices.

- (d) The Forest Management Plan must be prepared at Owner's expense by qualified natural resource personnel (e.g. a registered forester), who are experienced in the preparation of forest management plans.
- (e) The Forest Management Plan shall be prepared in a manner that is designed to achieve the following purposes and forest management objectives (collectively, the "Forest Management Objectives"): (i) minimizing insect infestation; (ii) identifying and protecting habitat for exceptionally rare, threatened or endangered species; (iii) avoidance of water pollution from Forestry Activities, erosion or sedimentation; (iv) protection of the Conservation Values and fulfillment of the Conservation Purposes; (v) promotion of sustainable forestry; (vi) assuring artificial or natural regeneration of the forest in both sufficient quantity and quality; (vii) compliance with all applicable federal, state and local laws, rules, orders and regulations; (viii) identifying strategies to promote wildlife habitat and private recreational activities permitted by this Conservation Easement; and (ix) compliance with then-current best management practices published by the South Carolina Forestry Commission or its successor ("BMPs"). In the event of a conflict between the preceding Forest Management Objectives, the protection of the Conservation Values and fulfillment of the Conservation Purposes shall be the paramount consideration.
- (f) All Forestry Activities shall be conducted in accordance with (a) the Forest Management Plan; (b) BMPs; and (c) this Conservation Easement.

4.17 Signs. Owner may construct a reasonable number of signs of the following types:

- 4.17.1 regulatory or directional signs including, for example but not for limitation of the foregoing, "no trespassing" signs, "no gunning" signs, or "no hunting" signs;
- 4.17.2 signs stating the common name of the Conservation Area, the names and addresses of the occupants or both;
- 4.17.3 signs advertising or directing participants to an activity permitted under the provisions of this Conservation Easement;
- 4.17.4 signs identifying the interest of Owner or Holder in the Conservation Area; and
- 4.17.5 signs educating the public as to the ecology of the area.

Notwithstanding the foregoing, any sign that is greater than four square feet in surface area and visible from the Intracoastal Waterway shall be prohibited unless such sign shall have no material adverse effect upon the Conservation Purposes and such sign is approved in writing by Holder.

- 4.18 Maintenance of Roads, Trails, Etc. Owner may maintain in passable condition the Structures, roads, trails or walkways existing within the Conservation Area at the date of this Conservation Easement or, if applicable, constructed pursuant to the Reserved Rights in this Article 4, by such activities as the following: the pruning trees or other vegetation which threaten the safety of persons who may use or maintain the road, trail or walkway; installing or applying materials necessary to correct or impede erosion; grading earth to maintain a passable condition or to control or impede erosion; replacing existing culverts, water control structures and bridges; and dredging roadside swales and ditches.
- 4.19 Docks. Owner may construct one dock, and walkways and pathways to such dock, for personal, common or shared use. The location and design of the dock, walkway and pathway shall be as approved by Holder prior to construction. The dock must be constructed and placed in a manner and location as will have no material adverse effect upon the Conservation Values or the Conservation Purposes, including sensitive elements of the ecosystem such as rare species nesting and foraging habitat, rare plant populations or exemplary natural communities.
- 4.20 Notice and Approval Before Exercise of Certain Reserved Rights. None of the Reserved Rights for which the approval of Holder is expressly required in any Section of this Article 4 may be exercised or undertaken unless Owner has first satisfied the following conditions and requirements:
- 4.20.1 Owner shall notify Holder in writing before exercising any of such Reserved Rights.
- 4.20.2 Holder must be satisfied, as evidenced by its prior written approval of Owner's proposed exercise of a Reserved Right, that any use or activity done in the exercise of the Reserved Right will meet the requirements and conditions for such Reserved Right, will have no material adverse effect on the Conservation Purposes or on the Conservation Values or other significant environmental features of the Conservation Area, will not alter or permit the alteration, disturbance or destruction of the use of the Conservation Area that is intended to be protected by this Conservation Easement.
- 4.20.3 Notwithstanding anything in this Conservation Easement to the contrary, if Owner undertakes to exercise a Reserved Right or other action, without prior approval of Holder, where such approval is expressly required under this Conservation Easement, then such exercise of the Reserved Right by Owner may be treated by Holder, in Holder's sole discretion, as an action that was prohibited by this Conservation Easement as fully as if the Reserved Right or other right was not contained in, or reserved to Owner under, this Conservation Easement. Should Holder elect, in its discretion, to decline to assert this prohibition and to

waive a violation of the Conservation Easement arising solely from Owner's failure to seek and obtain Holder's approval before exercising a Reserved Right or other right where such approval is required, Holder shall not be thereby obligated to do so in any future circumstance or event and Holder's waiver shall not be construed to require any waiver in a subsequent instance.

- 4.20.4 Notwithstanding the foregoing, in the event the Conservation Area is affected or in imminent danger of being affected by casualty damage resulting from an Act of God, fire or other event beyond Owner's control then the prior approval requirements of this Section shall be waived as to any action that would otherwise require such approval but which must be undertaken by Owner immediately in order to prevent loss, damage or injury to persons or property or to prevent ecological damage to the Conservation Area or neighboring property (an "Emergency Restoration Action"); provided that Owner makes a good faith effort to notify Holder prior to undertaking such Emergency Restoration Action and to keep Holder informed of its ongoing actions.
- 4.20.5 Holder's prior written approval of the exercise of Reserved Rights for which approval of Holder is required shall be obtained, conditionally obtained or declined according to the procedure provided in this Section. At least forty-five (45) days before Owner begins, or allows, any exercise of Reserved Rights on the Conservation Area Owner must notify Holder in writing of Owner's intentions to do so; provided, however that Holder may, upon written request, reduce the period of time for notice of the proposed exercise of Reserved Rights for simpler requests, in Holder's discretion. Such notice must include plans depicting, in such detail as Holder requests, the construction or other use or activity, and location thereof, which Owner intends to undertake. Owner may also be required to present to Holder for review any applications to, and approvals or permits issued by, any governmental entity that is required for the exercise of the Reserved Right for which Holder's approval is sought. Holder may request additional information or details not provided by Owner regarding Owner's proposed exercise of Reserved Rights as Holder reasonably believes necessary to determine compliance with this Article. Holder shall not be obligated to accept or respond to any request for approval of a Reserved Right if the Owner is then in violation of this Conservation Easement in any material respect. Holder shall have thirty (30) days from receipt of the notice or, if later, any additional information regarding the proposed use or activity requested by Holder, in which to make one of the following determinations:

- (a) Approve Owner's proposed exercise of a Reserved Right in accordance with the materials submitted by Owner ("Approval"). Approval on such terms shall constitute a covenant by Owner to exercise the Reserved Right solely in accordance with the notice and other information submitted to Holder; which covenant shall be enforceable by Holder as fully as if set forth in this Conservation Easement.

- (b) Approve Owner's proposed exercise of a Reserved Right in accordance with the materials submitted by Owner but subject, however, to such qualifications and conditions as Holder may impose in its notice of approval. Such qualifications and conditions shall be limited to those which Holder deems necessary to: assure compliance by Owner with any of the express covenants or restrictions of this Conservation Easement, preserve and protect the Conservation Purposes or restrict Owner's exercise of the Reserved Rights to that which Owner has represented to Holder. Approval on such terms shall constitute a covenant by Owner to exercise the Reserved Right, if at all, only in accordance with the notice and other information submitted to Holder, as modified or supplemented by the qualifications and conditions that Holder imposed; which covenant shall be enforceable by Holder as fully as if set forth in this Conservation Easement.
 - (c) Decline to grant approval of Owner's proposed exercise of a Reserved Right on the basis of the notice and other materials submitted. Should Holder decline to grant approval Holder shall set forth in writing its reasons.
- 4.20.6 Holder shall exercise reasonable judgment in applying the standards of review and approval for the exercise of Reserved Rights, consistent with and taking into consideration the fulfillment of the Conservation Purposes and the preservation of the Conservation Values.
- 4.20.7 Holder may grant, with or without conditions, approval for recurrent exercises of Reserved Rights, particularly but not necessarily limited to activities of a de minimis nature, if Holder concludes that doing so will have no material adverse effect on the Conservation Purposes or on the burden on, and effectiveness of, Holder's monitoring and enforcement. Such approval must be in writing and shall, as with other approvals of the exercise of Reserved Rights, be limited to the description of the proposed exercise of Reserved Rights in Owner's proposal as modified or limited by the conditions in Holder's written approval.
- 4.20.8 In the event that Holder's approval is required and Holder fails to respond within the time period specified forth above and further fails to respond within ten days after a second written request by Owner to Holder, then the Holder shall be deemed to have granted Approval (as defined above) unless the activity for which approval is required is plainly prohibited by this Conservation Easement.
- 4.20.9 Owner shall be responsible for obtaining all necessary government permits and approvals for any activity for which Holder's approval is required and Holder shall have the right, but not the obligation, to require that such permits and approvals be produced for inspection by Holder before Holder's approval is granted or as a condition to approval.

- 4.20.10 Owner shall be responsible, as a condition of the right to exercise the Reserved Rights for which the approval of Holder is expressly required, for payment of Holder's reasonable costs and expenses, including legal and consultant fees, associated with review of Owner's request for approval; provided, however, that (a) Holder shall not incur expenses for its own staff or administrative time for review that can be conducted in Holder's office and (b) Holder will notify Owner before incurring any costs or expenses which it believes Owner may be obligated to pay under this Section though Holder shall not be required to predict the exact amount of the cost or expense. Holder may condition consideration of a proposal for exercise of Reserved Rights upon the deposit of a sum of money with Holder to secure payment of Holder's reasonable costs of review. The time period for Holder's consideration of Owner's request shall not run until such deposit is made.
- 4.20.11 While the parties believe that each of the Reserved Rights as to which Holder's prior approval is required can be exercised in some manner without adverse effect on the Conservation Purposes of this Conservation Easement, no assurance is given that the above Reserved Rights may be exercised in specifically the manner as Owner might initially propose without having an adverse effect on the Conservation Purposes or other significant ecological values of the Conservation Area. The foregoing procedure is established for the purpose of making that determination.
- 4.20.12 In consideration for Holder accepting the perpetual responsibility and obligation to review the proposed exercise of Reserved Rights by Owner, Owner hereby waives, for Owner, and Owner's successors, legal representatives, and assigns, to the fullest extent allowed by law, any and all right to seek or recover damages from Holder in any litigation or other legal action arising from a dispute over Holder's exercise of its rights, obligations or interpretations under this Article 4 and agrees that the sole remedy or legal right to seek redress arising from any decision of Holder pursuant to this Article 4 shall be to seek a declaratory judgment or other legal declaration by a court of competent jurisdiction as to the rights of Owner hereunder.
- 4.21 Rights of Ownership Generally. Owner retains, not as a Reserved Right but incidental to its ownership of the Conservation Area, in addition to the Reserved Rights set forth in this Article, all rights accruing from ownership of the Conservation Area, including the right to engage in or permit others to engage in all uses of the Conservation Area except to the extent prohibited, restricted, limited or conveyed to Holder according to the terms of this Conservation Easement, including the rules of construction and interpretation of this Conservation Easement; subjected to procedures set forth in this Conservation Easement; or provided in applicable law.

ARTICLE 5. HOLDER'S COVENANTS

- 5.1 Best Efforts to Enforce. Holder shall use its best efforts to enforce both the rights granted to it and the restrictions imposed upon the Conservation Area under this Conservation Easement.
- 5.2 Inability to Enforce: Procedure. If at any time Holder is unable to enforce this Conservation Easement or if Holder or any successor or assignee of Holder's rights under this Conservation Easement ceases to exist or ceases to be a Qualified Organization and if, within a reasonable period of time after the occurrence of any of these events, Holder or any successor or assignee fails to assign all of its rights and responsibilities under this Conservation Easement to a Qualified Organization and "holder", then the rights and responsibilities under this Conservation Easement shall become vested in and fall upon another Qualified Organization in accordance with a proceeding before, and the order of, any court of competent jurisdiction.
- 5.3 Assignment by Holder. Notwithstanding the foregoing or anything else in this Conservation Easement to the contrary, Holder and its successors and assigns shall have the right to assign, either wholly or partially, its right, title and interest hereunder provided that (a) the assignee is a Qualified Organization; (b) the assignee shall hold the Conservation Easement exclusively for the Conservation Purposes; and (c) the assignee agrees that the Conservation Purposes continue to be carried out. Holder agrees to notify Owner of its intent to assign the Conservation Easement, including disclosing the identity of the intended assignee, at least 30 days prior to such assignment and to offer Owner, during such period after notice and until assignment, an opportunity to comment on, but not approve or disapprove, such assignment.

ARTICLE 6. REMEDIES AND ENFORCEMENT

- 6.1 Remedies Generally. Holder shall have the right to enforce by proceedings at law or in equity each and every one of the covenants and restrictions set forth in this Conservation Easement. The foregoing shall not limit any of the rights or remedies available to Holder as specifically set forth in any law or in this Conservation Easement. Holder's remedies described in this Conservation Easement shall be cumulative and concurrent and shall be in addition to all remedies now or hereafter available or existing at law or in equity.
- 6.2 Violation of Conservation Easement. If Holder determines that this Conservation Easement is being or has been violated or that a violation is threatened or imminent then the following provisions shall apply:
- 6.2.1 Holder must notify Owner of the violation. Holder's notice may, in Holder's discretion, include its recommendations of measures to be taken by Owner to cure the violation and restore features of the Conservation Area damaged or altered as a result of the violation.
- 6.2.2 Holder shall afford Owner a period to cure the violation before undertaking action in court to enforce the Conservation Easement, provided, however, that no cure

period is required if circumstances require prompt action to prevent or mitigate irreparable harm or alteration to, or destruction of, any natural resource or other feature of the Conservation Area described in the Conservation Purposes and Conservation Values.

- 6.2.3 Owner's cure period shall expire thirty (30) days after the date of Holder's notice to Owner subject to extension for the time reasonably necessary to cure but only if all of the following conditions are satisfied: (a) Owner ceases the activity constituting the violation promptly upon receipt of Holder's notice; (b) Owner and Holder agree in writing, within the initial thirty (30) day period, upon the measures Owners will take to cure the violation; (c) Owner commences to cure within the initial thirty (30) day period; and (d) Owner continues thereafter to use best efforts and due diligence to complete the cure measures that Holder and Owner have agreed upon in writing. In no event shall Holder be obligated, notwithstanding the foregoing, to allow a cure period of more than 90 days.
- 6.3 Remedy of Specific Performance. Without limitation of any other rights of Holder in this Conservation Easement, Holder's right of enforcement of this Conservation Easement shall include the right to seek specific performance by Owner of the restoration of the Conservation Area to its condition at the time of the donation of the Conservation Easement as required by 26 C.F.R. § 1.170A-14(g)(5)(ii) or to its condition prior to any activity that violates this Conservation Easement or as otherwise may be necessary to remedy any violation of any easement, covenant, prohibition or restriction in this Conservation Easement, as Holder may elect.
- 6.4 Non-Binding Mediation. Any dispute, controversy or claim arising out of, or related to, this Conservation Easement shall be subject to mediation in accordance with this Section. If Owner and Holder are unable to resolve any dispute, controversy or claim, they shall first submit the dispute, controversy or claim to an independent third party mediator acceptable to them. Unless agreed to by Owner and Holder, neither of them shall be required to participate in mediation sessions exceeding a total of eight (8) hours as to any one dispute, controversy or claim. The cost of the mediation shall be split equally between the parties. The mediation process may be initiated by either Owner or Holder upon written request to the other. If Owner and Holder cannot agree on a mediator within fifteen (15) days of the written request, either Owner or Holder may file a request for mediation with the American Arbitration Association ("AAA") office nearest the Conservation Area, and selection of the mediator shall proceed under the Rules then established by the AAA. Within ten (10) days of selection of the mediator, Owner and Holder shall submit a written summary of its position to the mediator, with any other reasonable documentation it believes is relevant to the dispute. These submissions will be exchanged between Owner and Holder. At a time and place convenient to Holder and Owner, but not later than thirty (30) days after submission of written materials to the mediator, Owner and Holder shall meet with the mediator, discuss any nonbinding recommendations the mediator may have, and attempt in good faith to resolve the dispute. In the event Owner and Holder have not resolved the dispute, controversy or claim within thirty (30) days of the meeting with the mediator, Owner and Holder shall each have the right to initiate legal proceedings concerning such dispute, controversy or

claim without further notice to the other. If Owner or Holder breaches this obligation by refusing to participate in the mediation process outlined above (and in accordance with the established schedule), the other shall be entitled to initiate legal proceedings immediately on any dispute, controversy or claim. The content of any documents, discussions, negotiations, offers made, offers declined, settlements proposed, mitigations suggested or proposed or other matters that arise or that are produced during the mediation shall not be admissible as evidence or used as argument in any contemporaneous or subsequent legal proceeding. Notwithstanding anything in this Section to the contrary, the requirements of this Section: (a) do not create or give rise to any independent or substantive rights or cause of action not otherwise expressly set forth in this Conservation Easement and (b) shall not apply, nor shall be construed to limit or delay the right of Holder to commence and pursue litigation to enforce this Conservation Easement, in regard to any dispute, controversy or claim arising from a violation of this Conservation Easement that, in the sole and independent judgment of Holder, represents an ongoing or imminent material adverse impact upon the Conservation Values or the Conservation Purposes or upon the ultimate ability of the Owner to restore the condition of the Conservation Area.

- 6.5 Remedy of Damages. If Owner violates this Conservation Easement in such a manner as to cause damage to, extract or remove any trees, mineral resources, pond, wetland, stream, or other natural resource protected by this Conservation Easement, including violation resulting from failure to obtain Holder's approval, Holder shall be entitled to payment of damages in the amount of the value of the protected natural resource; provided, however, that if the natural resource effected by the Owner's violation of this Conservation Easement can be restored to its condition prior to the violation and if Owner does restore the natural resource to its condition prior to the violation within a time period accepted by Holder in writing, then Holder shall accept such restoration in lieu of damages. Holder may seek payment and recovery of such damages by any means available at law. The value of the protected natural resource shall be the greater of (a) the market value of the resource or, (b) the cost of immediate restoration of the Conservation Area and all resources to its condition prior to the violation. If such restoration is not reasonably possible then double the market value of the resource shall be the amount of liquidated damages. If the resource does not have a readily determinable market value then the amount of damages shall be the amount which a court having jurisdiction may determine, taking into account the importance of the resource to the fulfillment of the Conservation Purposes. Nothing in this Section is intended to limit, waive or release Holder's right to seek specific performance or other equitable remedy.
- 6.6 Rights and Remedies in Relation to Third Parties. As the owner of a real property interest under this Conservation Easement, Holder shall have the right, without limitation of any rights herein as against Owner, to assert and enforce any of the rights and remedies in this Conservation Easement against any person or entity other than Owner that engages in any action upon the Conservation Area that constitutes a violation of any of the covenants or restrictions of this Conservation Easement, whether such person or entity enters upon the Conservation Area as a tenant, guest or invitee of Owner, by an act of trespass or by any claim of right and Owner shall cooperate with Holder by joining in any action or proceeding commenced by Holder for such purpose.

- 6.7 Remedy: Failure to Pay Certain Charges. If Owner fails to pay any assessments, fees, fines, levies, penalties, taxes, and other charges imposed by a government, governmental agency, or governmental authority that can become a lien on the Conservation Area or upon this Conservation Easement or the rights it represents or that it grants to Holder (collectively, "Governmental Charges"), Holder may, but shall have no obligation to, pay such Governmental Charges or any part thereof upon ten (10) days after sending written notice to Owner, according to any bill, statement, or estimate procured from the appropriate public office. Payment made by Holder shall become a lien on the Conservation Area in favor of Holder upon payment by Holder and shall bear interest until Holder is paid by Owner at the rate of twelve percent (12%) per annum or at the highest rate of interest per annum as is allowed by applicable law, whichever is less.
- 6.8 Certain Events Not a Violation. Notwithstanding anything herein to the contrary, Holder shall not bring any action seeking to enforce this Conservation Easement against Owner, nor shall this Conservation Easement be considered to have been violated by Owner, as a result of any damage to the Conservation Area if such damage was solely the result of: (a) a natural event such as an earthquake or flood, wind, lightning or other storm event, including those events commonly referred to as "acts of God"; (b) damage by persons trespassing upon the Conservation Area; or (c) any emergency measures reasonably and prudently taken by Owner to abate or mitigate significant injury to the Conservation Area as a result of any such natural event or trespass.
- 6.9 Enforcement After Permitted Subdivision. If ownership of the Conservation Area has been subdivided in accordance with this Conservation Easement such that the Conservation Area is no longer owned by one Owner and, thereafter, a violation of this Conservation Easement occurs or appears to Holder to have occurred, Holder need only give notice of violation or enforcement action to, and need only undertake legal and other enforcement action against, the owner of that portion of the Conservation Area on which the event, condition or circumstance which constitutes a violation has occurred or exists. Notwithstanding the foregoing, Holder may, in its discretion, give notice of a violation or enforcement action to, undertake enforcement action against and make a party to any legal action, such other Owners or parties as Holder deems necessary or appropriate to the correction of the violation, monitoring or management of the Conservation Area or the Conservation Easement, protection of Holder's rights, or fulfillment of the Conservation Purposes of this Conservation Easement.
- 6.10 Limitation on Certain Rights. This Conservation Easement may only be enforced by Owner and Holder and no third party beneficiary rights, rights of enforcement or other rights are created or intended to be created or granted by this Conservation Easement in or to any other person or entity, any person or entity that was once an "Owner" but is no longer an owner of the Conservation Area, the public generally or any governmental authority except to the limited extent necessary to undertake an action under Section 5.2 or as required by statute (and only to the extent such statute cannot be waived by agreement of Holder and Owner). Owner and Holder do not intend that this Conservation Easement be or create a trust. Without limitation of the foregoing, no person or entity that has been an Owner shall have any rights under this Conservation Easement after such Owner has conveyed that Owner's legal ownership interest in the

Conservation Area and no person or entity that is an Owner as to a part of the Conservation Area shall have any rights under this Conservation Easement as to any part of the Conservation Area not owned by that Owner.

- 6.11 Reimbursement of Expenses of Enforcement. In the event that Holder acts, after violation of the Conservation Easement, to enforce this Conservation Easement or any obligation hereunder, all reasonable expenses incurred by Holder shall be charged to and paid by Owner, including reasonable attorneys' fees regardless of whether an action or proceeding is commenced and whether incurred before or after the expiration of any cure period provided in this Conservation Easement; except however that Owner shall not be responsible to Holder for costs of a frivolous action by Holder or an action brought in bad faith by Holder, as determined by a court of competent jurisdiction. All such reasonable expenses, together with costs of collection (including reasonable attorneys' fees), shall be recoverable by Holder and be subject to collection by all lawful means for the collection of a debt under the law of the state in which the Conservation Area is located.
- 6.12 No Merger of Title. Notwithstanding anything to the contrary in this Conservation Easement, should Holder become an Owner of any portion of the Conservation Area, this Conservation Easement shall not merge with any interest in the Conservation Area upon conveyance to Holder and title shall be transferred subject to the continued validity and enforceability of this Conservation Easement in accordance with the laws of the State in which the Conservation Area is located. In such event the rights of Holder under this Conservation Easement as to the portion of the Conservation Area owned by Holder shall forthwith be transferred to a Qualified Organization in accordance with Section 5.3. or, if necessary, 5.2.
- 6.13 Reimbursement of Expenses of Litigation. Owner acknowledges that for the fulfillment of Owner's purposes and intentions for this Conservation Easement, Owner requires Holder to accept perpetual obligations for the interpretation and enforcement of this Conservation Easement and that, pursuant to 26 CFR § 1.170A-14(c), Holder must maintain its reserve capacity to enforce this Conservation Easement. It is therefore agreed that, should Owner or anyone acting by, through, under or on behalf of Owner, commence litigation against Holder to enforce any rights hereunder or to dispute any actions or inaction of Holder, to enforce any alleged duty or obligation of Holder hereunder or to seek damages or specific performance against Holder then unless Holder is finally determined by a court of competent jurisdiction, beyond right of appeal, to have acted contrary to the terms of this Conservation Easement and to have failed to exercise reasonable judgment taking into account the Conservation Purposes, the Conservation Values and the circumstances of which Holder had actual knowledge at the relevant time, then Owner shall reimburse Holder on demand for all reasonable costs and expenses, including attorney's fees, reasonably incurred by Holder in its defense in such litigation. Holder shall not be considered to have failed to exercise reasonable judgment as aforesaid solely based on the fact that Holder did not or does not prevail in legal proceedings or that Holder is determined to have adopted an interpretation of this Conservation Easement not accepted by the court.

- 6.14 No Waiver of Rights of Enforcement. The failure of Holder to exercise any of its rights under this Conservation Easement on any occasion shall not be deemed a waiver of said rights and Holder retains the right in perpetuity to require full compliance by Owner of the covenants and restrictions in this Conservation Easement.

ARTICLE 7. GENERAL PROVISIONS

- 7.1 Owner and Holder Further Defined. The term Owner used in this Conservation Easement shall mean and include the above-named Owner and any of Owner's successors or assigns, whether one or more, that are the legal owners of the Conservation Area or any part thereof as to such part of the Conservation Area. The term Holder used in this Conservation Easement shall mean and include the above-named Holder and its successors and assigns, it being understood and agreed that any assignee of the rights of Holder hereunder must be a Qualified Organization and shall carry out the obligations of Holder and the intent of this Conservation Easement.
- 7.2 Vesting of Real Property Interest. This Conservation Easement gives rise to a real property right and interest immediately vested in Holder with a fair market value that is at least equal to the proportionate value that this Conservation Easement at the time of this gift bears to the value of the Conservation Area as a whole at that time. That proportionate value of the Holder's property rights shall remain constant. The fair market value of this Conservation Easement shall be the difference between the fair market value of the Conservation Area unrestricted by this Conservation Easement and the fair market value of the Conservation Area as restricted by this Conservation Easement.
- 7.3 Rules of Construction and Interpretation. The parties recognize the environmental, scenic and natural values of the Conservation Area and have the common purpose of preserving these values. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to promote, protect and fulfill the Conservation Purposes and the policies and purposes of Holder. If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with the Conservation Purposes that would render the provision valid should be favored over any interpretation that would render it invalid. If any provision of this Conservation Easement is determined by final judgment of a court having competent jurisdiction to be invalid, such determination shall not have the effect of rendering the remaining provisions of this Conservation Easement invalid. The parties intend that this Conservation Easement, which is by nature and character primarily prohibitive (in that Owner has restricted and limited the rights inherent in ownership of the Conservation Area), shall be construed at all times and by all parties to promote, protect and fulfill the Conservation Purposes.
- 7.4 Indemnification. Owner covenants and agrees to indemnify, defend, reimburse, and hold harmless Holder, its directors, officers and employees from, for and against any Loss (hereinafter defined) to the extent such Loss arose from an Indemnified Cause (hereinafter defined). A "Loss" shall mean any loss, cost, liability, penalty, fine, or damage of any kind or nature whatsoever which Holder or any of its directors, officers or employees may reasonably be concluded to have suffered, paid or incurred. The term

“cost” shall include, but shall not be limited to, reasonable attorneys’ fees and witness and court fees. An “Indemnified Cause” shall mean any of the following: the violation or alleged violation of any law in, upon or involving the Conservation Area by Owner or anyone acting by, for, through or under the direction of Owner, including but not limited to any tenant, contractor, agent, licensee or invitee of Owner; any tax or assessment upon the Conservation Area or upon this Conservation Easement or the rights it represents or that it grants to Holder; any death or injury to any person occurring on or about the Conservation Area; any lien or attempts to enforce a lien asserted against the Conservation Area; the costs of performing any work on the Conservation Area; any loss or damage to any property on or about the Conservation Area; or any lawsuit or governmental administrative or law enforcement action which is commenced or threatened against Holder or any of its directors, officers or employees or to which any of the foregoing are made a party or called as a witness; but notwithstanding the foregoing, “Indemnified Cause” shall not include any cause which results from Holder’s own acts which are finally determined by a court to have been the result of bad faith, negligence or willful misconduct of Holder. It is further agreed that no person shall have an indemnification obligation or liability under this Section as to any Indemnified Cause which arises entirely and solely from events which occurred after such person is no longer the legal owner of the Conservation Area or any part thereof and is no longer in possession of the Conservation Area or any part thereof (it being understood that one or more subsequent Owners shall have such indemnification, defense, reimbursement, and holding harmless obligation).

- 7.5 Responsibilities and Liabilities of Owner. Without limitation of anything herein to the contrary, Owner shall (a) retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operations, upkeep, and maintenance of the Conservation Area, including the general liability insurance coverage and obligation to comply with applicable law and (b) pay all Governmental Charges.
- 7.6 Allocating Proceeds Following Extinguishment of Conservation Easement. It is the intention of the parties that no change in conditions, including for example but not for limitation of the foregoing changes in the use of properties adjoining or in the vicinity of the Conservation Area, will at any time or in any event result in the extinguishment of any of the covenants, restrictions or easements contained in this Conservation Easement. If, however, notwithstanding the foregoing intention, any cause or circumstance gives rise to the extinguishment of this Conservation Easement or a material term or provision hereof by judicial proceeding then Holder, on any subsequent sale, exchange or involuntary conversion of the Conservation Area, shall be entitled, as required in 26 CFR 1.170A-14(g)(6)(ii), to a portion of the proceeds at least equal to the proportionate value that the Conservation Easement at the time of this gift bears to the value of the Conservation Area as a whole at that time, unless state law provides that the Owner is entitled to the full proceeds from the conversion without regard to the terms of this Conservation Easement. All such proceeds received by Holder shall be used in a manner consistent with the Conservation Purposes.
- 7.7 Allocating Proceeds of Condemnation. Whenever all or part of the Conservation Area is taken by exercise of eminent domain by public, corporate or other authority so as to

abrogate the restrictions imposed by this Conservation Easement, Owner and Holder shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All reasonable expenses incurred by Owner and Holder, including reasonable attorneys' fees, in any such action shall be paid out of the recovered proceeds. Holder shall be entitled to a portion of the recovered proceeds proportioned to Holder's real property interest and shall use such proceeds in a manner consistent with the Conservation Purposes. The respective rights of the Owner and Holder set forth in Section 7.6 and this Section 7.7 shall be in addition to and not in limitation of, any rights they may have in common law with respect to a modification or termination of this Conservation Easement by reason of changed conditions or the exercise of powers of eminent domain as aforesaid.

- 7.8 Covenants, Etc. Run With The Land. This Conservation Easement and all of the covenants, indemnifications, releases, easements and restrictions set forth in this Conservation Easement shall run with the land and be binding upon Owner and Owner's successors and assigns, unless otherwise expressly provided in this Conservation Easement.
- 7.9 Limitation on Owner Liability. An Owner shall be and remain liable, even after ownership has been transferred, for any breach or violation of this Conservation Easement if, but only if, such breach or violation occurred during such time as such Owner was the legal or equitable owner of, or is in possession of, the entire Conservation Area or that part of the Conservation Area on which the breach or violation occurred.
- 7.10 Effect On Mortgages and Other Liens. All mortgages, deeds of trust and other liens or encumbrances upon all or any part of the Conservation Area which either come into existence or are recorded in the place for the recording of such liens or encumbrances after the date of this Conservation Easement will be subject to and subordinate to this Conservation Easement.
- 7.11 Right of Conveyance Retained; Notice Required. Nothing in this Conservation Easement shall limit the right of Owner, Owner's successors or assigns to grant or convey the Conservation Area, provided that any such grant or conveyance shall be under and subject to this Conservation Easement. Owner shall notify Holder in writing of any sale, transfer, lease or other disposition of the Conservation Area or any part thereof, whether by operation of law or otherwise, not later than 30 days after such disposition and such notice shall include a copy of the deed, lease, or other declaration of transfer, the date of transfer, and the name or names and addresses for notices of the transferee.
- 7.12 Transfer Payment. In consideration of the perpetual obligations assumed by Holder in this Conservation Easement, the costs of which are unpredictable, including, but not necessarily limited to, the obligations to travel to and inspect the Conservation Area for compliance with this Conservation Easement, communicate with present and future owners and respond to questions and other matters, and maintain financial resources for the enforcement of compliance when necessary in fulfillment of Holder's obligation to be a Qualified Organization under 26 CFR §1.170A-14(c)(1), and in consideration of Owner's desire to support Holder in its charitable mission with respect to the

Conservation Area and other properties in which Holder may have accepted conservation easement restrictions, Owner agrees for itself, Owner's successors and assigns, that there shall be paid to Holder the Transfer Payment (hereinafter defined) at the time of each Qualifying Transfer (hereinafter defined) in the manner set forth herein.

- 7.12.1 The "Transfer Payment" shall be the amount equal to one percent (1.0%) of the Purchase Price (hereinafter defined) of the Conservation Area or part thereof, the improvements on the Conservation Area and all of the other land and improvements that are included in the Qualifying Transfer.
- 7.12.2 A "Qualifying Transfer" shall mean the conveyance of legal title to the Conservation Area or any part thereof, the improvements on the Conservation Area, and any other land and improvements which are conveyed by the same deed of conveyance with which the Conservation Area or part thereof is conveyed.
- 7.12.3 The "Purchase Price" shall be the sum of all of the following given in consideration for a Qualifying Transfer: (a) payment of money, (b) transfer of real or personal property or other tangible consideration, (c) purchase money indebtedness, and (d) the assumption of indebtedness. Owner shall be obligated to provide to Holder a true and correct copy of the agreement of sale pertaining to the Qualifying Transfer or other documents verifying the Purchase Price to the reasonable satisfaction of Holder.
- 7.12.4 In the event of a Qualifying Transfer in which all or part of the consideration to seller is in the form of real or personal property rather than the payment of money, purchase money indebtedness or assumption of indebtedness, the Purchase Price shall include an amount equal to the fair market value of such real or personal property given in consideration for the Qualifying Transfer as determined by a qualified appraiser approved by Holder in its reasonable judgment. Appraisals used in the determination of the Purchase Price shall be based upon the guidelines and ethical standards of the Appraisal Institute, as then in effect, for the type of property involved. However, Owner and Holder may, if they so elect in their discretion, without obligation to do so, accept an alternate method of establishing the value of property including by contemporaneous agreement.
- 7.12.5 Purchase Price shall not impute fair market value to that portion of a Qualifying Transfer that is a gift, devise, bequest or other transfer not involving consideration by the payment of money, transfer of real or personal property, purchase money indebtedness or assumption of indebtedness.
- 7.12.6 The Transfer Payment shall not be applicable to a Qualifying Transfer into a corporation, limited liability company or general or limited partnership where the Owner that is the transferor receives all of the shares of the transferee entity as consideration and receives no other consideration.
- 7.12.7 The obligation for payment of the Transfer Payment shall be binding upon the Owner that is the transferor in the Qualifying Transfer and the purchaser or

grantee that is the transferee in the Qualifying Transfer, all of whom shall be jointly and severally liable for the payment of the Transfer Payment, and also shall be binding upon their respective successors and assigns, and shall run with the land until paid.

- 7.12.8 The Transfer Payment shall be paid to Holder at or before the time of transfer of legal title as aforesaid. The amount of any Transfer Payment not paid in the amount and at the time required herein shall, (a) accrue interest payable to Holder in the amount of twelve percent (12%) per annum and (b) constitute, together with the accrued interest, to the extent permitted by applicable law, a lien on the Conservation Area in favor of the Holder until paid in full, provided that such lien shall not be superior to any mortgage, deed of trust or other lien that was executed, recorded and otherwise validly established against the Conservation Area prior to the date of the Qualifying Transfer.
- 7.12.9 Owner shall be liable for reasonable attorneys' fees and other costs of collection reasonably incurred by Holder in the enforcement of this Section.
- 7.12.10 If and to the extent the law of the state in which the Conservation Area is located so requires in order to preserve the validity of this Section, it is agreed that the Transfer Payment shall not apply to any Qualifying Transfer that occurs after the lifetime plus twenty-one (21) years of any biological child of Andrew L Johnson, Vice President of the North American Land Trust.
- 7.12.11 Without limitation of any other provision of this Conservation Easement, neither the validity of this Section nor compliance with or enforcement of this Section shall have any bearing whatever on the validity or enforceability of any other provision of this Conservation Easement.
- 7.13 Managerial Control Retained by Owner. Nothing in this Conservation Easement shall be construed as giving rise to any right or ability of Holder to exercise physical or managerial control over day-to-day operations of the Conservation Area, or any of Owner's activities on the Conservation Area, or otherwise to become an operator with respect to the Conservation Area within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.
- 7.14 Compliance With Law. Notwithstanding provisions hereof to the contrary, if any, Owner shall be solely responsible for complying with all federal, state and local laws and regulations in connection with the conduct of any use of the Conservation Area or the erection of any Structure permitted hereunder, and Owner shall be solely responsible for obtaining any required permits, approvals from the relevant governmental authorities in connection therewith.
- 7.15 Public Access Not Created. Nothing in this Conservation Easement shall be construed to create any right of access to the Conservation Area by the public.
- 7.16 Notices. All notices required of Owner under the terms of this Conservation Easement, and all requests for the approval by Holder, shall be in writing shall be deemed to have

been given when either served personally or when sent by certified mail, with return receipt requested and postage prepaid, addressed to Holder at the address set forth on the first page of this Conservation Easement or such other address provided by notice from Holder or Owner to the other for the purpose. Notices by Holder to an Owner need only be given to the Owner of the portion of the Conservation Area that is the subject of the notice.

- 7.17 Headings. The underlined headings preceding the Sections in this Conservation Easement are intended for convenience of reference only and shall not be applied in the construction or interpretation of the substance of this Conservation Easement nor shall any such headings be construed to add to, detract from or otherwise alter the substance, meaning, force or effect of any of the Sections in this Conservation Easement.
- 7.18 Availability or Amount of Tax Benefits. Holder makes no warranty, representation or other assurance regarding the availability, amount or effect of any deduction, credit or other benefit to Owner or any other person or entity under United States or any state, local or other tax law to be derived from the donation of this Conservation Easement or other transaction associated with the donation of this Conservation Easement. This donation is not conditioned upon the availability or amount of any such deduction, credit or other benefit. Holder makes no warranty, representation or other assurance regarding the value of this Conservation Easement or of the Conservation Area. As to all of the foregoing, Owner is relying upon Owner's own legal counsel, accountant, financial advisor, appraiser or other consultant and not upon Holder or any legal counsel, accountant, financial advisor, appraiser or other consultant of Holder. In the event of any audit or other inquiry of a governmental authority into the effect of this donation upon the taxation or financial affairs involving Owner or Owner's successors or assigns or other similar matter then Holder shall be reimbursed and indemnified for any cost or expense of any kind or nature whatsoever incurred by Holder in responding or replying thereto.
- 7.19 Warranties and Representations of Owner. By signing this Conservation Easement, Owner acknowledges, warrants and represents to Holder that:
- 7.19.1 Owner has received and fully reviewed the Baseline Documentation in its present form in its entirety.
- 7.19.2 The Baseline Documentation includes, among other things:
- Naturalist's Report on the Conservation Area.
 - Environmental Conditions Map of the Conservation Area.
 - Photographs of current site conditions on the Conservation Area.
 - Narrative description of the significant ecological and other conservation values and characteristics of the Conservation Area.
 - Topographic map of the Conservation Area
- 7.19.3 The Baseline Documentation is an accurate representation of the condition of the Conservation Area at the time of granting this Conservation Easement.

- 7.19.4 Owner has had the opportunity to be represented by counsel of Owner's selection, and fully understands that Owner is hereby permanently relinquishing property rights which would otherwise permit Owner to have a fuller use and enjoyment of the Conservation Area.
- 7.19.5 The undersigned individual or individuals signing as or on behalf of Owner has all legal authority to enter into this Conservation Easement and perform all of the obligations of Owner hereunder, as the binding act of Owner.
- 7.19.6 Owner is seized of the Conservation Area in fee simple title. Owner has the right to grant and convey this Conservation Easement. The Conservation Area is free and clear of any Deed of Trust, Mortgage and any other liens and monetary encumbrances except: (a) liens for taxes not yet due and payable and (b) Deed of Trust or Mortgage liens that are subordinate to this Conservation Easement by virtue of the executed form of Joinder and Consent of Lienholder attached hereto and incorporated herein.
- 7.19.7 There are no recorded or unrecorded leases or other agreement for the production of minerals or removal of timber from the Conservation Area which would, if any of the activities permitted under such lease or other agreement was undertaken by Owner, violate the covenants or restrictions in this Conservation Easement or otherwise defeat the Conservation Purposes.
- 7.19.8 Owner has, to the extent Owner in Owner's discretion has deemed appropriate, investigated with all due diligence the cost, practicality, right, and ability to use and improve the Building Zone according to the Reserved Rights permitted within the Building Zone under this Conservation Easement, as such use and improvement may be affected by zoning, other governmental regulation, access, availability of utilities, soil conditions, geology, topography, other physical and environmental conditions, and any other factor or condition. As to the cost, practicality, right, and ability of Owner to use and improve the Building Zone as and to the extent permitted in this Conservation Easement, Holder makes no warranty or representation, has no obligation, gives no assurance, and is released by Owner, Owner's successors and assigns from any liability and claims, both compensatory and consequential.
- 7.20 State Conservation Easement Law. This Conservation Easement shall be a "conservation easement" under, and shall be governed by, the State Conservation Easement Law and Holder shall have all of the rights and powers of a "Holder" under the State Conservation Easement Law.
- 7.21 Governing Law. This Conservation Easement shall be governed by and construed under the law of the state in which the Conservation Area is located.

TO HAVE AND TO HOLD the easements and rights set forth in this Conservation Easement unto Holder, its successors and assigns, for its own use and benefit forever.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Holder have executed this Conservation Easement intending this Conservation Easement to be effective on the date of the last signature below.

SANIBEL RESORT, LLC

By: Sanibel Resort Management, LLC, a Delaware limited liability company, its Manager


By: EcoVest Sanibel Resort, LLC, a Delaware limited liability company, its Manager

By: EcoVest Capital, Inc., a Delaware corporation, Its Sole Member

Witness:



By:


Robert M. McCullough, Sr. Vice President
and Chief Financial Officer, Secretary and
Treasurer

Witness:

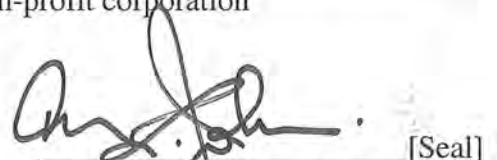


NORTH AMERICAN LAND TRUST
a non-profit corporation

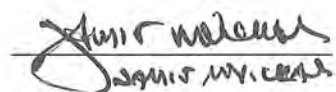
Witness:


Matthew Stutzman

By:

 [Seal]
Andrew L. Johnson, Vice President


Witness:


JENNIFER M. CARR

State of Georgia

County of Cherokee

The foregoing instrument was acknowledged before me this 16th day of December, 2015 by Robert M. McCullough, Senior Vice President, Chief Financial Officer, Secretary and Treasurer of EcoVest Capital, Inc., which is the Sole Member of EcoVest Sanibel Resort, LLC, which is Manager of Sanibel Resort Management, LLC, which is Manager of SANIBEL RESORT, LLC a Delaware limited liability company, on behalf of the company.



Notary Public

My commission expires:

10/9/2017



STATE OF PENNSYLVANIA

:

:

COUNTY OF CHESTER

:

On this, the 15th day of December, 2015, before me, a Notary Public in and for the State of Pennsylvania, the undersigned officer, personally appeared Andrew L. Johnson, who acknowledged himself to be the Vice President of North American Land Trust, a Pennsylvania Non-Profit Corporation, and that he as such officer, being authorized to do so, executed the foregoing conservation easement for the purposes therein contained by signing the name of the corporation by himself as Vice President.

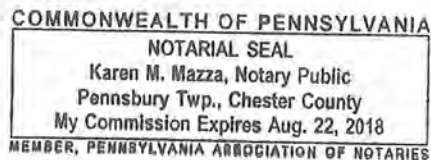
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

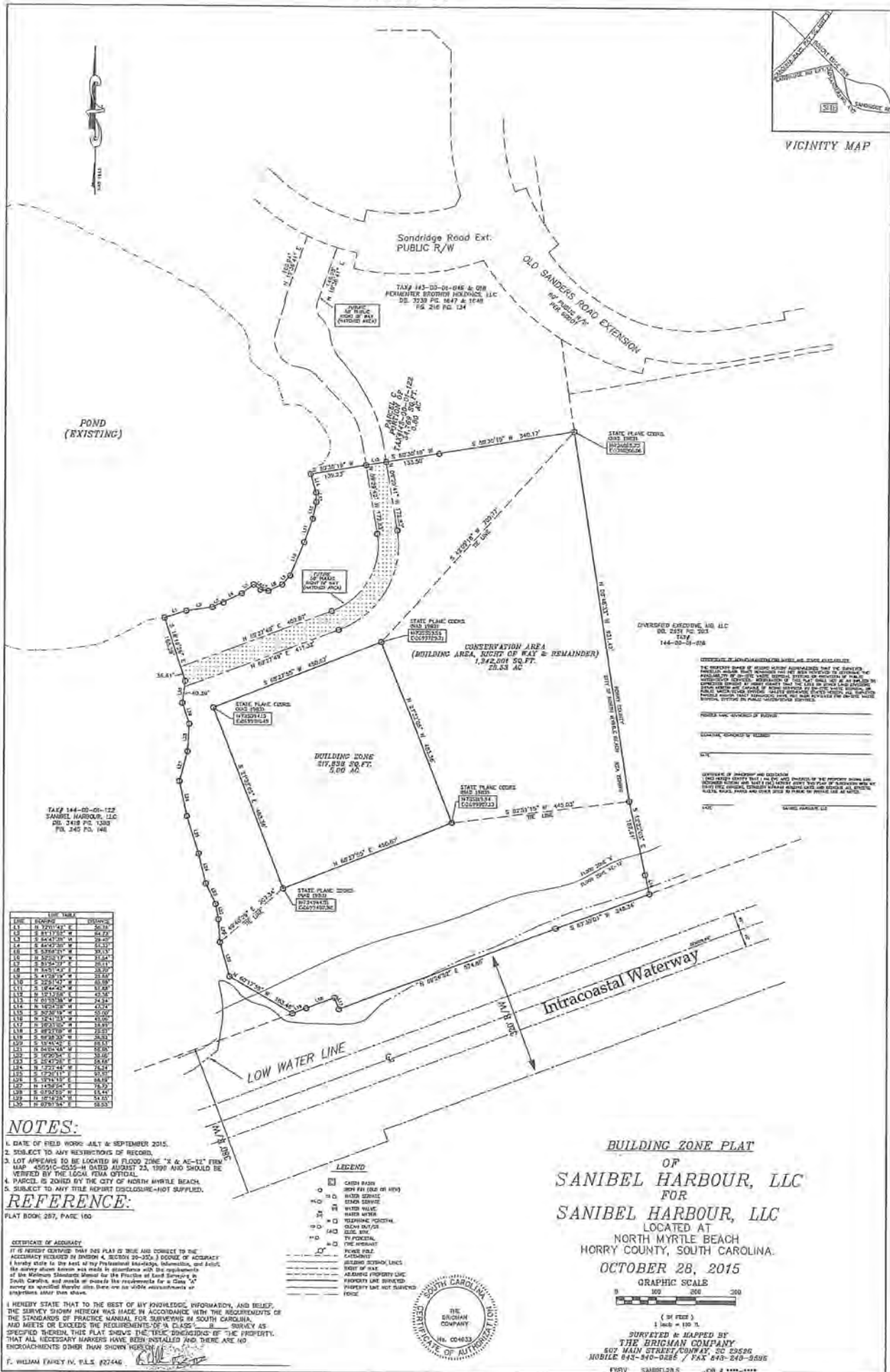
(Seal)



Notary Public

My commission expires: AUG. 22, 2018





STATE OF SOUTH CAROLINA

COUNTY OF HORRY

)
)
)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The Easement being granted is described as "Conservation Easement and Declaration of Restrictions and Covenants, between Sanibel Resort, LLC and North American Land Trust dated December 22, 2015.
3. The deed is exempt from the deed recording fee because (See Information section of affidavit):

SC Code Section 12-24-40 (1) - Value Less than One Hundred (\$100.00) Dollars

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor
5. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sanibel Resort, LLC

BY: Sanibel Resort Management, LLC, Manager

BY: Ecovest Sanibel Resort, LLC, Manager

BY: Ecovest Capital, Inc., Sole Member

By: [Signature]

Robert M. McCullough, Sr. Vice President and Chief
Financial Officer

Sworn to before me this 21st
day of December, 2015.

[Signature]
Notary Public for Georgia
My Commission Expires: 10/9/2017



INFORMATION

Except as provide in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayer may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to a fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

References

Cronquist, A. 1980. Vascular Flora of the Southeastern United States Volume 1: Asteraceae. The University of North Carolina Press, Chapel Hill, NC.

NatureServe. 2013. NatureServe Explorer: An online encyclopedia of life [web application]. Version 5.0. NatureServe, Arlington, Virginia. Available <http://www.natureserve.org/explorer>. (Accessed: July 14, 2015).

Schafale, M.P. and A.S. Weakley. 2012. Classification of the Natural Communities of North Carolina: 4th Approximation. NC Department of Environment and Natural Resources, Raleigh NC.

Weakley, A.S. 2012. Guide to the Flora of the Carolinas, Virginia, and Georgia (working draft). University of North Carolina, Chapel Hill, NC

Clemson University, SC Waterways, Shorescaping Freshwater Shorelines
http://www.clemson.edu/extension/hgic/water/resources_stormwater/shoreline_plants_in_south_carolina_waterfronts.html

Plant Conservation Alliance fact sheet invasive species,
<http://www.nps.gov/plants/alien/fact/loja1.htm>

Control options for Chinese Privet, <http://www.aces.edu/pubs/docs/A/ANR-1468/ANR-1468.pdf>

Native Florida Wildflowers, Craig N. Huegel, PhD
<http://hawthornhillwildflowers.blogspot.com/2015/08/lecontes-thistle-cirsium-lecontei.html>

Louisiana Department of Wildlife and Fisheries,
http://www.wlf.louisiana.gov/sites/default/files/pdf/fact_sheet_plant/31794-Cirsium%20lecontei/cirsium_lecontei.pdf

Native Warm Season Grasses for GA, AL, SC;
http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs144p2_021520.pdf