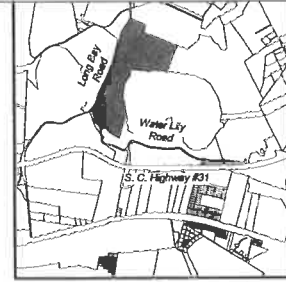


# Exhibit "A"

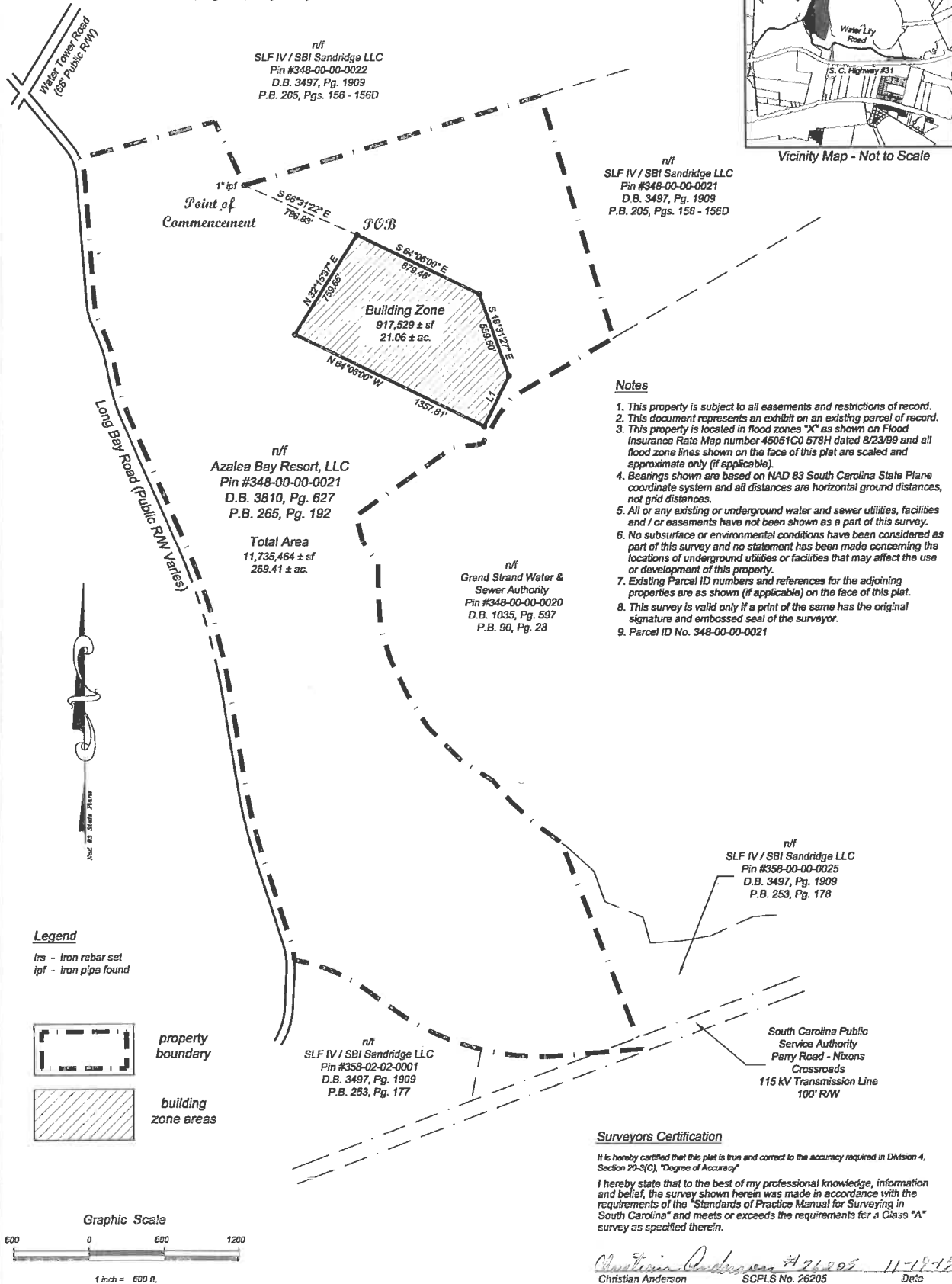
## References

1. Map of 269.41 +/- Acres of Land - Combination Plat prepared for Azalea Bay Resort, LLC by this office dated February 19, 2015 and recorded in Plat Book 265, Page 188, Horry County ROD.

Line Table		
Line	Bearing	Distance
L1	S 26°36'07" W	362.25'



Vicinity Map - Not to Scale



## Surveyors Certification

I hereby certify that this plat is true and correct to the accuracy required in Division 4, Section 20-3(C), "Degree of Accuracy"

I hereby state that to the best of my professional knowledge, information and belief, the survey shown herein was made in accordance with the requirements of the "Standards of Practice Manual for Surveying in South Carolina" and meets or exceeds the requirements for a Class "A" survey as specified therein.

Christian Anderson #26205 11-19-15  
Christian Anderson SCPLS No. 26205 Date

Drawing Number	Azalea Bay Resort City of North Myrtle Beach, Horry County, South Carolina		1 of 1	
Prepared For:	Azalea Bay Resort, LLC		14828S	
Project No.	14828S	Date	11/19/15	Scale
Drawn By	Clayton	Checked	Clayton	GA
<p><b>South Carolina Professional Seal</b></p> <p>Christian Anderson Surveyor No. 26205 Exp. 11/19/18</p>				

Exhibit "A"

Legal Description -- Building Zone Area

All and singular, that certain piece, parcel or tract of land lying and situate in the City of North Myrtle Beach, Horry County, South Carolina, and being referenced on a plat entitled Boundary Survey - Map of 269.41 +/- Acres of Land prepared for Azalea Bay Resort, LLC by DDC Engineers Inc. dated February 19, 2015 and recorded in Plat Book 265, Page 188 and being more particularly described as follows:

Commencing at a 1" iron pipe, being the common corner between SLF IV / Sandridge, LLC and Azalea Bay Resort, LLC; thence S 66°31'22" E, 793.83' to the point of beginning; thence S 64°06'00" E, 879.48' to a point; thence S 19°31'27" E, 559.60' to a point; thence S 26°36'07" W, 362.25' to a point; thence N 64°06'00" W, 1357.81' to a point; thence N 32°15'37" E, 759.65' to the point of beginning and containing 21.06 acres, more or less.

This property is bounded on the north, south, east and the west by Azalea Bay Resort, LLC.

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 Azalea Bay 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.

Azalea Bay Resort, LLC

BY: Azalea Bay Management, LLC, Manager

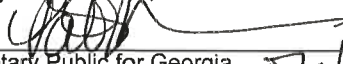
BY: Ecovest Azalea Bay, LLC, Manager

BY: Ecovest Capital, Inc., Sole Member

By: 

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

Sworn to before me this 21<sup>st</sup>  
day of December, 2015.

  
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.