

Guale Preserve Family Fishing Platform Permit Proposal

by

St. Simons Land Trust

Narrative with project details and dimensions, construction methods, materials, and access points/locations

The Conservation Easement attached to Guale Preserve is held by The State of Georgia. The Conservation Easement includes not only habitat conservation but recreation as part of the Property's purpose. The St. Simons Land Trust proposes to replace the fixed fishing platform which previously existed at a waterfront location at the northeast area of Guale Preserve (formerly Musgrove Plantation). This previously existing fishing platform south of the existing boat ramp was irreparably damaged by Hurricane Irma. It will be replaced with an enlarged fixed T-platform to serve people of all ages, including the disabled.

The proposed fishing platform will consist of a 13' X 30' (390 ft²) terminal T-head with railing, accessed via a 6' X 32' (192 ft²) fixed walkway with railing. The walkway and platform are supported by 12 support pilings. The platform's railing will be lowered in six foot sections to accommodate youth and individuals fishing from wheelchairs. The total marsh impact of the proposed structure is 582 ft², or 0.013 acre. The fixed walkway and terminal platform will be of aluminum structure with composite decking. Twelve concrete piles will be driven 5 to 10 feet below existing ground surface to anchor the fixed walkway and terminal platform. The 6 pilings supporting the walkway will be placed approximately 15 feet apart, while the 6 pilings supporting the terminal platform will be placed 11 feet apart. The fishing platform will be constructed from the water using a barge, crane and pile driver.

The fixed T-head fishing platform will be positioned to not unduly extend into the waterway. Based on the plans and that MLW is 4 feet below NAVD88 (St Simons Light), total width of the waterway at mean low water (MLW) is 50 feet. Distance of the dock into the waterway is variable and up to approximately 3 to 4 feet at the platform's southeast quadrant at MLW. Distance of the structure from the channel is 43 feet. The closest water based structures to the project site are the existing boat ramp 121.6 feet to the north on the Guale property, the Village Property Owners Association community dock 1,267 feet to the north via waterway, and the Musgrove Family Compound seawall situated 540 feet to the south.

The Guale Preserve waterfront can be accessed via a 50' access easement road, Village Lane, entering the property from Village Drive at Latitude 31.227526°; Longitude -81.354999°. See Survey entitled Boundary Survey of Musgrove Plantation 25th G.M.D. St. Simons Island Glynn County dated 3-29-2016.

Project Drawings:

Site Plans

Enclosed is a vicinity map showing location of the project (Attachment 1). The proposed project is located at 81°21'14.627"W 31°13'29.407"N (31.224835, -81.354063) on Phase I of Guale Preserve (formerly Musgrove Plantation). Guale Preserve is located on St. Simons Island, which is immediately East of Brunswick, Georgia, the mainland municipality, the westernmost seaport on the Eastern seaboard of the United States. Guale Preserve is fronted on the east by Musgrove Creek (a/k/a Boathouse Creek), a tributary of Village Creek, which connects with Hampton River to the north and Black Banks River to the south. The Hampton River is a tributary of the Altamaha River separating Little St. Simons Island from St. Simons Island. Black Banks River enters the Atlantic Ocean at Gould's Inlet at the southern tip of Sea Island.

Marshland Component of the project

The enclosed survey (Attachment 2) depicts the Coastal Marshlands Protection Act marsh jurisdiction line within the project area. Currently existing features in state and federal jurisdictional area include the remnant pilings and displaced walkway of the previous fixed fishing platform (Photos 1 through 5).

Proposed features include a replacement T-head fixed fishing platform (Attachments 3, 4, and 5 Sheets 1-5). The components include a 6' X 32' walkway (192 ft²) leading to a 13' X 30' fixed pier (390 ft²) (Attachment 5, Sheet 2). The walkway is supported by three pairs of support pilings, and the terminal platform is supported by six pilings (Attachments 3 and 5 Sheet 1). The platform's railing will be lower in alternating sections (Attachment 5 Sheet 1) to accommodate youth and individuals fishing from wheelchairs. The total marsh impact of the proposed structure is 582 ft², or 0.013 acres.

Upland Component of the Project

The upland component of the project is the portion of the access walkway that is located within the 50 foot marsh buffer, a 6' X 5' impervious pad accessing the fixed fishing platform from the high ground (Attachment 3); and a 4,824ft² dual use parking area (Attachments 6 and 7; Photos 6a-6b) to serve fishers, and waterfront visitors pursuing recreation at Guale Preserve. Vehicles will park in the designated parking area down the road to the north of Village Lane after entering the Guale Preserve waterfront area. Bicycle racks will be positioned at the waterfront near the platform to accommodate those who opt to cycle to the fishing structure.

The pervious dirt road is not slated for improvement but will be repaired with pervious substrate when needed. The parking area will remain in its pervious state, consisting of mowed grass. Rail ties designate the vehicular parking spaces (Photos 6a – 6b).

Marshlands Buffers for Upland Component

The 50 foot marshlands buffer is delineated on Attachment 2. The marsh buffer will be left pervious and natural except for the portion of the concrete handicapped access pad (30 ft²) at the entrance to the walkway to the fishing platform. A 5' pervious pathway to the dock will be positioned in the buffer. Landward of the marsh area is a mixture of grasses: Bahia and centipede.

A temporary location to stockpile the remnants of the previous dock's walkway will be used during fishing platform construction. It will be removed for disposal offsite. The old pilings will be removed by the marine contractor for disposal offsite.

Stormwater Management Plan for the Upland Component

Construction of the family fishing platform will occur from the water and will entail minimal disturbance of the 50' DNR marsh buffer. Glynn County Department of Community Development engineers have visited the site in their capacity as the Local Issuing Authority. They indicated a buffer variance request would not be required from the Georgia Environmental Protection Division for disturbance to the 25' E&S buffer. They further noted that this project is exempt from Glynn County's Soil Erosion and Sediment Control Ordinance (Article VII Sections 2-5-100 thru 2-5-108) because of its small size and because, if permitted, this project will allow an alteration within the buffer pursuant to O.C.G.A. Section 12-5-286.

As noted below, the only permanent disturbance to the upland within the marsh buffer is the concrete ADA pad at the entrance to the fishing platform walkway (30ft²). Any disturbance during project construction will be temporary and the upland will be restored to a protective, natural vegetative state.

Impervious Surface Calculations of the Upland Component

The upland component of the project is approximately 4,854 ft² (30 ft² walkway access pad + 4,824ft² parking = 4,854 ft²) . The impervious surface proposed for the upland component of the project is the concrete ADA pad (Attachment 3) at the entrance to the fishing platform walkway (30ft², or 0.6 % effective impervious cover).

A pervious walkway is planned for the upland in the vicinity of the project. A bench is already positioned to enable the public's enjoyment of the expansive marsh view. The location of the pathway is yet to be determined.

Deed, Survey, and Conservation Easement

The project area is located in the waterfront portion of Phase I of Guale Preserve, owned solely by the St. Simons Land Trust. A property ownership map (Attachment 8) and property survey relative to the site location (Attachment 2) are included. Attachment 2 shows the upland boundary of the project area in relation to coastal marshlands and tidal water bottoms.

The deed conveying Phase I of Guale Preserve (formerly a portion of Musgrove Plantation) from the BRENN Foundation to the St. Simons Land Trust is submitted as Attachment 9. Also included in this application is the Conservation Easement held by the State of Georgia (Attachment 10) for Phase I of Guale Preserve. The marshlands in the project area are not designated as Natural Heritage Preserve.

This permit request, its attachments and all associated permit and license applications are made by the following representative of the St. Simons Land Trust: Emily Ellison, Executive Director, St. Simons Land Trust, P.O. Box 24615, St. Simons Island, Georgia 31522.

Adjoining Landowners

Landowners adjacent to the property on which the project described in this permit application is located:

State of Georgia
Attn: Georgia Department of Natural Resources
Coastal Resources Division
One Conservation Way
Brunswick, GA 31520-8687

BRENN Foundation
735 S. Fillmore Street
Denver, CO 80209

Robert and Brenda Langley
280 Virginia Drive
St. Simons Island, GA 31522

Susan Blount
27 Virginia Drive
St. Simons Island, GA 31522

Robert C. Wade

131 Wall Street
St. Simons Island, GA 31522

Jeff Anderson
70 Gruber Lane
St. Simons Island, GA 31522

William B. Burns
110 Virginia Drive
St. Simons Island, GA 31522

Stuart and Stacie Stevenson
120 Virginia Drive
St. Simons Island, GA 31522

Roads End Cemetery Musgrove PLT
160 Village Cemetery Road
St. Simons Island, GA 31522

Glynn County Board of Commissioners
1725 Reynolds Street
Suite 302
Brunswick, GA 31520

Zoning Letter

A copy of the letter from Glynn County’s Community Development Department stating that the proposed project is not violative of local zoning, is pending and will be provided as soon as received. The request is included as Attachment 11.

Application Fee

This Tier II public dock is considered minor in scope and in impact. A check in the amount of \$250 made to Georgia Department of Natural Resources (Attachment 12) is included.

Alternative Analysis

The fixed fishing platform is water dependent. The project restores fishing access at a site where it had long existed (Photo 1, Attachment 13) for the property’s previous owners, but makes these amenities available to the public. The fishing platform will be configured to accommodate multiple fishers at one time, including persons with disabilities and families with children. The platform is being located slightly to the north of the site of the former platform,

in the footprint of the dislodged walkway which has rested in the marsh since Hurricane Irma in September 2017. The marsh is already disturbed in that site (See photos 4 and 5).

Relocating and constructing the fishing platform at another site along the Phase I shoreline would disturb pristine, undisturbed marsh/upland interface, while leaving the existing dock remnants in place to deteriorate and ultimately disintegrate. It is better to confine the construction to an already disturbed site.

Eliminating the marine fishing access from the site would not serve the overall public interest. Fishing is a heritage enjoyed by coastal residents before and since the founding of Georgia. Per the Public Trust Doctrine, access to tidal waters for public use is a fundamental priority for the State of Georgia through its Department of Natural Resources. Moreover, the St. Simons Land Trust strives to preserve the natural heritage of St. Simons Island for current and future generations, by fostering a conservation ethic. Opportunities for immersion in the surrounding coastal environment are one of the most effective ways to instill that ethic. There is limited public saltwater fishing access on St. Simons Island, despite having a population of approximately 14,000 people.

There are few places dedicated exclusively for family saltwater fishing fun on the north end of the St. Simons Island. For example, the Cannon's Point dock is also used for non-motorized boat launching. The fixed fishing platform at Musgrove's waterfront will enable fishers to pursue that pastime without the interruption of boat launching from the same structure.

Lastly, the State of Georgia through DNR has provided \$3 million in Sportfish Restoration Account funding to the acquisition of three phases of Guale Preserve, with the understanding that Guale Preserve would be accessible for the citizens of Georgia, not just protection of habitat for local constituents. In addition to protecting important coastal habitats, another purpose of the Conservation Easement is to provide recreational opportunities. The proposed family fishing facility is a means toward fulfilling that purpose.

Landfill/Hazardous Waste Statement

The list of landfills and hazardous waste sites for Georgia has been reviewed. The site described in this project proposal is not near or over a landfill or hazardous waste site.

A Phase I Environmental Assessment was conducted for all phases of Musgrove Plantation by Environmental Technology Resources in April 2015. Assessment of the property ".....did not identify any visual evidence of spilled hazardous materials, petroleum products, below ground storage tanks, surface impoundments, stressed vegetation, evidence of previous landfill/waste dumping activity or industrially classified wastewater discharges." An above ground steel tank used to store marine fuel for boats was removed from the boathouse near the ramp. The environmental contractor noted no visual evidence of any spills or leaks from the tank. Two

areas of solid waste were noted quite distant from the waterfront. One area west of the waterfront was used by the previous owner for disposal of trees and landscaping debris; the other to the southwest had scattered domestic debris, which has been removed and properly disposed of.

Based on the EA, the search of EPD databases, and the current condition of the Phase I Guale Preserve waterfront, the site is considered suitable for the proposed project.

Water Quality Certification

The Corps of Engineers will determine the need for water quality certification for this project at the time of application review.

Erosion and Sedimentation Statement

The project will be conducted in compliance with applicable erosion and sediment control responsibilities. There will be minimal disturbance of the upland since the project will be constructed from the water. Please refer to the above discussion regarding marshland buffers, stormwater management, and impervious surface calculations. As noted previously, the only permanent disturbance to the upland within the marsh buffer is the concrete ADA pad (30ft²) at the entrance to the fishing platform walkway. Erosion control measures will be implemented in the upland area subject to land disturbing activity. Any disturbance during project construction will be temporary. If necessary, disturbed upland will be restored to a protective, natural vegetative state.

Public Interest Statement

The project is not contrary to the public interest, specific to the following considerations:

- a. The proposed project will not cause unreasonably harmful obstruction to or alteration of the natural flow of navigational water within the affected area.
- b. The proposed project will not cause unreasonably harmful or increased erosion, shoaling of channels, or create stagnant areas of water. We do not expect significant impacts to the ecology of the creek or adjacent marshes from the fixed fishing platform.
- c. The granting of the permit and completion of the applicant's proposal will not unreasonably interfere with the conservation of fish, shrimp, oysters, crabs, clams, or other marine life, wildlife, or other resources, including but not limited to water and oxygen. The platform will feature marine educational signage.



Photo 1



Photo2



Photo3



Photo 4



Photo 5



Photo 6a



Photo 6b



ROBERTS
CIVIL ENGINEERING



1

DATE: 2020-03-05
DRAWN BY: BLH
CHECKED BY: JDR
PROJECT NO.: 18090
SCALE: NTS

**SITE LOCATION PLAN
GUALE PRESERVE
ST. SIMONS ISLAND, GA**

PREPARED FOR:
ST. SIMONS LAND TRUST

ROBERTS CIVIL ENGINEERING
301 SEA ISLAND ROAD, SUITE 10
ST. SIMONS, GA 31522
912-638-9681 OFFICE
912-289-0339 FAX



COASTAL RESOURCES DIVISION
ONE CONSERVATION WAY • BRUNSWICK, GA 31520 • 912 264 7218
COASTALGADNR.ORG

MARK WILLIAMS
COMMISSIONER

DOUG HAYMANS
DIRECTOR

March 24, 2020

Teepie Hill
Shupe Surveying Company, P.C.
3837 Darien Hwy.
Brunswick, GA 31525

Re: Coastal Marshlands Protection Act (CMPA), Jurisdictional Determination Verification, Portion of Musgrove Plantation, Phase 1, Musgrove Plantation, Musgrove Creek, Glynn County, Georgia

Dear Mr. Hill:

Our office has received the survey and plat, dated February 11, 2020, prepared by Shupe Surveying Company, P.C., No. 3081 entitled "*A Limited Tree, Topographic, and CMPA Jurisdiction Line Survey of: Being a Portion of Phase One Musgrove Plantation, 25th G.M.D., St. Simons Island, Glynn County, Georgia*" prepared for St. Simons Land Trust, Inc. Based on my site inspection, on February 18, 2020, this plat and survey generally depict the delineation of the marsh/upland boundary as required by the State of Georgia for jurisdiction under the authority of the Coastal Marshlands Protection Act O.C.G.A. § 12-5-280 et seq.

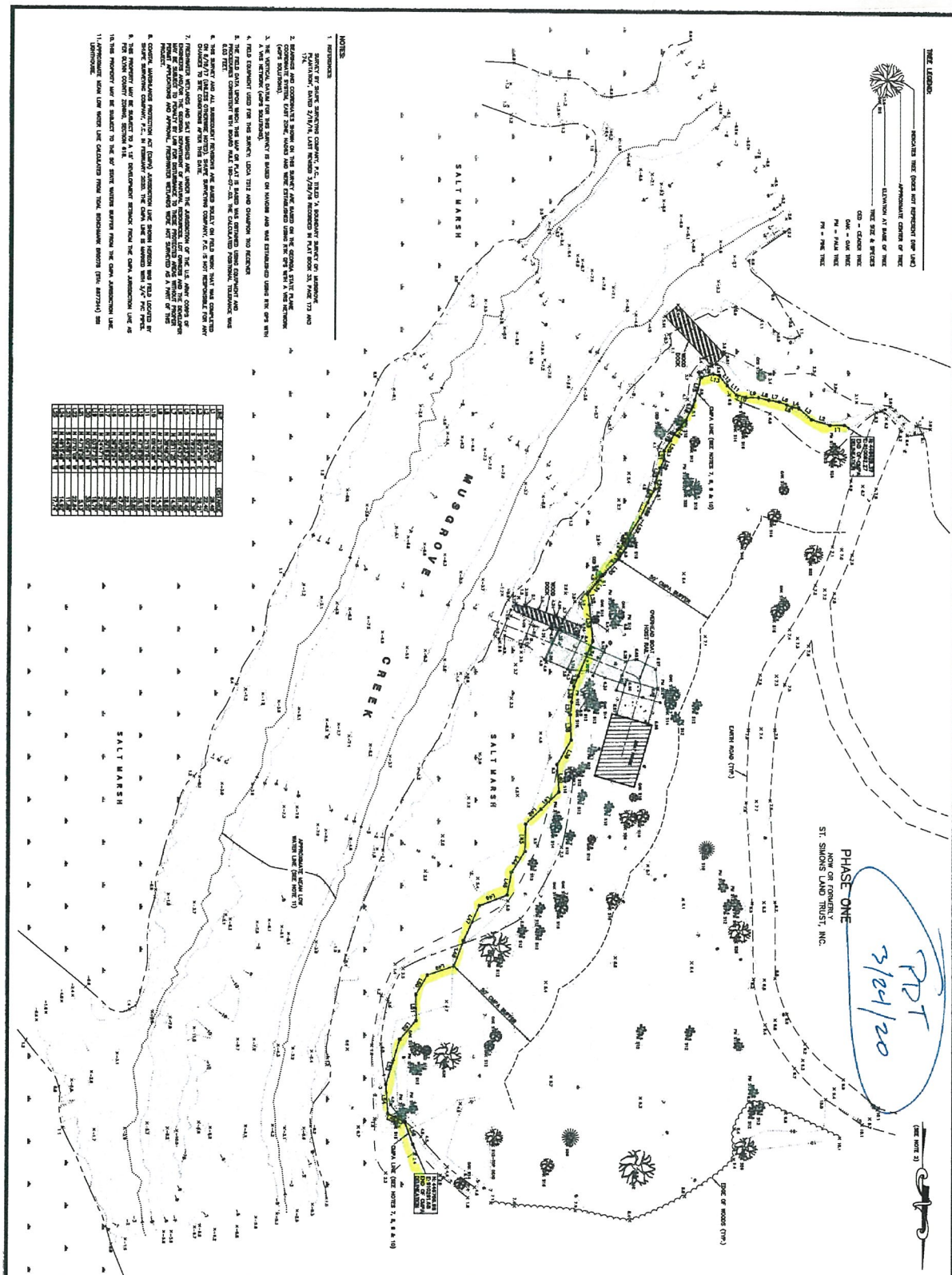
The Coastal Marshlands Protection Act O.C.G.A. § 12-5-280 et seq. delineation of this parcel is subject to change due to environmental conditions and legislative enactments. This jurisdiction line is valid for one year from date of the delineation. It will normally expire on February 11, 2021 but may be voided should legal and/or environmental conditions change.

This letter does not relieve you of the responsibility of obtaining other state, local, or federal permission relative to the site. Authorization by the Coastal Marshlands Protection Committee or this Department is required prior to any construction or alteration in the marsh jurisdictional area. We appreciate you providing us with this information for our records. If you have any questions, please contact me at (912) 262-3134.

Sincerely,

Paul Tobler
Coastal Permit Coordinator
Marsh and Shore Management Program

Enclosure: *A Limited Tree, Topographic, and CMPA Jurisdiction Line Survey of: Being a Portion of Phase One Musgrove Plantation, 25th G.M.D., St. Simons Island, Glynn County, Georgia*
File: JDS20200041



- NOTES:**
1. THIS PLAN IS THE PROPERTY OF SEUGE SURVEYING COMPANY, P.C. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SHOWN HEREON. ANY REUSE OR MODIFICATION OF THIS PLAN WITHOUT THE WRITTEN CONSENT OF SEUGE SURVEYING COMPANY, P.C. IS STRICTLY PROHIBITED.
 2. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF NORTH CAROLINA.
 3. THE SURVEY WAS CONDUCTED USING THE FOLLOWING INSTRUMENTS AND METHODS:
 - a. TOTAL STATION
 - b. GPS RECEIVER
 - c. DISTANCE MEASUREMENT
 - d. ANGLE MEASUREMENT
 4. THE SURVEY WAS CONDUCTED ON THE FOLLOWING DATE: 03/24/2020.
 5. THE SURVEY WAS CONDUCTED BY THE FOLLOWING SURVEYORS:
 - a. JAMES H. SEUGE, LICENSED SURVEYOR
 - b. JAMES H. SEUGE, LICENSED SURVEYOR
 - c. JAMES H. SEUGE, LICENSED SURVEYOR
 6. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
 - a. NORTH CAROLINA SURVEYING ACT
 - b. RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF NORTH CAROLINA
 - c. PROFESSIONAL SURVEYING STANDARDS
 7. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FOLLOWING REGULATIONS:
 - a. NORTH CAROLINA SURVEYING ACT
 - b. RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF NORTH CAROLINA
 - c. PROFESSIONAL SURVEYING STANDARDS
 8. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FOLLOWING REGULATIONS:
 - a. NORTH CAROLINA SURVEYING ACT
 - b. RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF NORTH CAROLINA
 - c. PROFESSIONAL SURVEYING STANDARDS
 9. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FOLLOWING REGULATIONS:
 - a. NORTH CAROLINA SURVEYING ACT
 - b. RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF NORTH CAROLINA
 - c. PROFESSIONAL SURVEYING STANDARDS
 10. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FOLLOWING REGULATIONS:
 - a. NORTH CAROLINA SURVEYING ACT
 - b. RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF NORTH CAROLINA
 - c. PROFESSIONAL SURVEYING STANDARDS
 11. APPROVED FOR THE SURVEYOR: JAMES H. SEUGE, LICENSED SURVEYOR.

POINT	ELEVATION	DESCRIPTION
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98	21.15	STATION
99	21.15	STATION
100	21.15	STATION

LEGEND:

- 1" OF HORIZONTAL DISTANCE
- 1" OF VERTICAL DISTANCE
- POINT
- ADJUSTMENT
- BENCHMARK
- CONCRETE
- WOOD
- SALT MARSH
- BOUNDARY OF STATE
- TOP OF SLAB

VICINITY MAP (NOT TO SCALE)

LEGEND:

- POINT
- ADJUSTMENT
- BENCHMARK
- CONCRETE
- WOOD
- SALT MARSH
- BOUNDARY OF STATE
- TOP OF SLAB

LEGEND:

- POINT
- ADJUSTMENT
- BENCHMARK
- CONCRETE
- WOOD
- SALT MARSH
- BOUNDARY OF STATE
- TOP OF SLAB

LEGEND:

- POINT
- ADJUSTMENT
- BENCHMARK
- CONCRETE
- WOOD
- SALT MARSH
- BOUNDARY OF STATE
- TOP OF SLAB

LEGEND:

- POINT
- ADJUSTMENT
- BENCHMARK
- CONCRETE
- WOOD
- SALT MARSH
- BOUNDARY OF STATE
- TOP OF SLAB

LEGEND:

- POINT
- ADJUSTMENT
- BENCHMARK
- CONCRETE
- WOOD
- SALT MARSH
- BOUNDARY OF STATE
- TOP OF SLAB

LEGEND:

- POINT
- ADJUSTMENT
- BENCHMARK
- CONCRETE
- WOOD
- SALT MARSH
- BOUNDARY OF STATE
- TOP OF SLAB

BEING A PORTION OF PHASE ONE MUSGROVE PLANTATION

26TH G.M.B.D.
CLINTON COUNTY, GEORGIA

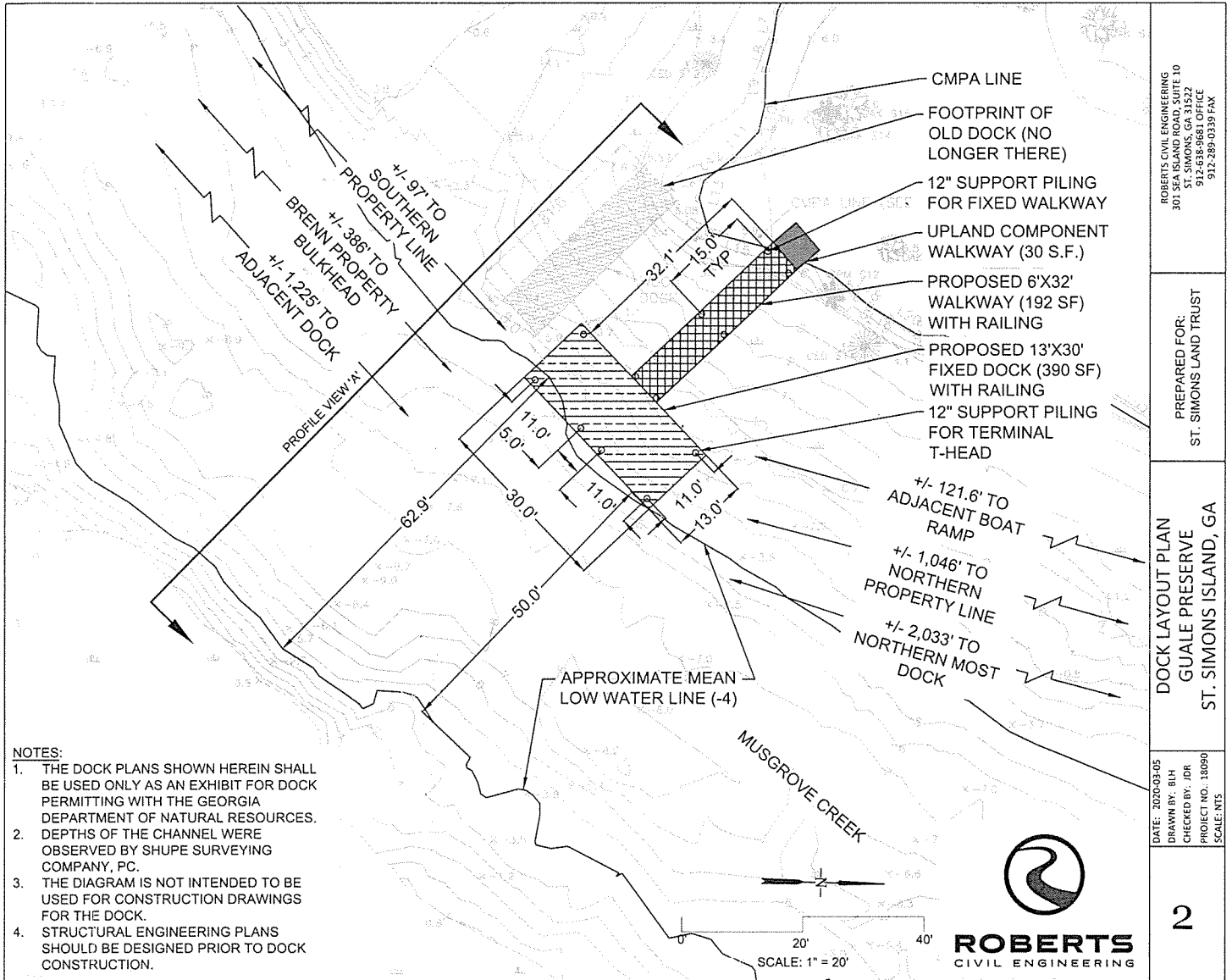
PREPARED FOR:
ST. SIMONS LAND TRUST, INC.

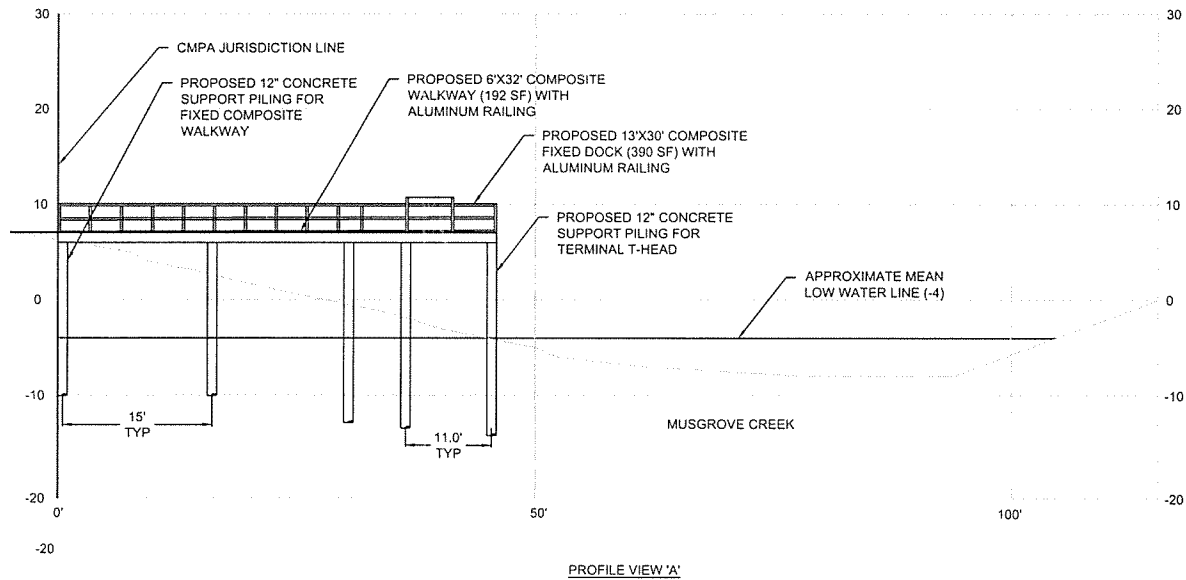
SEUGE SURVEYING COMPANY, P.C.
2615 N. W. 10TH AVENUE
SUITE 200
FORT LAUDERDALE, FLORIDA 33309-4000
TEL: 772-467-0000
FAX: 772-467-0001
WWW.SEUGESURVEYING.COM

DATE: 03/24/20
DRAWN BY: J.S.
CHECKED BY: J.S.
SCALE: AS SHOWN
SHEET 1 OF 1

LEGEND:

- POINT
- ADJUSTMENT
- BENCHMARK
- CONCRETE
- WOOD
- SALT MARSH
- BOUNDARY OF STATE
- TOP OF SLAB





PROFILE VIEW 'A'

NOTES:

1. THE DOCK PLANS SHOWN HEREIN SHALL BE USED ONLY AS AN EXHIBIT FOR DOCK PERMITTING WITH THE GEORGIA DEPARTMENT OF NATURAL RESOURCES.
2. THE DEPTHS OF THE CHANNEL WERE OBSERVED IN AUGUST 2017 BY SHUPE SURVEYING COMPANY, P.C.
3. THE DIAGRAM IS NOT INTENDED TO BE USED FOR CONSTRUCTION DRAWINGS FOR THE DOCK.
4. STRUCTURAL ENGINEERING PLANS SHOULD BE DESIGNED PRIOR TO DOCK CONSTRUCTION.

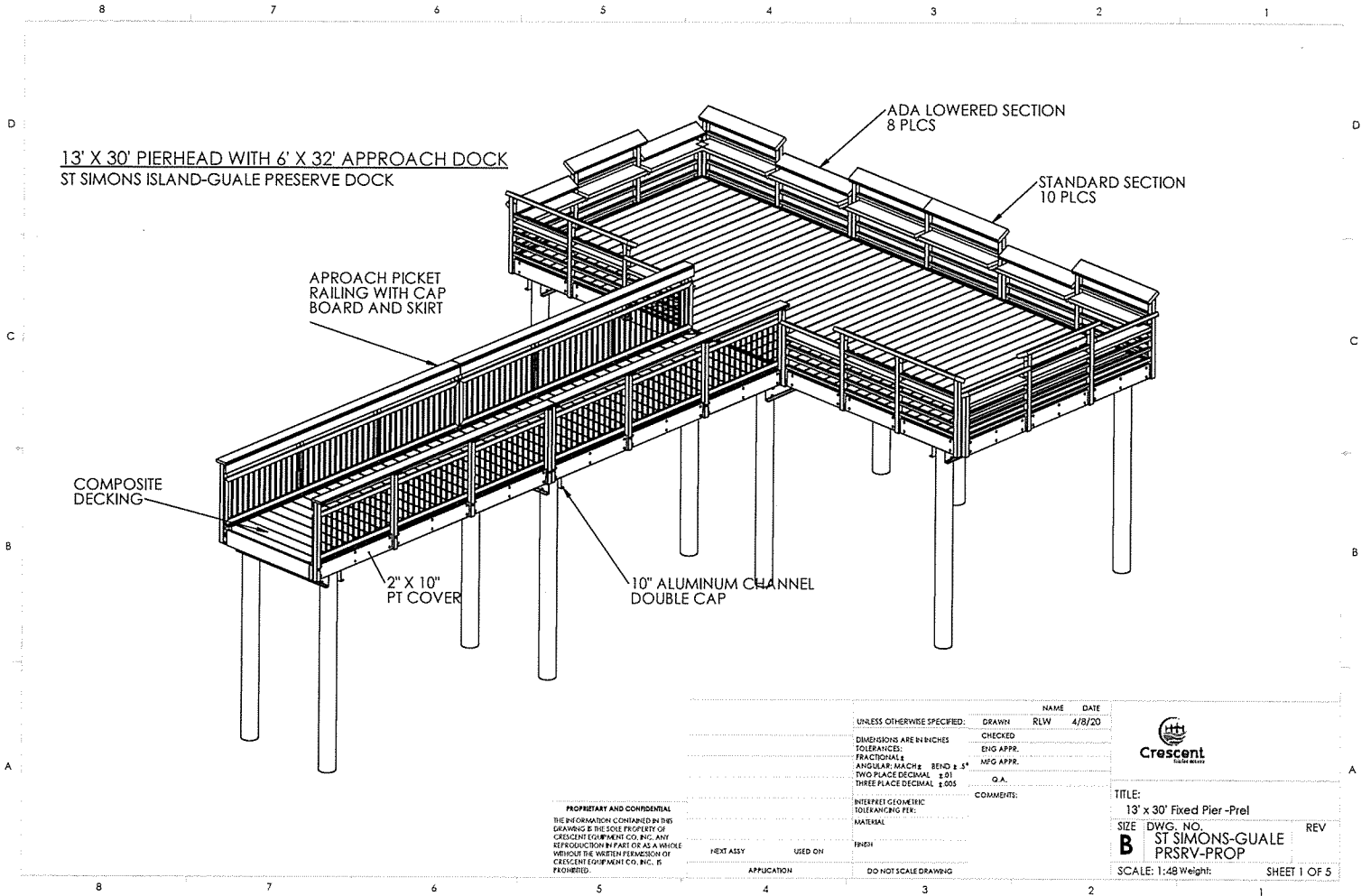


ROBERTS CIVIL ENGINEERING
 3013 ST. SIMONS ISLAND DRIVE, 10
 ST. SIMONS, GA 31522
 912-638-9661 OFFICE
 912-289-0339 FAX

PREPARED FOR:
 ST. SIMONS LAND TRUST

DOCK PROFILE
 GUALE PRESERVE
 ST. SIMONS ISLAND, GA

DATE: 2020-03-05
 DRAWN BY: BLH
 CHECKED BY: JDR
 PROJECT NO.: 18090
 SCALE: NTS

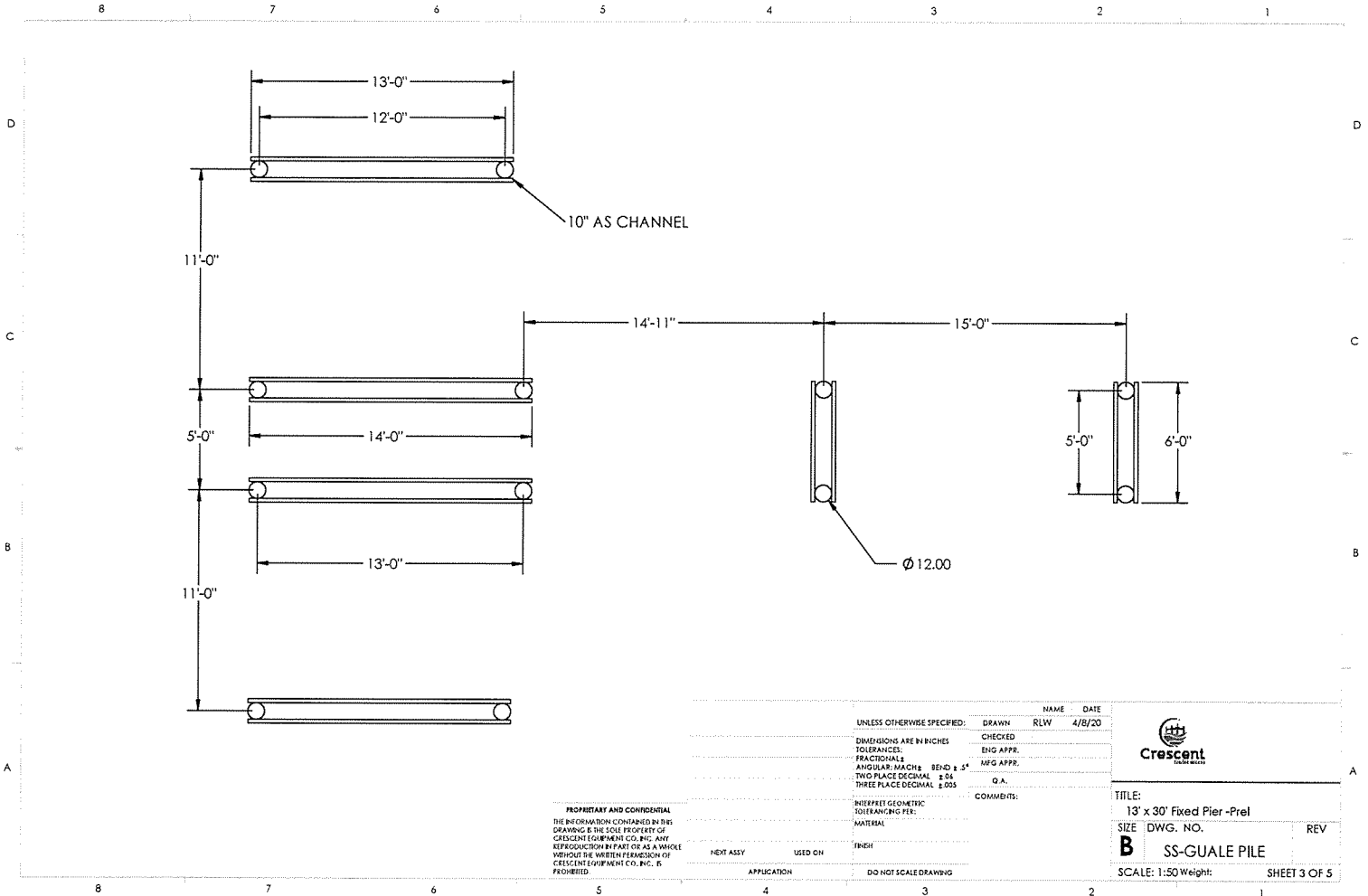


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UNLESS OTHERWISE SPECIFIED:	DRAWN	NAME	DATE
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TOLERANCES:	ENG APPR.		
FRACTIONAL ±	MFG APPR.		
ANGULAR MATCH ±	Q.A.		
BEND ± 5°	COMMENTS:		
TWO PLACE DECIMAL ± 0.1			
THREE PLACE DECIMAL ± 0.05			
INTERFERENCE GEOMETRIC TOLERANCE PER:			
MATERIAL			
FINISH			
APPLICATION			
USED ON			
DO NOT SCALE DRAWING			



TITLE:
 13' x 30' Fixed Pier -Prel
 SIZE DWG. NO. REV
B ST SIMONS-GUALE
 PRSRV-PROP
 SCALE: 1:48 Weight: SHEET 1 OF 5

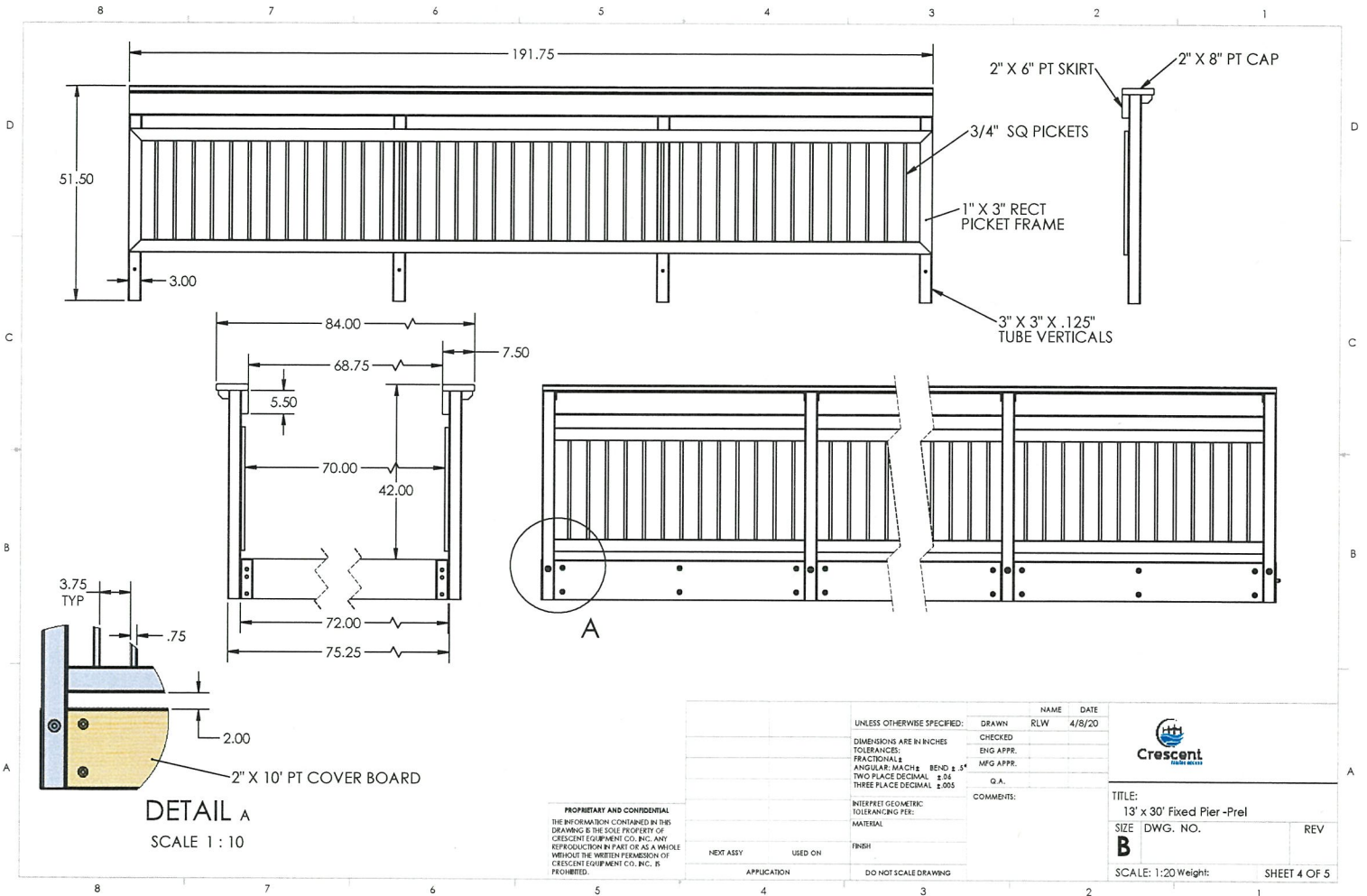


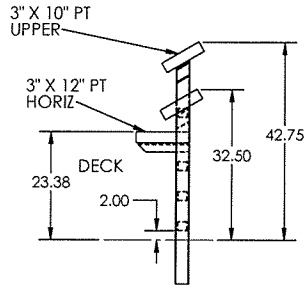
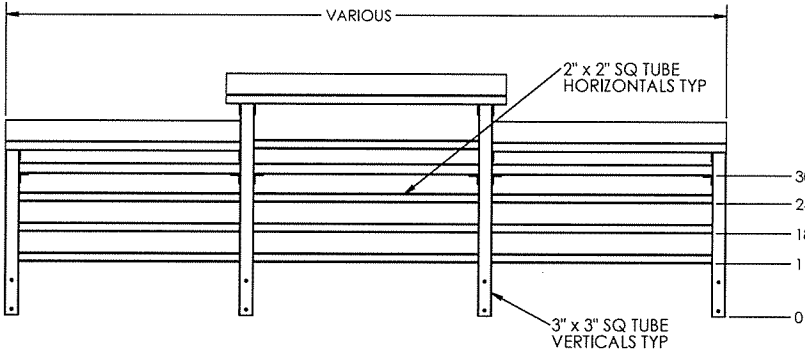
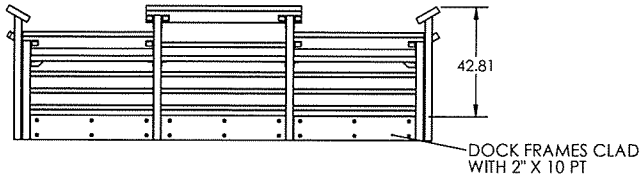
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 PROHIBITED.

UNLESS OTHERWISE SPECIFIED:	DRAWN	NAME	DATE
DIMENSIONS ARE IN INCHES	CHECKED	RLW	4/8/20
TOLERANCES:	ENG APPR.		
FRACTIONALS	MFG APPR.		
ANGULAR MATCHES	BEAD	± .5°	
TWO PLACE DECIMAL	± .005		
THREE PLACE DECIMAL	± .005		
INTERPRET GEOMETRIC TOLERANCING PER:	COMMENTS:		
MATERIAL			
FINISH			
APPLICATION	DO NOT SCALE DRAWING		



TITLE:	
13' x 30' Fixed Pier -Prel	
SIZE	DWG. NO.
B	SS-GUALE PILE
SCALE: 1:50 Weight:	SHEET 3 OF 5





COMBINATION ADA RAILING
TYP

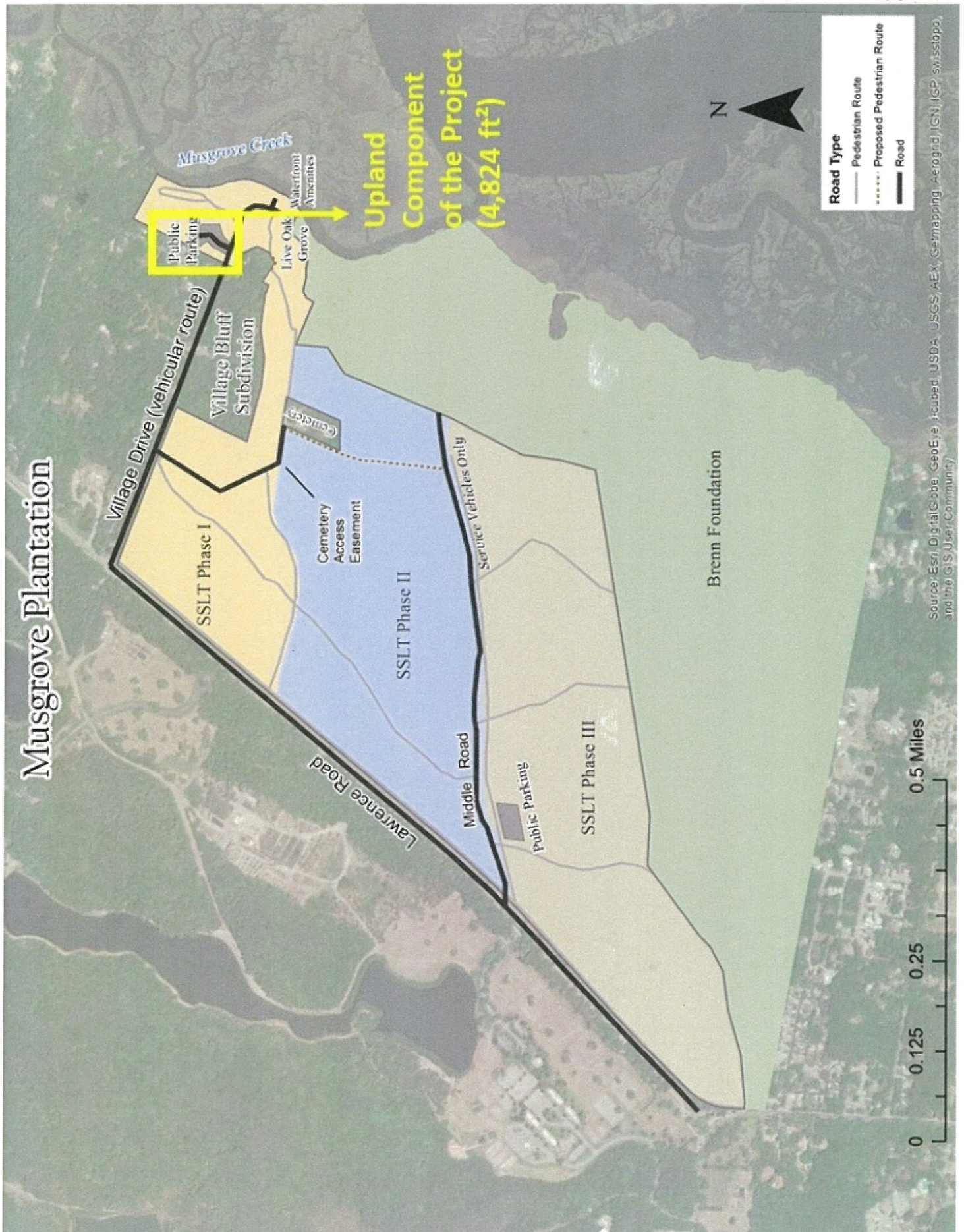
Description :

UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONALS ANGULAR: MATCH & BEND ± .5° TWO PLACE DECIMAL ± .04 THREE PLACE DECIMAL ± .005	DRAWN	NAME	DATE
	CHECKED	RLW	4/8/20
	ENG APPR.		
	MFG APPR.		
		Q.A.	
		COMMENTS:	
		INTERFERE GEOMETRIC TOLERANCING PER:	
		MATERIAL	
		FINISH	
		APPLICATION	DO NOT SCALE DRAWING



TITLE:		
13' x 30' Fixed Pier -Prel		
SIZE	DWG. NO.	REV
B	13 X 30 PIERHEAD COMBO RAILING	
SCALE: 1:36 Weight:		SHEET 5 OF 5

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Upland Component of Project
Guale Waterfront Non-Trailer Parking
(12 Spaces)



4,824 ft²

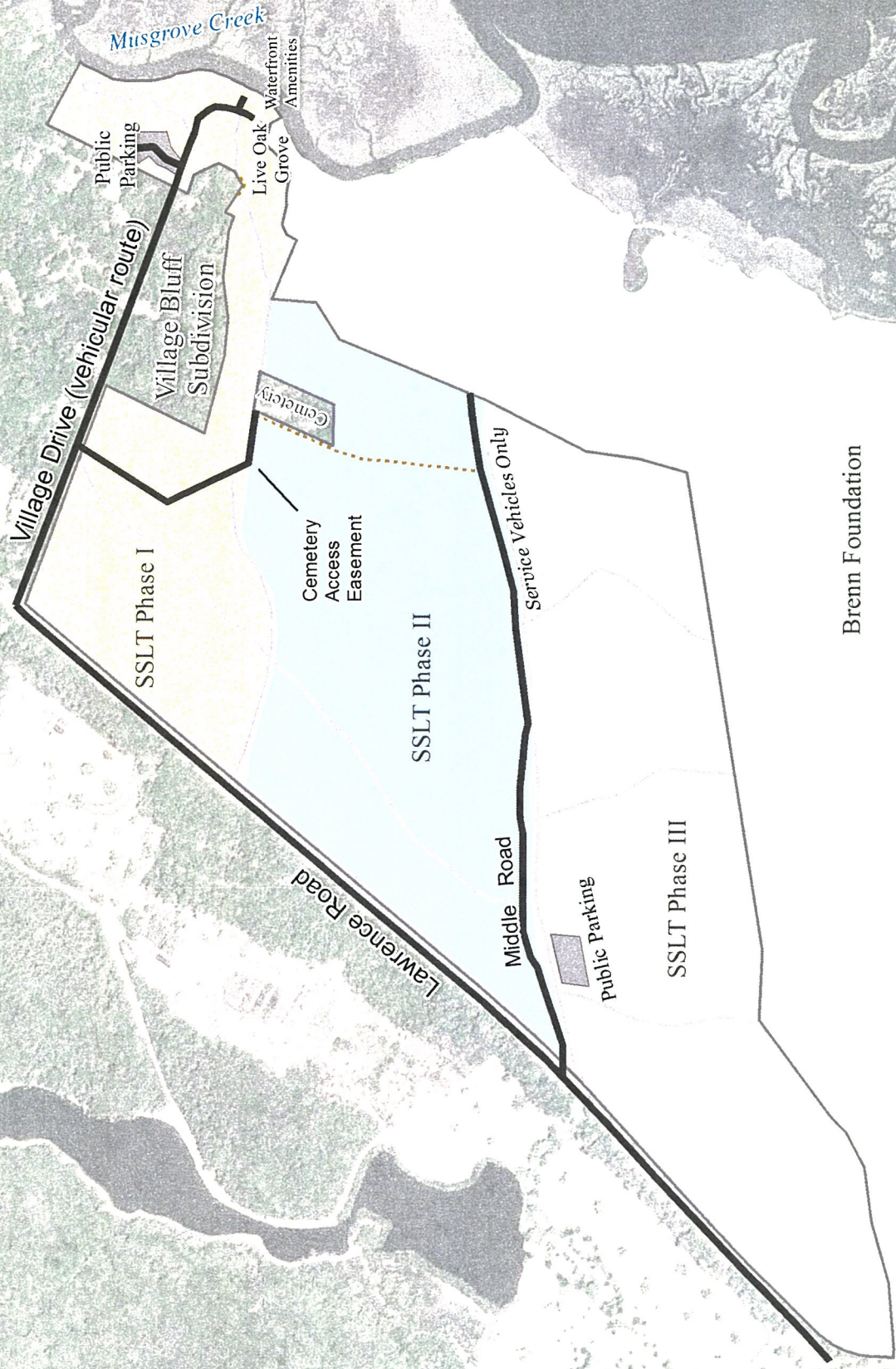
Musgrove Plantation

Attachment 8



Road Type

- Pedestrian Route
- - - Proposed Pedestrian Route
- Road



0 0.125 0.25 0.5 Miles

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, etc.



ST. SIMONS LAND TRUST

PRESERVING THE NATURAL AND SCENIC CHARACTER OF OUR ISLAND

Attachment 11

April 7, 2020

Glynn County Community Development Department
Attn: Ms. Pam Thompson, Director
1725 Reynolds Street, Suite 200
Brunswick, Georgia 31520

**Re: Guale Preserve Family Fishing Platform
Musgrove Creek, St. Simons Island, Georgia**

Dear Ms. Thompson:

The St. Simons Land Trust is submitting an application to the Georgia Department of Natural Resources, Coastal Resources Division (CRD) requesting authorization under the Coastal Marshlands Protection Act (CMPA; O.C.G.A. Section 12-5-80 *et seq.*) to perform activities within jurisdiction on a portion of Guale Preserve, located on the west bank of Musgrove Creek (aka Boathouse Creek), east of Lawrence Road, on St. Simons Island, Glynn County, Georgia.

The St. Simons Land Trust proposes to replace the fixed fishing platform which previously existed at the waterfront location at the northeast area of Guale Preserve (formerly Musgrove Plantation). The previously existing fishing platform south of the existing boat ramp was irreparably damaged by Hurricane Irma. It will be replaced with an enlarged fixed T-platform to serve people of all ages, including the disabled. The project is located at 31°13'29.4"N 81°21'14.6"W.

In accordance with O.C.G. A. Section 12-5-286(b)(6), the applicant must submit a letter from the local zoning authority in which the property is located, stating that the proposed activity does not violate any zoning laws. In addition, it is CRD's Policy that you initial and date the attached plan so they can insure the final permitted facility is consistent with your review.

The applicant understands that your preliminary approval of the proposed plan does not constitute approval of the project itself or associated facilities. The applicant further understands that all necessary permits and approvals required from Glynn County for the proposed activities on the subject property, will be obtained prior to construction.

Please provide a letter stating that the applicant's proposal is not violative of Glynn County zoning laws and stamp or initial the enclosed drawings. I have enclosed a stamped, self, addressed return envelope for your use.



Glynn County Community Development Department
1725 Reynolds St., Suite 200
Brunswick, GA 31520
912 554-7428
www.glynncounty.org

Attachment 11
ZCL

Zoning Certification Request

Letter to be addressed to:

St.Simons Land Trust

P.O. Box 24615

St. Simons Island, GA 31522

Location of property:

(Needs to be accompanied by a plat, survey, or tax map identifying the property.)

Address 355 Village Drive, St. Simons Island, GA 31522

Parcel ID (s) 04-15037

Purpose of letter (provide a brief explanation of the request):

The St. Simons Land Trust proposes to replace the fixed fishing platform.

In accordance with O.C.G. A. Section 12-5-286(b)(6), the applicant must submit a

letter from the local zoning authority in which the property is located.

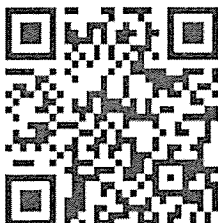
Contact information for person making the request:

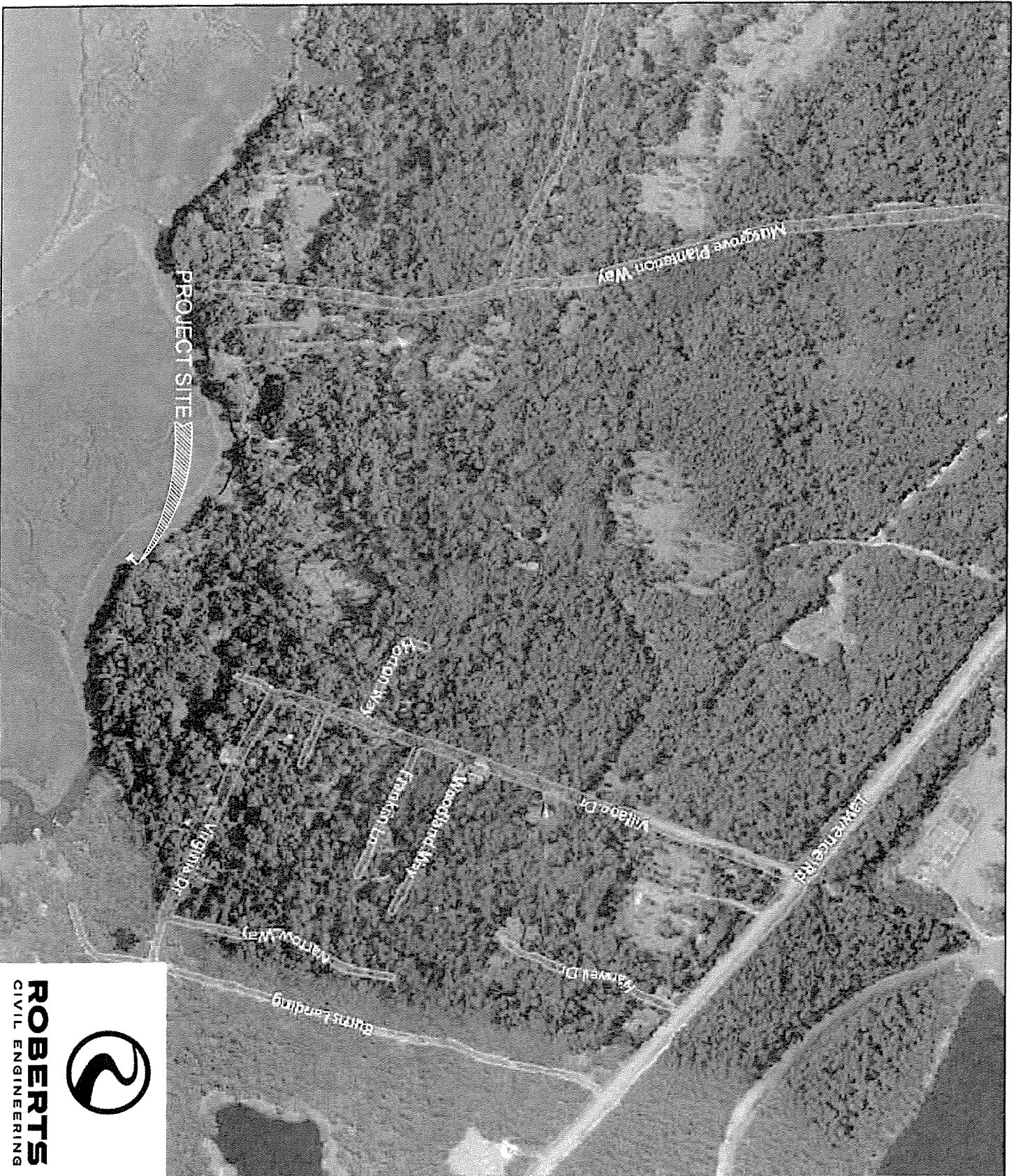
Name Sue Tuttle

Daytime Phone 912-638-9109

This request has a \$50.00 fee.

Community Development Home Page





ROBERTS
CIVIL ENGINEERING

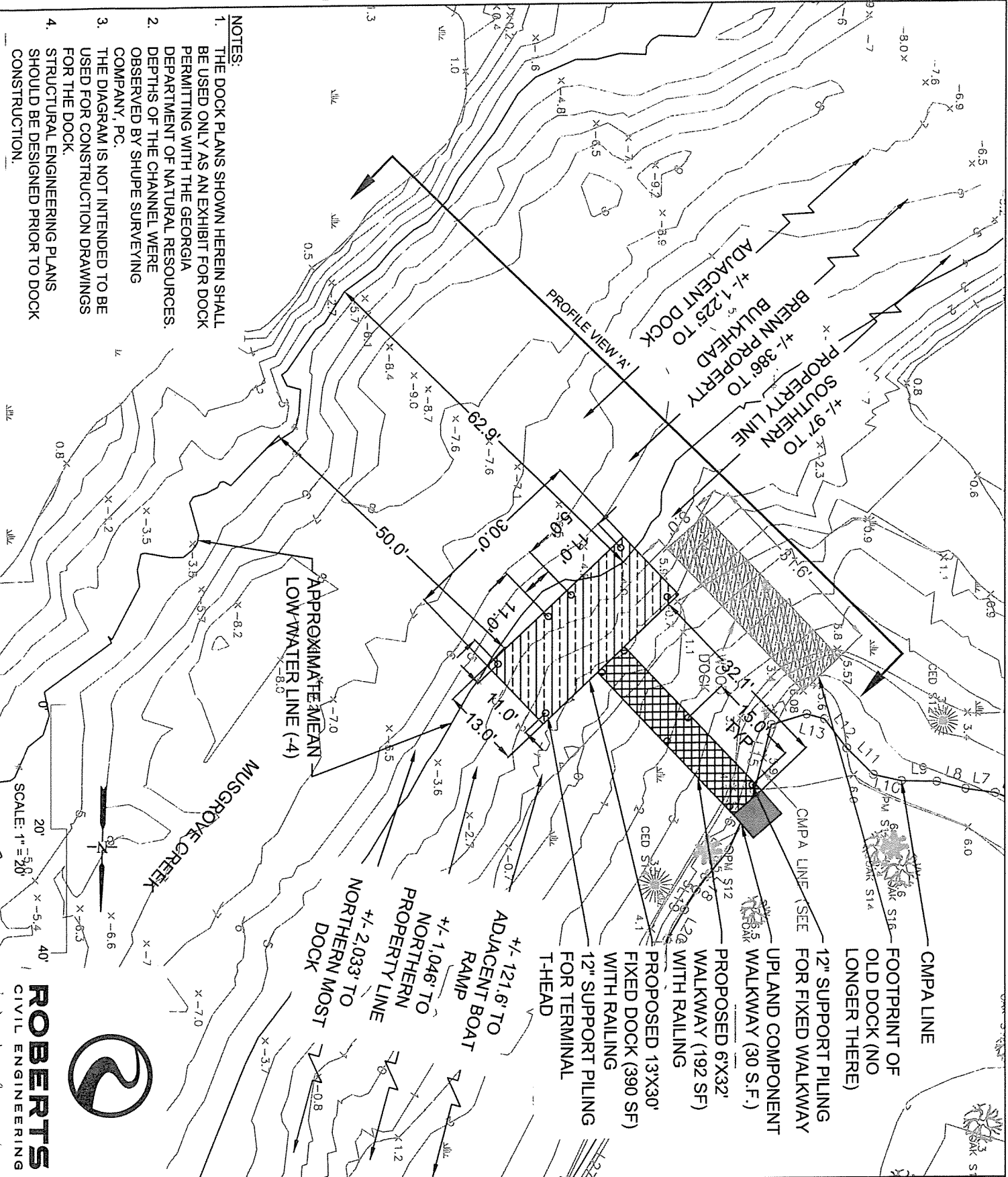
1

DATE: 2020-03-05
DRAWN BY: BLH
CHECKED BY: JDR
PROJECT NO.: 18090
SCALE: NTS

**SITE LOCATION PLAN
GUALE PRESERVE
ST. SIMONS ISLAND, GA**

PREPARED FOR:
ST. SIMONS LAND TRUST

ROBERTS CIVIL ENGINEERING
301 SEA ISLAND ROAD, SUITE 10
ST. SIMONS, GA 31522
912-638-9681 OFFICE
912-289-0339 FAX



- NOTES:**
1. THE DOCK PLANS SHOWN HEREIN SHALL BE USED ONLY AS AN EXHIBIT FOR DOCK PERMITTING WITH THE GEORGIA DEPARTMENT OF NATURAL RESOURCES. DEPTHS OF THE CHANNEL WERE OBSERVED BY SHUPE SURVEYING COMPANY, PC.
 2. THE DIAGRAM IS NOT INTENDED TO BE USED FOR CONSTRUCTION DRAWINGS FOR THE DOCK.
 3. STRUCTURAL ENGINEERING PLANS SHOULD BE DESIGNED PRIOR TO DOCK CONSTRUCTION.

SCALE: 1" = 20'



ROBERTS
CIVIL ENGINEERING

DATE: 2020-03-05
DRAWN BY: BLH
CHECKED BY: JDR
PROJECT NO.: 18090
SCALE: NTS

**DOCK LAYOUT PLAN
GUALE PRESERVE
ST. SIMONS ISLAND, GA**

PREPARED FOR:
ST. SIMONS LAND TRUST

ROBERTS CIVIL ENGINEERING
301 SEA ISLAND ROAD, SUITE 10
ST. SIMONS, GA 31522
912-638-9681 OFFICE
912-289-0339 FAX

DATE: 2020-03-05
 DRAWN BY: BLH
 CHECKED BY: JDR
 PROJECT NO.: 18090
 SCALE: NTS

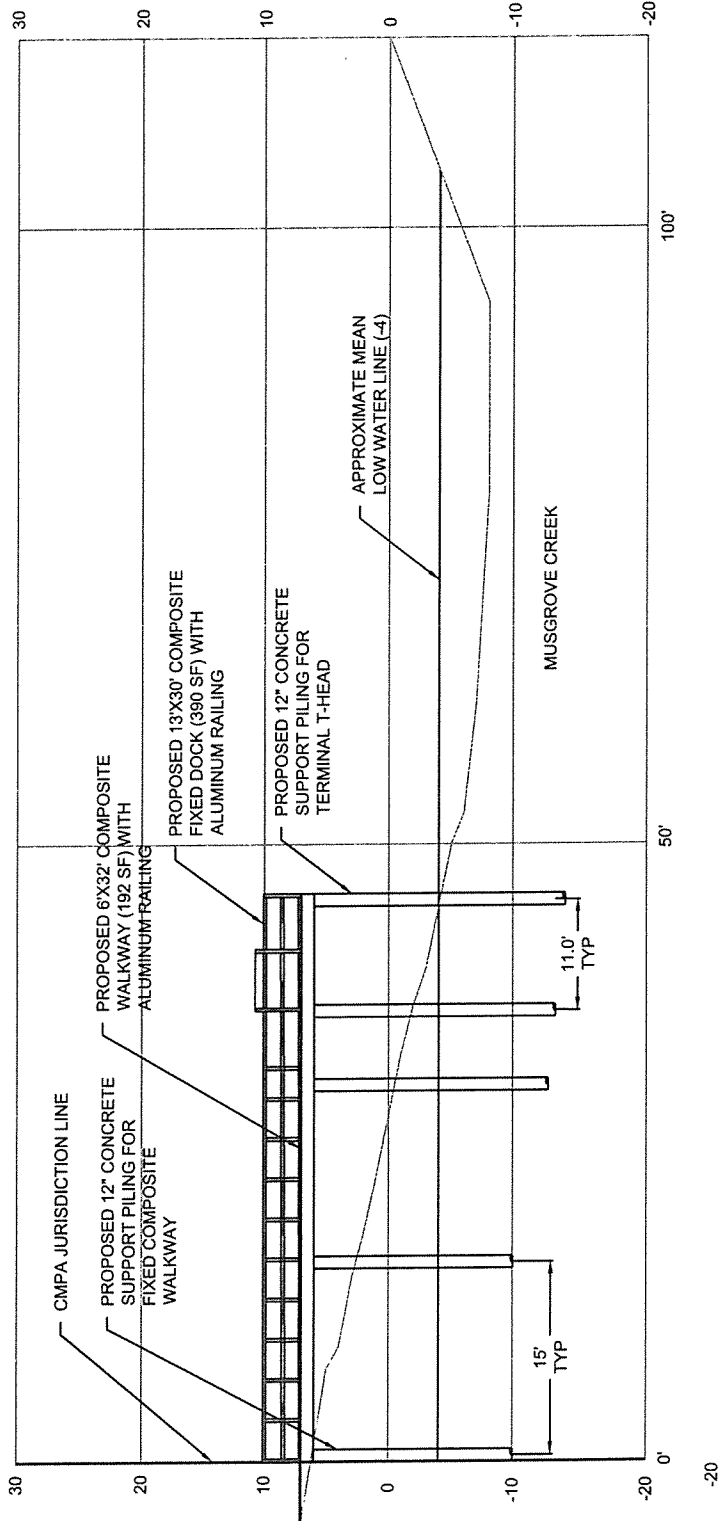
DOCK PROFILE
GALE PRESERVE
ST. SIMONS ISLAND, GA

PREPARED FOR:
 ST. SIMONS LAND TRUST

ROBERTS CIVIL ENGINEERING
 301 SEA ISLAND ROAD, SUITE 10
 ST. SIMONS, GA 31522
 912-638-9681 OFFICE
 912-289-0339 FAX



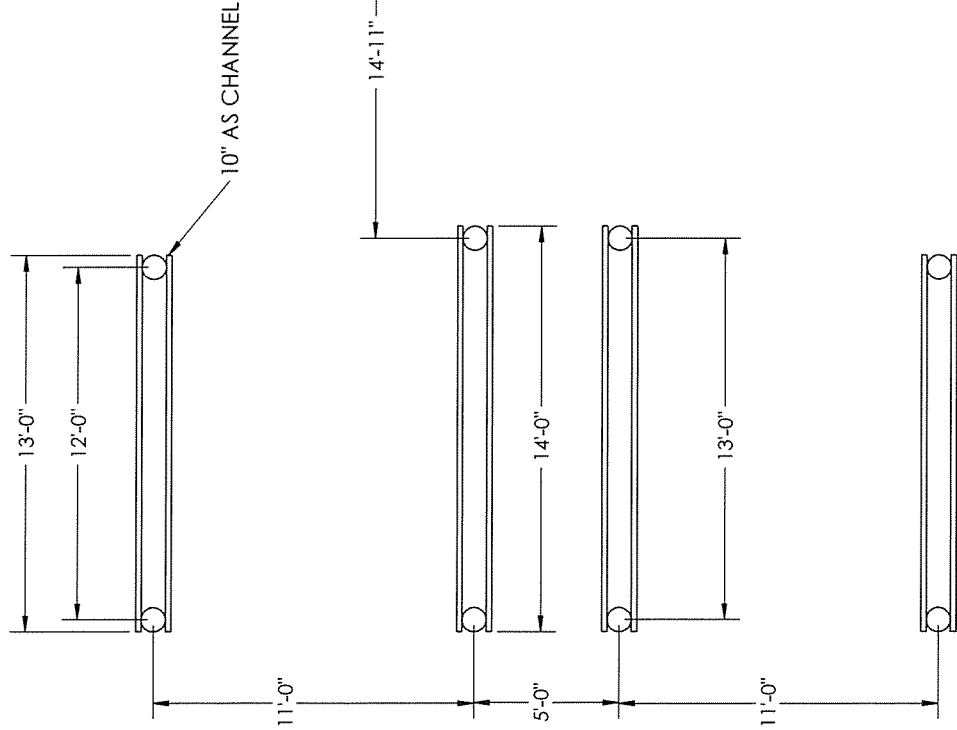
ROBERTS
 CIVIL ENGINEERING



PROFILE VIEW 'A'

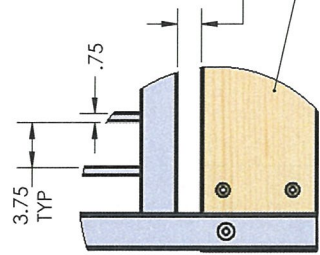
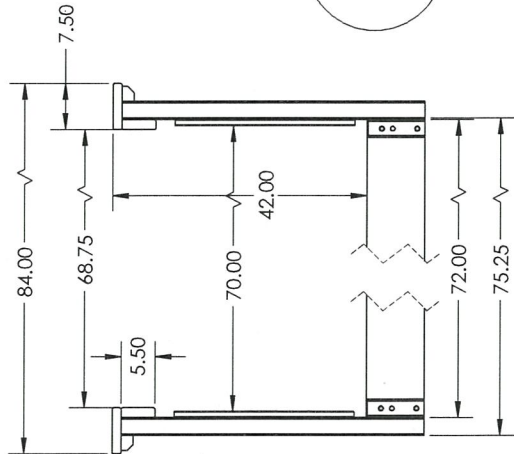
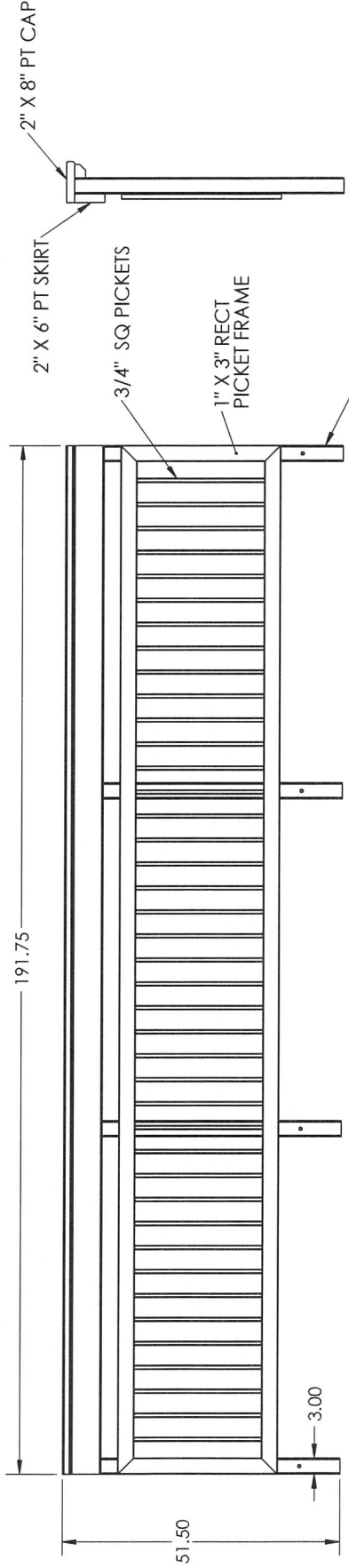
- NOTES:
1. THE DOCK PLANS SHOWN HEREIN SHALL BE USED ONLY AS AN EXHIBIT FOR DOCK PERMITTING WITH THE GEORGIA DEPARTMENT OF NATURAL RESOURCES.
 2. THE DEPTHS OF THE CHANNEL WERE OBSERVED IN AUGUST 2017 BY SHUPE SURVEYING COMPANY, P.C.
 3. THE DIAGRAM IS NOT INTENDED TO BE USED FOR CONSTRUCTION DRAWINGS FOR THE DOCK.
 4. STRUCTURAL ENGINEERING PLANS SHOULD BE DESIGNED PRIOR TO DOCK CONSTRUCTION.

8 7 6 5 4 3 2 1

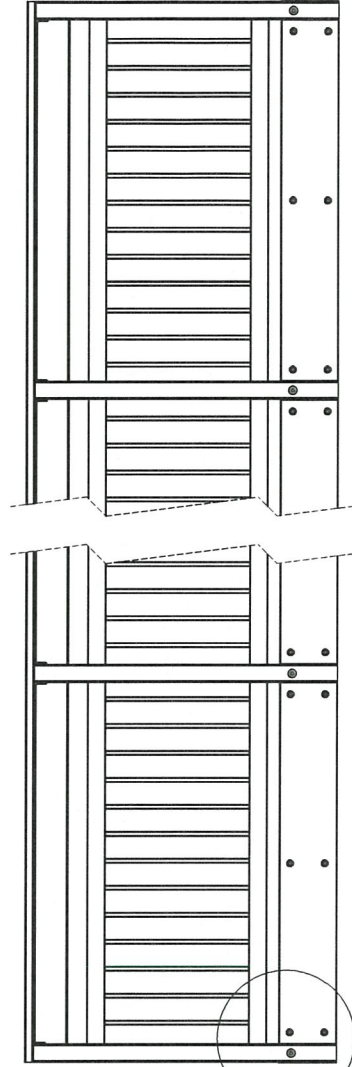


		DATE	4/8/20
NAME	RLW	CHECKED	
DRAWN		ENG APPR.	
UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL: ANGULAR: MACH: BEND: ± .5" TWO PLACE DECIMAL: ± .06 THREE PLACE DECIMAL: ± .005		COMMENTS: O.A.	
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TITLE: 13' x 30' Fixed Pier-Prel		DWG. NO. B	REV
SCALE: 1:50 Weight:		SHEET 3 OF 5	

1 2 3 4 5 6 7 8



DETAIL A
SCALE 1 : 10

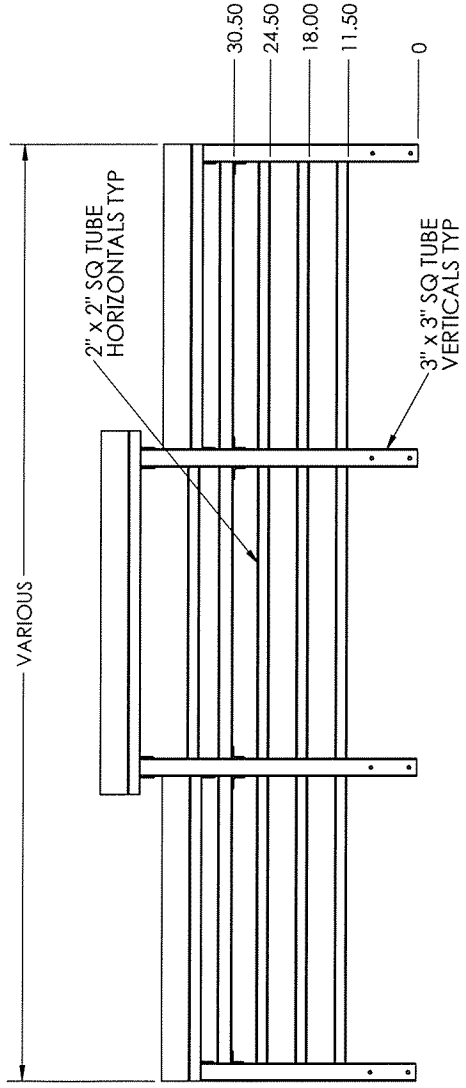
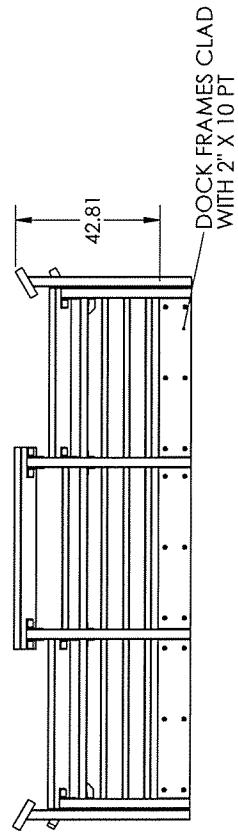


NAME		DATE
RLW		4/8/20
DRAWN		CHECKED
ENG APPR.		ENG APPR.
MFG APPR.		MFG APPR.
O.A.		O.A.
UNLESS OTHERWISE SPECIFIED:		
DIMENSIONS ARE IN INCHES		
TOLERANCES		
FRACTIONALS		
ANGULAR: MACH ± .5°		
TWO PLACE DECIMAL ± .06		
THREE PLACE DECIMAL ± .005		
O.A.		
COMMENTS:		
INTERPRET GEOMETRIC TOLERANCING PER:		
MATERIAL:		
FINISH:		
DO NOT SCALE DRAWING		
NEXT ASSY		USED ON
APPLICATION		
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SIZE		DWG. NO.
REV		REV
SCALE: 1:20 Weight:		SHEET 4 OF 5

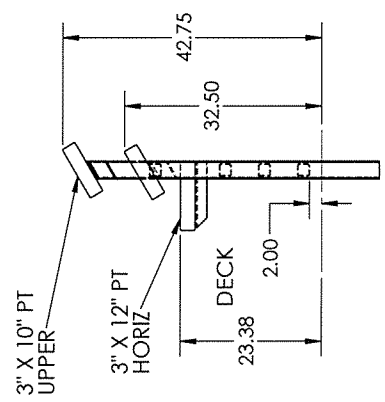


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8 7 6 5 4 3 2 1



COMBINATION ADA RAILING
TYP



Description :

		NAME RLW	DATE 4/8/20
UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES FRACTIONAL ANGULAR: MACH: BEND ± .5° TWO PLACE DECIMAL ± .05 THREE PLACE DECIMAL ± .005		DRAWN CHECKED ENG APPR MFG APPR O.A.	COMMENTS: INTERPRET GEOMETRIC TOLERANCING PER MATERIAL FINISH
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TITLE: 13' x 30' Fixed Pier -Prel SIZE DWG. NO. 13 X 30 PIERHEAD COMBO RAILING SCALE: 1:36 Weight:		REV	SHEET 5 OF 5

D

C

B

A



Glynn County Superior Court
Ronald M. Adams, Clerk of Superior Court
701 H St Brunswick, GA 31520
(912) 554-7313

Receipt: 20-2404

Product	Name		Extended
PlatCopy	Plat Copy		\$2.00
		# of Pages	1
		# of Copies	1
		No Charge	false
Plat Copy			\$2.00
Total			\$2.00
Tender (Cash)			\$2.00
Paid By	GEORGIA DEPT OF NATURAL RESOURCES		

Thank you!

**U.S. ARMY CORPS OF ENGINEERS
LETTER OF PERMISSION (LOP) NOTIFICATION
Coordination with Georgia Department of Natural Resources, Coastal Resources Division
(CRD)**

DATE: June 14, 2020

This notification is to advise you that an application has been received for a Department of the Army permit, pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403). In accordance with Part 352.2(a) (1) of our regulations, we must notify Government Agencies of the proposed work.

Please review the enclosed, check the appropriate line below and return this form by FAX to 912-652-5995 within 10 days of the date at the top of this notice. Please contact the Project Manager within 5 days of the above date if you require more information or plan to provide substantive, site-specific comments. If the Project Manager is contacted directly, a maximum of 15 days from the above date can be provided for your review and comment. (1) **For Georgia Department of Natural Resources-Coastal Resources Division (CRD):** *If you fail to return this form within 10 days, and/or have not notified the Project Manager of forthcoming comments, we will assume that the Georgia Department of Natural Resources-Coastal Resources Division **objects** to our issuance of a LOP for the proposed project, and the proposed project is **not consistent** with Georgia's Coastal Management Program (GCMP).* (2) **For all other agencies and contacted parties:** If you fail to return this form within 10 days of the above date, we will assume your agency does not object to our issuance of a LOP for the proposed project.

RD PROJECT MANAGER: Mr. Allen Atkins PHONE #: 912-652-5022

ACTION ID NUMBER: SAS-2020-00404 APPLICANT: St. Simons Land Trust, LLC

PROJECT DESCRIPTION: The applicant is proposing the placement of a community fishing platform. The proposed platform will consist of a 6ft. x 32ft. fixed walkway extending from the upland to a 390 square foot fixed platform that is 13ft. x 30ft. with the walkway and platform having railing around the structure. Twelve concrete piles will be driven to support the structure with each piling 5-10ft. below existing ground surface. The fixed platform will extend 3-4ft. into the waterway at a point where the waterway is approximately 50ft. wide at Mean Low Water (MLW).

PROJECT LOCATION: The proposed project is located in Musgrove Creek, at Musgrove Subdivision, Glynn County, Georgia (Latitude 31.2248, Longitude -81.3540).

REVIEW AGENCY: CRD

Attention: Mr. Doug Haymans, the PRD file # is
PRD20190095- *CMP 20200016*

This agency has no objection to the issuance of a LOP for the proposed project.

This agency objects to issuance of a LOP for the proposed project for the following reason(s):

CMP not yet issued

The Georgia Federal Consistency Coordinator (GFCC) has determined the proposed project to be consistent with Georgia Coastal Management Program (GCMP).

✓ The GAFCC has determined the proposed project to be inconsistent with GCMP due to the following reason(s): CMPC Permit not yet issued


SIGNATURE OF AGENCY REPRESENTATIVE

06/16/20
DATE



A Golden Past.
A Shining Future.

COMMUNITY DEVELOPMENT DEPARTMENT
1725 Reynolds Street, Suite 200, Brunswick, GA 31520
Phone: 912-554-7428/Fax: 1-888-252-3726

May 27, 2020

St. Simons Land Trust
P.O. Box 24615
St. Simons Island, GA 31522

Re: 355 Village Drive, St. Simons Island
04-15037

St. Simons Land Trust:

Pursuant to the request made by Ms. Emily Ellison regarding the proposed replacement of a fixed fishing platform within the Coastal Marshlands Protection Act (CMPA) jurisdiction, I offer the following:

According to the dock layout plan and profile dated March 5, 2020, drawn by Roberts Civil Engineering, the proposed plans are not violative of the Glynn County Zoning Ordinance.

Should you have any additional questions, please feel free to contact me at sleif@glynncounty-ga.gov.

Sincerely,

Stefanie Leif, AICP
Planning Manager

The Glynn County Planning and Zoning Division makes every effort to provide the most accurate interpretation possible based on the information available. No warranties, expressed or implied, are provided for the information herein, its use or interpretation. This letter addresses the zoning designation of the property only; other codes and ordinances which may affect the ability to develop this property may apply.

RECEIVED

JUN 09 20

GA-DNR

CERTIFICATE OF SURVEYOR:

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TO ALL PARTIES INTERESTED IN THE TITLE TO THE TRACT(S) OF LAND (UNLESS OTHERWISE STATED, HEREINAFTER COLLECTIVELY REFERRED TO IN THE CERTIFICATE AND HEREON AS "THE LAND") SURVEYED AND PLATTED HEREON, THAT THIS PLAT; (A) IS THE RESULT OF A FIELD SURVEY AND IS AN ACCURATE, CURRENT AND COMPLETE REPRESENTATION OF THE LAND SURVEYED AND PLATTED HEREON; (B) WAS PREPARED IN CONFORMANCE WITH, PURSUANT TO, AND IS IN COMPLIANCE WITH (1) THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW; (2) OCCA §§ 13-6-87 - 89 AMENDED THROUGH THE DATE OF THIS CERTIFICATE; AND (3) ALL APPLICABLE LOCAL, COUNTY, AND MUNICIPAL ORDINANCES, STATUTES AND SPECIFICATIONS; (C) SHOWS THAT THE LAND IS TIED (IN COMPLIANCE WITH OCCA §§ 44-1-20 - 31 AS AMENDED THROUGH THE DATE OF THIS CERTIFICATE) TO THE GEORGIA COORDINATE SYSTEM OF 1985, EAST ZONE, AND SHOWS THE STATE PLANE COORDINATES OF AT LEAST TWO PERMANENT MONUMENTS ON THE SURVEY, EXPRESSED IN AMERICAN SURVEY FEET AND ALSO SHOWS WHEN A NATIONAL GEODETIC SURVEY MONUMENT IS WITHIN 500 FEET OF ANY POINT ON THE PROPERTY MAPPED OR PLATTED, OR ANY POINT OF REFERENCE SHOWN THEREON; (D) SHOWS THAT ALL BEARINGS ARE REFERENCED TO GRID NORTH, GEORGIA COORDINATE SYSTEM OF 1985, EAST ZONE; (E) SHOWS THAT ALL CORNERS HAVE BEEN ESTABLISHED AND MARKED BY EITHER IRON PINS OR CONCRETE MONUMENTS WHICH HAVE BEEN FOUND, VERIFIED, LABELED AS TO TYPE AND LEFT IN PLACE; (F) LABELS HEREON A POINT OF BEGINNING WHICH IS LOCATED ON THE PERMETER BOUNDARY; (G) SHOWS HEREON IN A "LEGEND" THE MEANINGS OF ALL ABBREVIATIONS AND SYMBOLS USED; (H) SHOWS HEREON THE NUMBER, DATE AND NATURE OF ALL REVISIONS OF THIS PLAT; (I) IS ELIGIBLE FOR RECORDING TO THE PLAT BOOK RECORDS IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF ANY COUNTY OR COUNTIES IN WHICH THE LAND TOTALLY OR PARTIALLY LIES, AND CLEARLY INDICATES ACRES, LAND LOTS, SECTIONS DISTRICT BY COUNTY(ES); AND (J) INCORPORATES EACH SPECIFICALLY REQUIRED ITEM INCLUDING ANY AS SET OUT IN THAT CERTAIN SERVICES AGREEMENT(S) REGARDING THIS PLAT BETWEEN THE UNDERSIGNED AND ST. SIMONS LAND TRUST, THE STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES AND THE BRENN FOUNDATION; AND (K) AN AREA MAP INDICATING THE LOCATION OF THE PROPERTY.

C. TEPPLE HILL, PHILLOSHUPESURVEY.COM, OFFICE 912-265-0582 / FAX 912-264-4785, GEORGIA REGISTERED LAND SURVEYOR NO. 3081

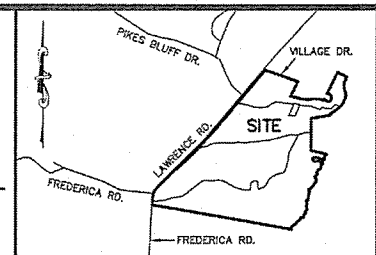
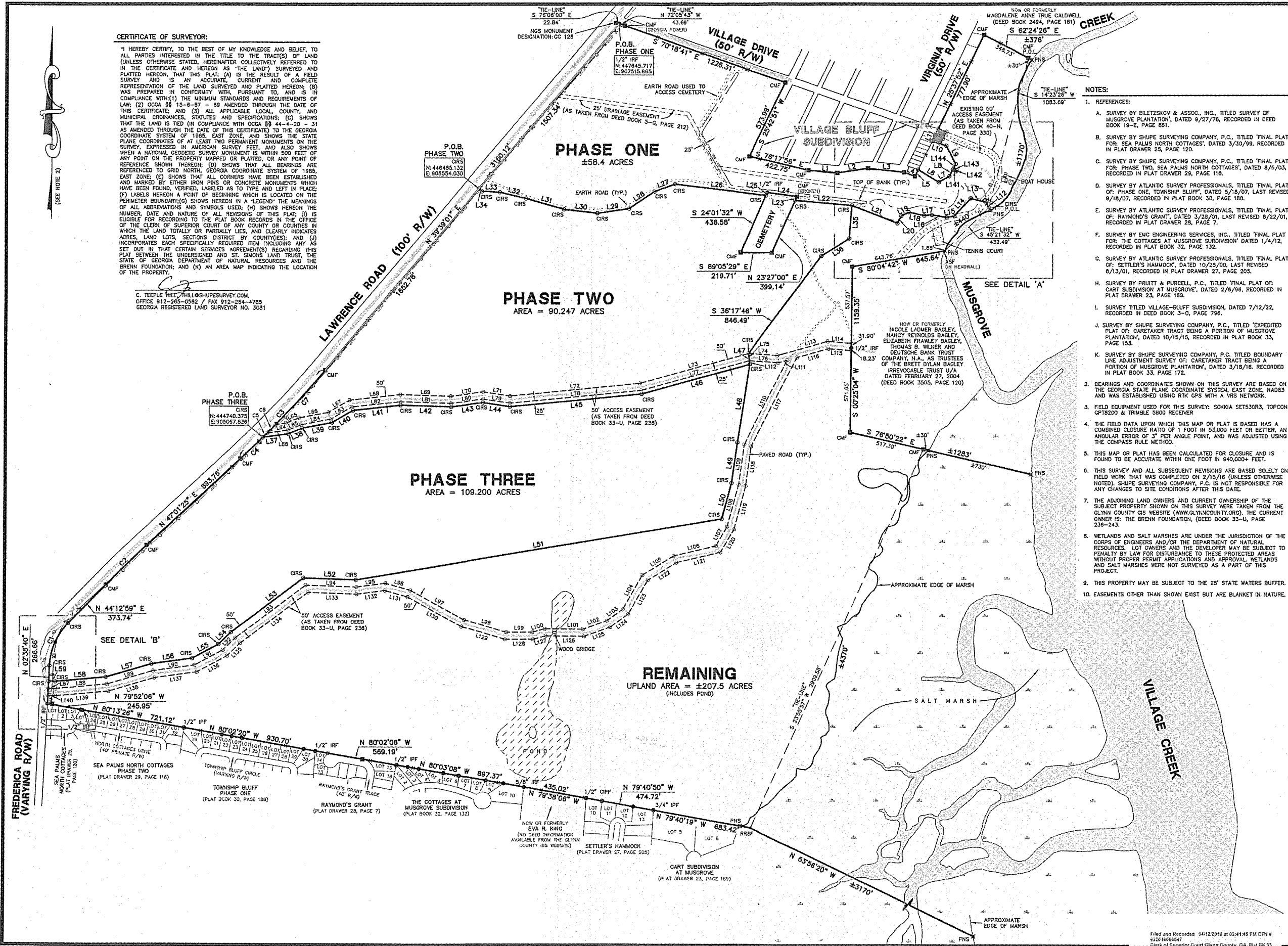
P.O.B. PHASE THREE, CIRS, N: 444740.375, E: 905067.836

PHASE ONE, ±58.4 ACRES

PHASE TWO, AREA = 90.247 ACRES

PHASE THREE, AREA = 109.200 ACRES

REMAINING UPLAND AREA = ±207.5 ACRES (INCLUDES POND)



VICINITY MAP (NOT TO SCALE). THIS DOCUMENT AND ALL REPRODUCIBLE COPIES OF THIS DOCUMENT ARE THE PROPERTY OF SHUPE SURVEYING COMPANY, P.C. REPRODUCTION OF THIS DOCUMENT IS NOT PERMITTED WITHOUT WRITTEN CONSENT OF SHUPE SURVEYING COMPANY, P.C. UNLESS THIS DOCUMENT BECOMES A MATTER OF PUBLIC RECORD. ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.

- LEGEND: C.M.F. CONCRETE MONUMENT FOUND, C.I.R.S. 1/2" CAPPED IRON REBAR SET (SSC FC, LSF 317), C.I.P.F. CAPPED IRON PIPE FOUND, I.P.F. IRON PIPE FOUND, I.R.F. IRON REBAR FOUND, P.N.S. POINT NOT SET, R.R.S.F. RAILROAD SPIKE FOUND, X.S.F. "X" SCRIBE FOUND, P.O.B. POINT OF BEGINNING, P.O.L. POINT ON LINE, POST, CABLE TV BOX, TELEPHONE BOX, GUY WIRE, UTILITY POLE, LIGHT POLE, WELL, MAILBOX, NATURAL GAS VALVE, UTILITY LINE MARKER, WATER METER, ASPHALT, BUILDING, SALT MARSH, WIRE FENCE, OVERHEAD UTILITY LINE.

NOTES: 1. REFERENCES: A. SURVEY BY BILETZKOV & ASSOC., INC., TITLED SURVEY OF MUSGROVE PLANTATION, DATED 9/27/76, RECORDED IN DEED BOOK 19-E, PAGE 861. B. SURVEY BY SHUPE SURVEYING COMPANY, P.C., TITLED 'FINAL PLAT FOR: SEA PALMS NORTH COTTAGES', DATED 3/20/99, RECORDED IN PLAT DRAWER 25, PAGE 120. C. SURVEY BY SHUPE SURVEYING COMPANY, P.C., TITLED 'FINAL PLAT FOR: PHASE TWO, SEA PALMS NORTH COTTAGES', DATED 8/6/03, RECORDED IN PLAT DRAWER 29, PAGE 118. D. SURVEY BY ATLANTIC SURVEY PROFESSIONALS, TITLED 'FINAL PLAT OF: PHASE ONE, TOWNSHIP BLUFF', DATED 5/15/07, LAST REVISED 9/18/07, RECORDED IN PLAT BOOK 30, PAGE 188. E. SURVEY BY ATLANTIC SURVEY PROFESSIONALS, TITLED 'FINAL PLAT OF: PHASE ONE, TOWNSHIP BLUFF', DATED 5/15/07, LAST REVISED 9/18/07, RECORDED IN PLAT DRAWER 28, PAGE 7. F. SURVEY BY EMC ENGINEERING SERVICES, INC., TITLED 'FINAL PLAT FOR: THE COTTAGES AT MUSGROVE SUBDIVISION' DATED 1/4/12, RECORDED IN PLAT BOOK 32, PAGE 132. G. SURVEY BY ATLANTIC SURVEY PROFESSIONALS, TITLED 'FINAL PLAT OF: SETTLER'S HAMMOCK', DATED 10/25/00, LAST REVISED 8/13/01, RECORDED IN PLAT DRAWER 27, PAGE 205. H. SURVEY BY PRUITT & PURCELL, P.C., TITLED 'FINAL PLAT OF: CART SUBDIVISION AT MUSGROVE', DATED 2/6/96, RECORDED IN PLAT DRAWER 23, PAGE 169. I. SURVEY TITLED VILLAGE-BLUFF SUBDIVISION, DATED 7/12/22, RECORDED IN DEED BOOK 3-0, PAGE 796. J. SURVEY BY SHUPE SURVEYING COMPANY, P.C., TITLED 'EXPEDITED PLAT OF: CARETAKER TRACT BEING A PORTION OF MUSGROVE PLANTATION', DATED 10/15/15, RECORDED IN PLAT BOOK 33, PAGE 133. K. SURVEY BY SHUPE SURVEYING COMPANY, P.C. TITLED BOUNDARY LINE ADJUSTMENT SURVEY OF: CARETAKER TRACT BEING A PORTION OF MUSGROVE PLANTATION, DATED 3/19/16, RECORDED IN PLAT BOOK 33, PAGE 172. 2. BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 AND WAS ESTABLISHED USING RTK GPS WITH A VRS NETWORK. 3. FIELD EQUIPMENT USED FOR THIS SURVEY: SOKKIA SETS30R3, TOPCON GPT8200 & TRIMBLE S800 RECEIVER. 4. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A COMBINED CLOSURE RATIO OF 1 FOOT IN 53,000 FEET OR BETTER, AN ANGULAR ERROR OF 3" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD. 5. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 940,000+ FEET. 6. THIS SURVEY AND ALL SUBSEQUENT REVISIONS ARE BASED SOLELY ON FIELD WORK THAT WAS COMPLETED ON 2/15/16 (UNLESS OTHERWISE NOTED). SHUPE SURVEYING COMPANY, P.C. IS NOT RESPONSIBLE FOR ANY CHANGES TO SITE CONDITIONS AFTER THIS DATE. 7. THE ADJOINING LAND OWNERS AND CURRENT OWNERSHIP OF THE SUBJECT PROPERTY SHOWN ON THIS SURVEY WERE TAKEN FROM THE CLYNN COUNTY GIS WEBSITE (WWW.CLYNNCOUNTY.GOV). THE CURRENT OWNER IS: THE BRENN FOUNDATION, (DEED BOOK 33-U, PAGE 236-243. 8. WETLANDS AND SALT MARSHES ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT APPLICATIONS AND APPROVAL. WETLANDS AND SALT MARSHES WERE NOT SURVEYED AS A PART OF THIS PROJECT. 9. THIS PROPERTY MAY BE SUBJECT TO THE 25' STATE WATERS BUFFER. 10. EASEMENTS OTHER THAN SHOWN EXIST BUT ARE BLANKET IN NATURE.

Table with 3 columns: NO., REVISION, BY, DATE. Row 1: 1. REVISED PHASE 2 & 3 BOUNDARY LINES, C.T.H., 3/29/16. Row 2: 2. REVISED TO SHOW CARETAKER TRACT, S.A.C., 3/18/16. Row 3: 3. LOT LINE ADJUSTMENT, S.A.C., 3/18/16.

A BOUNDARY SURVEY OF: MUSGROVE PLANTATION, 25TH G.M.D., ST. SIMONS ISLAND, GLYNN COUNTY, GEORGIA. PREPARED FOR: ST. SIMONS LAND TRUST, STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES, THE BRENN FOUNDATION AND CHICAGO TITLE AND COMMONWEALTH LAND TITLE INSURANCE COMPANY.

SHUPE SURVEYING COMPANY, P.C., 3837 DARREN HIGHWAY, BRUNSWICK, GA 31525, 912-265-0582. CERTIFICATE OF AUTHORIZATION: LSF317.

Scale bar (1" = 300'), PLAT DATE 2/18/16, FILE 15088, DRAWN BY S.A.C., DRAWING 15088-5.DWG, CREW CHIEF G.G.N.T., SHEET 1 OF 2.

Filed and Recorded: 04/12/2016 at 02:41:45 PM. C.F.N. # 512016000947. Clerk of Superior Court Glynn County, GA. Plat BK 33 PG 173, 174. TRAMS # 102784. James D. Jones #1.

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed
Secretary of State
Filing Date: 01/24/2020 15:30:42

BUSINESS INFORMATION

BUSINESS NAME : ST. SIMONS LAND TRUST, INC.
CONTROL NUMBER : 0102445
BUSINESS TYPE : Domestic Nonprofit Corporation
ANNUAL REGISTRATION PERIOD : 2020

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : PO Box 24615, St. Simons Island, GA, 31522, USA
REGISTERED AGENT NAME : David H Pope
REGISTERED OFFICE ADDRESS : 1624 Frederica Road, PO Box 24615, St Simons Island, GA, 31522, USA
REGISTERED OFFICE COUNTY : Glynn

OFFICER	TITLE	ADDRESS
Frank Mitchell	CFO	1624 Frederica Road, St Simons Island, GA, 31522, USA
Jack Kilgore	Secretary	St Simons Land Trust P.O. Box 24615, St. simons Island, GA, 31522, USA
Scott McQuade	CEO	1624 Frederica Road, St Simons Island, GA, 31522, USA

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : PO Box 24615, St. Simons Island, GA, 31522, USA
REGISTERED AGENT NAME : Emily Ellison
REGISTERED OFFICE ADDRESS : 1810 Frederica Road, St. Simons Island, GA, 31522, USA
REGISTERED OFFICE COUNTY : Glynn

OFFICER	TITLE	ADDRESS
Jack Kilgore	CFO	1810 Frederica Road, St. Simons Island, GA, 31522, USA
Scott McQuade	CEO	1810 Frederica Road, St Simons Island, GA, 31522, USA
Nancy Dorn	Secretary	1810 Frederica Road, St. Simons Island, GA, 31522, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Sue Tuttle
AUTHORIZER TITLE : Authorized Person



GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF STATE
**BRAD
RAFFENSPERGER**

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **ST. SIMONS LAND TRUST, INC.** Control Number: **0102445**

Business Type: **Domestic Nonprofit Corporation** Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **PO Box 24615, St. Simons Island, GA, 31522, USA** Date of Formation / Registration Date: **1/12/2001**

State of Formation: **Georgia** Last Annual Registration Year: **2020**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Emily Ellison**

Physical Address: **1810 Frederica Road, St. Simons Island, GA, 31522, USA**

County: **Glynn**

OFFICER INFORMATION

Name	Title	Business Address
Jack Kilgore	CFO	1810 Frederica Road, St. Simons Island, GA, 31522, USA
Nancy Dorn	Secretary	1810 Frederica Road, St. Simons Island, GA, 31522, USA
Scott McQuade	CEO	1810 Frederica Road, St Simons Island, GA, 31522, USA

[Back](#) [Filing History](#) [Name History](#)

[Return to Business Search](#)

Deed Book 3584 Page 306, Filed and Recorded 05/17/2016 at 04:24:34 PM
CFN #632016004966 Real Estate Transfer Tax \$3387.20 James D. Jones
Clerk of Superior Court Glynn County, GA

Attachment 9

Prepared by and after recording return to:
Hartman Simons & Wood LLP
Attn: Joseph Fucile, Esq.
6400 Powers Ferry Road NW, Suite 400
Atlanta, Georgia 30339

LIMITED WARRANTY DEED

THIS INDENTURE is made and entered into as of MAY 17, 2016, by and between THE BRENN FOUNDATION, INC., a District of Columbia nonprofit corporation ("Grantor") and ST. SIMONS LAND TRUST, INC., a Georgia nonprofit corporation ("Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

WITNESSETH, THAT:

GRANTOR, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee, the real property described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

THIS CONVEYANCE and the warranties herein contained are expressly made subject to those "RESERVED EASEMENTS AND RESTRICTIVE COVENANTS" set forth in Exhibit "B" attached hereto and incorporated herein by this reference as if stated here word for word in their entirety and subject to those matters set forth on Exhibit "C" as the "Permitted Title Exceptions."

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE, subject to the RESERVED EASEMENTS AND RESTRICTIVE COVENANTS, as well as the Permitted Title Exceptions.

3034909-2 12410.0001000

AND GRANTOR will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons and entities owning, holding or claiming by, through or under Grantor, but not otherwise, subject to the RESERVED EASEMENTS AND RESTRICTIVE COVENANTS, as well as the Permitted Title Exceptions.

IN WITNESS WHEREOF, Grantor has executed and sealed this Limited Warranty Deed on the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
My Commission Expires: June 13, 2017

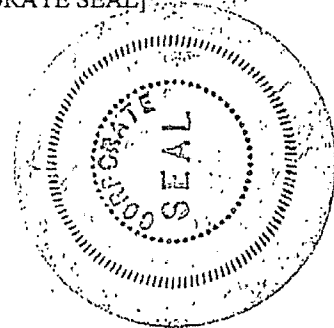
[NOTARIAL SEAL]

BRIAN W. PALMER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID: 20134034285
MY COMMISSION EXPIRES JUNE 13, 2017

THE BRENN FOUNDATION, INC.,
a District of Columbia nonprofit corporation

By: *[Signature]*
Nicole Bagley, President

[CORPORATE SEAL]



IN WITNESS WHEREOF, Grantee has executed and sealed this Limited Warranty Deed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Hillary Strickellon
Unofficial Witness

Penny P. Moore
Notary Public
My Commission Expires: 6-11-2019

ST. SIMONS LAND TRUST, INC.,
a Georgia nonprofit corporation

By: [Signature]
Name: Ben T. Stade, III
Title: Executive Director

[CORPORATE SEAL]

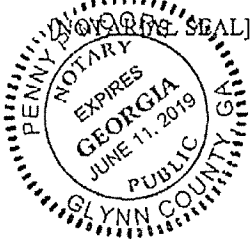


EXHIBIT A

All of that certain lot, tract or parcel of land situate, lying and being in the 25th G.M.D., on St. Simons Island, Glynn County, Georgia, being all of PHASE ONE, said Phase One containing approximately 58.4 acres, more or less, as identified and described on that certain plat of survey entitled "Musgrove Plantation" prepared by Shupe Surveying Company, P.C., dated February 18, 2016, and recorded in Plat Book 33, Page 173, Glynn County, Georgia Records.

Reference is hereby made to the aforesaid plat of survey and to the record thereof for the purpose of establishing the boundaries and dimensions of the property and for all other purposes of description and identification.

EXHIBIT B
RESERVED EASEMENTS AND RESTRICTIVE COVENANTS

Reserved Easements:

a. Grantor hereby reserves to itself and its successors and assigns a perpetual, non-exclusive easement for pedestrian and vehicular ingress and egress, and utilities, over, through, under, and across, the area shown as "Village Lane 60' Access Easement" on the plat of survey prepared by Shupe Surveying Company, P.C., dated 3/18/16, entitled "Caretaker Tract Being a Portion of Musgrove Plantation," recorded in the office of the Clerk of the Superior Court of Glynn County, Georgia, in Plat Book 33 Page No. 172, provided, however, this reserved easement is for one single family residential lot and may not be expanded for use by Grantor or its successors or assigns to benefit more than one single family residential lot.

b. Grantor hereby reserves to itself and its successors and assigns a perpetual, non-exclusive easement for pedestrian and vehicular ingress and egress, over, through, under, and across, the area shown as "30' Boat Launch Easement Centered on Boat Ramp and Extends to Existing 50' Access Easement" on the plat of survey prepared by Shupe Surveying Company, P.C., dated 2/18/16, entitled "Musgrove Plantation" recorded in the office of the Clerk of the Superior Court of Glynn County, Georgia, in Plat Book 33 Page No. 173-174, provided, however, this reserved easement is for the use of the area to launch and retrieve boats having a length of twenty (20) feet or less, and the area may not be used to launch jet skis or similar personal watercraft, or any other purpose.

c. Terms of Reserved Easements: So long as any or all of the above Reserved Easements are in effect, Grantor shall maintain in full force and effect a commercial general liability insurance policy with commercially reasonable limits and deductibles but in no event less than One Million Dollars (\$1,000,000) per occurrence, which policy shall cover any liability arising from or in connection with the use of the burdened parcels by, or the presence anywhere on the burdened parcels of, Grantor, or its agents, employees, contractors, mortgagees, customers, tenants, licensees or invitees. All of Grantor's insurance policies shall be written by a company rated not less than A-VIII or better by the current edition of A.M. Best Company's Insurance Rating Guide or its equivalent. Grantor hereby agrees to indemnify, save, defend, and hold Grantee and its officers, directors, shareholders, partners, trustees, employees, agents, affiliates, lenders, insurers, successors and assigns (the "Grantee Parties") harmless from any and all liability, claims, costs, losses or damages (including the costs and expenses of defending such claims), arising as a result of the exercise of the rights reserved by Grantor herein except to the extent caused or contributed to by the gross negligence or willful misconduct Grantee or any of the Grantee Parties.

Restrictive Covenants:

- a. The property is conveyed subject to the following restrictive covenants which benefit Grantor's remaining property and which the parties hereto agree shall run with the land and be binding upon Grantee and each of its successors, assigns and invitees:
- b. Use of the boat ramp is to be by "advance reservation only" and will bear conspicuous signage notifying patrons of this fact and of the following restrictions on its use. No "jet skis" or similar personal watercraft and no motorized boats over twenty (20) feet in length may be launched from the property, except as may be required by the use of the boat ramp by public officials associated with the State of Georgia Department of Natural Resources.
- c. No more than five (5) parking spaces for vehicles with boat trailers and twelve (12) parking spaces for vehicles without trailers may be provided on the property at any given time.
- d. Prior to submitting any management plan or site plan for the property ("Plans") for approval to the State of Georgia Department of Natural Resources, or any future holder of a conservation easement on the property, Grantee shall submit the proposed Plans to Grantor and provide Grantor a fifteen (15) day period during which to review the proposed Plans and provide Grantee with feedback on the proposed Plans, except in the event of an emergency, in which case Grantee may act without providing such period.

EXHIBIT C
PERMITTED TITLE EXCEPTIONS

- a. Matters set forth on the plat of survey made by W. N. Gramling, Civil Engineer and County Surveyor dated June 16, 1945, and attached to that certain deed from Sea Island Company to Nancy S. Reynolds, then Nancy R. Bagley, dated November 29, 1945, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Deed Book 5-T, Page 275.
- b. Matters set forth on the plat of survey entitled "Survey of Musgrove Plantation 25 GMD St. Simons is. Ga.", made by Biletzskov & Assoc., Inc., certified by Joe Biletzskov, Georgia Registered Land Surveyor No. 1672, dated August 27, 1976, and attached to that certain deed from Nancy S. Reynolds, formerly Nancy R. Bagley, to Smith Bagley dated September 17, 1976, and recorded in the office of the Clerk of Superior Court of Glynn County, Georgia in Deed Book 19-E, Page 861.
- c. Matters set forth on the plat of survey prepared by George P. Underwood Jr. & Associates, certified by G. P. Underwood, Jr., Georgia Registered Land Surveyor No. 1927, dated November __, 1990, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia in Deed Book 40-N, Page 333.
- d. Matters set forth on the plat of survey prepared by Shupe Surveying Company, P.C., dated February 18, 2016, entitled "A Boundary Survey of: Musgrove Plantation," recorded in the office of the Clerk of the Superior Court of Glynn County, Georgia, in Plat Book 33, Page 173.
- e. Easement from Mrs. Nancy R. Bagley to Georgia Power Company dated January 29, 1940, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Mortgage Book 45, Page 781.
- f. Easement from Mrs. Nancy R. Bagley to Georgia Power Company dated May 27, 1940, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Mortgage Book 47, Page 68.
- g. Easement from Ed Preece to Georgia Power Company dated June 14, 1940, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Mortgage Book 47, Page 72.
- h. Easement from Nancy R. Bagley to Georgia Power Company dated October 13, 1952, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Mortgage Book 67, Page 378.
- i. Easement from Nancy R. Bagley to the State Highway Board of Georgia dated May 11, 1942, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Deed Book 5-G, Page 212.
- j. Right of Way Easement from Nancy R. Bagley dated May 11, 1942, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Deed Book 5-G, Page 213.
- k. Agreement between Mrs. Nancy Reynolds Bagley and Georgia Power Company dated April 14, 1960, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Mortgage Book 86, Page 241.
- l. Easement from Nancy S. Reynolds to Georgia Power Company dated November 29, 1969, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Mortgage Book 124, Page 493.

- m. Easement from Nancy S. Reynolds to Georgia Power Company dated November 22, 1969, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Mortgage Book 124, Page 494.
- n. Easement from Nancy S. Reynolds to Georgia Power Company dated June, 1980, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Mortgage Book 132, Page 770.
- o. Agreement between Smith Bagley and The Brenn Foundation dated December 20, 1989, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Deed Book 33-U, Page 230.
- p. Easements and reservations contained in that certain deed from Smith Bagley to The Brenn Foundation dated December 20, 1989, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Deed Book 33-U, Page 236.
- q. Agreement between Smith Bagley and The Brenn Foundation dated October 24, 1991, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Deed Book 40-N, Page 330.
- r. Rights of others under Georgia law, if any, in and to the cemetery located adjacent to the property, or any burial sites on the property, including but not limited to the rights of ingress and egress thereto.
- s. Rights of others under Georgia law, if any, in and to the use of any drains and/or ditches located over, across, in or under the property, and rights to enter upon the property to maintain the same.

RECORDED
STATE PROPERTIES COMMISSION

STATE OF GEORGIA
COUNTY OF GLYNN

MAY 05 2016

REAL PROPERTY RECORDS

011802

CONSERVATION EASEMENT

THIS INDENTURE, is made this 17th day of MAY, 2016 (hereinafter "Effective Date"), by and between ST. SIMONS LAND TRUST, INC., a Georgia non-profit corporation, (hereinafter "Grantor"), and the STATE OF GEORGIA, acting by and through its STATE PROPERTIES COMMISSION, with custody in the GEORGIA DEPARTMENT OF NATURAL RESOURCES, a Georgia governmental entity (hereinafter "Grantee").

RECITALS:

WHEREAS, Grantor is the owner in fee simple of certain real property on St. Simons Island, Glynn County, Georgia which has aesthetic, scientific, educational, or ecological value in its present state as a predominately natural area which has not been subject to extensive development or exploitation, which property is described in Exhibit "A" attached hereto and by this reference is incorporated herein (hereinafter "Property"); and

WHEREAS, Grantor represents and warrants that the Property is free and clear of all encumbrances except for those certain easements and reservations of record as of the Effective Date (hereinafter "Permitted Exceptions") and set forth on Exhibit "B", attached hereto and by this reference incorporated herein; and

WHEREAS, the Property is a natural area which contains significant relatively natural habitats in which several species of fish, plants and other wildlife normally live, as detailed in the Fish and Wildlife Service National Coastal Wetlands Conservation Grant Application (hereinafter "FWS NCWCG") dated June 27, 2014 including Maritime Forest, Shell Midden Woodland, Pond Pine Woodlands, and Salt and Brackish Marsh, and the Property contains high quality examples of said habitats which are worthy of protection and provides unique research opportunities; and

WHEREAS, the Property is a land area appropriate for the outdoor recreation of the general public, the education of the general public, and research; and

WHEREAS, the Property is worthy of protection for its open space value based upon the scenic enjoyment of the Property by the general public, and such protection will yield a significant public benefit as contemplated in 26 CFR § 1.170A-14(d)(4)(iv); and

WHEREAS, the characteristics of the Property are further described in a "Baseline Study" a copy of which is on file at Grantee's office and attached hereto and incorporated herein by reference as Exhibit "C" and which Baseline Study consists of maps, photographs, and other documentation that the parties hereto agree provide an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though nonexclusive,

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information baseline for monitoring compliance with the terms of this conservation easement; and

WHEREAS, as described in the Baseline Study, the Property has significant fish and wildlife habitats, significant open space values, and significant recreation, conservation, educational, and research opportunities (collectively, the "Conservation Values"), which are of great importance to Grantor and Grantee; and

WHEREAS, per FWS NCWCG requirements a management plan approved by the Georgia Department of Natural Resources Nongame Conservation Section (hereinafter "Management Plan") will be adopted by Grantor to provide guidelines for management strategies and actions associated with the Property to promote the Conservation Values, which Management Plan will be updated from time to time as necessary to incorporate then current federal, state, and regional policies, and best practices, regarding forestry, wildlife management, invasive species, research and study, public recreation, and coastal management, a copy of which Management Plan will be maintained on file with Grantor and Grantee; and

WHEREAS, Grantor intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values in perpetuity pursuant to the terms of this conservation easement; and

WHEREAS, Grantee, an eligible donee as described under 26 CFR § 1.170A-14(c)(1), is a governmental unit whose purposes include protecting the natural, scenic or open space values of real property, protecting land for outdoor recreational uses of the general public, and protecting historically important land areas and structures; and

WHEREAS, the Georgia Uniform Conservation Easement Act, O.C.G.A. § 44-10-1 et seq., permits the creation of conservation easements for the purposes of, *inter alia*, maintaining or enhancing water quality and retaining or protecting the natural, scenic, or open space values of real property, and Grantor and Grantee wish to avail themselves of the provision of that law; and

WHEREAS, the State Properties Commission approved the acceptance of this conservation easement in form and substance on the 16th day of December, 2015.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, and of the covenants, mutual agreements, conditions and premises herein contained, Grantor does freely give, grant, bargain, sell and convey unto Grantee, its successors and assigns, forever, a conservation easement in perpetuity (hereinafter referred to as the "Conservation Easement") over the Property consisting of the following:

A. PURPOSE

The purposes of this Conservation Easement are: (1) assuring the Property will be retained in perpetuity in its predominantly natural, scenic, undisturbed and open condition; (2) maintaining and preserving the Property's water quality, wetlands, and riparian areas; (3)

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protecting the native ecological integrity of the Property; (4) protecting any rare plants, animals, or plant communities on the Property; (5) protecting the recreational and historic nature of the Property; (6) providing Passive Recreation (defined below) and environmental, historical, cultural, and conservation related educational and research opportunities, the cumulative impact of which do not impair or interfere with the Conservation Values; and (7) in all respects preventing any use of the Property that would materially impair or interfere with the Conservation Values; the foregoing list collectively referred to herein either as the "Purpose" or the "Purposes".

"Passive Recreation" means one or more of the following passive park uses, as appropriate given site conditions, the location of the Property, and other attributes considered in sound park planning practice, that are not expressly prohibited by this Conservation Easement and do not materially impair or interfere with the Conservation Values, all subject to the Purposes listed above: walking, hiking, running, cycling, horseback riding, fishing, bird-watching, picnicking, canoeing, kayaking, paddle boarding, boating, nature appreciation, educational and other low-impact recreational activities, together with such associated auxiliary improvements, such as permeable parking facilities, boat launches, permeable trails, benches, docks, and restrooms, as may be desirable to enhance the public's use and enjoyment of the Property or a portion thereof as a passive park, to the extent the construction thereof is not expressly prohibited by this Conservation Easement.

Grantor intends that this Conservation Easement will limit the use of the Property to such activities and uses consistent with the Purposes.

B. AFFIRMATIVE RIGHTS. The following rights are hereby conveyed to Grantee by this Conservation Easement:

Subject to the terms herein, Grantee shall have the right in perpetuity to preserve and protect the Conservation Values of the Property including the right to prevent any activity on or use of the Property that will materially impair or interfere with the Conservation Values.

Grantee shall have the right, in a reasonable manner and at reasonable times, to enter the Property for the purposes of inspecting same to determine compliance herewith, for management, educational, research and other official purposes, and, at all times, to access and use the boat ramp on the Property. Grantee shall have the right to prevent or restrict any activity on or use of the Property that is inconsistent with the Purposes including from time to time public access, public recreation or archeological activities or other activities and uses. Grantee shall also have the right to enforce by proceedings at law or in equity the covenants, terms and conditions of this Conservation Easement, including but not limited to, the right to require the restoration of the Property to its condition at the time of the grant of this Conservation Easement following a breach of Grantor's obligations hereunder. Nothing herein shall be construed to entitle the Grantee to institute any proceedings against Grantor for any changes to the Property due to causes beyond the Grantor's control, such as changes caused by fire, floods, or storm.

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C. PROHIBITED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the Purposes and likely to materially impair or interfere with the Conservation Values is prohibited without the prior written consent of Grantee (which may be withheld in Grantee's absolute discretion), except as expressly provided below in this section or as otherwise expressly contemplated herein. The Property shall be maintained in a manner consistent with the following restrictions:

a. Residential, Industrial, Commercial, and Agricultural Use and Roads. Residential (including overnight camping), industrial and commercial activities are prohibited on the Property. Agricultural and horticultural uses are prohibited except in accordance with the Management Plan as necessary to further the Purposes and the Conservation Values as permitted under Section D below (hereinafter "Reserved Rights"). No right of access or ingress across or upon the Property may be allowed or granted if the right of access and ingress is used in conjunction with residential, commercial, or industrial activity, except pursuant to those easement rights described in the Permitted Exceptions. Guided tours for activities associated with public access to the Property (including without limitation horse-back riding or nature walks) shall not be deemed "commercial" use of the Property under this Conservation Easement, whether or not the tour provider collects a fee for its services.

b. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural, scenic and aesthetic features is prohibited, except in accordance with the Management Plan as necessary to further the Purposes and Conservation Values.

c. Prohibited Structures. There shall be no construction or placing of temporary or permanent advertising signs, billboards, or other advertising material, radio, cell, or other communication towers allowed on the Property. There shall be no construction or placing of temporary or permanent buildings or other structures on the Property, except that certain structures, such as docks, bridges, piers, temporary or permanent walkways, pervious or impervious paths or trails, parking lots, and other public facilities may be permitted in accordance with the Management Plan as necessary to further the Purposes and Conservation Values..

d. Roads. There shall be no construction of any new permanent or temporary roads, no widening of existing roads, and no restoration of abandoned roads, except in accordance with the Management Plan as necessary to further the Purposes and Conservation Values.

e. Excavation or Exploration for Minerals. There shall be no exploration for or extraction of oil, gas or other minerals, soils or materials on or below the surface including but not limited to mining, drilling, nor removal of topsoil, sand, gravel, rock, peat, minerals, or other materials. However, filling, excavating or dredging or other changes in topography may be permitted in accordance with the Management Plan as necessary to further the Purposes and Conservation Values.

f. Trash. There shall be no dumping of ashes, trash, garbage or other unsightly or offensive material on the Property. However, certain appropriate disposal of trash in discrete

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designated trash receptacles may be permitted in accordance with the Management Plan as necessary to further the Purposes and Conservation Values.

g. Vegetation. There shall be no timber or crop harvesting and no removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of any vegetation, nor any disturbance or change in the natural habitat in any manner on the Property, except as reasonably necessary to accommodate the construction, maintenance, or replacement of permitted improvements, the mowing and maintenance of parking areas, roads, trails, and areas open to the public, the controlled cutting of diseased vegetation or vegetation creating a safety hazard or danger to habitat, the removal of non-native vegetation, and the introduction of and re-vegetation with native plants, all in accordance with the Management Plan as necessary to further the Purposes and Conservation Values.

h. Non-Native Invasive Plant Species. For the purposes of this Conservation Easement, "non-native invasive plant species" is defined as any species listed by the Georgia Exotic Pest Plant Council (the "Council") or a similar body, in the event the Council no longer exists. There shall be no planting or introduction on the Property of any non-native invasive plant species listed by the Council. Upon reasonable notice to Grantor, Grantee shall have the right, but not the obligation, to remove non-native invasive plant species from the Property.

i. Waters and Wetlands. There shall be no material human disruption, pollution or alteration on or from the Property of existing surface or subsurface water flow or natural water courses, fresh water lake and pond shores, marshes, or other water bodies, nor any activities or uses detrimental to water purity or natural water levels or flow in or over the Property. However, this restriction shall not be deemed to prohibit reasonable use of any water wells on the Property, the alteration of water courses or use of water for fire suppression or safety, or minor alterations to water courses or flow arising as a result of the construction, maintenance, or replacement of permitted improvements, all in accordance with the Management Plan as necessary to further the Purposes and Conservation Values.

j. Subdivision. There shall be no partitioning or subdivision of the Property or the interest of Grantor or Grantee, except that with the consent of Grantee, Grantor may subdivide the Property to create separate parcels for areas subject to existing easements. Any subdivided parcel will remain subject to this Conservation Easement. A boundary line adjustment shall not be considered a subdivision provided either that: (i) each parcel affected is subject to a Conservation Easement held by Grantee that is at least as protective as this Conservation Easement or (ii) that advance written approval of the boundary line adjustment is obtained from Grantee.

k. Motorized Vehicles. There shall be no parking or operation of recreational vehicles (RV's), tractor trailers, dune buggies, all-terrain vehicles (ATVs), large motor-boats, jet skis or similar personal watercraft or aircraft on the Property. However, this restriction shall not be deemed to prohibit the parking or operation of vehicles, trailers, or boats on the Property by the Georgia Department of Natural Resources. Automobiles, motorcycles, small motor-boats (twenty (20) feet or less in length) or other types of motorized vehicles may be permitted in

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accordance with the Management Plan as necessary to further the Purposes and Conservation Values.

l. Pesticides. There shall be no application of pesticides (including, but not limited to, insecticides, fungicides, rodenticides, and herbicides) on the Property by Grantor, except in accordance with the Management Plan as necessary to further the Purposes and Conservation Values.

m. Collection. There shall be no collection or removal of plants, animals, materials or items from the Property, including without limitation, artifacts and downed or dead wood except in accordance with the Management Plan as necessary to further the Purposes and Conservation Values.

n. Wildlife and Pets. There shall be no interference with naturally occurring wildlife on the Property (including without limitation the introduction or bringing of pets onto the Property or feeding of animals on the Property) except in accordance with the Management Plan as necessary to further the Purposes and Conservation Values.

o. Inconsistent Use. Any use of the Property and any activity thereon which in the opinion of Grantee is inconsistent with the Purposes of the Conservation Easement are prohibited.

D. RESERVED RIGHTS

1. Reserved Rights. Grantor reserves to itself and its successors or assigns all rights accruing from its ownership of the Property, including the right to engage in, and to permit or invite others to engage in, any and all uses of the Property that are not prohibited herein, provided: (i) that such uses are consistent with the Purposes and do not materially impair or interfere with the Conservation Values; (ii) that Grantor shall notify Grantee in writing and Grantee shall have a right of consent in each case prior to the exercise of any reserved right hereunder if the exercise thereof may reasonably be expected to be inconsistent with the Purposes or to materially impair or interfere with the Conservation Values; and (iii) that Grantor hereby acknowledges that pursuant to O.C.G.A. 44-10-4(b) Grantee is a necessary party to any proceeding of or before any governmental authority which may result in a license, permit or order for any demolition, alteration or construction on the Property. The Reserved Rights include, without limitation, the following:

a. Management and Maintenance. Grantor has the right to maintain the Property in its present condition, including, but not limited to, the right to take action to prevent or control erosion or to protect the public health or safety, and the right to repair, replace, and maintain any existing infrastructure, buildings, roads, the boat ramp and trails, and any other improvements permitted to be constructed on the Property under this Conservation Easement from time to time, including, without limitation, the replacement and/or relocation of the dock and the removal of the boat hoist, as well as the right to maintain any open spaces by mowing or other means. The rights related to management and maintenance are subject to the qualification that such use shall

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be consistent with the Purposes, shall not materially impair or interfere with the Conservation Values, and shall be carried out in a manner consistent with the Management Plan.

b. Construction. Subject to the limitations contained herein, Grantor has the right to construct fences, gates, parking areas adjacent to Lawrence Road (having up to fifteen (15) parking spaces), parking areas adjacent to Village Bluff Drive (having up to five (5) trailered parking spaces and twelve (12) additional parking spaces), restroom facilities, utility connections, trails, signs, the existing or a replacement boat launch, the existing or a replacement dock, fishing facilities, and viewing platforms on the Property. Prior to the commencement of any construction, Grantor must obtain written approval from Grantee of the proposed construction and the location of such construction. Any construction shall be carried out in a manner in conformance with federal, state, and local law. The rights related to construction are subject to the qualification that such use shall be consistent with the Purposes, shall not materially impair or interfere with the Conservation Values, and shall be carried out in a manner consistent with the Management Plan. Any construction must be consistent with the Purposes of this Conservation Easement, local zoning ordinances, and state and federal law.

c. Signage. Grantor has the right to install signage on portions of the Property, as reasonably required for appropriate way finding, management, and education, including posting of "No Trespassing" or similar signs as necessary, or as required by applicable law. The rights related to signage are subject to the qualification that such use shall be consistent with the Purposes, shall not materially impair or interfere with the Conservation Values, and shall be carried out in a manner consistent with the Management Plan.

d. Roads and trails. Grantor is obligated to maintain, repair, improve, and replace the existing roads from time to time, as such roads are described in the Baseline Study. In addition, Grantor has the right to maintain, repair, improve, and replace the existing trails from time to time, as such trails are described in the Baseline Study, and to construct new trails on the Property from time to time, and to thereafter maintain, repair, improve, and replace the new trails from time to time. The right to maintain, repair, improve, and replace roads or trails includes the right to alter the topography, mow grasses, cut, or remove vegetation, as necessary, and the right to maintain, repair, improve, and replace any utility facilities adjacent to or within the roadways. The obligation and rights related to roads and trails are subject to the qualification that such use shall be consistent with the Purposes, shall not materially impair or interfere with the Conservation Values, and shall be carried out in a manner consistent with the Management Plan.

e. Recreational Uses. Grantor has the right to grant access to the Property to the general public for Passive Recreation. The rights related to recreational uses are subject to the qualification that such use shall be consistent with the Purposes, shall not materially impair or interfere with the Conservation Values, and shall be carried out in a manner consistent with the Management Plan.

f. Research and Study. Grantor has the right to conduct or perform environmental, educational, historical, cultural, and conservation related research or study of the Property, or to allow one or more third parties access to the Property to conduct or perform environmental, educational, historical, cultural, and conservation related research or study. The rights related to

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research and study use are subject to the qualification that such use shall be consistent with the Purposes, shall not materially impair or interfere with the Conservation Values, and shall be carried out in a manner consistent with the Management Plan.

g. Motorized Vehicles. Grantor has the right to allow motorized vehicles to be operated on and parked in the designated parking areas or roads on the Property, and in other areas for the limited purposes of ecological and property management, monitoring, emergencies, and other limited purposes authorized in the Management Plan, or as may otherwise be approved in writing by Grantee. The rights related to motor vehicles are subject to the qualification that such use shall be consistent with the Purposes, shall not materially impair or interfere with the Conservation Values, and shall be carried out in a manner consistent with the Management Plan.

h. Collection. Grantor has the right to collect or remove, or allow third parties to collect or remove, plants, animals, materials or items from the Property, including artifacts and downed or dead wood and non-native invasive vegetation, to the extent authorized in the Management Plan or required by law or public regulation. The rights related to collection are subject to the qualification that such use shall be consistent with the Purposes, shall not materially impair or interfere with the Conservation Values, and shall be carried out in a manner consistent with the Management Plan.

i. Forest Management Activity. Grantor has the right to perform selective timber thinning and harvesting, including prescribed burning (collectively, "Forest Management Activities"). Any Forest Management Activities must meet or exceed standards accepted as best management practices by the Georgia Forestry Commission. The rights related to forest management activity are subject to the qualification that such use shall be consistent with the Purposes, shall not materially impair or interfere with the Conservation Values, and shall be carried out in a manner consistent with the Management Plan.

j. Pesticides. Grantor has the right to allow pesticides (including, but not limited to, insecticides, fungicides, larvacides, rodenticides, and herbicides) to be used on the Property in accordance with the Management Plan or as may otherwise be approved in writing by Grantee. The rights related to pesticide use are subject to the qualification that such use shall be consistent with the Purposes, shall not materially impair or interfere with the Conservation Values, and shall be carried out in a manner consistent with the Management Plan.

k. Water Wells. Grantor has the right to modernize, maintain, alter, repair, or replace, if needed, and draw and use water from any existing water wells located on the Property, and to drill and construct a new well or wells on the Property, with a pump house, provided that such activities do not materially adversely affect the freshwater hydrology or materially impair the Conservation Values and provided all water removed from wells is for use solely in connection with the permitted activities on the Property or for fire suppression on the Property or adjacent lands and is not sold commercially. The rights related to water wells are subject to the qualification that such use shall be consistent with the Purposes, shall not materially impair or interfere with the Conservation Values, and shall be carried out in a manner consistent with the Management Plan.

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l. Existing Easements. Grantor has the right to allow the holders of easements described in the Permitted Encumbrances to exercise those easements. Also, subject to Grantee's prior approval, which approval shall not be unreasonably withheld or delayed, Grantor has the right to relocate the existing easements by agreement with the holders thereof, provided the relocation of the easements does not materially impair or interfere with the Conservation Values.

m. Cemetery Access. Grantor has the right to permit holders of access rights the First American Baptist cemetery located adjacent to the Property to access the First African Baptist cemetery from time to time, and to maintain, repair, improve, and replace any trails or paths providing access to the cemetery from time to time. The rights related to cemetery access are subject to the qualification that such use shall be consistent with the Purposes, shall not materially impair or interfere with the Conservation Values, and shall be carried out in a manner consistent with the Management Plan.

n. Public Health or Emergency. Grantor has the right to take such action as may be necessary to protect public health or safety, or to comply with applicable laws, including the right, in the case of an emergency due to the impacts of a fire, earthquake, storm, disaster, flood, hurricane, infestation, pestilence, or other natural disaster, to take reasonable and prudent actions.

o. General. Subject at all times to this perpetual Conservation Easement, Grantor has the rights, privileges and uses incident to ownership, including the right to sell, give, mortgage, lease, or otherwise convey (subject to this Conservation Easement) or encumber (subject to this Conservation Easement) the Property, including by lease or license, which are not inconsistent with this Conservation Easement and the FWS NCWCG. Grantor shall notify all transferees, lessees or licensees of the terms and conditions of this Conservation Easement and ensure all lessees or licensees comply with such terms, and upon request provide Grantee with a copy of any deed, lease, license or other pertinent documents regarding the use of the Property by or interest in the Property of such parties.

p. Other Permitted Activities. Grantor has the right to undertake or continue any activity or use of the Property not expressly prohibited by this Conservation Easement. In addition, the right to exercise a Reserved Right includes the right to exercise such activities as are reasonably necessary for the exercise of the Reserved Right, including without limitation, alteration or disturbance to natural features, topography and minerals, vegetation, and waters. The rights related to other permitted activities are subject to the qualification that such use shall be consistent with the Purposes, shall not materially impair or interfere with the Conservation Values, and shall be carried out in a manner consistent with the Management Plan.

E. GRANTEE'S REMEDIES

1. Notice of Violation: Corrective Action. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purposes of the Conservation Easement, to restore the portion of the

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Property so injured to its prior condition in accordance with a plan approved by Grantee. If an event or circumstance of non-compliance is corrected through negotiation and voluntary compliance, Grantor shall reimburse Grantee all reasonable costs, including staff time, incurred in investigating the non-compliance and in securing its correction.

2. Injunctive Relief. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, Grantor fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity, in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury. Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in herein, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

3. Damages. Grantee shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including without limitation, damages for the loss of scenic, aesthetic, or environmental values, attorneys' fees, costs, fines and punitive damages. Without limiting Grantor's liability therefor, Grantee may apply damages recovered to the cost of undertaking any corrective action on the Property.

4. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section without prior notice to Grantor, or without waiting for the period provided for cure to expire.

5. Costs of Enforcement. All reasonable costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement shall be borne by Grantor; provided however, that if Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs.

6. Forbearance. Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any obligation of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such breach or of any subsequent breach of the same or any other obligation of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee

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in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

7. Waiver of Certain Defenses. Grantor hereby waives any defenses of laches, estoppel, or prescription.

8. Third Party Violations. Grantor and Grantee retain all remedies at law and equity to protect and defend its respective interest in the Property from any activities or uses by any third party, including Grantor's licensees or lessees, which violate or are inconsistent with the Purposes of this Conservation Easement. Grantor agrees to promptly notify Grantee of any such violation known to Grantor. In the event that either party pursues legal proceedings against a third party violator, then the other party may, in its sole discretion, join in such legal proceedings; provided that each party shall be responsible for its own legal costs and expenses.

9. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to make Grantor liable for or entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, changes in climatic conditions, fire, flood, storm, infestations, natural deterioration, earth movement, government action or inaction, the wrongful acts of third parties other than Grantor's agents, employees, or contractors, provided Grantor has taken reasonable steps to prevent such third parties (including the public) from trespassing and from causing harm to the Property and has not consented to or participated in the acts of such third parties, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

F. COSTS, LIABILITIES, TAXES, AND ENVIRONMENTAL COMPLIANCE

1. Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use, permitted by this Conservation Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable Federal, State and local laws, regulations and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

2. Taxes or Other Charges. To the extent any taxes, assessments, fees and charges (collectively "taxes") of whatever description are levied on or assessed against the Property by competent authority, including any taxes imposed upon, or incurred as a result of, this Conservation Easement, Grantor shall pay such taxes before delinquency, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee acknowledges that Grantor asserts that it intends to hold the Property as an institution of purely public charity, and in a manner that would result in an exemption from ad valorem taxes. The parties agree that the inclusion of this provision shall not be deemed to disqualify Grantor from any applicable exemption from taxes under Georgia law, or bear any weight in a determination by appropriate authorities of whether or not the Property is exempt.

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3. Tax Deduction. Grantor represents and warrants that it is not seeking a federal or state tax deduction or credit in connection with this Conservation Easement. Grantee makes no warranty, representation or other assurance regarding the availability, amount or effect of any deduction, credit or other benefit to Grantor or any other person or entity under United States or any state, local or other tax law to be derived from the conveyance of this Conservation Easement or other transaction associated with the conveyance of this Conservation Easement. The conveyance of this Conservation Easement is not conditioned upon the availability or amount of any tax deduction, credit or other benefit. Grantee makes no warranty, representation or other assurance regarding the value of this Conservation Easement or of the Property. As to all of the foregoing, to the extent applicable, Grantor is relying upon Grantor's own legal counsel, accountant, financial advisor, appraiser or other consultant and not upon Grantee or any legal counsel, accountant, financial advisor, appraiser or other consultant of Grantee. In the event of any audit or other inquiry of a governmental authority into the effect of this conveyance upon the taxation or financial affairs affecting Grantor or Grantor's successors or assigns or other similar matter, Grantor shall reimburse and indemnify Grantee for any cost or expense of any kind or nature whatsoever incurred by Grantee in responding or replying thereto.

4. Control. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and Georgia's hazardous waste statutes.

5. Indemnification. Grantor hereby releases and agrees to hold harmless, indemnify and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors and assignees of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including without limitation, reasonable attorneys' fees arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any Federal, State, or local law, regulation, or requirement, including without limitation, CERCLA and State hazardous waste statutes, by any person other than the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any Federal, State, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of Sections E(5), and F(1) through F(4) as contained herein.

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6. Subordination. In the event the Property is subject to an existing mortgage, Grantor covenants and warrants it has obtained all lenders' consents to enter into this Conservation Easement, and has further obtained subordination agreements from all such lenders, whereby each lender has agreed to subordinate its interest to this Conservation Easement.

G. EXTINGUISHMENT AND CONDEMNATION

1. Extinguishment. If circumstances arise in the future that render the Purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can be extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction pursuant to O.C.G.A. Section 44-10-8.

2. Condemnation. If any or part of the Property is taken by exercise of the power of eminent domain, so as to terminate this Conservation Easement, in whole or in part, Grantor and Grantee may act jointly to recover the full value of their respective interests in the Property subject to the taking, and all direct or incidental damages resulting therefrom. If the Property is condemned and Grantee cannot recover the value of its Conservation Easement as a defendant in the condemnation proceedings then Grantee shall be entitled to a portion of the condemnation proceeds recovered by Grantor that is at least equal to the fair market value of the Conservation Easement be expressed as a percentage interest of the Property as a whole at the time of conveyance, determined as set forth in Section G(3).

3. Proceeds. The parties hereto agree that this Conservation Easement gives rise to a property right, immediately vested in the Grantee, with a fair market value that is equal to the proportionate value that the Conservation Easement comprises in the value of the Property as a whole at the time of conveyance. The proportionate value of the Conservation Easement in the Property as a whole shall be expressed as a percentage interest. The fair market value of the Conservation Easement shall be determined by the difference between the fair market value of the Property without the Conservation Easement and the fair market value of the Property encumbered with the Conservation Easement. To convert the Conservation Easement fair market into a percentage interest (i.e. the proportionate value in the Property as a whole), divide the fair market value of the Conservation Easement by the fair market value of the Property without the Conservation Easement.

4. Valuation Letter. Prior to closing on the Conservation Easement, Grantor shall provide Grantee with a letter that identifies the Grantee's Conservation Easement percentage interest in the Property at the time of conveyance as a whole based on an appraisal of the Property, which such appraisal shall be provided along with the letter. If necessary, upon written consent of both parties, the percentage interest shall be amended to reflect any final determination thereof by a court of competent jurisdiction or the Internal Revenue Service or pursuant to the FWS NCWCG. The proportionate value or percentage interest of the Conservation Easement retained by Grantee in the Property shall remain constant. Accordingly, if a change in conditions gives rise to the extinguishment or termination by sale in lieu of condemnation of the Conservation Easement under Section G(1) and G(2), the Grantee on a subsequent sale, exchange, or involuntary conversion, of all or any portion of the Property is

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entitled to a portion of the proceeds that is at least equal to the Conservation Easement percentage interest identified in the above-referenced letter, unless the laws of the State of Georgia provide otherwise. The parties may not extinguish or terminate by sale in lieu of condemnation the Conservation Easement until such letter and appraisal is on file at Grantee's office.

5. Application of Proceeds. Grantee may use any proceeds received under the circumstances described in Section G in a manner consistent with the Purposes, to protect other property.

H. ASSIGNMENT

This Conservation Easement is transferable, but Grantee may assign its rights and obligations under this Conservation Easement only to an organization that is a qualified organization at the time of transfer under 26 USCS § 170(h) (or by any successor provision then applicable), and authorized to acquire and hold conservation easements under the Georgia Uniform Conservation Easement Act, O.C.G.A. § 44-10-1 *et seq.*, (or any successor provision then applicable) or the laws of the United States. As a condition of such transfer, Grantee shall require that the Purposes that this grant is intended to advance continue to be carried out. Any transferee shall be required to assume Grantee's obligations in writing, in a recordable instrument. Grantee agrees to give written notice to Grantor of an assignment at least twenty (20) days prior to the date of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment, nor shall it impair the validity of this Conservation Easement or limit its enforceability in any way.

I. SUBSEQUENT TRANSFERS AND ZONING APPLICATIONS

1. Subsequent Transfers. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns and shall continue in perpetuity. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least ninety (90) days prior to the date of such transfer. Failure by Grantor to perform any act required by this Section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

2. Notice of Zoning Applications and Building Permits. Grantor, for itself and its successors and assigns, further agrees to notify Grantee in writing of any request to obtain a building permit or to amend the zoning of the Property at least twenty (20) days prior to the filing of such a request with the appropriate governmental agencies. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Grantor hereby acknowledges that, pursuant to O.C.G.A. §44-10-4(b), Grantee is a necessary party in any proceeding of or before any governmental agency which may result in a license, permit or order for any demolition, alteration or construction on the Property.

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J. RECORDATION

Grantee shall promptly record this instrument and any amendments hereto in the official records of Glynn County, Georgia.

K. RIGHT OF FIRST REFUSAL

If Grantor desires to transfer all or any portion of Grantor's right, title, and interest in the Property for consideration to a third party, Grantor shall so notify Grantee, requesting the price, terms, and conditions upon which Grantee would be willing to purchase such interest. Within sixty (60) days after Grantee's receipt of Grantor's notice, Grantee shall present Grantor with a response, wherein Grantee shall propose the price, terms and conditions upon which Grantee would be willing to purchase the Property from Grantor. Grantor shall, within ten (10) days after receipt of such response, accept or deny it. If Grantor agrees to sell the interest to Grantee, the closing of the purchase shall take place on a date set by Grantee, which shall be not more than one hundred eighty (180) days after Grantor's receipt of Grantee's response. If Grantor does not agree to sell to Grantee, or if Grantee does not respond to notice as set forth in this Section, then Grantor may sell the entire offered interest at a price not below, nor upon terms or conditions more advantageous to the purchaser than those contained in all responses to the initial response to Grantor by Grantee (or, if no responses are delivered, on any terms and conditions desired by Grantor.) If such transfer is not consummated within one hundred eighty (180) days after receipt of Grantee's response by Grantor, Grantor may not subsequently transfer all or any part of its interest without again complying with the requirements of this Section.

L. GENERAL PROVISIONS

1. Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Georgia.

2. Liberal Construction. Any general rule of construction to the contrary notwithstanding this Conservation Easement shall be liberally construed in favor of Grantee to affect the Purposes of this Conservation Easement and the policy and purpose of the Georgia Uniform Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

3. Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision, to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

4. Amendment. The parties hereto may amend this Conservation Easement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the Purposes or affects the perpetual duration of this Conservation Easement. Any such amendment

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shall result in equal or greater protection of the Conservation Values of the Property. No amendment(s) to this Conservation Easement will be binding unless such amendment is signed by all parties hereto.

5. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its successors and assigns, and the above-named Grantee and its successors and assigns.

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

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

8. Notice. Any notices required or permitted in this Conservation Easement shall be in writing and sent by registered or certified mail, postage prepaid, or overnight delivery, to the following addresses or such other substituted addresses as Grantor or Grantee may provide to the other for purposes of providing sufficient notice in their names. Notice is effective immediately if overnight or hand-delivered or three days following the day it is sent by United States Mail:

GRANTOR: St. Simons Land Trust
P.O. Box 24615
St. Simons Island, GA 31522

GRANTEE: State of Georgia
c/o Georgia Department of Natural Resources
Real Estate Office
2 Martin Luther King Jr. Drive, SE
Suite 1352 East
Atlanta, GA 30334

9. No Merger. Grantor and Grantee agree that should Grantee, or any successor in interest to Grantee, come to own all or a portion of the fee interest in the Property subject to this Conservation Easement, (i) said owner shall observe and be bound by the obligations and the restrictions imposed upon the Property by this Conservation Easement, (ii) the Conservation Easement shall not be extinguished through the doctrine of merger in whole or in part in view of the public interest in its enforcement, and (iii) said owner as promptly as possible shall assign the Grantee interest in the Conservation Easement of record to another holder in conformity with the

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requirements of the Internal Revenue Code. The instrument of assignment shall refer to the provisions of this Section, and shall contain confirmatory language suitable to reimpose this Conservation Easement to the extent, if any, necessary to continue it in force.

10. Rights Cumulative. Nothing herein shall be construed to change, alter, or affect any rights that either party hereto may have at law or equity.

11. Venue. The courts of the State of Georgia shall have jurisdiction over any suit, action, mediation or other proceeding of any nature whatsoever instituted in connection with any controversy arising out of this Conservation Easement or to interpret or enforce any rights under this Easement, and venue shall be in Fulton County, Georgia.

12. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein.

TO HAVE AND TO HOLD, this Conservation Easement, together with all and singular the appurtenances and privileges belonging or in any way appertaining thereto, either in law or in equity, either in possession or expectancy, for the proper use and benefit of the Grantee, its successors and assigns, forever.

[Signature Page Follows]

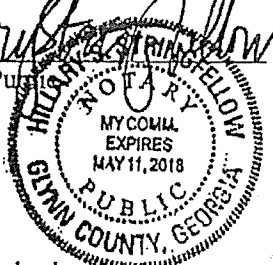
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IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its duly authorized officer on the day and year first above written, and Grantee has caused these presents to be signed in its name by its Governor, the day and year first above written.

Sworn and subscribed before me this 11th day of April, 2016

[Signature]
Witness

[Signature]
Notary Public



GRANTOR:

[Signature]

Grantor

Sworn and subscribed before me this 5th day of May, 2016

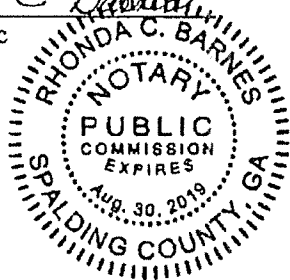
[Signature]
Witness

GRANTEE:

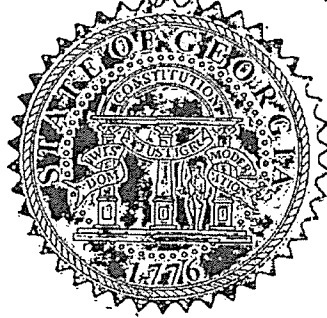
STATE OF GEORGIA

BY: [Signature]
Governor

[Signature]
Notary Public



Attest: [Signature]
Executive Director
State Properties Commission



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EXHIBIT "A"

Legal Description

Phase One

All of that lot, parcel or tract of land, lying and being in the 25th Georgia Militia District, St. Simons Island, Glynn County, Georgia as shown on a Boundary Survey of: Musgrove Plantation, prepared by Shupe Surveying Company, P.C., dated; 2/18/16, last revised 3/29/16, said tract of land described as Phase One and being more particularly described as follows;

BEGINNING at an iron rebar found at the intersection of the easterly right-of-way line of Lawrence Road (100' right-of-way) and the southerly right-of-way line of Village Drive (50' right-of-way line), said point having Georgia State Plane, East Zone, NAD83 coordinates of N:447645.717 E:907515.865; thence along said Village Drive right-of-way line S 70°18'41" E a distance of 1226.31' to a concrete monument found; thence leave said right-of-way line and proceed with the

following courses and distances;

thence S 25°42'51" W a distance of 573.99' to a concrete monument found;
 thence S 76°17'56" E a distance of 422.75' to a concrete monument found;
 thence S 84°56'41" E a distance of 200.61' to a concrete monument found;
 thence N 81°31'16" E a distance of 213.92' to a concrete monument found;
 thence S 83°47'20" E a distance of 250.63' to a concrete monument found;
 thence S 69°41'03" E a distance of 80.07' to a concrete monument found;
 thence N 25°34'46" E a distance of 50.65' to a capped iron rebar found;
 thence S 58°24'39" E a distance of 167.13' to a capped iron rebar found;
 thence N 60°01'58" E a distance of 84.74' to a capped iron rebar found;
 thence N 27°02'23" E a distance of 50.47' to a capped iron rebar found;
 thence S 62°57'37" E a distance of 25.00' to a capped iron rebar found;
 thence N 27°02'23" E a distance of 10.00' to a capped iron rebar found;
 thence N 62°57'37" W a distance of 25.00' to a capped iron rebar found;
 thence N 27°02'23" E a distance of 35.22' to a capped iron rebar found;
 thence N 27°03'22" W a distance of 143.98' to a capped iron rebar found;
 thence N 71°53'30" W a distance of 103.03' to a nail in root of 4" sweet gum tree;
 thence N 25°34'46" E a distance of 47.98' to an iron pipe found;
 thence N 25°37'52" E a distance of 777.90' to a concrete monument found;
 thence S 62°24'26" E a distance of 346.73' to a concrete monument found;
 thence S 62°24'26" E approximately 30' to a point at the approximate edge of marsh of Musgrove Creek; thence along said edge of marsh in a southwesterly direction a distance of approximately 1170' to a point; thence leave said edge of marsh
 N 29°03'38" W approximately 20' to a capped iron rebar set;
 thence N 29°03'38" W a distance of 40.00' to a capped iron rebar set;
 thence N 74°30'20" W a distance of 111.23' to a capped iron rebar set;
 thence S 42°35'25" W a distance of 167.43' to a capped iron rebar set;
 thence S 79°42'01" W a distance of 53.90' to a capped iron rebar set;
 thence N 80°10'48" W a distance of 103.97' to a capped iron rebar set;

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EXHIBIT "A" continued

thence S 84°45'39" W a distance of 52.81' to a capped iron rebar set;
thence N 77°39'28" W a distance of 108.93' to a capped iron rebar set;
thence S 63°34'33" W a distance of 57.50' to a capped iron rebar set;
thence S 27°36'22" W a distance of 58.13' to a capped iron rebar set;
thence N 68°25'18" W a distance of 337.25' to a capped iron rebar set;
thence N 84°59'47" W a distance of 394.57' to a capped iron rebar set;
thence N 23°27'00" E a distance of 29.99' to a concrete monument found;
thence N 82°14'19" W a distance of 206.00' to an iron rebar found;
thence S 24°01'32" W a distance of 21.09' to a capped iron rebar set;
thence N 82°51'23" W a distance of 633.97' to a capped iron rebar set;
thence S 69°49'09" W a distance of 152.85' to a capped iron rebar set;
thence S 55°32'26" W a distance of 210.40' to a capped iron rebar set;
thence S 81°29'36" W a distance of 224.56' to a capped iron rebar set;
thence N 83°21'54" W a distance of 231.35' to a capped iron rebar set;
thence N 73°51'33" W a distance of 269.67' to a capped iron rebar set;
thence N 76°34'17" W a distance of 186.56' to a capped iron rebar set;
thence N 86°58'16" W a distance of 124.32' to a capped iron rebar set;
thence N 50°20'59" W a distance of 31.01' to a capped iron rebar set on the easterly right-of-way
line of said Lawrence Road;
thence N 39°39'01" E a distance of 1507.34' to the POINT OF BEGINNING;
said tract having an area of approximately 58.4 acres more or less.

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EXHIBIT "B"

Permitted Title Exceptions

- a. Matters set forth on the plat of survey made by W. N. Gramling, Civil Engineer and County Surveyor dated June 16, 1945, and attached to that certain deed from Sea Island Company to Nancy S. Reynolds, then Nancy R. Bagley, dated November 29, 1945, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Deed Book 5-T, Page 275.
- b. Matters set forth on the plat of survey entitled "Survey of Musgrove Plantation 25 GMD St. Simons is. Ga.", made by Biletzskov & Assoc., Inc., certified by Joe Biletzskov, Georgia Registered Land Surveyor No. 1672, dated August 27, 1976, and attached to that certain deed from Nancy S. Reynolds, formerly Nancy R. Bagley, to Smith Bagley dated September 17, 1976, and recorded in the office of the Clerk of Superior Court of Glynn County, Georgia in Deed Book 19-E, Page 861.
- c. Matters set forth on the plat of survey prepared by George P. Underwood Jr. & Associates, certified by G. P. Underwood, Jr., Georgia Registered Land Surveyor No. 1927, dated November 1990, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia in Deed Book 40-N, Page 333.
- d. Matters set forth on the plat of survey prepared by Shupe Surveying Company, P.C., dated , entitled "Musgrove Plantation, recorded in the Office of the Clerk of the Superior Court of Glynn County, Georgia, in Plat Drawer 33 as Map No. 173-4
- e. Easement from Mrs. Nancy R. Bagley to Georgia Power Company dated January 29, 1940, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Mortgage Book 45, Page 781.
- f. Easement from Mrs. Nancy R. Bagley to Georgia Power Company dated May 27, 1940, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Mortgage Book 47, Page 68.
- g. Easement from Ed Preece to Georgia Power Company dated June 14, 1940, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Mortgage Book 47, Page 72.
- h. Easement from Nancy R. Bagley to Georgia Power Company dated October 13, 1952, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Mortgage Book 67, Page 378.
- i. Easement from Nancy R. Bagley to the State Highway Board of Georgia dated May 11, 1942, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Deed Book 5-G, Page 212.
- j. Right of Way Easement from Nancy R. Bagley dated May 11, 1942, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Deed Book 5-G, Page 213.
- k. Agreement between Mrs. Nancy Reynolds Bagley and Georgia Power Company dated April 14, 1960, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Mortgage Book 86, Page 241.

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EXHIBIT "B" continued

i. Easement from Nancy S. Reynolds to Georgia Power Company dated November 29, 1969, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Mortgage Book 124, Page 493.

m. Easement from Nancy S. Reynolds to Georgia Power Company dated November 22, 1969, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Mortgage Book 124, Page 494.

n. Easement from Nancy S. Reynolds to Georgia Power Company dated June, 1980, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Mortgage Book 132, Page 770.

o. Agreement between Smith Bagley and The Brenn Foundation dated December 20, 1989, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Deed Book 33-U, Page 230.

p. Easements and reservations contained in that certain deed from Smith Bagley to The Brenn Foundation dated December 20, 1989, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Deed Book 33-U, Page 236.

q. Agreement between Smith Bagley and The Brenn Foundation dated October 24, 1991, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Deed Book 40-N, Page 330.

r. Rights of others under Georgia law, if any, in and to the cemetery located adjacent to the property, or any burial sites on the property, including but not limited to the rights of ingress and egress thereto.

s. Rights of others under Georgia law, if any, in and to the use of any drains and/or ditches located over, across, in or under the property, and rights to enter upon the property to maintain the same.

t. Matters reserved to The Brenn Foundation in that certain Limited Warranty Deed dated _____, 2016 and recorded in the Office of the Clerk of Superior Court of Glynn County, Georgia in Deed Book _____, Page _____.

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EXHIBIT "C"

Baseline Study

[A copy of the Baseline Study shall be filed and recorded in Grantee's office.]

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EXHIBIT "C"

Baseline Study

[An original copy of the Baseline Study shall be filed and recorded in Grantee's office.
EXHIBIT "C" begins on the following page.]

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