DOCUMENT PROPERTY OF: DUCKS UNLIMITED, INC. ONE WATERFOWL WAY MEMPHIS, TN 38120

THE PROVISIONS OF THIS DECLARATION ARE SUBJECT TO ARBITRATION PURSUANT TO SOUTH CAROLINA UNIFORM ARBITRATION ACT.

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT (this "Easement") is made as of this

20 " day of November, 2000, by The Charleston Baptist Association,
Inc., 189 Rutledge Avenue, Charleston, South Carolina, 29403, (its personal representatives, successors, and assigns hereinafter collectively referred to as "Grantor"), and WETLANDS AMERICA TRUST, INC., a non-profit corporation organized under the laws of the District of Columbia, One Waterfowl Way, Memphis, Tennessee 38120, "Grantee";

WHEREAS, Grantor is the owner in fee simple of certain real property ("Protected Property") known as Bonnie Doone Plantation, 5878 Bonnie Doone Road located in Colleton County, South Carolina, which is one hundred thirty-one (131) acres, more or less, and more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Protected Property consists of natural areas of significant ecological, scenic, and aesthetic value, and has substantial value and potential as open space, and a natural, ecological, and scientific resource; and,

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WHEREAS, The Grantee is a non-profit, 501 (c) (3) "qualified conservation organization" as defined in Section 170 (h) of the Internal Revenue Code of 1986, as amended and the regulations thereunder ("the Code") whose purpose is to preserve, enhance, and conserve natural areas for aesthetic, scientific, charitable and educational purposes; and

WHEREAS, the Uniform Conservation Easement Act of 1981 as well as the South Carolina Code of Laws, as amended, permit the creation of conservation easements for the purposes of, among other things, retaining or protecting natural, scenic, historical or open space values of real property, assuring its availability for agricultural, forest, recreational, educational or open space use, protecting natural features and resources, maintaining or enhancing air and water quality or preserving the natural, historical, architectural, archeological or cultural aspects of real property;

WHEREAS, Grantor and Grantee recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Protected Property, and have the common purpose of the conservation and protection in perpetuity of the Protected Property as "a relatively natural habitat of fish, wildlife or plants or similar ecosystem" as that phrase is used in 26 USC 170 (h) (A) (ii) and Section 170 (h) (A) (ii) of the Internal Revenue Code of 1986, as amended ("the Code"), and in regulations promulgated thereunder by placing voluntary restrictions upon the use of the Protected Property and by providing for the transfer from the Grantor to the Grantee of affirmative rights for the protection of the Protected Property; and so as to qualify as a contribution of a "qualified conservation contribution" as that term is defined under Section 170 (h) (2) (c) of the Code; and

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WHEREAS, the specific conservation values of the Protected Property on the date of this Easement are documented in the Baseline Documentation Report ("Report"), dated December, 2000, a copy of which is on file with both the Grantor and the Grantee. Both parties agree the Report provides an accurate representation of the Protected Property and the condition of the same as of the date of this Easement as required by Treasury Reg. 1.170 A-14 (g) (5), and is intended to serve as an objective informational baseline for monitoring compliance with the terms of this Easement, and may include:

- A) The appropriate survey maps from the United States Geological Survey, showing the property line of the Protected Property and other contiguous or nearby protected areas;
- B) A map of the area drawn to scale showing all existing man-made improvements or incursions (such as roads, buildings, fences, or gravel pits), vegetation and identification of flora and fauna (including, for example, rare species locations, animal breeding and roosting areas, and migration routes), land use history (including present uses and recent past disturbances), and distinct natural features (such as large trees and aquatic areas);
- C) An aerial photograph of the Protected Property at an appropriate scale taken as close as possible to the date the donation is made, and
- D) On-site photographs taken at appropriate locations on the Protected Property; and other documentation possessed (at present or in the future) by the Grantor which the Grantor

shall make available to the Grantee, its successors and assigns, which documentation establishes the conditions of the Protected Property at the date of this Easement as required by Treasury Reg. 1.170A-14 (g) (5).

WHEREAS, Grantor represents that the Protected Property is free and clear of any liens or encumbrances and that as owner of the Protected Property, Grantor has access thereto, the right to convey to the Grantee, and the right to preserve and protect the conservation values of the Protected Property in perpetuity; and

NOW, THEREFORE, the Grantor, in consideration of the foregoing recitations and of the mutual covenants, terms, conditions and restrictions hereinunder set forth and as an absolute and unconditional gift, does hereby freely give, grant, bargain, donate and convey unto the Grantee, and its successors and assigns, the Easement over the Protected Property subject to the covenants, conditions and restrictions hereinafter set forth which will run with the land and burden the Protected Property in perpetuity.

Section I

1.1 Purpose: It is the purpose of this Easement to assure that the Protected Property will be retained in perpetuity predominantly in its natural, scenic, open, and historic condition, as evidenced by the Report, for conservation purposes and to retain and ensure the water quality of the area, as well as prevent any use of the Protected Property which will impair significantly or interfere with the conservation values, the wetland areas, and water

quality of the Protected Property, its wildlife habitat, natural resources or associated ecosystem. ("Purpose")

Section II

AFFIRMATIVE RIGHTS

- 2.1 <u>Visual Access.</u> The Grantee shall have the right of visual access to and view of the Protected Property in its natural, scenic, and open and undisturbed condition, provided however, that said right shall not be construed to permit general public access over or upon the Protected Property.
- 2.2 Right of Entry and Access. The Grantee shall have the right to enter the Protected Property for the purposes of inspecting same to determine compliance herewith. The right of entry and access herein described does not extend to the public or any person or entity other than the Grantee, its agents, employees, successors, and/or assigns.
- 2.3 Management Plan. The right of the Grantee at its discretion to develop a management plan for rare or endangered plant or animal species in the event that they are found to exist on the Protected Property and to implement said plan with the permission of the Grantor which permission shall not be unreasonably withheld or delayed. Costs for such a plan shall be paid by Grantee.

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2.4 Right of First Refusal. The Grantor hereby gives the Grantee the right of first refusal to purchase the Protected Property in the event that the Grantor shall elect to sell the Protected Property. If the Grantor receives a bona-fide offer to purchase the Protected Property, and is willing to accept the offer then, before acceptance, the Grantor shall offer Grantee, in writing, the right to buy the Protected Property, at the same price and on the same conditions as the bona-fide offer. Such offer shall include the price, terms, and conditions of the bona-fide offer which the Grantor is prepared to accept. The Grantee shall notify the Grantor within thirty (30) days following such notice if it intends to exercise its right to purchase the Protected Property on such terms provided by the Grantor.

Section III

RESTRICTIONS AND COVENANTS

In furtherance of the foregoing rights, the Grantor states and agrees that the following uses and practices, though not an exhaustive recital of the inconsistent uses and practices, are hereby deemed to be inconsistent with the Purpose of this Easement, and shall be prohibited, subject to the rights reserved in Section IV:

3.1 Uses. There shall be no agricultural, commercial or industrial activity undertaken or allowed on the Protected Property; nor shall any rights of passage across or upon the

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Protected Property be allowed or granted to third parties. There shall be no golf courses allowed on the Protected Property.

- 3.2 Structures. There shall be no construction or placing of buildings, docks, bridges, or other structures including, but not limited to, transmission or receiving towers, energy facilities, or water tanks on the Protected Property. There will be no mobile homes, house trailers, temporary shelter or vehicles of any sort providing living quarters on the Protected Property. This restriction is not intended to apply to temporary parking of recreational vehicles so long as no commercial use is made of such recreational vehicles.
- 3.3 Roads, Parking Lots and Sidewalks. There shall be no building of any new roads, nor widening of existing roads. There shall be no materials other than permeable materials used on roadways, parking lots and sidewalks.
- 3.4 Nature Trails. There shall be no new nature trails constructed on the Protected Property.
- 3.5 Patios. There shall be no new patio areas constructed on the Protected Property.
- 3.6 <u>Subdivision</u>. The Protected Property may not be subdivided. Although the legal description of the Protected Property may describe more than one tract of land which could be sold separately, the Grantor covenants and agrees that all of the Protected Property shall be held by the same owner(s) as a single undivided tract of land. The

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Grantor shall not indirectly subdivide the Protected Property through the creation of a horizontal property regime or other means.

- 3.7 Leases. There shall be no leasing of all or any part of the Protected Property.
- 3.8 <u>Topography and Minerals</u>. There will be no filling, excavating, dredging, mining, drilling or use of any surface mining method; no removal of topsoil, sand, gravel, rock, peat, minerals, gas, oil, or other hydrocarbon products or other materials; and no change in the topography of the land in any manner.
- 3.9 Exotics. There shall be no introduction of exotic plant or animal species.
- 3.10 Agriculture. There shall be no agricultural activities including, but not limited to: farming, horticulture, including nursery, aquaculture, animal husbandry, and cattle and livestock activities.
- 3.11 Water Resources. There shall be no dredging, construction of pond or dikes, nor any manipulation of natural watercourses. There will be no change, disturbance, alteration or impairment of any watercourse or wetlands within and upon the Protected Property.
- 3.12 Hunting and Fishing. There shall be no hunting or fishing on the Protected Property.

- 3.13 Refuse and USTs. No portion of the Protected Property shall be used for sanitary landfill, for the installation of any underground storage tanks, for the installation and use of an incinerator for the destruction of waste material or for the dumping, storing, disposal or treatment of refuse, trash, garbage, rubbish, junk, ashes, or hazardous substances or waste.
- 3.14 <u>Pollutants.</u> There shall be no release, generation, treatment, use, disposal, abandonment, and movement in, on, from or across the Protected Property of a substance 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, soil, or in any way harmful or threatening to human health or the environment.
- 3.15 <u>Signs</u>. There shall be no construction or placing of signs, including but not limited to, billboards, or any advertising materials of any sort on the Protected Property.
- 3.16 <u>Vegetation and Timber</u>. There shall be no cutting or harvesting of timber on or from the Protected Property. The Grantor shall not cut, remove, or otherwise destroy grasses or any other vegetation on the Protected Property.
- 3.17 <u>Live Oak Protection</u>. There shall be no cutting, girdling, pruning or other activity affecting live oak trees (Quercus Virginiana) having a ten (10) inch or greater diameter at breast height ("Protected Oaks"). The Grantor shall protect and preserve the Protected Oaks.

Use Inconsistent with Purpose. The parties recognize that this Easement cannot address every circumstance that may arise in the future. The parties agree upon the Purpose of this Easement. The Protected Property will be retained in perpetuity predominantly in its natural, scenic, open, and historic condition, as evidenced by the Report, for conservation purposes and to retain and ensure the water quality of the area, as well as prevent any use of the Protected Property which will impair significantly or interfere with the conservation values, the wetland areas, and water quality of the Protected Property, its wildlife habitat, natural resources or associated ecosystem. Any use or activity not reserved in Section IV which is inconsistent with the Purpose of this Easement or which materially threatens the Purpose of this Easement is prohibited. In the event that there is a dispute between the Grantor and the Grantee as to whether or not an activity or use is prohibited under this Section 3.18, the parties will arbitrate the matter in accordance with the provisions of Section 5.18 of this Easement.

Section IV

RESERVED RIGHTS

Notwithstanding any provision to the contrary contained in this Easement, the Grantor reserves for itself, its personal representatives, successors and assigns the "Reserved Rights" set forth in this Section IV. The exercise of all Reserved Rights will be in full accordance with all applicable local, state and federal laws and regulations, as well as in accordance with the Purpose

of this Easement. Grantor hereby agrees to give written notice to the Grantee prior to exercising any Reserved Rights.

NOTE: The survey plan referenced throughout this Section IV entitled "Development Plan for the Bonnie Doone Plantation, Colleton County, South Carolina for Charleston Baptist Association, Charleston, South Carolina prepared by Bone, Wright & Associates, East Brunswick, New Jersey, dated ________ is recorded herewith and made a part hereof. Said survey plan shall be hereinafter referred to as "The Plan".

4.1 Structures.

- A) The right to accommodate camper-hook ups for vehicles and campers which shall be used for residing overnight, and other such recreational vehicles with sleeping quarters. Said vehicles and campers may be present on the Protected Property, but only in the designated area for such vehicles and campers as shown on The Plan attached hereto and incorporated herewith.
- B) The right to maintain, repair, and replace all existing buildings and structures at the same location with buildings and structures of like size and function, as shown in the Report, and on The Plan.
- C) The right to maintain and replace the golf driving range at the same location as shown on The Plan, so long as said driving range is never illuminated in anyway.
- D) The right to construct, only those structures labeled "Future Structures" as shown on The Plan attached hereto and incorporated herewith. (All Future Structures shall be

referred to as "New Structures" including but not limited to those included in this Section 4.1).

- i) All New Structures shall conform to the dimensions included in The Plan and shall not exceed said dimensions.
- ii) All New Structures shall be constructed and/or placed in the location designated on The Plan.
- iii) All New Structures shall be constructed in such a way as to conform to the historic style of the existing structures as shown in the Report.
- E) The right to construct, maintain, repair and replace the "Future Residence" shown on The Plan so long as the dimensions of this residence shall not exceed twenty four hundred (2400) square feet in size and forty (40) feet in height.
- F) The right to construct, maintain, repair, and replace the four (4) "Dormitories" shown on The Plan, so long as <u>each</u> of these dormitories:
 - is located approximately in the area as shown on The Plan
 - ii) has a maximum footprint of twenty-five hundred (2500) square feet in size
- iii) has a maximum of forty (40) feet in height (2 stories).
- conforms physically and aesthetically to the historic style of the existing structures on the Protected Property.
- G) The right to maintain, repair, and replace the existing dock, including any floating piers and/or bulkheads at the location shown in the Report and on The Plan. The right to improve the existing dock, but not to exceed eight (8) feet in width as shown in The Plan. Additionally, the entire dock after improvement, shall be located as shown in The Plan.

- H) The right to remove the existing "boat house" and construct, maintain and repair a new "boat house" as shown in The Plan. The dimensions of the "boat house" shall not exceed twenty (20) feet by twenty-four (24) feet in area.
- The right to construct, maintain, repair, and replace wildlife observation platforms as shown on The Plan. Said platforms shall not exceed twenty (20) feet in height and twelve (12) feet by twenty four (24) feet in area.
- J) The right to maintain, repair, and replace fences and/or gates in the same location as shown in the Report, and on The Plan.
- K) The right to construct, maintain and replace the patio areas shown on The Plan. Said patio areas shall be constructed of brick and shall not exceed the dimensions shown on The Plan. Said patio areas shall not be moved or increased in number or size at any time.
- L) The right to maintain, repair, and replace the swimming pool and picnic areas in the same location as shown in the Report, and on The Plan, so long as the dimensions of each is not increased in size.
- M) The right to construct, maintain and replace the "bath houses" shown in The Plan in the trailer hook-up area. Each "bath house" shall not exceed twenty (20) feet by twenty-four (24) feet in area, including all shower and toilet facilities.
- N) The right to add a "bath house" of reasonable size onto the existing filter house.
- O) The right to construct, maintain, and replace boardwalks on the Protected Property with prior written approval of Grantee.
- P) The right to construct, maintain, repair, and replace a domestic waste water treatment plant so long as (i) it is located in the footprint established for its construction as

shown on The Plan, (ii) it does conform to state and federal laws and other pertinent guidelines and permitting procedures in effect at the time of commencement of construction, (iii) it services only the structures on the Protected Property, and (iv) advanced written notice shall be given to Grantee prior to its construction and prior to any future modification of the plant.

- 4.2 Roads, Parking Lots and Sidewalks. The right to maintain and replace existing roads, parking lots and sidewalks at the same location as shown on The Plan with roads, parking lots and sidewalks of like size and composition. The right to construct new roads
 - a) as per any easements of record as stated in Section 5.5;
 - b) as shown on The Plan and more particularly described as follows:
 - a road to the "multi-purpose building" which shall not exceed ten (10) feet in width
 - ii) an access road to be utilized by the Grantors and its employees but <u>not</u> its guests which shall be placed parallel to the nature trail, as shown on The Plan.
 - an access road parallel to the northwestern border of the Protected Property as shown on The Plan.
 - iv) the right to move the existing service road to the new location as shown on The
 Plan so long as it does not exceed fifteen (15) feet in width.

All parking lots and sidewalks shall be constructed and/or maintained with permeable materials (e.g. sand, gravel, crushed stone). Grantor shall use existing roads, parking lots and sidewalks whenever possible for access to the New Structures. The right to widen existing roads, parking lots and sidewalks for utility rights-of-way. The right to use roads

for all activities permitted under this Easement. Maintenance of roads, parking lots and sidewalks shall be limited to normal practices for non-paved roadways, such as the removal of dead vegetation, necessary pruning, or removal of hazardous trees and plants, application of permeable materials necessary to correct erosion, placement of culverts, water control structures and bridges, and maintenance of roadside ditches.

- 4.3 Nature Trails. The right to maintain and replace in the same location, the existing nature trails as shown on The Plan. Said nature trails shall be maintained and replaced using only permeable materials such as sand, gravel, or crushed stone.
- 4.4 Fishing and Wildlife Observation. The right of the Grantor's members, the family members of Grantor, and guests and invitees of Grantor's members and family members, and the personal representatives, successors, and assigns of the members of the Grantor to fish and observe wildlife on the Protected Property. However, there shall be no commercial fishing or leasing for commercial purposes of fishing and wildlife observation on the Protected Property.
- 4.5 Leases. The right to lease, or grant other less-than-fee interests in all or a portion of the Protected Property for any use permitted to the Grantor under this Easement, provided that such lease or other interest is consistent with and subject to the terms of this Easement, is not of a nature or terms as to constitute an impermissible subdivision of the Protected Property, and is for a minimum of twelve (12) consecutive months in duration.

- 4.6 <u>Landfill</u>. The right to have one (1) area not to exceed one (1) acre in size for a landfill for the dumping of refuse and garbage generated solely and exclusively by activities on the Protected Property. Such disposal of refuse and garbage shall be conducted in a reasonably sanitary manner, provided that there shall be no dumping or deposit of toxic or hazardous substances or wastes.
- 4.7 Borrow Pit. The right to have one (1) borrow pit not to exceed one (1) acre in size to provide required fill material for normal use, such as repairing roads, for use solely and exclusively on the Protected Property.
- 4.8 Wells and Septic Systems. The right to maintain, repair, and replace existing septic systems for the existing structures on the Protected Property as shown in the Report, and construct, maintain, repair, and replace septic systems for New Structures on the Protected Property. Any new septic drain system must be located a minimum distance of one hundred (100) feet from any wetlands or perennial stream, or in accordance with existing governmental regulations, whichever is the greater distance. The right to construct new wells on the Protected Property for any use consistent with the Purpose of this Easement.
- 4.9 Water Resources. The right to develop and maintain those water resources and wetlands on the Protected Property necessary to wildlife, recreation, farming, and other agricultural uses permitted by this Easement, so long as such development and maintenance does not impair any of the water resources or wetlands. Permitted activities

shall include, but are not limited to, the right to develop, restore, and enhance water resources for fisheries and wildlife improvement; and the right to undertake bank stabilization measures and stream and watercourse restoration.

The right to repair, replace or maintain existing and/or historic wetland impoundments and water control structures and to construct new impoundments and water control structures, said impoundments being recognized by both Grantor and Grantee as beneficial to waterfowl, and other wetland dependent plants and animals. The impoundments shall be managed primarily for waterfowl. To the greatest extent possible, management of the impoundments will be carried out in a manner that is conducive to providing feeding and nesting habitat for waterfowl, shorebirds, wading birds, and eagles. Within the existing impoundments internal ditching and diking will be allowed.

The right to construct, maintain, and replace a new water pump in accordance with permitting procedures and the local, state, and federal laws in effect at the time of construction in order to supply the Protected Property with needed water. The right to relocate the water pumps and redirect the supply lines associated therewith. The right to construct, maintain, repair and replace a domestic wastewater treatment plant in accordance with Section 4.1(P).

4.10 <u>Clearing</u>. The right to create, maintain, and cultivate wildlife food plots on the Protected Property. The right to construct firebreaks as necessary.

- 4.11 <u>Vegetation Maintenance</u>. The right to cut and remove grass or other vegetation, and, to the extent customary, to perform routine upkeep, maintenance, landscaping, including the planting of trees, shrubs, flowers, and other native and non-native plant species, consistent with the Purpose of this Easement, immediately around any permitted structures on the Protected Property. Subject to other provisions of this Easement, the right to selectively cut, burn, mow, and clear trees and vegetation in existing fields for waterfowl habitat enhancement and protection. The right to undertake activities for fire protection, road maintenance, tick and mosquito control. All such activities shall be undertaken in order to protect the present condition of the Protected Property.
- 4.12 <u>Timber</u>. The right to cut and/or harvest dead or diseased trees and trees that present hazards to persons or property and to clear brush and trim trees affecting structures and residences within the immediate vicinity of same. The right to conduct all timber harvest and forest management activities for profit and not-for-profit in accordance with a Forest Management Plan prepared by a registered forester and which is approved by both the Grantor and the Grantee. Such Forest Management Plan may be amended from time to time by the mutual written consent of the Grantor and Grantee. Exhibit B, Forest Management Guidelines, is included to aid the registered forester with the preparation of a new or amended Forest Management Plan.
- 4.13 Protected Oaks. The right to cut, girdle or prune Protected Oaks if the Grantor's actions are required to preserve or protect a structure existing on the date hereof or if the Protected Oak is diseased or dead or its condition constitutes a safety hazard. No

Protected Oak tree may be cut girdled or pruned to accommodate the construction of permitted structures. A Protected Oak tree is defined as having a DBH of 10 inches or greater. Dead standing Protected Oaks will be left for potential den trees, unless they constitute a safety hazard.

- Agriculture. The right to engage in not-for-profit agricultural, farming, and aquacultural activities provided the same is conducted in a manner consistent with the Purpose of this Easement. The right to locate, construct, and maintain watering facilities and ponds. Permitted agricultural activity must be consistent with the maintenance and enhancement of soil composition, structure and productivity, and may not result in pollution or degradation of any waters or have a detrimental effect upon fish or wildlife, their natural habitat, or upon the natural ecosystem and its process.
- 4.15 Agrichemicals. To use agrichemicals, including, but not limited to, fertilizers, biocides, herbicides and rodenticides, but only in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable agricultural and residential activities permitted by the terms of this Easement. Notwithstanding the foregoing sentence, no use of agrichemicals will be made if such use would result in (i) contamination of any source of water, (ii) any significant impairment of any natural ecosystem or process on the Protected Property.
- 4.16 <u>Exotics</u>. To allow only those exotic plant or animal species traditionally and prevalently used or existing as of or prior to the date hereof as evidenced in the Report.

- Minerals. All minerals, gas, oil and other hydrocarbon rights are reserved by Grantor and not conveyed by this Easement; provided that Grantor reserves to itself, its personal representatives, successors, and assigns and to all predecessors in title, their heirs, grantees, personal representatives and assigns who have reserved or conveyed title to such mineral, gas, oil and other hydrocarbon rights, all interest in minerals, gas, oil and other hydrocarbon products found or to be found in, on or under the Protected Property provided that Grantor shall cause any persons exploring for, developing or extracting minerals, gas, oil or related hydrocarbon products on or under the Protected Property shall insure the following:
 - A. No water shall be utilized on the Protected Property which would cause interference with surface water rights of Grantor, the wells and streams which exist on the Protected Property, or other sources of water on the Protected Property, utilized by Grantor for agricultural or residential purposes.
 - B. Whenever possible, access to exploration and/or extraction sites of minerals, gas, oil, or related hydrocarbons products shall be by existing roads.
 - Any new road shall conform to the standards of this Easement.
 - D. Any surface disturbance resulting from permitted subsurface exploration or extraction activities shall be restored upon completion to a condition similar or equivalent to its state prior to the disturbance, by restoring soils and replanting suitable domestic vegetation.

- E. Any wastewater resulting from such activities which is of materially poorer quality than the existing water supplies shall be treated and/or removed from the Protected Property so that its quality is substantially equivalent to existing water supplies.
- F. There shall be no exploration or extraction of minerals, gas, oil or related hydrocarbons by any surface mining method, within the meaning of Section 170 (h) (5) (B) of the Code and the regulations promulgated thereunder, nor shall there be any exploration or extraction by any surface mining method if such activity would, in the sole judgment of the Grantee, result in the destruction of a significant natural, scenic wildlife habitat, or other conservation attribute of the Protected Property.
- G. The Grantor shall provide Grantee with advance written notice at least sixty (60) days prior to engaging in any exploration for or extraction of (or leasing, selling, or otherwise disposing of the rights thereto) minerals, gas, oil and other hydrocarbon products from beneath the Protected Property whether or not such exploration or extraction (or leasing, selling, or otherwise disposing of the rights thereto) could result in any surface disturbance.
- H. There may not be at any time any extraction or removal or minerals, gas, oil and other hydrocarbon products by any surface strip mining method.
- 4.18 <u>Utilities</u>. At Grantor's election, to bury or otherwise camouflage all utility systems or extensions of the existing utility systems. The right to maintain gas, electric, telephone and heating oil systems for any existing or New Structures on the Protected Property.

- 4.19 <u>Signs</u>. The right to construct, maintain, repair, and replace directional signs, signs indicating and identifying occupancy and signs advertising the sale of the Protected Property. Signs may not exceed 24 inches by 48 inches in size.
- 4.20 Ecotourism. The right to operate a commercial enterprise which charges a fee to participate in tours, attend conferences and church activities, to reside overnight both inside the appropriate structures shown on The Plan as well as campers or appropriate vehicles at designated camp sites on The Plan, to utilize all of the buildings and structures on the Protected Property, to observe historic structures, natural habitat and wildlife and to otherwise use the Protected Property for recreational purposes. All such activities associated with this commercial enterprise shall be consistent with the intent and Purpose of this Easement. Such commercial enterprise shall not include the construction or operation of a golf course. The establishment and use of a golf driving range shall be allowed as per Section 4.1(C) in the location shown on The Plan but shall not be illuminated in any way. Such commercial enterprise may include the use of the Protected Property for movie productions. Such commercial enterprise shall be conducted in a manner that is not disruptive of the natural environment of the Protected Property or inconsistent with the intent and Purpose of this Easement.
- 4.21 <u>Consistent Uses.</u> The Grantor has the right to engage in any and all acts or uses not expressly prohibited herein that are not inconsistent with the Purpose of this Easement.

SECTION V

GENERAL COVENANTS

5.1 Baseline Documentation Report. The parties intend that this Easement, the Report and The Plan shall be used by Grantee to monitor Grantor's future uses of the Protected Property and practices thereon. The parties further agree that, in the event a controversy arises with respect to the condition of the Protected Property or a particular resource thereof, the parties shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in the resolution of the controversy. Grantor and Grantee recognize that changes in agricultural technologies, including accepted farm and forest management practices may result in an evolution of agricultural activities on the Protected Property. Such evolution shall be permitted so long as it is consistent with the

Purpose of this Easement, and does not in any way materially impair or interfere with the conservation values of the property.

5.2 Cost of Ownership. Grantor, its personal representatives, successors, and assigns shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of adequate liability insurance coverage. This includes the payment of any and all real estate taxes or assessments levied on the Protected Property by authorized local, county, state or federal officials. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Easement. Nothing in this Easement shall be construed as giving rise, to any right or

ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and the corresponding state statute.

Indemnification. Grantor hereby releases and agrees to hold harmless, indemnify, and 5.3 defend Grantee as well as Ducks Unlimited, Inc., its members, directors, officers, employees, agents, and contractors and their heirs, personal representatives, successors, and assigns 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 attorney's fees, arising from or in any way connected with: (1) injury to or the death or any person, or physical damage to any Protected Property resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected 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 state, federal, or local law, regulation, or requirement, including. without limitations, CERCLA and the corresponding state statute by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Protected Property; and (3) the presence or release in, on, from, or about the Protected Property, at any time, or 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.

- 5.4 <u>Public Access</u>. No right of access to the general public to any portion of the Protected Property is conveyed by this Easement.
- 5.5 <u>Easements</u>. This Easement is subject to any easements of record particularly those recorded at the office of the Clerk of Courts, Colleton County, South Carolina, as Book 194, Page 397.
- 5.6 <u>Subsequent Conveyances</u>. The Grantor shall include reference to all terms and conditions of this Easement in any subsequent deed, or legal instrument by which the Grantor divests itself of either the fee simple in all or part of the Protected Property, or its possessory interest in any portion of the Protected Property, and that the Grantor will notify the Grantee in writing of the conveyances and respective parties thereto.
- 5.7 <u>Subsequent Liens.</u> No provision of this Easement should be construed as impairing the ability of the Grantor to use this Protected Property as collateral for a subsequent monetary loan or other form of borrowing, provided that any mortgage or lien arising from such a loan is subordinate to this Easement.

5.8 Notices/Approvals. Any notices or approval requests required in this Easement will be sent by registered or certified mail, postage prepaid, to the following addresses below or to such address as may be hereafter specified by notice in writing.

GRANTEE

Wetlands America Trust, Inc. One Waterfowl Way Memphis, TN 38120-2351 Attn.: Chief Operating Officer

With copy to:

Ducks Unlimited, Inc. Lowcountry Initiative 3870 Leeds Avenue, Suite 114 North Charleston, SC 29405

GRANTOR:

The Charleston Baptist Association, Inc. 189 Rutledge Avenue Charleston, South Carolina 29403

- 5.9 <u>Severability</u>. In the event any provision of this Easement is determined by the appropriate court to be void and unenforceable, all remaining terms will remain valid and binding.
- 5.10 <u>Perpetuity.</u> The burdens of this Easement will run with the Protected Property and will be enforceable against the Grantor and all future owners in <u>perpetuity</u> during the period of such ownership.

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Assignment by Grantee. The benefits of this Easement shall be in gross and shall be assignable by the Grantee, only upon the following conditions: (i) the Grantee must require that the Purpose of this Easement continues to be carried out, and (ii) the assignee, at the time of the assignment, must qualify under Section 170 (h) of the Code, and applicable regulations thereunder, and under South Carolina law and must be eligible to receive this Easement directly. In the event Grantee ceases to exist or exists but no longer as a tax exempt, non-profit organization, qualified under Section 501 (c) (3) of the Code, this Easement shall automatically become vested in a tax exempt, non-profit organization qualified under Section 501 (c) (3) and 170 (h) (3) of the Code and which has experience in holding similar conservation easements as designated by the then owner of the Protected Property.

In any assignment of this Easement by the Grantee, the Grantee agrees to give preference to Ducks Unlimited, Inc., a not-for-profit corporation organized under the laws of the District of Columbia, One Waterfowl Way, Memphis, Tennessee 38120, if Ducks Unlimited, Inc., at the time of the assignment, is still a "qualified organization" as described in the above paragraph.

5.12 <u>Judicial Extinguishment</u>. If a subsequent, unexpected change in the conditions of the Protected Property or the surrounding property, make impossible or impractical the continued use of the Protected Property for conservation purposes, the Easement shall be extinguished by judicial proceeding and all the Grantee's proceeds, if any, from a

subsequent sale or exchange of the Protected Property shall be used for conservation purposes.

- Amendments. This Easement shall not be amended, modified, or terminated except in writing in a document signed by Grantor and Grantee. No amendment shall be allowed that would adversely affect the qualifications of this Easement as a charitable gift or the status of the Grantee under any applicable laws, including Section 170 (h) of the Code or the laws of the State of South Carolina. Any such amendment shall be consistent with the Purpose of this Easement, shall not affect its perpetual duration, shall not permit additional development other than development permitted by this Easement on its effective date, and shall not permit any impairment of the significant conservation values of the Protected Property. Any such amendment shall be recorded in the land records of the Clerk of Courts of Colleton County, South Carolina. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment.
- 5.14 Eminent Domain/Condemnation. Whenever all or part of the Protected Property is taken in exercise of eminent domain by public, corporate or other authority so as to abrogate the restrictions imposed by this Easement, Grantor shall take appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. The net proceeds (including, for purposes of this section, proceeds from any lawful sale of the Protected Property unencumbered by the restrictions hereunder) will be distributed between the Grantor and the Grantee in shares in proportion to the fair market value of their interests in the Protected Property on the

date of the execution of this Easement. The Grantee shall use its share of the net proceeds for conservation purposes.

5.15 <u>Compensation</u>. This Section is applicable only to the determination of compensation payable to Grantee in the event of a termination or extinguishment of this Easement pursuant to Section 5.12. The value of the Protected Property at the date of establishment of this Easement shall be the value established by the Grantor's qualified appraisal taken for that purpose (pursuant to Treasury regulation Section 1.170A-14 or its successor regulation) for federal income tax purposes ("Appraisal").

The parties agree upon that the compensation payable to Grantee in the event of termination or extinguishment of this Easement pursuant to Section 5.12, shall be the amount determined by dividing the fair market value of the Easement shown in the Appraisal by the fair market value of the Protected Property, prior to this Easement, shown in the Appraisal. That figure is then multiplied by the fair market value of the Protected Property at the time of termination or extinguishment, minus improvements made after the date of the Appraisal.

5.16 Notice of Breach. In the event there is a breach of the terms of this Easement by the Grantor or by a third party acting at the direction of, with the permission of, or under control of the Grantor, the Grantee shall have the right to notify the Grantor in writing of such a breach, and the right to enforce by proceedings at law or in equity the covenants hereinaster set forth, including, but not limited to the right to require the restoration of the Protected Property to its condition on the date of this Easement as evidenced by the

Report. Upon such notice, the Grantor shall have thirty (30) days to undertake actions, including restoration of the Protected Property, that are reasonably calculated to correct swiftly the conditions constituting such breach. If the Grantor fails to take such corrective action, the Grantee may, at its discretion, undertake such actions, including appropriate legal proceedings, as are reasonably necessary to effect such corrections by Grantor. The cost of such corrections, including Grantee's expenses, court costs and legal fees will be paid by the Grantor, provided it is determined that the Grantor or a third party acting at the direction of, with the permission of or under the control of the Grantor, is responsible for the breach. Nothing herein shall be construed to entitle the Grantee to institute any proceedings against the Grantor for any changes to the Protected Property due to causes beyond the Grantor's control such as changes occurring due to natural causes or unauthorized wrongful acts of third parties.

- 5.17 Waiver of Rights. Grantee, its successors or assigns do not waive or forfeit the right to take action as may be necessary to insure compliance with this Easement by any prior failure to act. The rights hereby granted will be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for enforcement of this Easement.
- 5.18 Arbitration. In the event of a disagreement between the Grantor and the Grantee as to whether or not a use or activity violates Section 3.18 (hereinafter "Arbitration Issue"), the Arbitration Issue will be resolved by a committee made up of three (3) individuals who have reasonable experience with conservation easements and land use of similar properties. One individual will be selected by Grantor, one individual will be selected by

the Grantee and the other individual will be selected by the two individuals selected by Grantor and Grantee. The three (3) individuals (hereinafter "Committee") will determine by majority vote the Arbitration Issue. The Committee shall follow the procedural rules established by the American Arbitration Association. The decision of the Committee will be binding on the Grantor and the Grantee.

- Marranty of Title. Grantor hereby warrants and represents that the Grantor is seized of the Protected Property in fee simple and has the right to grant and convey this Easement, that the Protected Property is free and clear of any and all encumbrances, except easements of record and prescriptive easements, purchase money mortgages, and mineral right reservations, if any, and that the Grantee and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.
- 5.20 <u>Controlling Law.</u> The interpretation and performance of this Easement shall be governed by the laws of South Carolina.
- 5.21 <u>Filing</u>. The Grantor shall file this instrument and any amendment in the official land records as soon as is practicable after all signatures have been obtained and the Grantee may re-file it and any amendments to the Easement at any time as may be required to preserve its rights in this Easement.
- 5.22 Counterparts. This Conservation Easement may be executed in multiple counterparts.

5.23 Entire Agreement: This instrument sets forth the entire agreement of the parties with respect to the Easement and supercedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 5.13.

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

IN WITNESS WHEREOF, the Grantor has set his hand and seal on this 20th day			
of November. 2000 and the Grantee has caused this Easement to be signed in its			
name by its Chief Operating Officer, and its corporate seal to be affixed hereto.			
SIGNED, SEALED AND			
DELIVERED IN THE PRESENCE OF: GRANTOR: Charleston Baptist Association			
D'anne O. Bates D'anne O. Bates Dy: Reverend Harry C. Scarborough Its: Moderator			
Carol W. Hill			
STATE OF SOUTH CAROLINA)			
COUNTY OF COLLETON)			
I, a Notary Public, do hereby certify that Reverend Harry C. Scarborough, on behalf of Charleston Baptist Association as its Moderator, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and seal this 20 day of 1000mbb , 2000.			
Notary Public for South Carolina			

33

My Commission expires: 10-26-07

IN WIT	TNESS WHEREOF, the Grantor	has set his hand and seal on this 20th day of
Nove	mber, 2000 and the	Grantee has caused this Easement to be signed in its
name by		s corporate seal to be affixed hereto.
	O, SEALED AND ERED IN THE PRESENCE OF:	GRANTOR:
ν,	5 a +	Charleston Baptist Association
dia	nne B. Bates	Ollie C. Pline by: Reverend Ollie C. Peirie Its: Clerk
Care	W Hill	
STATE	OF SOUTH CAROLINA)	
COUNT	Y OF COLLETON)	
I, a Notary Public, do hereby certify that Reverend Ollie C. Peirie on behalf of Charleston Baptist Association as its Clerk, personally appeared before me this day and acknowledged the due execution of the foregoing instrument WITNESS my hand and seal this 20 day of		
Man.	dia J. Juna (L.S.) ublic for South Carolina	
wy com	mission expires: <u>10 - 26 - 09</u>	
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	GRANTEE: WETLANDS AMERICA TRUST, INC.		
James K. Miers	By: Chief Operating Officer		
STATE OF TENNESSEE) COUNTY OF SHELBY)			
I. Paula Booher D. A. "Don" Noung Chief Operating Officer, personally apprexecution of the foregoing instrument.	, a Notary Public, do hereby certify that , on behalf of Wetlands America Trust, Inc. as its eared before me this day and acknowledged the due		
WITNESS my hand and seal this 14th day of November, 2000.			
Notary Public for Tegnessee	(L.S)		
My Commission expires: 12 01 3	<u> </u>		

Continuation of Signature Page For Deed of Conservation Easement

Exhibit A

CHARLESTON BAPTIST ASSOCIATION

LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in Colleton County, South Carolina, measuring and containing One Hundred Thirty-one (131) acres, more or less, as shown on a plat of the same made by S.S. Snook, Registered Land Surveyor, dated March 30, 1964, recorded in Plat Book 11, at Page 243, in the Office of the Clerk of Court of Colleton County, and made a part and parcel hereof, saving and excepting the right to construct, operate and maintain a road Fifteen (15') feet in width along the Northeastern boundary of the said tract, as shown on said plat, provided, however, that the grantee and its permittees shall have the use thereof. Included, in the above described land, as shown on said plat, is a small island and bridge on the southwest. Also included herein is an easement to use the canal shown on said plat, to the Ashepoo River with an additional Fifteen (15') feet on each side to dump soil created for Canal improvement.

ALSO INCLUDED herewith is the right, privilege and option in perpetuity for the grantee and its permittees to use the existing roadway Forty (40°) feet in width as entranceway to the property hereinabove described, as well as an increase in said right of way to Sixty-six (66°) feet if such is granted by the Williams Furniture Company in order to pave the said road.

It is further agreed that the said plat fixes the boundary on the rice fields as the Hillside Bank as the line.

BEING the same property conveyed to the Charleston Baptist Association by Deed of Charleston Presbytery, dated October 9, 1978, and recorded October 13, 1978, in Book 194, at Page 397, in the Office of the Clerk of Court for Colleton County, South Carolina.

TMS # 262-00-00-007

EXHIBIT B FOREST MANAGEMENT GUIDELINES

See Baseline Documentation Report for map and location of forest types.

- I. General Recommendations for Pine and Hardwood Management
 - A. Live oaks (Quercus virginiana), with a DBH of ten (10) inches or greater, shall be protected from cutting and/or logging damage or damage of any kind.
 - B. Ditching and bedding for establishment of pine plantations should be within the guidelines of the South Carolina Forestry Commission's Best Management Practices (BMPs).
 - C. All logging activity shall meet or exceed the BMPs guidelines for South Carolina as amended from time to time.
 - D. Restrictions governing timber harvest methods shall not apply in areas where the forest is damaged by fire, wind, insects, or disease.
 - E. Prescribed burning is allowed as conducted under the laws of the State of South Carolina. It is strongly recommended that fire lines be disced and not plowed so impact to the site is minimized. Use wetlands as natural firebreaks.
 - F. Wildlife openings and agricultural fields shall be managed in accordance with the forest resource management plan described above. Minimum acreage in this use should be no less than ten (10) percent of the total Protected Property area and no more than forty (40) percent of that total. Minimum size of openings should be 0.5 acres and larger areas are encouraged. Larger fields should be broken by hedges, windbreaks, or other permanent plantings.
 - G. Valuable mast producing hardwoods should be released by creating room for crown expansion to enhance wildlife value.
 - H. As a long-term management goal, pine stands and off-site hardwood stands should be converted to longleaf pine where sites are appropriate.
 - Hardwoods, except live oaks with a DBH of ten (10) inches or greater, found on pine sites may be cut or deadened by girdling, injection or spraying with an approved herbicide.

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- J. Clear-cuts should be located so that corridors of older trees (at least 10 years difference) at least three hundred (300) feet wide separate them unless harvested areas are small (20 acres or less) and stand ages are well diversified. These corridors can be managed, but multiple-aged or two-aged management schemes should be favored to assure the continued presence of mature and secure travel and escape cover. Upland corridors should be linked with Streamside Management Zones and other riparian areas when possible.
- K. Herbicides will be allowed provided they are used according to labels and are not detrimental to fish, wildlife, endangered plants or animals, or water quality.
- L. To the extent possible, strips of uncut timber should be left along public roads for aesthetic purposes and wildlife benefits.
- M. Maintain den and snag trees within clear-cuts when possible for wildlife benefits.
- N. Harvest hardwood trees at a stump height of less than twelve (12) inches to encourage sprouting (coppicing) at or near ground level when practical.
- O. When practical, hardwood harvests should be scheduled to occur from October through March to take advantage of current year seed crops and to favor superior coppicing.
- P. To improve hardwood regeneration in clear-cuts, residuals should be controlled by a clean harvest or by shearing, chopping, felling, girdling or herbicide treatment within six months of harvest to benefit from the prevailing seed crop and soil scarification.
- Q. All management and harvesting practices must consider and protect endangered plants and animals.
- R. Logging will not be permitted during wet weather when logging equipment results in rutting of forest soils and damage to access roads used for transporting timber. Wet weather logging postponement and restart will be at the discretion of the Seller's representative. Contract extensions may be given due excessively wet conditions if needed and requested.

II. Pine and Mixed Pine/Hardwood Stands

- A. Planted Pine (loblolly Pinus taeda)
 - Even-aged pine stands equal to or greater than one hundred acres in size may be clear-cut in a maximum of fifty-acre blocks, provided no more than fifty percent of that acreage is cut within a ten-year period. Clear-

cuts, shelterwoods, and seed tree cuts are allowed and intermediate cuts and thinnings are strongly encouraged.

- Regeneration may be achieved through natural or artificial means.
 Regeneration to longleaf pine is strongly recommended where suitable soil and site conditions exist.
- B. Natural Pine (native loblolly-Pinus taeda)
 - Harvest methods shall include intermediate cuts, group selection, seed tree, shelterwood or clearcutting.
 - Natural regeneration of current stands is preferred except where conversion to longleaf is the preferable objective.
 - Prescribed fire should be introduced into these stands on 2-4 year intervals
 except where regeneration is too young to be burned safely.
- C. Natural Pine (native longleaf-Pinus palustris)
 - 1. Timber may be cut in the longleaf stands with the objective of uneven or two-aged management, either by single tree or group selection methods. Shelterwood cuts or successive thinnings will be allowed until the stand reaches a minimum of 40 trees per acre. Developing a two-aged stand by retaining part of the shelterwood stand after harvest and keeping it in the next rotation is also a management option. The following considerations should be made during harvesting operations:
 - Group selection patches should be juxtaposed in the residual stand with regard to topography, aesthetic quality and the long-term aspects of longleaf management.
 - b. Trees with a good cone crop should be selected to leave. Clumps of these trees should be identified and marked. These trees will be scattered throughout the stand. They will ensure that some older growth trees are left both as a seed source and for wildlife.
 - 2. Longleaf should be managed on a minimum 80-year rotation.
 - 3. Growing season fire is preferred. These burns encourage native plants and are necessary to prepare a seedbed for natural regeneration. Growing season fire should be used between April 1 and September 1. The use of fire within a year before a good seed crop should prepare the site adequately. Fire should be excluded from the site for at least one year after seed fall or until most seedlings are at lease 0.3 inches in diameter at

the ground line root collar. This allows regeneration time to establish and seedling to develop fire tolerance. A fire regime that allows alternation of growing season and dormant season fires is acceptable and fire frequency should be every 2-3 years.

D. Pine-Hardwood

- The definition of a pine hardwood stand is an area in excess of ten acres
 that has sixty (60) percent stocking of pine or more and thirty (30) to forty
 (40) percent stocking of hardwood. Although conversion of this type to
 pine by natural regeneration is allowable, maintenance of the pinehardwood community is beneficial to wildlife and is encouraged.
- Harvesting can be accomplished by intermediate, single-tree, groupselection, seed tree, shelterwood or clearcutting.
- Natural regeneration favored by the above cutting methods is preferred.
- Cool, dormant season fires can be used carefully and sparingly in these stands to control sweetgum and other species.

III. <u>Hardwood Stands</u>

Hardwood forest stands represent a unique opportunity to manage under the multiple-use concept. Wildlife, aesthetics and timber production can be considered at different intensities as determined by the landowner. Water quality should be a primary concern in many bottomland hardwood stands.

All forestry practices conducted in hardwoods must conform to the State of South Carolina's Best Management Practices guidelines. Bottomland hardwood sites should not be converted to pine plantations or other uses. Draining of bottomland hardwood areas is discouraged. Rotation ages should be established that promote mast production and diversified stand ages across the landscape. If retention of a proportion of the original canopy is desired, uneven-aged systems, such as group-selection, should be considered.

A. <u>Hardwood Regeneration Systems</u>

Clear-cut- All merchantable trees cut over an area of size and
configuration to be determined by local conditions. Streamside
Management Zones (SMZs) and wildlife corridors should be used to
reduce visual effect of clearcutting. Existing species composition and
presence of advance regeneration are important considerations when
regenerating hardwoods via the clear-cut and re-sprout method.

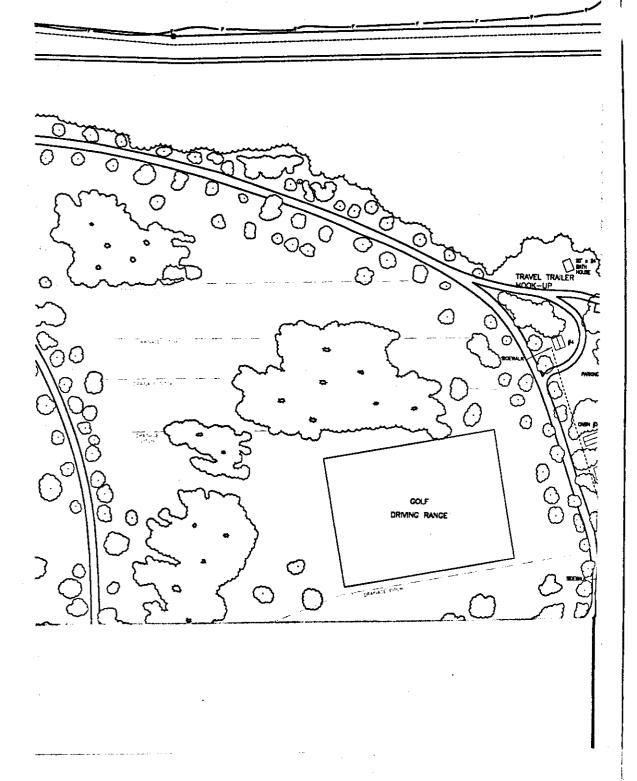
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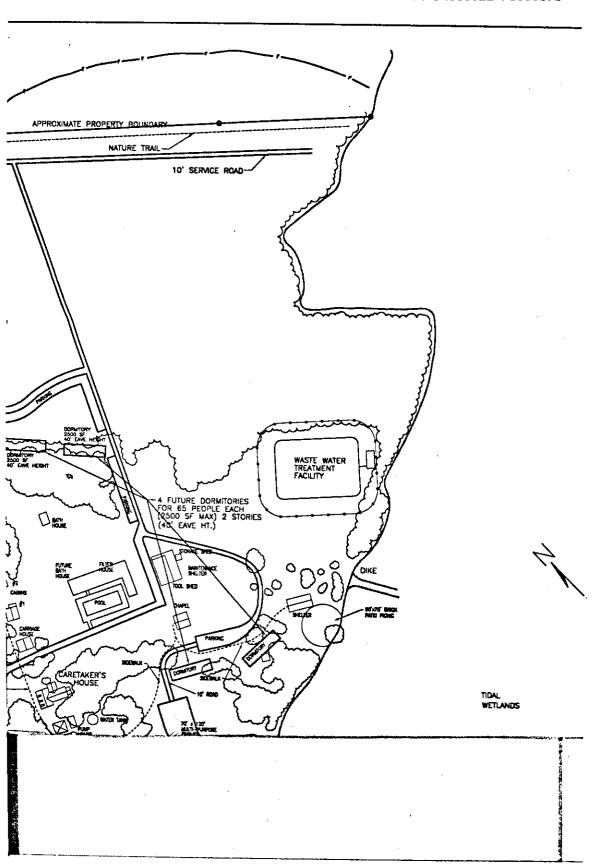
- Single tree selection- Single, commercially mature, suppressed, or damaged trees are removed at frequent intervals. This method favors shade tolerant species unless advance regeneration is secured prior to tree removal.
- Group selection- Clearcutting in patches ranging in size from fractions of an acre to several acres. Advance regeneration should be secured prior to tree removal and management practices to control undesirable species prior to and after cut may be necessary.
- Shelterwood- Basically a heavy thinning before final harvest. Used with heavy seeded species such as oaks to encourage advance regeneration before final harvest.
- 5. Direct Seeding.
- 6. Planting (seedlings).

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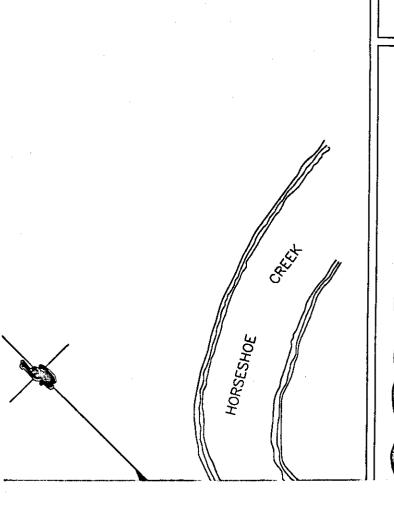
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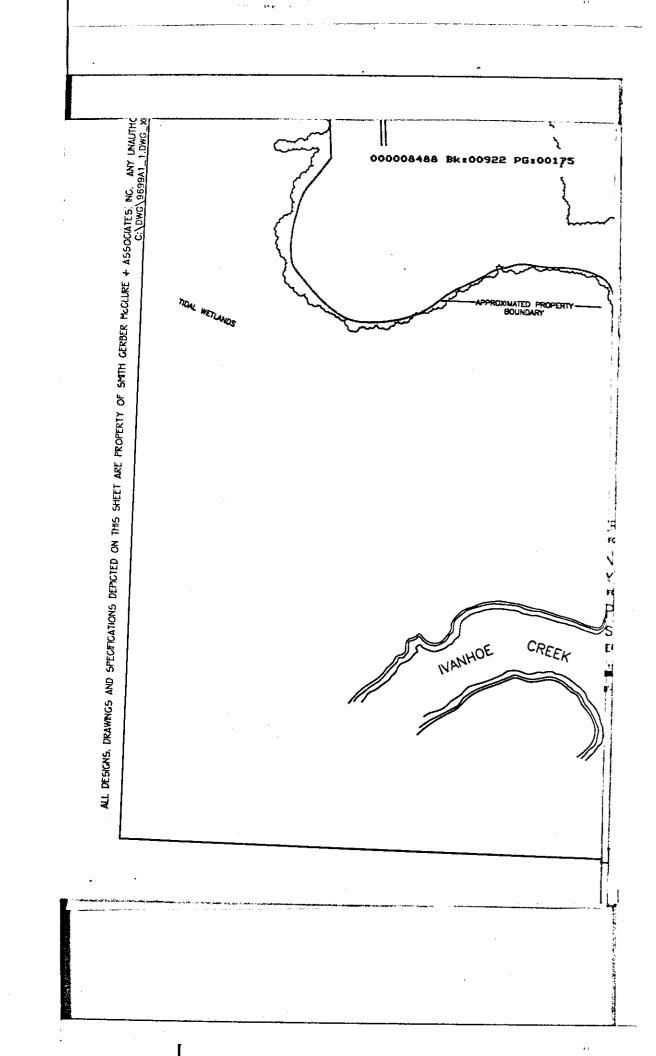


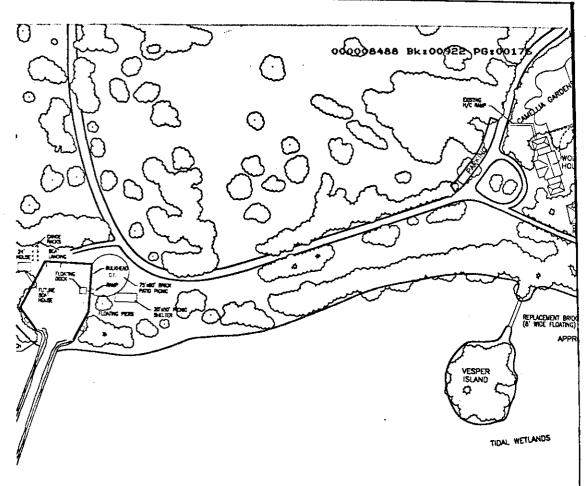
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268 W. Coleman Boulevard Suite 2-D Mt. Pleasant, SC 29464

mith Gerber McClure & Associates, InÉmail:





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SUMMARY OF CAPACITY	,
STRUCTURE	CAPACITY
WOLNICK HOUSE	40
CARETAKER HOUSE	15
CARRIAGE HOUSE	6
CABINS (EXISTING = 4)	20
LOG CABIN	4
NEW DORMITORIES (65 EACH/4)	260
FUTURE RESIDENCE	5
TOTAL	350

LEGEND

EXISTING STRUCTURES—
FUTURE STRUCTURES—
MAIN ROADS—
SERVICE ROADS—
PROPERTY LINE—
TREE LINE
TREES— INDIVIDUAL—
EXISTING DRAINAGE DITCH
FENCE—

