



North American Land Trust
Baseline Documentation

**Big Canoe/
Main Gate Neighborhood**

Pickens County,
Georgia



NORTH AMERICAN LAND TRUST

P.O. Box 1578
Chadds Ford, PA 19317
(610) 388-3670
(610) 388-3673 FAX

North American Land Trust Baseline Documentation

Big Canoe/ Main Gate Neighborhood

Pickens County, Georgia

Owner Acknowledgement

Baseline Documentation Overview

- I. Introduction
- II. Conservation Purposes
- III. Conservation Management
- IV. Conservation Easement Summary
- V. Our Mission

Appendices

- A. North American Land Trust IRS Determination Letter
- B. North American Land Trust Board Resolution/ Minutes Excerpt to Accept Easement
- C. Recorded Copy of Conservation Easement
- D. Biological Baseline Survey- Christopher R. Wilson- March 2002
- E. Photographic Index With Map- Christopher R. Wilson- March 2002

Exhibits

1. Location Map
2. Base Map
3. Soils Map
4. Conservation Easement Plan Map



A. Owner Acknowledgment



NORTH AMERICAN LAND TRUST

Return to:
North American Land Trust
P.O. Box 1578
Chadds Ford, PA 19317
(610) 388-3670

P.O. Box 1578
Chadds Ford, PA 19317
(610) 388-3670
(610) 388-3673 FAX

Baseline Documentation Acknowledgment

Property: Big Canoe/ Main Gate Neighborhood
Location: Pickens County, Georgia
Deed Book: 282, page 724

By signing below, Owner certifies that it has received and fully reviewed the attached Baseline Documentation in its entirety and that it is an accurate representation of the condition of the Conservation Area.

Big canoe Company, LLC, owner of the above-named property, agrees that the description prepared is an accurate representation of the physical condition of the Conservation Area to the best of our knowledge.

Signature(s): *Nancy G. Zeh* *EXECUTIVE VICE PRES.*
Name: Title:

Date: *4/22/02*

By signing below on behalf of North American Land Trust, Andrew L. Johnson certifies that the Trust has received and fully reviewed the attached Baseline Documentation in its entirety and that it is an accurate representation of the condition of the Conservation Area.

Signature: *Andrew L. Johnson* *Vice President*
Title:

Date: *3/31/02*



B. Baseline Documentation Overview

NORTH AMERICAN LAND TRUST

Conservation Easement Baseline Documentation

Big Canoe/Main Gate Neighborhood Pickens County, Georgia December, 2001

I. Introduction

The following baseline documentation and attached exhibits describe the condition of a portion of a property known as Big Canoe, owned by Big Canoe Company, LLC, at the time of the donation of a conservation easement to North American Land Trust. The subject portion of property, referred to as Main Gate Neighborhood, is comprised of 28.59 acres.

The execution of a conservation easement for Big Canoe/ Main Gate Neighborhood is part of North American Land Trusts' ongoing efforts to help preserve rapidly disappearing open space in northern Georgia. This is NALT's fifth conservation easement in the region bringing the total of open space preserved to just over 155 acres. Several more projects in the area are planned for 2002.

II. Conservation Purposes

The purpose of these restrictions and reserved rights is to protect the significant conservation values of the Conservation Area. In particular, this easement addresses two "conservation purposes" as defined by IRS Code Section 170 (h):

- A. *The protection of a relatively natural habitat of fish, wildlife, or plants or similar ecosystem;*
- This conservation purpose is provided for in the conservation easement by precluding development of lands, which could have otherwise been accomplished. The easement also insures the protection of mature and successional woodlands, wetlands, and riparian areas. These provide a diverse combination of habitat conditions that support a diverse variety of fauna as well as flora including native animals such as the Appalachian Yellow-bellied Sapsucker and the Golden-crowned Kinglet that are increasingly endangered in Georgia. This Easement provides specific terms and conditions to protect all of these resources and preserve the most endangered resources.

B. The preservation of open space (including farmland and forest land) where such preservation is-

(1) For scenic enjoyment of the general public, or

- A significant portion of the conservation area is visible to the general public who can enjoy the rich scenic character of its historic and natural resources from Blackwell Creek Way, Bloodroot Knoll, White Rhododendron Trail, and the Wilderness Parkway.

(2) Pursuant to clearly delineated Federal, State, or local governmental conservation policy, and will yield significant public benefit;

- **Georgia's Community Green Space Program**

This program was passed by the Georgia General Assembly in the year 2000. The programs long-term goals are to help the state's fastest growing counties set aside 20% of their land as protected green space. Pickens County has recently applied for their green space funding and expects approval by April 15, 2002 according to Norman Pope, the Pickens County Planner. NALT's efforts will certainly help Pickens County reach the programs goals.

In addition, the conservation purposes also include:

- (1) Watershed protection**, which will be achieved, even improved, as a result of protecting three tributaries of the Cox Lake Branch located on the property.

III. Conservation Management

The conservation easement area will be managed in keeping with environmentally sound practices and for the multiple uses of wildlife, plants, recreation, and related services. The general environmental conditions will be evaluated and monitored on an annual basis. This will be an ongoing stewardship plan subject to modification according to actual experience and improvements in environmental practices.

Woodland management practices provide for maximum preservation of mature trees and large stands and protection of younger stands with provision for the removal of dead or dying trees or their affected portions and removal of non-native plants and trees in each type of woodland area, some clearing of trees with protected woodland areas, and tree cutting for personal firewood needs consistent with maintaining habitats for cavity nesting birds and animals.

IV. Conservation Easement Summary

In this section, a few of the more important restrictions and reserved rights clauses, described in the conservation easement, are summarized. For a complete and accurate description of all the clauses, please refer to the recorded conservation easement document found within this baseline documentation under *Article 2: Owner's Declaration of Covenants and Restrictions*, and *Article 3: Reserved Rights*.

Article 2: Owner's Declaration of Covenants and Restrictions

- a. No cutting of live timber or removal or destruction of live trees shall be permitted upon or within the Property.
- b. There shall be no filling, excavating, dredging, surface mining, drilling, or any removal of topsoil, sand, gravel, rock, peat, minerals or other materials, upon or from the Property.
- c. There shall be no dumping of ashes, trash, garbage, or any other unsightly or offensive materials at any place on, under or within the Property.
- d. There shall be no material change in the topography of the Property in any manner.
- e. There shall be no dredging, channelizing or other manipulation of natural watercourses or any watercourses existing within the Property as of the date of this Conservation Easement.

Article 3: Reserved Rights

- a. The right of Owner to construct and maintain Structures necessary for drainage and erosion control of the Property provided that such Structures are designed for the purpose of preserving wetland areas and streams, if any, existing as of the date of this Conservation Easement.
- b. Clearing and restoring vegetative cover that has been damaged or disturbed by forces of nature or otherwise.
- c. The right of Owner to thin and remove early successional species using good meadow or forest management practices.
- d. regulatory and informational signs including, for example but not for limitation of the foregoing, "no trespassing" signs, "no gunning" signs, or "no hunting" signs;

V. Our Mission

The North American Land Trust is committed to the preservation of natural ecosystems and the conservation of agriculturally productive lands. NALT believes that preservation and conservation efforts often require different techniques and management strategies. Our goal is to be a professional organization committed to one single, but extremely important, purpose: long term stewardship of our natural heritage.



C. NALT IRS Information



NORTH AMERICAN LAND TRUST

P.O. Box 1578
Chadds Ford, PA 19317
(610) 388-3670
(610) 388-3673 FAX

Important Information Regarding North American Land Trust

1998

The following information is attached regarding NALT's current status:

Internal Revenue Service – Charitable Status

The IRS notified NALT that it had granted it permanent status on June 25, 1997 as a publicly supported 501 (c) (3) organization as described in section 509 (a)(1) and 170 (b) (1) (A) (vi). The notification is attached to this memorandum. Tax returns (IRS form 990) have been filed annually and are available upon request.

Internal Revenue Service – Employer Identification Number

NALT was assigned an Employer Identification Number on September 28, 1992 (Notification # CP 575 E).

The EIN that was assigned is:**23-2698266**

A copy of the notification is attached to this memorandum.

Commonwealth of Pennsylvania – Bureau of Charitable Organizations

NALT is registered with the Bureau of Charitable Organizations and has submitted annual reports by the required deadlines.

The registration number is **0014473**

Auditor's Report

NALT has an annual audit that is performed by the following firm:

Maillie, Falconiero & Company
22 North Church Street
P.O. Box 3068
West Chester, PA 19381

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: ---

NORTH AMERICAN LAND TRUST
C/O ANDREW JOHNSON
PO BOX 134
CHADDS FORD, PA 19317-0134

Employer Identification Number:
23-2698266

DLN:
17053088920007

Contact Person:
D. A. DOWNING
Contact Telephone Number:
(513) 241-5199

Our Letter Dated:
November 1992

Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

You are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. For guidance in determining whether your gross receipts are "normally" more than \$25,000, see the instructions for Form 990. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

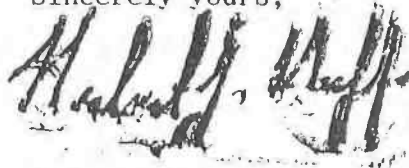
Letter 1050 (DO/CG)

NORTH AMERICAN LAND TRUST

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Harold G. Hoff". The signature is written in a cursive style with some ink bleed-through from the reverse side of the page.

District Director

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255

DATE OF THIS NOTICE: 09-28-92
NUMBER OF THIS NOTICE: CP 575 E
EMPLOYER IDENTIFICATION NUMBER: 23-2698266
FORM: SS-4 TAX PERIOD: N/A
2820722445 0

FOR ASSISTANCE PLEASE
WRITE TO US AT:

INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255

BE SURE TO ATTACH THE
BOTTOM PART OF NOTICE

OR YOU MAY CALL US AT:

574-9900 LOCAL PHIL.
1-800-829-1040 OTHER PA

NORTH AMERICAN LAND TRUST
% GAIL CUMMINGS LEVAN
3800 CENTRE SQUARE WEST
PHILADELPHIA PA 191022186

NOTICE OF NEW EMPLOYER IDENTIFICATION NUMBER ASSIGNED

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). The number assigned to you is shown above. It will be used to identify your business account, tax returns and documents, even if you don't have employees.

1. Keep a copy of the number in your permanent records.
2. Use your name and the number exactly as shown above on all Federal tax forms.
3. Use the number on all tax payments and tax-related correspondence or documents.

Using a variation of your name or number may result in delays or errors in posting payments to your account. It also could result in the assignment of more than one Employer Identification Number.

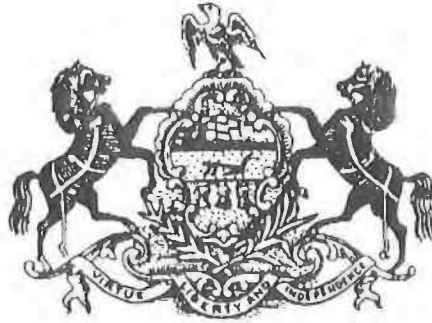
We have established the filing requirements and tax period shown above for your account based upon the information provided. If you need help to determine your required tax year, get publication 538, Accounting Periods and Methods, which is available at most IRS offices.

Assigning an Employer Identification Number does not grant tax-exempt status to nonprofit organizations. Any organization, other than a private foundation, having annual gross receipts normally of \$5,000 or less is exempt by statute if it meets Internal Revenue Code requirements. Such organizations are not required to file Form 1023, Application for Recognition of Exemption, or Form 990, Return of Organization Exempt from Income Tax.

However, if your organization wants to establish its exemption and receive a ruling or determination letter recognizing its exempt status, file Form 1023 with the Key District Director. For details on how to apply for the exemption, see Publication 557, Tax-Exempt Status for Your Organization.

Thank you for your cooperation.

Commonwealth of Pennsylvania



Department of State Bureau of Charitable Organizations

Certificate of Registration

No. 14473

This is to certify that NORTH AMERICAN LAND TRUST is registered as a charitable organization organization with the Department of State's Bureau of Charitable Organizations under the Solicitation of Funds for Charitable Purposes Act, 10 P.S. Section 161.2 et seq., and is authorized to solicit charitable contributions under the conditions and limitations set forth under the Act.

This certificate is not to be used as identification, nor does it constitute an endorsement.

Kim Ryznar

SECRETARY OF THE COMMONWEALTH



D. NALT Board Resolution and Minutes

MEETING OF THE BOARD OF DIRECTORS

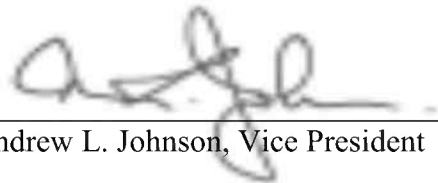
November 20, 2001

Excerpt from Minutes of Meeting:

A meeting of the Board of Directors of North American Land Trust was commenced by telephone conference call at 4:00 p.m. on Tuesday, November 20, 2001. Participating in the call were John Halsey (President), Tim Caufield, George Asimos, Jr. (Secretary/Treasurer), Blair McCaslin, and Andrew Johnson (Vice President).

The Board **approved** the acceptance of a conservation easement on a portion of the Big Canoe Company, LLC property known as "Main Gate Neighborhood" consisting of 28.59 acres containing natural habitat and scenic open space.

The above is a true and correct excerpt of the minutes of the Board Meeting of November 20, 2001

A handwritten signature in dark ink, appearing to read "A. L. Johnson", is written over a horizontal line.

Andrew L. Johnson, Vice President



E. Recorded Conservation Easement

PICKENS COUNTY FILED FOR RECORD ON

THE 27th DAY OF Dec 2001

9:45A.M. RECORDED THIS 2nd DAY OF

Jan 2 002 BOOK NO. 435 PAGE 182-802

Big Canoe/Main Gate

JOYCE CANTRELL CSC

CONSERVATION EASEMENT

AND

DECLARATION OF RESTRICTIONS AND COVENANTS

THIS CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIONS AND COVENANTS ("Conservation Easement") made December 21, 2001 by and between **BIG CANOE COMPANY, LLC** ("Owner"), a Georgia limited liability company, having an address of 10591 Big Canoe, 54 Wolfscratch Village Circle, Big Canoe, GA 30143, and **NORTH AMERICAN LAND TRUST** ("Trust"), a Pennsylvania non-profit corporation having an address of Post Office Box 1578, Chadds Ford, PA 19317,

WITNESSETH THAT:

WHEREAS, Owner is the owner of certain real property in Pickens County, Georgia currently known as "Main Gate Neighborhood" that consists of approximately 28.59 acres (hereinafter called the "Property") being a portion of the land most recently conveyed and described in deeds granted to Owner and recorded in the office for the recording of deeds in Pickens County at Book 282, page 724 and also being described in the Exhibit "A" and Exhibit "B" both of which are attached hereto and incorporated herein; and

WHEREAS, Trust is a non-profit corporation, having a tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter called the "Code"), which has been established as a public charity for the purpose of preserving and conserving natural habitats and environmentally sensitive areas and for other charitable, scientific and educational purposes and which is a "qualified organization" under Section 170(h)(3) of the Code; and

WHEREAS, preservation of the Property shall serve the following purposes, (the "Conservation Purposes"):

Preservation of the Property as a relatively natural habitat of fish, wildlife, or plants or similar ecosystem; and

Preservation of the Property as open space which provides scenic enjoyment to the general public and yields a significant public benefit; and

Preservation of the Property as open space which, if preserved, will advance a clearly delineated Federal, State or local governmental conservation policy and will yield a significant public benefit; and

WHEREAS, the ecological and scenic significance of the Property and the Conservation Purposes have been established in the reports, plans, accompanying photographs, documentation, and exhibits, including the plans prepared by Conservation Advisors, Inc. (collectively called the "Baseline Documentation") which describe the following significant ecological and scenic features, among others:

The Property is a relatively natural area in which contains significant habitat and abundant food sources for wild turkey, red and gray fox, flying squirrel, bobcat, red-tailed hawk and great horned owl as well as other species;

The Property consists of unique, environmentally sensitive watershed lands; and

The Property consists of valuable scenic and open-space vistas; and

WHEREAS, Owner and Trust desire to perpetually conserve the natural, scientific, educational, open space, scenic and historical resources of the Property to accomplish the Conservation Purposes; and

WHEREAS, Owner intends at some time in the future to convey title to the Property to the Big Canoe Property Owners Association, Inc., a Georgia corporation or similar organization that may be from time to time formed or created; and

WHEREAS, Owner intends to grant the easement and impose the restrictive covenants on the Property as set forth in this Conservation Easement to accomplish the Conservation Purposes; and

WHEREAS, Owner and Trust intend that this document be a "conservation agreement" as defined in Georgia Uniform Conservation Easement Act of 1992, as amended (the "Act").

NOW, THEREFORE, for and in consideration of the mutual covenants, terms, conditions, restrictions, and promises contained in this Conservation Easement, and intending to be legally bound hereby, Owner hereby voluntarily, unconditionally and absolutely grants and conveys unto Trust, its successors and assigns, the easements, covenants, prohibitions and restrictions set forth in this Conservation Easement, in perpetuity, to accomplish the Conservation Purposes. Trust hereby accepts the grant of such easements and agrees to hold such easements exclusively for the Conservation Purposes and to enforce the terms of the restrictive covenants set forth in this Conservation Easement.

ARTICLE 1. GRANT OF EASEMENTS

Owner hereby voluntarily, unconditionally and absolutely grants and conveys unto Trust, its successors and assigns, a perpetual easement in gross over the Property for the purpose of

preserving and protecting the Conservation Purposes and enforcing the restrictive covenants set forth below. In addition, Owner hereby grants and conveys unto Trust, its successors and assigns, the easement and right of Trust and its agents to enter upon and inspect the Property, with access over and across the Property if necessary, for compliance with this Conservation Easement at any time and from time to time, provided that Owner is first given notice of any such visit, at least seven (7) days in advance, except in cases of suspected or known violations of this Conservation Easement.

ARTICLE 2. OWNER'S DECLARATION OF COVENANTS AND RESTRICTIONS

Owner, for itself and its successors and assigns, covenants and declares that the Property shall be, and hereby is, bound by and made subject to the following covenants and restrictions in perpetuity, subject to and excepting only the Reserved Rights set forth in Article 3 of this Conservation Easement:

- 2.1. The Property shall not be used for a residence or for any commercial, institutional, industrial or agricultural purpose or purposes. Among the uses prohibited by the preceding sentence are, without limiting the meaning or interpretation of the preceding sentence: (1) construction or occupancy of any dwellings; (2) manufacture or assembly of any products, goods, equipment, chemicals, materials or substances of any kind or nature whatsoever; (3) sale of any products, goods, equipment, chemicals, materials, substances or services of any kind or nature whatsoever; (4) storage of any products, goods, equipment, chemicals, materials or substances of any kind or nature, except if stored for use upon the Property in connection with activities not prohibited by this Conservation Easement; and (5) offices for persons involved in the sale, manufacture or assembly of goods or services or for the performance of services.
- 2.2. There shall be no removal of ground or surface water from the Property. No ground or surface water from the Property shall be removed, collected, impounded, stored, transported, diverted or otherwise used for any purpose or use prohibited by this Conservation Easement.
- 2.3. There shall not be constructed, cut, created or placed on the Property any road, driveway, cartway, path or other means or right of passage across or upon the Property if the same is to be used, nor may any road, driveway, cartway, path or other means or right of passage located on the Property be used, for access to any use (whether or not upon the Property) which is prohibited by this Conservation Easement.
- 2.4. No Structure (hereinafter defined) of any kind shall be built, erected, installed, placed, affixed or assembled within or upon the Property or upon any trees or other natural features upon the Property. "Structure" shall mean any assembly of

material forming a construction for occupancy or use for any purpose and erected upon or attached to the ground including, for example but not to limit the foregoing definition, the following: building, platform, shed, bin, shelter, dam, dike, tower, tank, antenna, and bulkhead.

- 2.5. No cutting of live timber or removal or destruction of live trees shall be permitted upon or within the Property.
- 2.6. No signs, billboards or outdoor advertising structures shall be placed, erected or maintained within the Property.
- 2.7. There shall be no filling, excavating, dredging, surface mining, drilling, or any removal of topsoil, sand, gravel, rock, peat, minerals or other materials, upon or from the Property.
- 2.8. There shall be no dumping of ashes, trash, garbage, or any other unsightly or offensive materials at any place on, under or within the Property.
- 2.9. There shall be no material change in the topography of the Property in any manner.
- 2.10. There shall be no dredging, channelizing or other manipulation of natural watercourses or any watercourses existing within the Property as of the date of this Conservation Easement.
- 2.11. All activity on the Property shall be conducted in accordance with soil conservation practices as then established or recommended by the Natural Resources Conservation Service of the United States Department of Agriculture or any successor governmental office or organization performing the same function within the United States government, as approved by the Trust.
- 2.12. There shall be no livestock grazing in the Property.
- 2.13. There shall be no introduction of plant or animal species within the Property except those native to the area in which the Property is located.
- 2.14. The Property may not be used as open space for purposes of obtaining or qualifying for governmental approval of any subdivision or development on lands outside the boundaries of the Property nor, without limitation of the foregoing, may the Property be used in the calculation of the amount or density of housing units or other construction or development on lands outside the boundaries of the Property.
- 2.15. Owner shall notify Trust prior to taking any action that may adversely affect any of the Conservation Purposes.

- 2.16. The parties recognize that this Conservation Easement cannot address every circumstance that may arise in the future, and the parties agree that the purpose of this Conservation Easement is to preserve the Property predominantly in its present condition, and to protect or enhance the Property's environmental systems. Without limiting the preceding covenants and restrictions, any use or activity which is not reserved in Article 3 below and which is inconsistent with the Conservation Purposes or which materially threatens the Conservation Purposes is prohibited.
- 2.17. The prohibitions and restrictions in this Conservation Easement shall be considered cumulative. No prohibition or restriction contained herein shall be interpreted as a limitation on the meaning, effect, interpretation or enforceability of another prohibitive or restrictive provision.

ARTICLE 3. RESERVED RIGHTS

Owner reserves for Owner and Owner's successors and assigns who may now or hereafter be owner of all or part of the Property the rights set forth in this Article 3 (the "Reserved Rights"). Donor and Trust intend that these Reserved Rights and the activities and uses which are described below as the Reserved Rights are narrow exceptions to the prohibitions and restrictions set forth in Article 2 and, hence, may be conducted as described below notwithstanding the prohibitions and restrictions of Article 2 without adversely affecting the Conservation Purposes.

3.1. Structures may be erected upon the Property as follows:

- 3.1.1. The right of Owner to construct and maintain structures typically used for the entrance to a recreational nature trail, fences, gates, interpretive trails, walkways, trail markers, decorative landscape and historic structures, bridges for trail use, bollards, camp shelters (not exceeding an aggregate of 1000 square feet of ground coverage for all shelters) and non permanent, movable items used for outdoor nature education and related recreation such as barbecue grills and portable toilets, including the rights to do the following for the construction of trails or walkways for such purpose: prune dead or hazardous vegetation affecting any such trail or walkway; install or apply materials necessary to correct or impede erosion; grade earth to maintain a passable condition or to control or impede erosions; and install or replace culverts, water control structures and bridges. Such trails or walkways shall be subject to and the use thereof may be conditioned upon compliance with, rules and regulations established from time to time by Trust in order to preserve and protect the Conservation Values and the Conservation Purposes.
- 3.1.2. The right of Owner to construct and maintain Structures necessary for drainage and erosion control of the Property provided that such Structures

are designed for the purpose of preserving wetland areas and streams, if any, existing as of the date of this Conservation Easement.

- 3.1.3. If there are certain Structures existing on the Property on the date of this Conservation Easement which would not be permitted to be erected or installed on the Property under these Reserved Rights then notwithstanding the restrictions in this Conservation Easement, such existing Structures may, nevertheless, be repaired or restored to the condition and dimensions in which the Structure existed on date of this Conservation Easement.
- 3.2. Cutting of timber or removal or destruction of trees shall be permitted upon or within the Property under the following conditions:
 - 3.2.1. Clearing and restoring vegetative cover that has been damaged or disturbed by forces of nature or otherwise.
 - 3.2.2. Selectively thinning or harvesting trees, but only if done in accordance with the good forest management practices and according to a plan approved by the Trust in advance of any tree removal the purpose of which is to preserve existing forested areas or existing meadow areas.
 - 3.2.3. The right of Owner to thin and remove early successional species using good meadow or forest management practices.
 - 3.3. Owner may install a reasonable number of signs of the following types:
 - 3.3.1. regulatory and informational signs including, for example but not for limitation of the foregoing, "no trespassing" signs, "no gunning" signs, or "no hunting" signs;
 - 3.3.2. signs stating the common name of the Property, the names and addresses of the occupants or both;
 - 3.3.3. signs advertising an activity, or giving direction or relevant information to persons participating in an activity, permitted under the provisions of this Conservation Easement;
 - 3.3.4. signs identifying the interest of Owner or Trust in the Property; and
 - 3.3.5. signs educating the public as to the ecology, other permitted activities or the Conservation Values on the Property.
 - 3.4. Dredging, channelizing or other manipulation of previously-altered natural or manmade water courses within the Property may be conducted if necessary to

maintain wetlands, if any, existing on the Property or to restore wetlands previously existing on the Property, if any, provided all necessary government approvals are obtained.

- 3.5. The right to maintain in passable condition the roads, trails or walkways within the Property. Included within this right of maintenance, without limitation, are: the right to prune dead or hazardous vegetation affecting any such road, trail or walkway; the right to install or apply materials necessary to correct or impede erosion; grading of earth to maintain a passable condition or to control or impede erosion; replacement of existing culverts, water control structures and bridges; and maintenance of roadside ditches.
- 3.6. None of the Reserved Rights described in Section 3.4 or in paragraphs 3.1.1, 3.1.2 or 3.2.2 may be exercised without first satisfying the following conditions and requirements:
 - 3.6.1. Owner shall notify Trust in writing before exercising any Reserved Rights that are not being exercised at the date of this Conservation Easement.
 - 3.6.2. The Trust must be satisfied, as evidenced by its prior written approval of the Owner's proposed exercise of a Reserved Right, that any use or activity done in the exercise of the Reserved Right will have no material adverse effect on the Conservation Purposes or on the significant environmental features of the Property described in the Baseline Documentation.
- 3.7. Trust's prior written approval of the exercise of Reserved Rights shall be obtained, conditionally obtained or declined according to the procedure provided in this Section. At least forty five (45) days before Owner begins, or allows, any exercise of Reserved Rights on the Property Owner must notify Trust in writing of Owner's intentions to do so. Such notice must include plans depicting, in such detail as Trust requests, the construction or other use or activity, and location thereof, which Owner intends to undertake. Trust may request additional information or details not provided by Owner regarding Owner's proposed exercise of Reserved Rights as Trust reasonably believes necessary to determine compliance with this Article. Trust shall have thirty (30) days from receipt of the notice or, if later, any additional information regarding the proposed use or activity requested by Trust, in which to make one of the of the following determinations:
 - 3.7.1. Approve the Owner's proposed exercise of a Reserved Right in accordance with the materials submitted by the Owner. Approval on such terms shall constitute a covenant by Owner to exercise the Reserved Right solely in accordance with the notice and other information submitted to Trust; which covenant shall be enforceable by Trust as fully as if set forth in this Conservation Easement.

- 3.7.2. Approve the Owner's proposed exercise of a Reserved Right in accordance with the materials submitted by the Owner but subject, however, to such qualifications and conditions as Trust may impose in its notice of approval. Approval on such terms shall constitute a covenant by Owner to exercise the Reserved Right, if at all, only in accordance with the notice and other information submitted to Trust, as modified or supplemented by the qualifications and conditions that Trust imposed; which covenant shall be enforceable by Trust as fully as if set forth in this Conservation Easement.
- 3.7.3. Decline to grant approval of Owner's proposed exercise of a Reserved Right on the basis of the notice and other materials submitted.
- 3.8. Unless a longer period is expressly provided in writing by the Trust, any activity involving the exercise of any of the Reserved Rights approved by the Trust as aforesaid shall be completed within five years after the Trust's written determination of approval of the activity. If such approved activity has not been completed within such five-year period then Owner must reapply for approval by the Trust according to the procedure set forth in this Article. Owner may request Trust's approval of a period longer than five years and so long as such request is not, in the Trust's sole judgment, inconsistent with the Conservation Purposes, such approval shall not be unreasonably withheld.
- 3.9. Owner shall be free to make further requests for approval of the exercise of Reserved Rights; provided, however, that Trust may decline to accept repetitive submissions not materially modified from prior submissions not accepted by Trust.
- 3.10. Trust may condition consideration of a proposal for exercise of Reserved Rights upon the deposit of a sum of money based on a budget submitted by the Trust, with Trust to secure payment of Trust's reasonable costs of review. The time period for Trust's consideration of the Owner's request shall not run until such deposit is made.
- 3.11. Owner shall be responsible, as a condition of the right to exercise the Reserved Rights, for payment of the Trust's reasonable costs and expenses based on a budget submitted by the Trust, including legal and consultant fees, associated with review of the Owner's request for approval.
- 3.12. No assurance is given that any of the above Reserved Rights for which approval has been required may be exercised, in such manner as Owner might propose, without adversely affecting the Conservation Purposes or other significant ecological values of the Property. The foregoing procedure is established for the purpose of making that determination. The Reserved Rights for which approval is required as aforesaid may not be exercised unless and until Trust is satisfied that the exercise of

the Reserved Right for which approval is sought, and in the manner proposed by the Owner, can be done without an adverse effect on the Conservation Purposes or other significant ecological values of the Property, however, in reviewing any request to exercise a Reserved right, Trust shall act reasonably in making a determination with regard to compliance. Owner hereby waives, for Owner, and Owner's heirs, successors, legal representatives, and assigns, to the fullest extent allowed by law, any and all right to seek or recover damages from Trust in any litigation or other legal action arising from a dispute over Trust's exercise of its rights, obligations or interpretations under this Article 3 and agrees that the sole remedy or legal right to seek redress arising from any decision of the Trust pursuant to this Article 3 shall be to seek a declaratory judgment or other legal declaration by a court of competent jurisdiction as to the rights of Owner hereunder.

ARTICLE 4. TRUST'S COVENANTS

- 4.1. Trust shall use its best efforts to enforce both the rights granted to it and the restrictions imposed upon the Property under this Conservation Easement.
- 4.2. If at any time Trust or any successor or assignee is unable to enforce this Conservation Easement in full or fails to do so, or if Trust or any successor or assignee ceases to exist or ceases to be a "qualified organization" (as defined in the Code) and if, within a reasonable period of time after the occurrence of any of these events, Trust or any successor or assignee fails to assign all of its rights and responsibilities under this Conservation Easement to a "qualified organization" and "holder", then the rights and responsibilities under this Conservation Easement shall become vested in and fall upon another qualified organization in accordance with a cy pres proceeding in any court of competent jurisdiction.
- 4.3. Notwithstanding the foregoing or anything else in this Conservation Easement to the contrary, Trust and its successors and assigns shall have the right to assign, either wholly or partially, its right, title and interest hereunder provided that the assignee is a "qualified organization" under the Code and provided that the assignee shall hold the Conservation Easement exclusively for the Conservation Purposes. The term "Trust" as used in this Conservation Easement shall mean the above-named Trust and any of its successors and assigns during such period as any such entity is the holder of the rights granted to the Trust in this Conservation Easement.

ARTICLE 5. REMEDIES AND ENFORCEMENT

- 5.1. Trust shall have the right to enforce by proceedings at law or in equity each and every one of the covenants and restrictions set forth in this Conservation Easement. The foregoing shall not limit any of the rights or remedies available to Trust as specifically set forth in any law or in this Conservation Easement.

- 5.2. Without limitation of any other rights of Trust in this Conservation Easement, Trust's right of enforcement of this Conservation Easement shall include the right to seek specific performance by Owner of the restoration of the Property to its original condition as established in the Baseline Documentation or to its condition prior to any activity that violates this Conservation Easement or as otherwise may be necessary to remedy any violation of any easement, covenant, prohibition or restriction in this Conservation Easement, as Trust may elect.
- 5.3. If Owner fails to pay taxes or other governmental assessments which may become a lien on the Property, Trust may, but shall have no obligation to, pay such taxes or assessments or any part thereof upon ten (10) days after sending written notice to Owner, according to any bill, statement, or estimate procured from the appropriate public office. Payment made by Trust shall become a lien on the Property in favor of Trust upon payment by Trust and shall bear interest until Trust is paid by Owner at the rate of eighteen percent (18%) per annum or at the highest rate of interest per annum as is allowed by applicable law, whichever is greater.
- 5.4. This Conservation Easement may only be enforced by the parties hereto, and their respective successors and assigns, and no third party beneficiary rights, including but not limited to third party rights of enforcement, are created hereby.
- 5.5. In the event that Trust acts, after notice to Owner, to enforce this Conservation Easement or any obligation hereunder, all reasonable expenses incurred by Trust shall be charged to and paid by the Owner, including reasonable attorneys' fees regardless of whether an action or proceeding is commenced. All such expenses, together with costs of collection (including reasonable attorneys' fees) if the Owner is determined by a court to have violated this Conservation Easement), shall be recoverable by Trust and be liens upon the Property, and collection thereof may be enforced by foreclosure and sale of the Property, notwithstanding anything to the contrary, this Conservation Easement shall not merge with any interest in the Property upon such sale and title shall be transferred subject hereto in accordance with the laws of the State of Georgia.
- 5.6. Should the Owner or anyone acting by, through, under or on behalf of Owner, commence litigation against Trust to enforce any rights hereunder or to dispute any actions or inaction of the Trust, to enforce any alleged duty or obligation of Trust hereunder or to seek damages or specific performance against the Trust then, if Trust prevails in such litigation beyond right of appeal, Owner shall reimburse the Trust on demand for all costs and expenses, including attorneys fees, reasonably incurred by Trust in its defense in such litigation.
- 5.7. The failure of Trust to exercise any of its rights under this Conservation Easement on any occasion shall not be deemed a waiver of said rights and Trust retains the

right in perpetuity to require full compliance by Owner of the covenants and restrictions in this Conservation Easement.

- 5.8. Trust's remedies described in this Article shall be cumulative and concurrent and shall be in addition to all remedies now or hereafter available or existing at law or in equity.

ARTICLE 6. GENERAL PROVISIONS

- 6.1. This Conservation Easement gives rise to a real property right and interest immediately vested in Trust. For purposes of this Conservation Easement, the fair market value of Trust's right and interest shall be equal to the difference between (a) the fair market value of the Property as if not burdened by this Conservation Easement and (b) the fair market value of the Property burdened by this Conservation Easement.
- 6.2. The parties recognize the environmental, scenic, and natural values of the Property and have the common purpose of preserving these values. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the Conservation Purposes and the policies and purposes of Trust. If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with the Conservation Purposes that would render the provision valid should be favored over any interpretation that would render it invalid. If any provision of this Conservation Easement is determined by final judgment of a court having competent jurisdiction to be invalid, such determination shall not have the effect of rendering the remaining provisions of this Conservation Easement invalid. The parties intend that this Conservation Easement, which is by nature and character primarily prohibitive (in that the Owner has restricted and limited the rights inherent in ownership of the Property), shall be construed at all times and by all parties to effectuate the Conservation Purposes.
- 6.3. Owner covenants and agrees to indemnify, defend, reimburse, and hold harmless Trust, its directors, officers and employees from, for and against any loss, cost (including but not limited to reasonable attorneys' fees and witness and court fees and costs from any lawsuit or governmental administrative or law enforcement action which is commenced or threatened against Trust or any of its directors, officers or employees or to which any of the foregoing are made a party or called as a witness), liability, penalty, fine, and damage, of any kind or nature whatsoever, which Trust or any of its directors, officers or employees may suffer or incur and which arises from any of the following: the violation or alleged violation of any law in, upon or involving the Property; any breach of covenants and restrictions in this Conservation Easement; any tax or assessment upon the Property; any death or injury to any person occurring on or about the Property; any lien or attempts to enforce a lien asserted against the Property; the costs of performing any work on

the Property; any loss or damage to any property on or about the Property; any dispute regarding the interpretation or enforcement of this Conservation Easement; or any lawsuit (even if initiated by Owner or Trust) or governmental administrative or law enforcement action which is commenced or threatened against Trust or any of its directors, officers or employees or to which any of the foregoing are made a party or called as a witness. Notwithstanding the foregoing, Owner shall have no obligation to indemnify, defend or reimburse Trust or hold Trust harmless Trust against loss, cost, liability, claim, penalty, fine or damage which results solely from Trust's own acts which are finally determined by a court to have been the result of bad faith, gross negligence or willful misconduct of the Trust. Further, an Owner under this Conservation Easement shall have no liability or obligation hereunder for indemnification, defense, reimbursement or holding Trust harmless from loss, cost, liability, claim, penalty, fine or damage arising entirely and solely from events which occurred after such person is no longer the legal or equitable owner of the Property or any part thereof and is no longer in possession of the Property or any part thereof (it being understood that one or more subsequent Owners shall have such indemnification, defense, reimbursement, and holding harmless obligation). Without limitation of anything herein to the contrary, Owner shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operations, upkeep, and maintenance of the Property, including the general liability insurance coverage and obligation to comply with applicable law.

- 6.4. Owner shall continue to pay all taxes, levies and assessments and other governmental or municipal charges that may become a lien on the Property, including any taxes or levies imposed to make those payments.
- 6.5. It is the intention of the parties that no change in conditions, including for example but not for limitation of the foregoing changes in the use of properties adjoining or in the vicinity of the Property or Property, will at any time or in any event result in the extinguishment of any of the covenants, restrictions or easements contained in this Conservation Easement. If, however, notwithstanding the foregoing intention, a change in conditions gives rise to the extinguishment of this Conservation Easement or a material term or provision hereof by judicial proceeding Trust, on any subsequent sale, exchange or involuntary conversion of the Property, shall be entitled to a portion of the proceeds of sale equal to the greater of: (a) the Fair Market Value of this Conservation Easement (hereinafter defined) on or about the date of this Conservation Easement; (b) Trust's Proportionate Share (hereinafter defined) of the proceeds of sale, exchange or involuntary conversion of the Property; and (c) the full proceeds of this Conservation Easement sale, exchange or involuntary conversion, without regard to contrary terms of this Conservation Easement, if state law provides that Trust is entitled to the full proceeds. "Fair Market Value of this Conservation Easement" shall mean the difference between (i) the fair market value of the Property as if not burdened by this Conservation Easement and (ii) the fair market value of the Property burdened by this

Conservation Easement. "Trust's Proportionate Share" shall mean the fraction derived from (x) the Fair Market Value of this Conservation Easement on or about the date hereof, as a numerator, and (y) the fair market value of the Property if not burdened by this Conservation Easement, on or about the date hereof, as a denominator. "Proceeds of sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of, the Property minus the actual bona fide expenses of such transaction and an amount attributable to the improvements constructed upon the Property pursuant to the Reserved Rights hereunder, if any. All such proceeds received by Trust shall be used in a manner consistent with the purposes of this grant.

- 6.6. Whenever all or part of the Property is taken by exercise of eminent domain by public, corporate or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Owner and Trust shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All expenses incurred by the Owner and Trust, including reasonable attorneys' fees, in any such action shall be paid out of the recovered proceeds. Trust shall be entitled to Trust's Proportionate Share of the recovered proceeds and shall use such proceeds in a manner consistent with the purposes of this grant. The respective rights of the Owner and Trust set forth in Section 6.5 and this Section 6.6 shall be in addition to and not in limitation of, any rights they may have in common law with respect to a modification or termination of this Conservation Easement by reason of changed conditions or the exercise of powers of eminent domain as aforesaid.
- 6.7. Owner and Trust recognize that circumstances could arise which would justify the modification of certain of the restrictions contained in this Conservation Easement. To this end, Trust and the legal owner or owners of the Property at the time of amendment shall mutually have the right, in their sole discretion, to agree to amendments to this Conservation Easement which are not inconsistent with the Conservation Purposes; provided, however, that Trust shall have no right or power to agree to any amendments hereto that would result in this Conservation Easement failing to qualify as a valid conservation agreement under the "Act" or as a qualified conservation contribution under Section 170(h) of the Internal Revenue Code and applicable regulations.
- 6.8. This Conservation Easement and all of the covenants, indemnifications, releases, easements and restrictions set forth in this Conservation Easement shall run with the land and be binding upon Owner and Owner's successors and assigns, unless otherwise expressly provided in this Conservation Easement. The term "Owner" used in this Conservation Easement shall mean and include the above-named Owner and any of Owner's successors or assigns that are the legal owners of the Property or any part thereof. The term "Trust" used in this Conservation Easement shall

mean and include the above-named Trust and of its successors and assigns, it being understood and agreed that any assignee of the rights of Trust hereunder must be a "qualified organization" as defined in Section 170 (h) of the Code, as amended, and shall carry out the obligations of Trust and the intent of this Conservation Easement.

- 6.9. Owner shall be and remain liable for any breach or violation of this Conservation Easement only if such breach or violation occurs during such time as Owner is the legal or equitable owner of the Property or any part thereof or is in possession of the Property or any part thereof.
- 6.10. All mortgages, deeds of trust and other liens or encumbrances upon all or any part of the Property which either come into existence or are recorded in the place for the recording of such liens or encumbrances after the date of this Conservation Easement will be subject to and subordinate to this Conservation Easement.
- 6.11. Nothing in this Conservation Easement shall limit the right of Owner, its successors or assigns to grant or convey the Property, provided that any such grant or conveyance shall be under and subject to this Conservation Easement. Owner shall notify Trust in writing of any sale, transfer, lease or other disposition of the Property or any part thereof, whether by operation of law or otherwise, at least 30 days after such disposition, such notice shall include a copy of the deed, lease, or other declaration of transfer, the date of transfer, and the name or names and addresses for notices of the transferee.
- 6.12. Nothing in this Conservation Easement shall be construed as giving rise to any right or ability of Trust to exercise physical or managerial control over day-to-day operations of the Property, or any of the Owner'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.
- 6.13. Notwithstanding provisions hereof to the contrary, if any, Owner shall be solely responsible for complying with all federal, state and local laws and regulations in connection with the conduct of any use of the Property or the erection of any Structure permitted hereunder, and Owner shall be solely responsible for obtaining any required permits, approvals and consents from the relevant governmental authorities in connection therewith.
- 6.14. All notices required of Owner under the terms of this Conservation Easement, and all requests for the consent or approval of Trust, shall be in writing shall be deemed to have been given when either served personally or sent by certified mail, with return receipt requested and postage prepaid, addressed to Trust at the address set

forth on the first page of this Conservation Easement or such other address provided by notice from Trust or Owner to the other for the purpose.

- 6.15. Trust makes no warranty, representation or other assurance regarding the availability, amount or effect of any deduction, credit or other benefit to Owner or any other person or entity under United States or any state, local or other tax law to be derived from the donation of this Conservation Easement or other transaction associated with the donation of this Conservation Easement. This donation is not conditioned upon the availability or amount of any such deduction, credit or other benefit. Trust makes no warranty, representation or other assurance regarding the value of this Conservation Easement or of the Property. As to all of the foregoing, Owner is relying upon Owner's own legal counsel, accountant, financial advisor, appraiser or other consultant and not upon Trust or any legal counsel, accountant, financial advisor, appraiser or other consultant of Trust. In the event of any audit or other inquiry of a governmental authority into the effect of this donation upon the taxation or financial affairs affecting Owner or Owner's successors or assigns or other similar matter then Trust shall be reimbursed and indemnified for any cost or expense of any kind or nature whatsoever incurred by Trust in responding or replying thereto.
- 6.16. By signing this Conservation Easement, Owner acknowledges, warrants and represents to Trust that:
 - 6.16.1. Owner has received and fully reviewed the Baseline Documentation in its entirety.
 - 6.16.2. The Baseline Documentation includes, among other things: plan of the Property, photographs, topographical map, soils map, environmental conditions map, zoological report, and vegetation study.
 - 6.16.3. The Baseline Documentation is an accurate representation of the condition of the Property.
 - 6.16.4. Owner has been represented by counsel of Owner's selection, and fully understands that Owner is hereby permanently relinquishing property rights which would otherwise permit the Owner to have a fuller use and enjoyment of the Property.
 - 6.16.5. The undersigned individual or individuals signing as or on behalf of the Owner has all legal authority to enter into this Conservation Easement and perform all of the obligations of the Owner hereunder, as the binding act of the Owner.

6.16.6. Owner is seized of the Property in fee simple title. Owner has the right to grant and convey this Conservation Easement. The Property is free and clear of any and all liens except liens for taxes not yet due and payable and mortgage or deed of trust liens that are subordinate to this Conservation Easement by virtue of the executed form of Joinder and Consent of Mortgagee attached hereto and incorporated herein.

6.16.7. The Property is or will be also under and subject to certain covenants and restrictions now of record and binding upon the Property held and enforceable by the Big Canoe Property Owners Association, Inc., a Georgia corporation.

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

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner(s) and Trust have executed this Conservation Easement as of the day and year first above written:

**BIG CANOE COMPANY, LLC
BY MEMBER:
The Byrne Corporation of Georgia**

Witness:
Barbara Buchanan
Bobbi Meany

By: William J. Byrne
Name: WILLIAM J. BYRNE
Title: PRESIDENT

Attest: Nancy J. Zak
Name: NANCY J. ZAK
Title: EXECUTIVE VICE PRESIDENT

NORTH AMERICAN LAND TRUST
a non-profit corporation

Witness:

[Signature]
Leticia R. Willis

By:

[Signature]

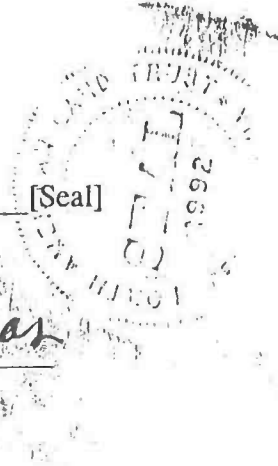
[Seal]

Andrew L. Johnson
Vice President

Attest:

[Signature]

George Asimos, Secretary



STATE OF :
:
COUNTY OF :

On this, the 21st day of DEC., 2001, before me, a Notary Public in and for the STATE of GEORGIA of _____, the undersigned officer, personally appeared WILLIAM J. BYRNE, who acknowledged himself to be the PRESIDENT of THE BYRNE CORPORATION OF GEORGIA, a corporation, and that he as such PRESIDENT, being authorized to do so, executed the foregoing Conservation Easement for the purposes therein contained by signing the name of the corporation by himself as PRESIDENT.

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

(Seal)

Christy P. Eubank
Notary Public

My commission expires: 12/31/03



STATE OF South Carolina :

COUNTY OF Beaufort :

On this, the 19th day of December, 2001, before me, a Notary Public in and for the State of South Carolina, the undersigned officer, personally appeared ANDREW L. JOHNSON, who acknowledged himself to be the VICE PRESIDENT of NORTH AMERICAN LAND TRUST, a non-profit corporation, and that he as such VICE PRESIDENT, being authorized to do so, executed the foregoing Conservation Easement for the purposes therein contained by signing the name of the corporation by himself VICE PRESIDENT.

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

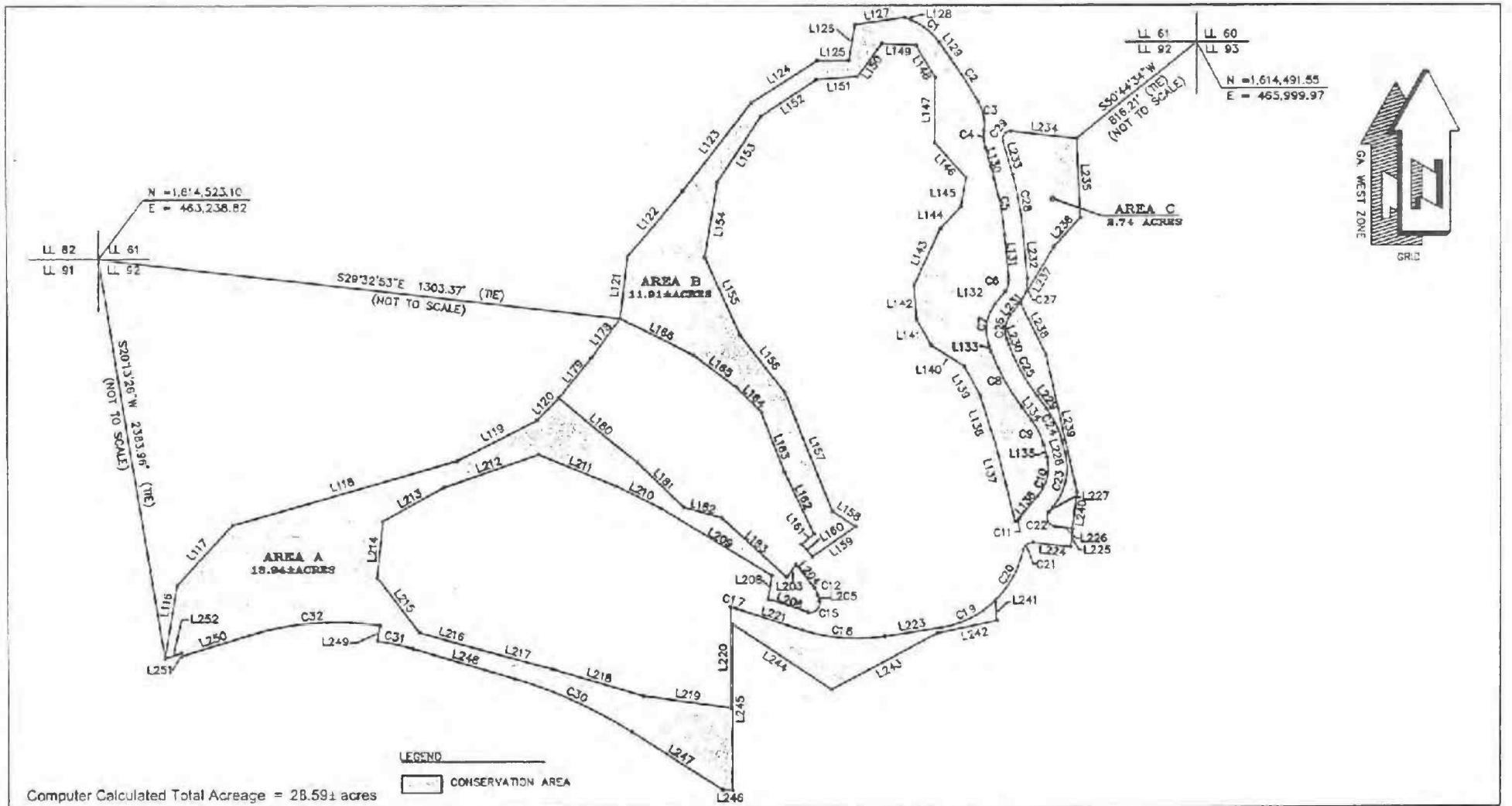
(Seal)



Notary Public

My commission expires:

TAMMY JO BUCHANAN
Notary Public, South Carolina
My Commission Expires Apr. 12, 2006



Big Canoe Company, LLC
 591 Big Canoe
 Big Canoe, GA 30143

Prepared By:

 Cranston, Robertson & Whitaker, P.C.
 462 Ellis Street, Augusta, Ga. 30903
 Tel: (706) 722-1689
 Email: www.crwpo@crsipa.com

Green Stripe, Ltd.
 Conservation - Limited Development
 Charleston, South Carolina
 Larry Kofler
 843 722-0078 email: lkolfer@greenstripe.com

Exhibit "A"

Main Gate I

DATE: SEPT. 10, 2001
 REV. 10-23-01

LINE TABLE AREA A		
LINE	BEARING	DISTANCE
L116	N09°29'56"E	240.01'
L117	N41°49'30"E	263.72'
L118	N73°44'37"E	752.26'
L119	N62°44'34"E	290.65'
L120	N45°30'50"E	100.03'
L180	S50°40'52"E	328.14'
L181	S45°36'17"E	211.12'
L182	S73°49'51"E	128.25'
L183	S47°07'25"E	286.22'
L203	N37°24'24"E	50.37'
L204	S38°48'48"E	95.89'
L205	S12°52'23"E	19.07'
L206	N71°57'02"W	136.50'
L208	N08°32'12"E	78.46'
L209	N58°24'07"W	420.61'
L210	N63°09'12"W	161.39'
L211	N67°25'46"W	273.39'
L212	S70°34'45"W	324.83'
L213	S60°38'49"W	226.47'
L214	S05°09'55"W	185.94'
L215	S37°08'19"E	221.82'
L216	S74°12'55"E	204.47'
L217	S74°49'40"E	238.05'
L218	S73°20'27"E	310.55'
L219	S81°58'15"E	284.47'
L220	N00°14'14"E	327.71'
L221	S71°57'02"E	225.97'
L223	N81°19'20"E	186.79'
L241	S04°23'15"E	66.80'
L242	S78°08'30"W	198.51'
L243	S62°11'00"W	389.44'
L244	N56°26'28"W	385.99'
L245	S00°20'41"W	540.17'
L246	N89°40'30"W	30.93'
L247	N57°10'53"W	350.57'
L248	N73°20'53"W	344.40'
L249	N08°59'32"E	50.00'
L250	S72°30'08"W	221.60'
L251	N17°29'34"W	10.00'
L252	S72°30'08"W	55.85'


LINE TABLE AREA B		
LINE	BEARING	DISTANCE
L121	N07°01'15"E	204.62'
L122	N39°59'11"E	280.91'
L123	N37°56'50"E	361.86'
L124	N57°22'43"E	256.35'
L125	N89°31'05"E	103.77'
L126	N10°06'01"E	117.51'
L127	N81°50'59"E	163.01'
L128	S67°46'44"E	23.19'
L129	S35°08'39"E	66.00'
L130	S15°30'36"E	107.07'
L131	S04°44'01"E	148.13'
L132	S38°05'34"W	50.00'
L133	S20°18'07"E	18.17'
L134	S37°21'29"E	50.00'
L135	S14°15'23"E	39.84'
L136	S39°23'23"W	97.09'
L137	N13°48'51"W	261.02'
L138	N17°42'08"W	164.86'
L139	N28°08'18"W	107.01'
L140	N57°29'42"W	129.01'
L141	N29°07'45"W	94.92'
L142	N03°40'28"W	112.86'
L143	N24°53'44"E	205.64'
L144	N43°15'59"E	96.01'
L145	N10°53'13"E	95.39'
L146	N41°12'36"W	153.33'
L147	N00°31'22"E	212.97'
L148	N31°08'08"W	122.19'
L149	N87°04'00"W	110.47'
L150	S36°08'12"W	133.61'
L151	S85°41'41"W	134.93'
L152	S56°46'40"W	218.00'
L153	S33°35'30"W	254.36'
L154	S09°34'05"W	249.09'
L155	S23°44'19"E	279.28'
L156	S38°13'11"E	236.30'
L157	S21°38'59"E	415.15'
L158	S55°36'55"E	91.97'
L159	S55°12'14"W	172.84'
L160	N40°04'01"W	55.17'
L161	N51°19'11"E	51.92'
L162	N25°11'26"W	226.56'
L163	N20°59'50"W	208.76'
L164	N45°29'12"W	111.87'
L165	N53°01'19"W	173.72'
L166	N63°24'50"W	266.42'

LINE TABLE AREA C		
LINE	BEARING	DISTANCE
L235	S02°29'12"E	257.41'
L236	S41°57'29"W	128.78'
L237	S30°39'49"W	214.80'
L238	S25°49'00"E	187.98'
L239	S12°37'20"E	455.36'
L240	S06°36'45"W	122.35'
L226	N83°23'15"W	58.46'
L227	N39°23'23"E	19.82'
L228	N14°15'23"W	39.84'
L229	N37°21'29"W	50.00'
L230	N20°18'07"W	18.17'
L231	N38°05'34"E	50.00'
L232	N04°44'01"W	148.13'
L233	N15°30'36"W	113.26'
L234	S83°33'22"E	213.91'

LINE TABLE TIES		
LINE	BEARING	DISTANCE
L225	S06°36'45"W	60.00'
L224	N83°23'15"W	122.32'
L178	S36°19'59"W	157.95'
L179	S39°25'03"W	166.79'

CURVE TABLE					
CURVE	RADIUS	LENGTH	BEARING	CHORD	DELTA
C1	207.96	118.45	S51°27'42"E	116.86	32°38'05"
C2	1587.07	166.48	S32°08'21"E	166.40	06°00'36"
C3	150.00	95.74	S10°50'59"E	94.12	36°34'07"
C4	142.05	56.89	S04°02'18"E	56.51	22°56'41"
C5	983.75	185.03	S10°07'19"E	184.76	10°46'35"
C6	54.55	40.77	S16°40'47"W	39.83	42°49'35"
C7	143.02	145.76	S08°53'44"W	139.54	58°23'41"
C8	696.88	207.45	S28°49'48"E	206.69	17°03'22"
C9	227.66	91.79	S25°48'26"E	91.17	23°06'06"
C10	145.00	135.76	S12°34'00"W	130.86	53°36'46"
C11	30.00	16.66	S55°18'05"W	16.45	31°49'24"
C12	65.86	29.82	S25°50'36"E	29.56	25°56'25"
C15	30.00	63.31	S47°35'18"W	52.20	120°55'22"
C17	194.67	19.82	S74°52'02"E	19.81	05°50'01"
C18	583.87	272.36	S85°18'51"E	269.90	26°43'38"
C19	320.04	199.50	N63°27'49"E	196.29	35°43'01"
C20	320.04	189.88	N28°36'30"E	187.11	33°59'37"
C21	30.00	44.51	N54°06'43"E	40.54	85°00'04"
C22	30.00	64.29	N21°59'56"W	52.67	22°46'38"
C23	205.00	191.94	N12°34'00"E	185.01	53°38'46"
C24	287.66	115.99	N25°48'26"W	115.20	23°06'06"
C25	636.88	189.59	N28°49'48"W	188.89	17°03'22"
C26	83.02	84.61	N08°53'44"E	81.00	58°23'41"
C27	114.55	85.62	N16°40'47"E	83.64	42°49'35"
C28	1043.75	196.31	N10°07'19"W	196.02	10°46'35"
C29	25.00	48.85	N40°28'01"E	41.44	111°57'14"
C30	1482.15	418.21	N65°15'53"W	416.82	16°10'01"
C31	868.46	116.12	N77°10'42"W	116.03	07°39'38"
C32	918.46	424.63	S85°44'48"W	420.86	26°29'22"

Big Canoe Company, LLC
591 Big Canoe
Big Canoe, GA 30143

Prepared By:
 Cranston, Robertson & Whitahurst, P.C.
462 Ellis Street, Augusta, Ga. 30903
Tel: (706) 722-1588
Email: www.crwpc@crwpc.com

Green Stripe, Ltd.
Conservation - Limited Development
Charleston, South Carolina
Larry Koller
(843) 722-9076 e-mail:lkoller@bellsouth.net

Exhibit "B"

Main Gate I

DATE: SEPT. 10, 2001
REV. 10-23-01



F. Existing Conditions Report

BIOLOGICAL BASELINE SURVEY

Main Gate Neighborhood Conservation Easement
Pickens County, GA



PREPARED FOR:

Big Canoe Company, LLC
54 Wolfscratch Village Circle
Big Canoe, GA 30143

&

North American Land Trust
PO Box 1578
Chadds Ford, PA 19317

PREPARED BY:

Christopher R. Wilson, M.S.

Consulting Biologist

425 Roxanna St., Boone, NC 28607

828.264.0928 critterfro@boone.net <http://users.boone.net/critterfro/>



MARCH 2002

BIOLOGICAL BASELINE SURVEY

Project: Main Gate Neighborhood Conservation Easement

County/State: Pickens County, GA

Owner: Big Canoe Company, LLC
54 Wolfscratch Village Circle
Big Canoe, GA 30143

Land Trust: North American Land Trust
PO Box 1578
Chadds Ford, PA 19317

Acreage: ~28.59

PROPERTY SUMMARY

A biological inventory of this property reveals:

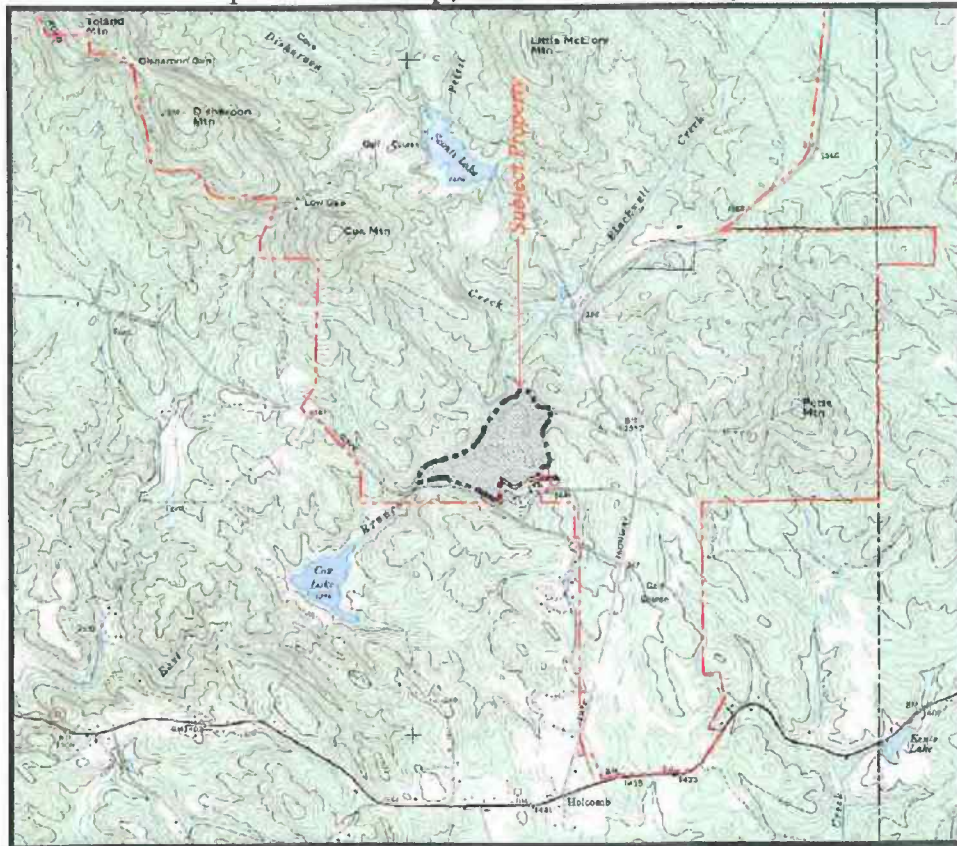
- 4 natural communities
- 3 wetlands
- perennial, intermittent, and ephemeral streams
- 34 plant species
- 26 animal species
- 2 rare animal species
- 5 potential rare animal species

INTRODUCTION

This survey is intended to serve as an assessment of conservation value and a biological baseline of the Main Gate Conservation easement. Vegetation associations, or natural communities, are identified according to established descriptions. Vascular plant and vertebrate animal species, observed on site, are identified and listed. Conservation value is established by the diversity of natural communities, plant and animal species, and rare species observed on site. Because habitat loss is the primary cause for the global decline of biodiversity, conserving rare species' habitat provides the foundation for recovery. Therefore, the conservation value is also established by the diversity of rare species' habitat present. Digital photographs (or "photo-points") document the character of the property and provide a photographic record of "existing conditions" for use during future monitoring of the easement.

The Main Gate tract lies approximately 1.5 miles north of Holcomb, GA and 9 miles east of Jasper, GA in eastern Pickens county (Map 1). The property is bordered to the northeast by Wilderness Parkway, to the northwest by Cox Lake Branch, to the southwest by Cove road, and to the southeast by Cornith Baptist Church. Elevations within the tract range from approximately 1350ft to 1534ft. The tract contains three tributaries to Cox Lake Branch which drain the property to the north and northeast (Map 2).

Map 1. Location Map / USGS 1:24k Nelson Quad



METHODS

Field surveys were conducted on March 2 & 3, 2002. The survey took place during a time of year that offers low detectability of most species and presents difficulties during plant identification. However, the lack of foliage provided excellent conditions for rare species habitat surveys and photographic baseline documentation.

Natural Community and Botanical Inventory- Natural Communities were inventoried and mapped during surveys. Specimens of unknown plant species were collected, pressed, and identified later if sufficient numbers were found on-site. Specimens were identified and described using the latest regional vegetation keys. The Georgia Natural Heritage Program (GANIIP) does not publish a description of Natural Communities for the state. Therefore, communities were described according to the *International Classification of Ecological Communities: Terrestrial Vegetation of the Southeastern United States: Southern Blue Ridge Review Subset* published by The Nature Conservancy (June, 1999).

Zoological Inventory- The Main Gate tract was also surveyed for terrestrial animal species and their habitat. Birds were surveyed by sight, song, and call during early morning hours. Searches for tracks, scat, and sign were used to determine presence of mammals. Herpetiles were searched by turning cover objects and raking through leaf-litter and debris. Based on the availability of habitats within the property, the GANHP records for north Georgia were reviewed to determine the potential for rare animal species occurrence on site.

Photo-point Documentation- Twenty-three photographs were taken to document the character of the property, biological elements, and existing conditions (Appendix 1). When applicable, the geographic positions and direction of the photographs were recorded with a Global Positioning System (GPS) and magnetic compass (Table 5). Positions of "photo-points" are mapped on 1:24k USGS topographic map (Map 3).

NATURAL COMMUNITY & BOTANICAL INVENTORY

Natural Communities are largely dictated by topography and soils. Tallapoosa is the only soil series on site. This series consists of shallow, well drained, moderately permeable soils that formed in residuum weathered from mica schist. This series is found on narrow ridges and side-slopes of the Piedmont Plateau and is generally acidic, with a pH between 4.5 and 5. This soil type is usually forested by pine and mixed oak-hickories.

Forests cover 100% of the easement. The natural composition and structure of the forest has been altered from its "original" (pre-colonization) age and structural form due to past logging, clearing, and or farming activities. In general, the property contains mid-successional stands of pines and mixed oak-hickory.

Four natural communities occur on-site (Table 1). Montane Oak-Hickory Forests and White Pine/White Pine-Oak Forests dominate the upland slopes and ridges, with White Pine becoming more abundant on the more mesic slopes and north facing ravines. Within the Montane Oak-Hickory Forests, Red Maple and Tulip Poplar dominate in the lower / moister areas, whereas Chestnut Oak dominates the dryer slopes and ridge-tops. Pitch Pine Woodlands dominate on the driest ridge-tops. A narrow band of Hemlock Forest, containing a Rhododendron understory, is distributed within the deep ravine along Cox Lake Branch (Map 2).

Three small wetlands (not classified with the TNC system) occur within the easement; one near the intersection of Red Holly Way and Wilderness Parkway, one along the creek between Red Holly Way and White Rhododendron Trail; and a third adjacent to the Cornith Baptist Church property (Map 2).

Due to the season during the survey, only 34 species of plants were identified (Table 2). However, the site certainly contains far more species, with the highest diversity likely occurring in the north facing areas along Cox Lake Branch.

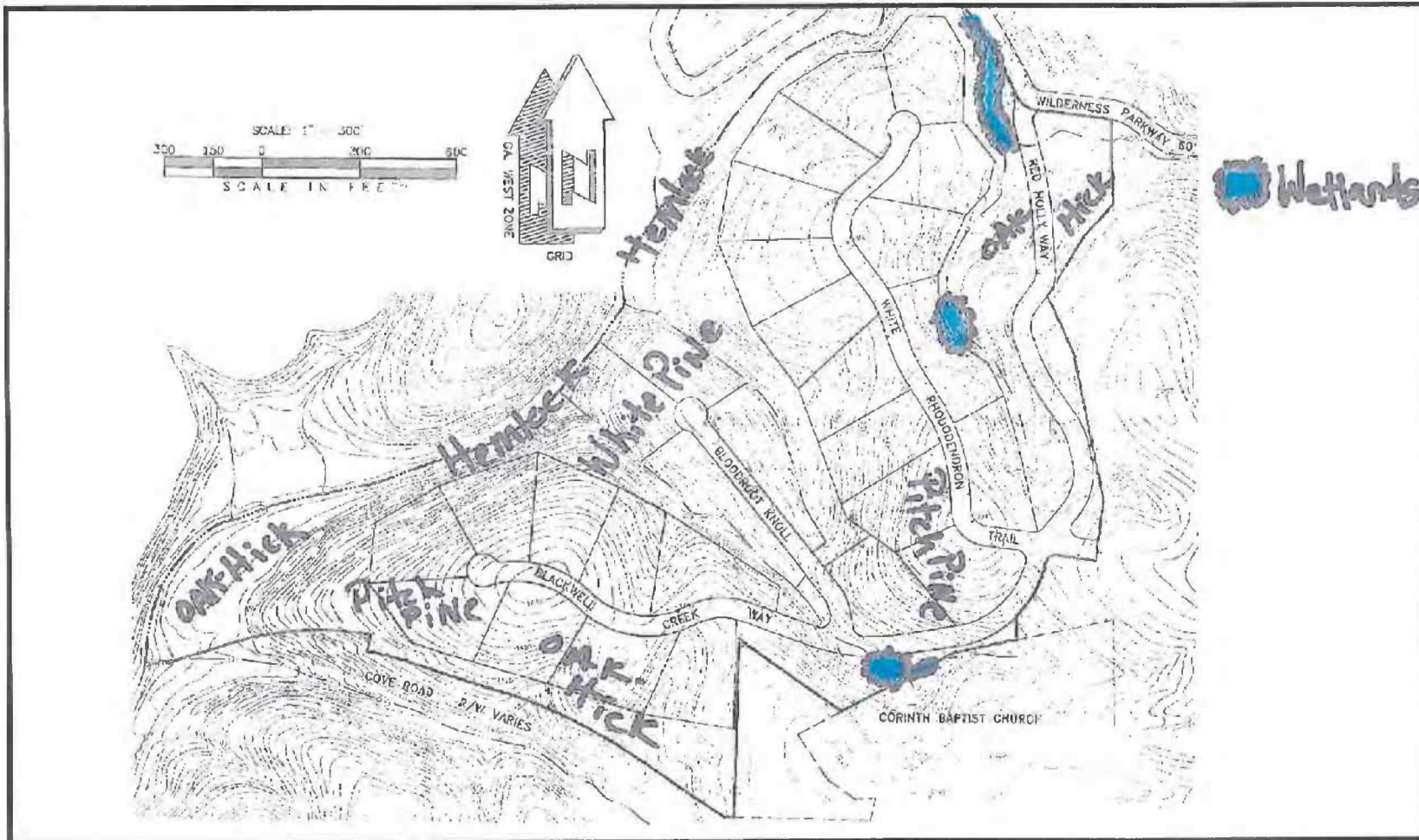
TABLE 1
NATURAL COMMUNITIES
Main Gate Conservation Easement

Cover Type	Natural Communities	Sub-type	Dominate Species	TNC Reference #
<i>Xeric Ridge Forests</i>	<i>Pitch Pine Woodlands</i>	APPALACHIAN LOW ELEVATION MIXED PINE FOREST	<i>Pinus virginiana</i> - <i>Pinus (rigida, echinata)</i> - (<i>Quercus prinus</i>) / <i>Vaccinium pallidum</i> Forest	7119
	<i>White Pine/White Pine-Oak Forests</i>	APPALACHIAN WHITE PINE - XERIC OAK FOREST	<i>Pinus strobus</i> - <i>Quercus (coccinea, prinus)</i> / (<i>Gaylussacia ursina</i> - <i>Vaccinium stamineum</i>) Forest	7519
<i>Low Elevation Topographically Protected Forests</i>	<i>Hemlock Forests</i>	SOUTHERN APPALACHIAN EASTERN HEMLOCK FOREST (WHITE PINE TYPE)	<i>Pinus strobus</i> - <i>Tsuga canadensis</i> / <i>Rhododendron maximum</i> - <i>Leucothoe fontanesiana</i> Forest	7102
	<i>Montane Oak-Hickory Forests</i>	APPALACHIAN MONTANE OAK HICKORY FOREST (CHESTNUT OAK TYPE)	<i>Quercus prinus</i> - (<i>Quercus rubra</i>) - <i>Carya spp.</i> / <i>Oxydendrum arboreum</i> - <i>Cornus florida</i> Forest	7267

TABLE 2
IDENTIFIED PLANT SPECIES
 Main Gate Conservation Easement

FORM	STANDARD NAME	COMMON NAME
Tree	<i>Acer rubrum var rubrum</i>	Red Maple
Tree	<i>Carya cordiformis</i>	Bitternut Hickory
Tree	<i>Carya glabra</i>	Pignut Hickory
Tree	<i>Carya ovata</i>	Shagbark Hickory
Tree	<i>Carya tomentosa</i>	Mockernut Hickory
Tree	<i>Castanea dentata</i>	American Chestnut
Tree	<i>Cornus florida</i>	Dogwood
Tree	<i>Fagus grandifolia</i>	American Beech
Tree	<i>Fraxinus americana</i>	White Ash
Tree	<i>Ilex opaca</i>	American Holly
Tree	<i>Juniperus virginiana</i>	Eastern Red Cedar
Tree	<i>Liquidambar styraciflua</i>	Sweetgum
Tree	<i>Liriodendron tulipifera</i>	Tulip Poplar
Tree	<i>Nyssa sylvatica</i>	Black Gum
Tree	<i>Oxydendron arboreum</i>	Sourwood
Tree	<i>Pinus echinata</i>	Shortleaf Pine
Tree	<i>Pinus rigida</i>	Pitch Pine
Tree	<i>Pinus strobus</i>	White Pine
Tree	<i>Pinus taeda</i>	Loblolly Pine
Tree	<i>Pinus virginiana</i>	Virginia Pine
Tree	<i>Platanus occidentalis</i>	Sycamore
Tree	<i>Quercus alba</i>	White Oak
Tree	<i>Quercus coccinea</i>	Scarlet Oak
Tree	<i>Quercus falcata</i>	Southern Red (Spanish) Oak
Tree	<i>Quercus montana</i>	Chestnut Oak
Tree	<i>Quercus rubra var. ambigua</i>	Northern Red Oak
Tree	<i>Quercus velutina</i>	Black Oak
Tree	<i>Sassafras albidum</i>	Sassafras
Tree	<i>Tsuga canadensis</i>	Canada Hemlock
Shrub	<i>Alnus serrulata</i>	Tag Alder
Shrub	<i>Kalmia latifolia</i>	Mountain Laurel
Shrub	<i>Rhododendron maximum</i>	Rosebay rhododendron
Shrub	<i>Vaccinium corymbosum</i>	Highbush Blueberry
Vine	<i>Smilax rotundifolia</i>	Common Greenbrier
Vine	<i>Toxicodendron radicans</i>	Poison Ivy

MAP 2
NATURAL COMMUNITIES
Main Gate Conservation Easement



ZOOLOGICAL INVENTORY

The wildlife of Main Gate is characterized predominately by species adapted to early - mid successional forests. Game species such as white-tail deer, wild turkey, bobcat, coyote, and gray squirrel are particularly abundant. The steep ravine along Cox Lake Branch provides more mesic / cove-like conditions. This, coupled with the more upland mixed hardwood and pine forests, provides habitat for a suite of declining neo-tropical migrant songbird species. Several large diameter standing dead trees (snags) were observed and provide habitat for rare bats, owls, and other cavity nesting birds (Photo# 5 / Appendix 1). Downed woody debris, creeks, and wetlands on-site provide habitat for a suite of amphibians and small mammals. The xeric conditions throughout most of the site are conducive to a high reptile diversity.

SUMMARY

- 2 Endangered, Threatened, Rare, or Watch List species were detected on site and are discussed below.
- Potential habitat was observed for 5 Endangered, Threatened, Rare, or Watch List species and are listed in Table 3.
- 26 wildlife species were detected on site and are listed in Table 4.

Species Diversity

Amphibian:	2
Reptile:	0
Bird:	18
Mammal:	6
TOTAL:	26 spp.

OBSERVED RARE ANIMALS

Note: see GANHP website for detailed explanations of status codes.

Common Name (*Standard Name*) State Rank / US Rank / State Status / Global Status

Appalachian Yellow-bellied Sapsucker (*Sphyrapicus varius appalachiensis*) - /FSC/-/G5T.
Individuals observed foraging on site. Uses site for winter foraging only; breeding habitat not observed. Probably does not breed in Georgia.

Golden-crowned Kinglet (*Regulus satrapa*) -/-/-/G5
Individuals observed foraging on site. Uses site for winter foraging only; breeding habitat not observed. Probably does not breed in Georgia.

Table 3
POTENTIAL RARE ANIMAL SPECIES
 Based on the occurrence of suitable habitat
 Main Gate Conservation Easement
 Pickens County, GA

Form	Common Name	Standard Name	USES A	SPROT	GRANK	SRANK	Habitat
Amphibian	Blue Ridge Two-lined Salamander	<i>Eurycea wilderae</i>			G5	S3S4	under cover objects near, or in, streams and seeps
Amphibian	Southern Appalachian Salamander	<i>Plethodon oconaluftee</i>			G3Q	S1	moist forests, roosts in hollow trees (warmer months), in caves and mines (winter)
Mammal	Eastern Small-footed Myotis	<i>Myotis leibii</i>			G3	S2?	dense cover of montane woods and thickets
Mammal	Appalachian Cottontail	<i>Sylvilagus obscurus</i> <i>Pituophis melanoleucus</i>	R		G4	S1S2	dry and sandy woods, mainly in pine/oak sandhills
Reptile	Northern Pine Snake	<i>melanoleucus</i>			G4T4	S2	

Table 4
OBSERVED ANIMAL SPECIES
 Main Gate Conservation Easement

Form	Common Name	Standard Name
Amphibian	Southern mountain dusky salamander	<i>Desmognathus ocoee</i>
Amphibian	Black-bellied salamander	<i>Desmognathus quadramaculatus</i>
Bird	Tufted Titmouse	<i>Baeolophus bicolor</i>
Bird	Cedar Waxwing	<i>Bombycilla cedrorum</i>
Bird	Red-tailed Hawk	<i>Buteo jamaicensis</i>
Bird	Northern Cardinal	<i>Cardinalis cardinalis</i>
Bird	Turkey Vulture	<i>Cathartes aura</i>
Bird	American Crow	<i>Corvus brachyrhynchos</i>
Bird	Blue Jay	<i>Cyanocitta cristata</i>
Bird	Pine Warbler	<i>Dendroica pinus</i>
Bird	Wild Turkey	<i>Meleagris gallopavo</i>
Bird	Downy Woodpecker	<i>Picoides pubescens</i>
Bird	Eastern Towhee	<i>Pipilo erythrophthalmus</i>
Bird	Carolina Chickadee	<i>Poecile carolinensis</i>
Bird	Golden-crowned Kinglet	<i>Regulus satrapa</i>
Bird	Eastern Phoebe	<i>Sayornis phoebe</i>
Bird	White-breasted Nuthatch	<i>Sitta carolinensis</i>
Bird	Yellow-bell. Sapsucker	<i>Sphyrapicus varius</i>
Bird	Carolina Wren	<i>Thryothorus ludovicianus</i>
Bird	American Robin	<i>Turdus migratorius</i>
Mammal	Coyote	<i>Canis latrans</i>
Mammal	Virginia opossum	<i>Didelphis virginiana</i>
Mammal	Bobcat	<i>Lynx rufus</i>
Mammal	White-tailed Deer	<i>Odocoileus virginianus</i>
Mammal	Raccoon	<i>Procyon lotor</i>
Mammal	Eastern Grey Squirrel	<i>Sciurus carolinensis</i>



G. Photographic Documentation

PHOTOGRAPHIC DOCUMENTATION

MAP 3
PHOTO-POINT MAP
Main Gate Conservation Easement

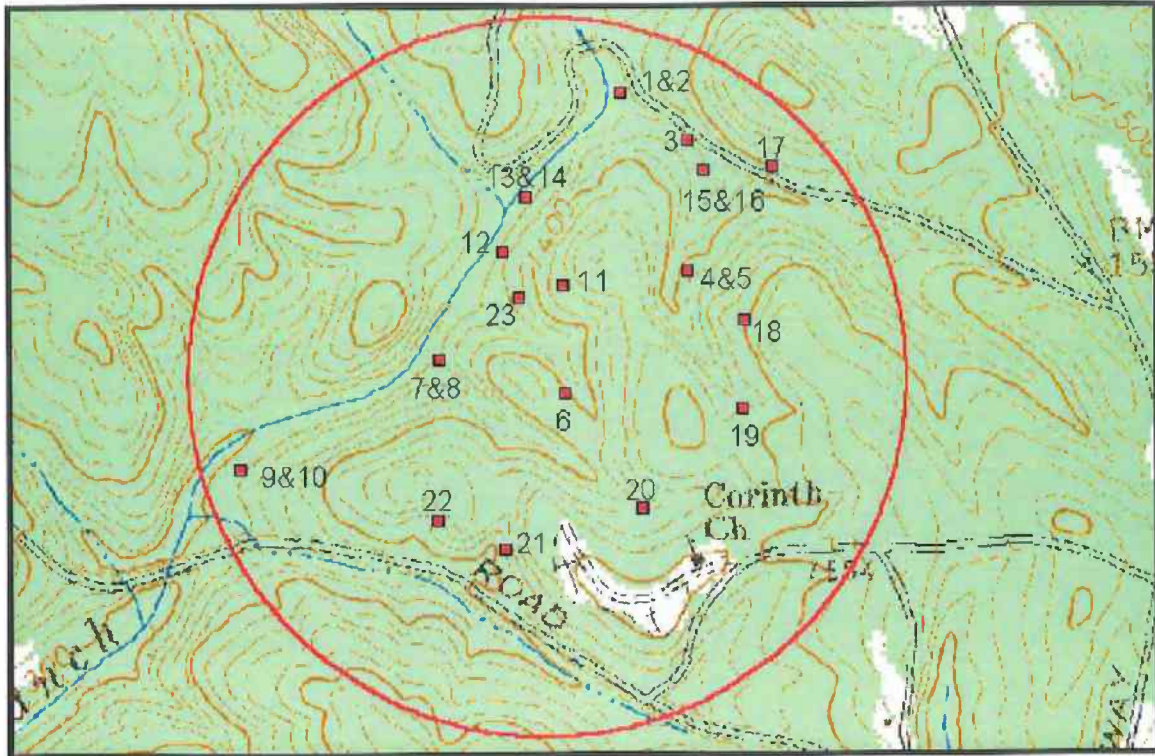


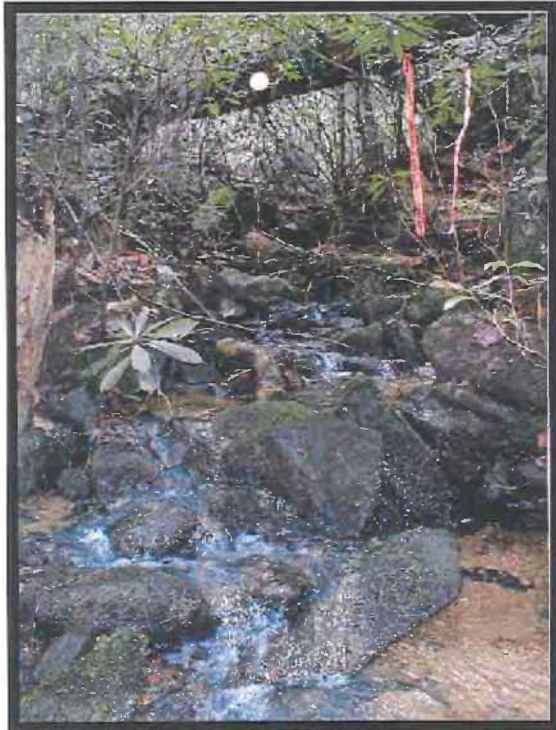
Table 5
PHOTO-POINT TABLE
Main Gate Conservation Easement

Photo-point	LAT	LONG	Azimuth°
1	34.43795979	-84.28380498	72
2	34.43795979	-84.28380498	-
3	34.43729460	-84.28272136	-
4	34.43551362	-84.28275892	340
5	34.43551362	-84.28275892	-
6	34.43391502	-84.28484031	50
7	34.43439245	-84.28688952	120
8	34.43439245	-84.28688952	290
9	34.43300307	-84.29019936	15
10	34.43300307	-84.29019936	-
11	34.43536878	-84.28481349	80
12	34.43584621	-84.28578981	200
13	34.43658650	-84.28537139	220
14	34.43658650	-84.28537139	-
15	34.43686545	-84.28245851	245
16	34.43686545	-84.28245851	330
17	34.43689227	-84.28133735	220
18	34.43481624	-84.28186842	40
19	34.43363607	-84.28192743	325
20	34.43231642	-84.28364404	285
21	34.43182826	-84.28589710	290
22	34.43223596	-84.28698071	250
23	34.43519711	-84.28553768	340

PHOTOGRAPHIC BASELINE DOCUMENTATION

Land Owner: BIG CANOE COMPANY, LLC Prepared by:
Project: MAIN GATE
Date: MARCH 2 & 3, 2002

Christopher R. Wilson, M.S.
Consulting Biologist
425 Roxanna St., Boone, NC 28607
828.264.0928 critterfro@boone.net <http://users.boone.net/critterfro/>



Photo#:1

Description:

1st order step-pool stream, excellent
salamander habitat



Photo#:2

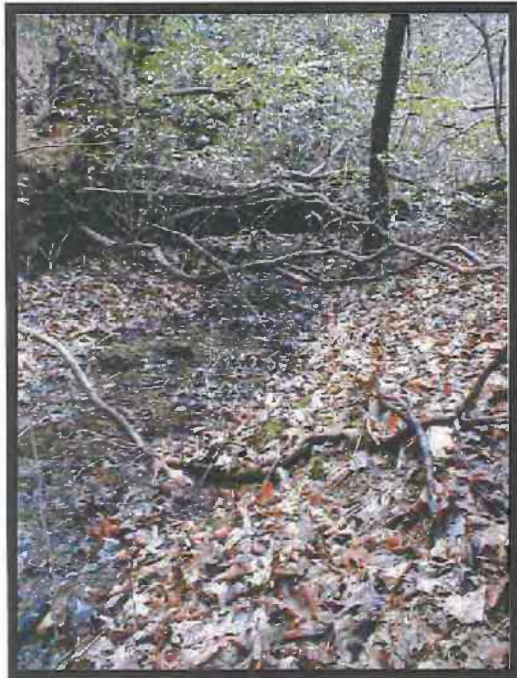
Description:

Southern mountain dusky salamander
(*Desmognathus ocoee*) found in the creek
presented in Photo#1

PHOTOGRAPHIC BASELINE DOCUMENTATION

Land Owner: BIG CANOE COMPANY, LLC Prepared by:
Project: MAIN GATE
Date: MARCH 2 & 3, 2002

Christopher R. Wilson, M.S.
Consulting Biologist
425 Roxanna St., Boone, NC 28507
328.264.0928 critterfro@boone.net <http://users.boone.net/critterfro/>



Photo#: 3
Description: Seep / wetland. Potential for rare plant and salamander species. Wetlands increase habitat, and thus species, diversity throughout the easement.



Photo#: 4
Description: Montane Oak-Hickory Forests



Photo#: 5
Description: Cavity in standing dead tree. Habitat for rare bats and cavity nesting birds. Such "snags" are located throughout easement.

PHOTOGRAPHIC BASELINE DOCUMENTATION

Land Owner: BIG CANOE COMPANY, LLC Prepared by:
Project: MAIN GATE
Date: MARCH 2 & 3, 2002

Christopher R. Wilson, M.S.

Consulting Biologist

425 Roxanna St., Boone, NC 28607

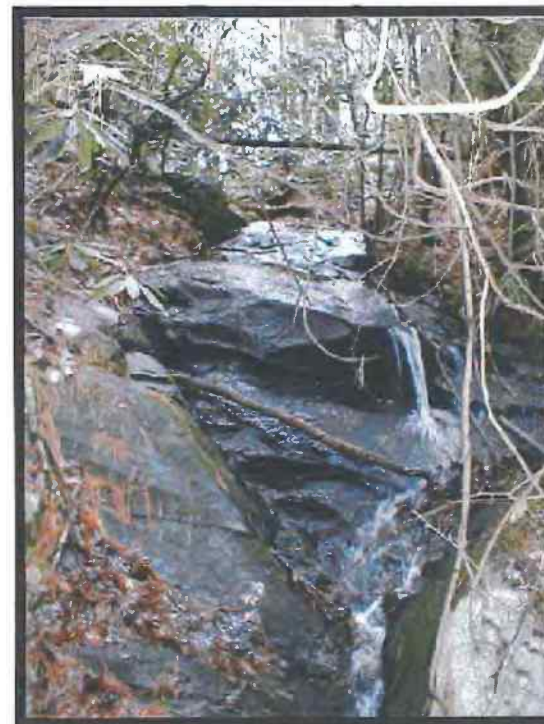
828.264.0928 critterfro@boone.net <http://users.boone.net/~critterfro/>



Photo#: 6

Description:

Wetland in foreground. Note delineation flags. ~35 year old White Pine stand in background.



Photo#: 7

Description:

High gradient creek w/ bedrock substrate (Rosgen A1+). Small waterfall within Rhododendron understory.

PHOTOGRAPHIC BASELINE DOCUMENTATION

Land Owner: BIG CANOE COMPANY, LLC Prepared by:
Project: MAIN GATE
Date: MARCH 2 & 3, 2002

Christopher R. Wilson, M.S.
Consulting Biologist
425 Roxanna St., Boone, NC 28607
828.264.0938 critterfro@boone.net <http://users.boone.net/critterfro/>



Photo#:8

Description: Eastern Hemlock Forest with Rhododendron understory and mixed White Pines. Habitat for the rare Appalachian Cottontail.



Photo#:9

Description: Flood-plane with Oak-hickory forest. ~17 year old White Pine understory.

PHOTOGRAPHIC BASELINE DOCUMENTATION

Land Owner: BIG CANOE COMPANY, LLC Prepared by:
Project: MAIN GATE
Date: MARCH 2 & 3, 2002

Christopher R. Wilson, M.S.
Consulting Biologist
425 Roxanna St., Boone, NC 28507
828.264.0928 critterfro@boone.net <http://users.boone.net/critterfro/>



Photo#:10

Description:

Deer Rubs on saplings. Evidence of White-tail Deer abundant on-site.



Photo#:11

Description:

Oak-Hickory forest with higher dominance of mixed pines on ridge-tops and direct southern exposures.

PHOTOGRAPHIC BASELINE DOCUMENTATION

Land Owner: BIG CANOE COMPANY, LLC Prepared by:
Project: MAIN GATE
Date: MARCH 2 & 3, 2002

Christopher R. Wilson, M.S.
Consulting Biologist
425 Roxanna St., Boone, NC 28607
328.264.0928 critterfro@boone.net <http://users.boone.net/critterfro/>



Photo#: 12

Description:

White Pine/White Pine-Oak Forests



Photo#: 13

Description:

Cox Lake Branch. Hemlock Forest with White Pine and Mountain Laurel. Habitat for neo-tropical migrant birds.

PHOTOGRAPHIC BASELINE DOCUMENTATION

Land Owner: BIG CANOE COMPANY, LLC Prepared by:
Project: MAIN GATE
Date: MARCH 2 & 3, 2002

Christopher R. Wilson, M.S.
Consulting Biologist
425 Roxanna St., Boone, NC 28607
828.264.0928 crtterfro@boone.net <http://users.boone.net/crtterfro/>



Photo#:14

Description: Yellow-bellied Sapsucker holes in horizontal rows; evidence of winter foraging. Individual birds observed. Cox Lake Branch in background.



Photo#:15

Description: Oak-Hickory forest dominated by Tulip Poplar, with White Pine understory, creek in background (not visible)

PHOTOGRAPHIC BASELINE DOCUMENTATION

Land Owner: BIG CANOE COMPANY, LLC Prepared by:
Project: MAIN GATE
Date: MARCH 2 & 3, 2002

Christopher R. Wilson, M.S.
Consulting Biologist
425 Roxanna St., Boone, NC 28607
828.264.0928 crtwilson@boone.net <http://users.boone.net/~crtwilson/>



Photo#:16

Description:

Oak-Hickory forest. Mixed pine, American Holly, American Beech in understory.



Photo#:17

Description:

Oak-Hickory forest. Mountain Laurel and American Holly in understory.

PHOTOGRAPHIC BASELINE DOCUMENTATION

Land Owner: BIG CANOE COMPANY, LLC Prepared by:
Project: MAIN GATE
Date: MARCH 2 & 3, 2002

Christopher R. Wilson, M.S.
Consulting Biologist
425 Roxanna St., Boone, NC 28607
528.264.0928 crw@boone.net <http://users.boone.net/critterfro/>



Photo#: 18

Description:

Oak-Hickory forest dominated by Chestnut Oak. Pitch and Virginia pines in background.



Photo#:19

Description:

Oak-Hickory forest dominated by Chestnut oak, Black Oak, Scarlet Oak, Southern Red Oak. Understory dominated by Red Maple, Sourwood, Blackgum, and Highbush Blueberry

PHOTOGRAPHIC BASELINE DOCUMENTATION

Land Owner: BIG CANOE COMPANY, LLC Prepared by:
Project: MAIN GATE
Date: MARCH 2 & 3, 2002

Christopher R. Wilson, M.S.
Consulting Biologist
425 Rexanna St., Boone, NC 28607
828.264.0928 critterfro@boone.net <http://users.boone.net/critterfro/>



Photo#:20

Description:

Flood-plane with wetland. Oak-hickory forest dominated by Tulip Poplar and Red Maple canopy. Habitat for rare Southern Appalachian Salamander.



Photo#:21

Description:

Oak-Hickory forest. Canopy dominated by Chestnut Oak. Sub-canopy and understory with Sourwood, American Beech, Red Oak, Scarlet Oak, High bush Blueberry

PHOTOGRAPHIC BASELINE DOCUMENTATION

Land Owner: BIG CANOE COMPANY, LLC Prepared by:
Project: MAIN GATE
Date: MARCH 2 & 3, 2002

Christopher R. Wilson, M.S.
Consulting Biologist
425 Roxanna St., Boone, NC 28607
828.264.0928 critterfro@boone.net <http://users.boone.net/critterfro/>



Photo#:22

Description:

Oak-Hickory forest. Canopy dominated by Chestnut Oak.
Sub-canopy and understory with Sourwood, White Pine,
American Beech, Red Oak, Scarlet Oak, Highbush Blueberry



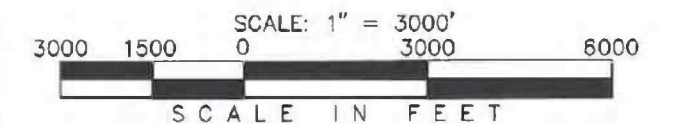
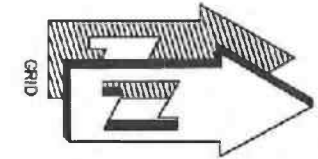
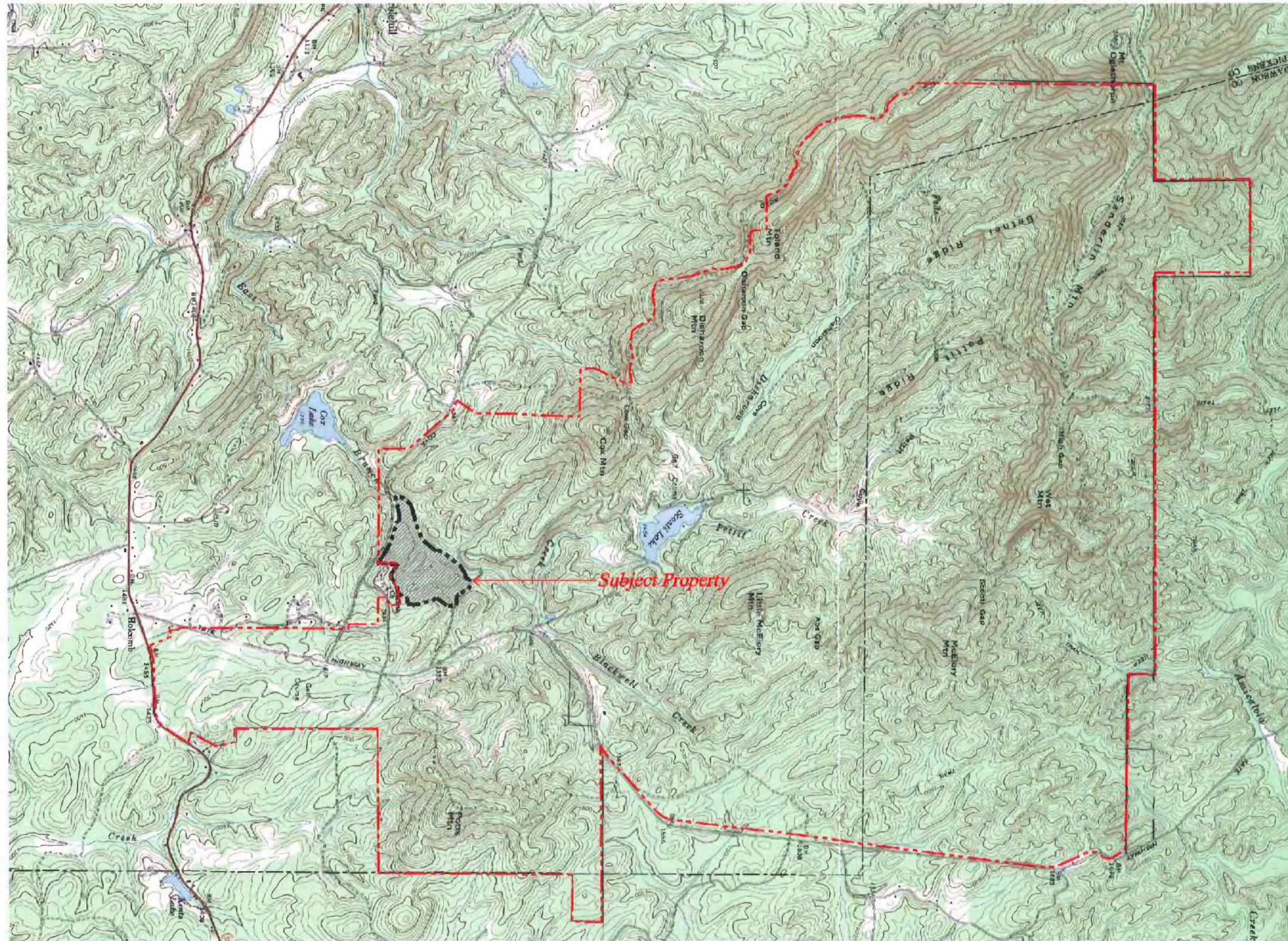
Photo#:23

Description:


35 year old White Pine stand. Mountain Laurel understory.



H. Supportive Mapping



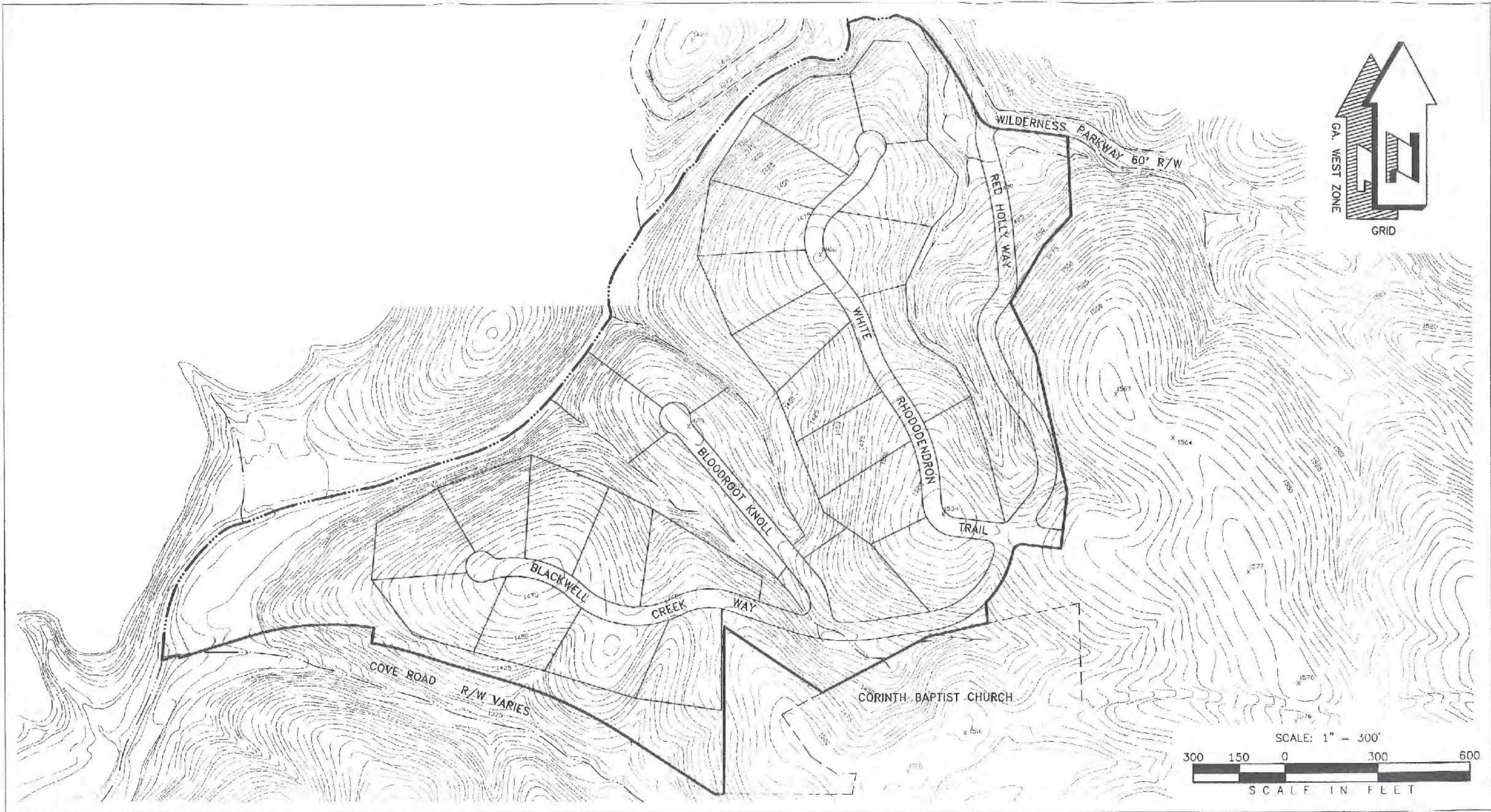
Big Canoe Company, LLC
 591 Big Canoe
 Big Canoe, GA 30143

Prepared By:

 Cranston, Robertson & Whitehurst, P.C.
 452 Ellis Street, Augusta, GA 30901
 Tel: (706) 722-1588
 Email: www.crwpc.com


Location Map

Main Gate I

DATE: SEPT. 10, 2001
 REV. 10-23-01



Big Canoe Company, LLC
 591 Big Canoe
 Big Canoe, GA 30143

Prepared By:

 Cranston, Robertson & Whitehurst, P.C.
 452 Ellis Street, Augusta, GA 30901
 Tel: (706) 722-1588
 Email: www.crwpc@crwpc.com

Base Map

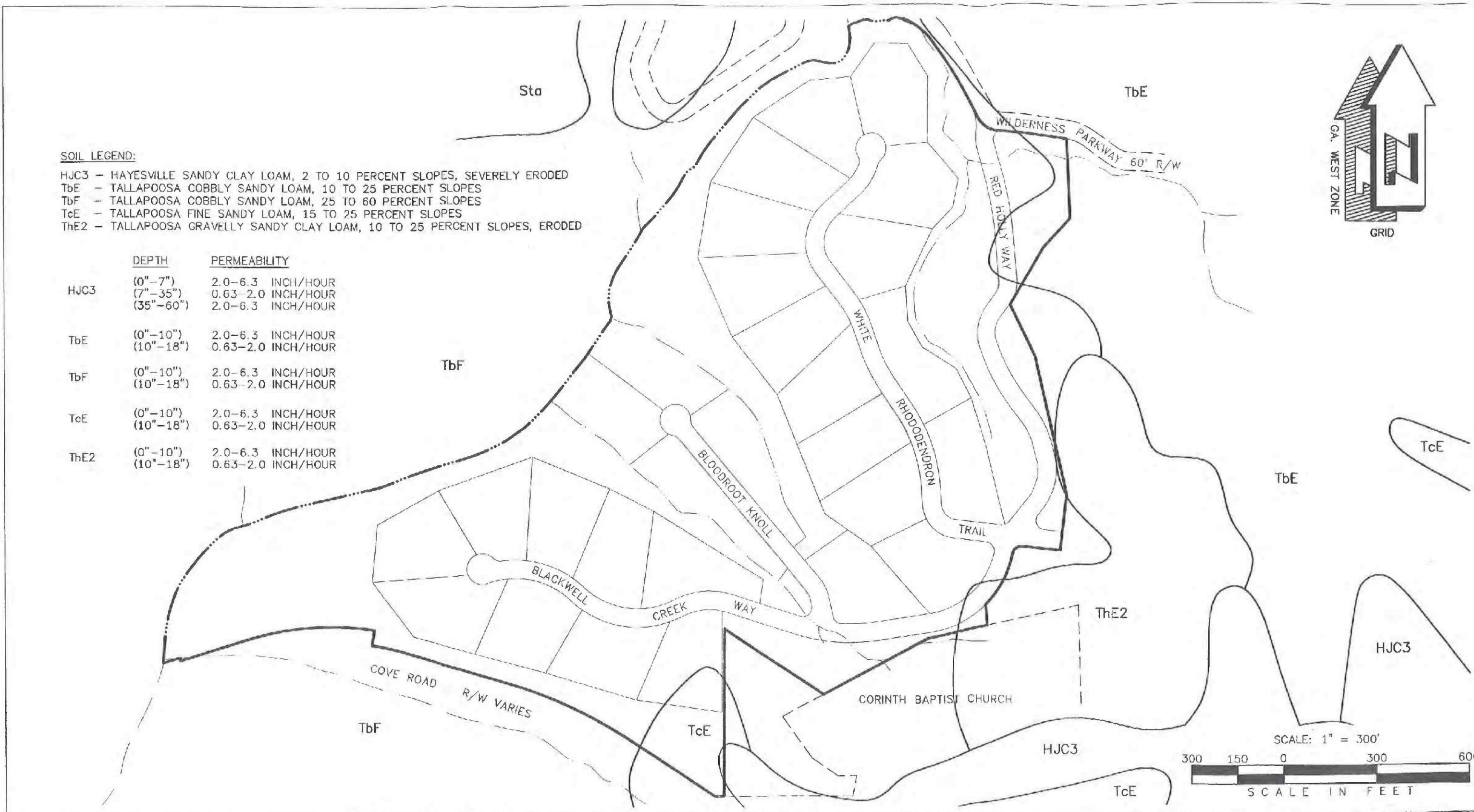
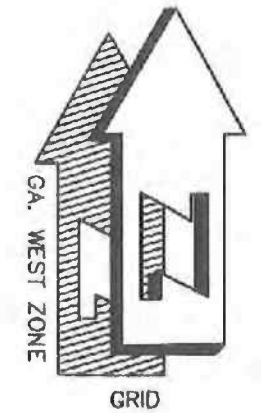
Main Gate I

DATE: SEPT. 10, 2001
 REV. 10-23-01


SOIL LEGEND:

- HJC3 - HAYESVILLE SANDY CLAY LOAM, 2 TO 10 PERCENT SLOPES, SEVERELY ERODED
- TbE - TALLAPOOSA COBBLY SANDY LOAM, 10 TO 25 PERCENT SLOPES
- TbF - TALLAPOOSA COBBLY SANDY LOAM, 25 TO 60 PERCENT SLOPES
- TcE - TALLAPOOSA FINE SANDY LOAM, 15 TO 25 PERCENT SLOPES
- ThE2 - TALLAPOOSA GRAVELLY SANDY CLAY LOAM, 10 TO 25 PERCENT SLOPES, ERODED

	DEPTH	PERMEABILITY
HJC3	(0"-7")	2.0-6.3 INCH/HOUR
	(7"-35")	0.63-2.0 INCH/HOUR
	(35"-60")	2.0-6.3 INCH/HOUR
TbE	(0"-10")	2.0-6.3 INCH/HOUR
	(10"-18")	0.63-2.0 INCH/HOUR
TbF	(0"-10")	2.0-6.3 INCH/HOUR
	(10"-18")	0.63-2.0 INCH/HOUR
TcE	(0"-10")	2.0-6.3 INCH/HOUR
	(10"-18")	0.63-2.0 INCH/HOUR
ThE2	(0"-10")	2.0-6.3 INCH/HOUR
	(10"-18")	0.63-2.0 INCH/HOUR



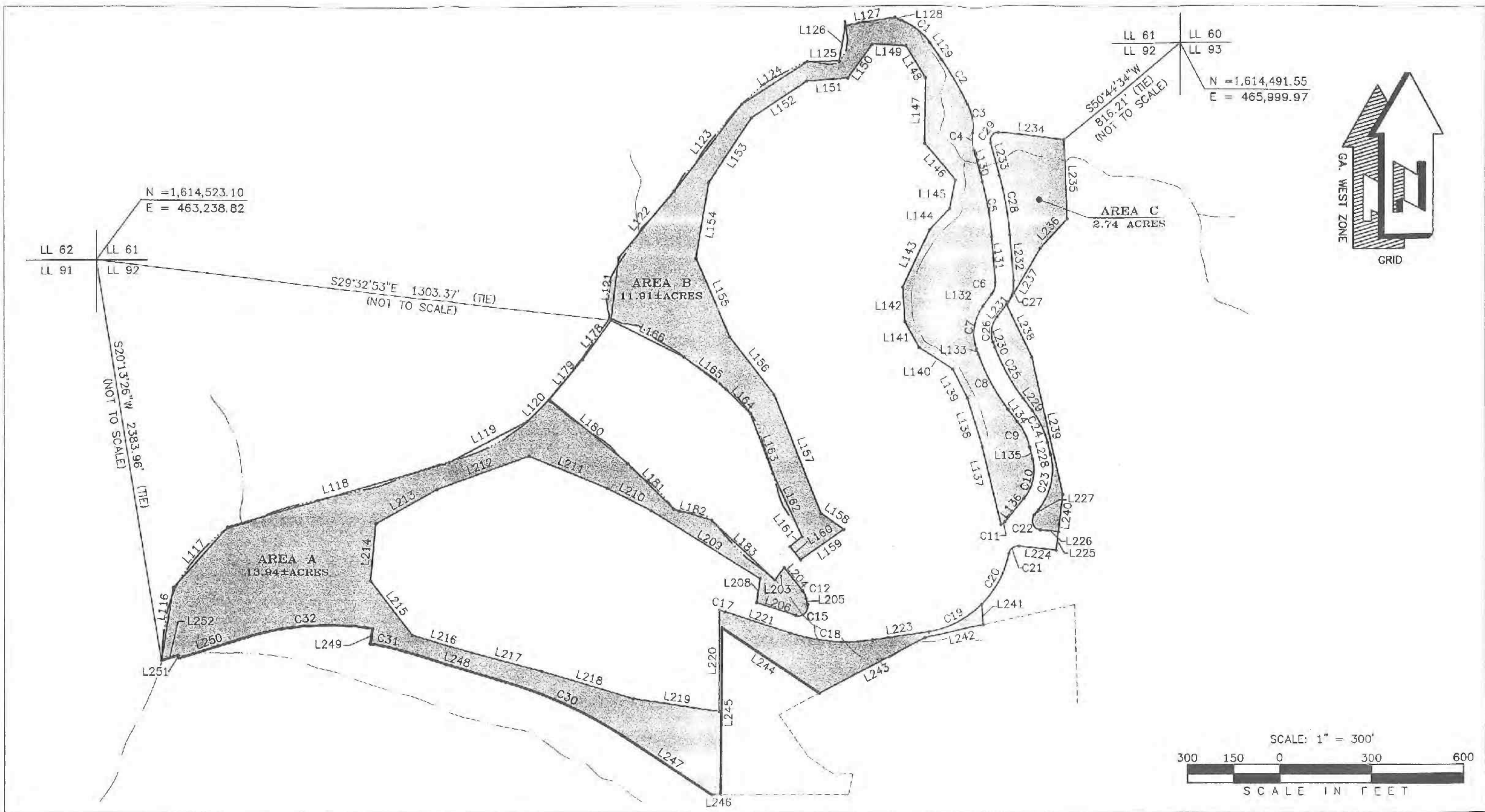
Big Canoe Company, LLC
 591 Big Canoe
 Big Canoe, GA 30143

Prepared By:

 Cranston, Robertson & Whitehurst, P.C.
 452 Ellis Street, Augusta, GA 30901
 Tel: (706) 722-1588
 Email: www.crwpc@crwpc.com

Soils Map

Main Gate I

DATE: SEPT. 10, 2001
 REV. 10-23-01



Big Canoe Company, LLC
591 Big Canoe
Big Canoe, GA 30143

Prepared By:
Cranston, Robertson & Whitehurst, P.C.
452 Ellis Street, Augusta, GA 30901
Tel: (706) 722-1588
Email: www.crwpc@crwpc.com

Conservation
Easement

Main Gate I

DATE: SEPT. 10, 2001
REV. 10-23-01

AREA A
ACRES

#	BEARING	DISTANCE
116	N09°29'56"E	240.01'
117	N41°49'30"E	263.72'
118	N73°44'37"E	752.26'
119	N62°44'34"E	290.65'
120	N45°30'50"E	100.03'
180	S50°40'52"E	328.14'
181	S45°36'17"E	211.12'
182	S73°49'51"E	128.25'
183	S47°07'25"E	286.22'
203	N37°24'24"E	50.37'
204	S38°48'48"E	95.89'
205	S12°52'23"E	19.07'
206	N71°57'02"W	136.50'
208	N08°32'12"E	78.46'
209	N58°24'07"W	420.61'
210	N63°09'12"W	161.39'
211	N67°25'46"W	273.39'
212	S70°34'45"W	324.83'
213	S60°38'49"W	226.47'
214	S05°09'55"W	185.94'
215	S37°08'19"E	221.82'
216	S74°12'55"E	204.47'
217	S74°49'40"E	238.05'
218	S73°20'27"E	310.55'
219	S81°58'15"E	284.47'
220	N00°14'14"E	327.71'
221	S71°57'02"E	225.97'
223	N81°19'20"E	186.79'
241	S04°23'15"E	66.80'
242	S78°08'30"W	198.51'
243	S62°11'00"W	389.44'
244	N56°26'28"W	385.99'
245	S00°20'41"W	540.17'
246	N89°40'30"W	30.93'
247	N57°10'53"W	350.57'
248	N73°20'53"W	344.40'
249	N08°59'32"E	50.00'
250	S72°30'08"W	221.60'
251	N17°29'34"W	10.00'
252	S72°30'08"W	55.85'

AREA B
ACRES

#	BEARING	DISTANCE
121	N07°01'15"E	204.62'
122	N39°59'11"E	280.91'
123	N37°56'50"E	361.86'
124	N57°22'43"E	256.35'
125	N89°31'05"E	103.77'
126	N10°06'01"E	117.51'
127	N81°50'59"E	163.01'
128	S67°46'44"E	23.19'
129	S35°08'39"E	66.00'
130	S15°30'36"E	107.07'
131	S04°44'01"E	148.13'
132	S38°05'34"W	50.00'
133	S20°18'07"E	18.17'
134	S37°21'29"E	50.00'
135	S14°15'23"E	39.84'
136	S39°23'23"W	97.09'
137	N13°48'51"W	261.02'
138	N17°42'08"W	164.86'
139	N28°08'18"W	107.01'
140	N57°29'42"W	129.01'
141	N29°07'45"W	94.92'
142	N03°40'28"W	112.86'
143	N24°53'44"E	205.64'
144	N43°15'59"E	96.01'
145	N10°53'13"E	95.39'
146	N41°12'36"W	153.33'
147	N00°31'22"E	212.97'
148	N31°08'08"W	122.19'
149	N87°04'00"W	110.47'
150	S36°08'12"W	133.61'
151	S85°41'41"W	134.93'
152	S56°46'40"W	218.00'
153	S33°35'30"W	254.36'
154	S09°34'05"W	249.09'
155	S23°44'19"E	279.28'
156	S38°13'11"E	236.30'
157	S21°38'59"E	415.15'
158	S55°36'55"E	91.97'
159	S55°12'14"W	172.84'
160	N40°04'01"W	55.17'
161	N51°19'11"E	51.92'
162	N25°11'26"W	226.56'
163	N20°59'50"W	208.76'
164	N45°29'12"W	111.87'
165	N53°01'19"W	173.72'
166	N63°24'50"W	266.42'

AREA C
ACRES

#	BEARING	DISTANCE
235	S02°29'12"E	257.41'
236	S41°57'29"W	128.78'
237	S30°39'49"W	214.80'
238	S25°49'00"E	187.98'
239	S12°37'20"E	455.36'
240	S06°36'45"W	122.35'
226	N83°23'15"W	58.46'
227	N39°23'23"E	19.82'
228	N14°15'23"W	39.84'
229	N37°21'29"W	50.00'
230	N20°18'07"W	18.17'
231	N38°05'34"E	50.00'
232	N04°44'01"W	148.13'
233	N15°30'36"W	113.26'
234	S83°33'22"E	213.91'

TIES

#	BEARING	DISTANCE
225	S06°36'45"W	60.00'
224	N83°23'15"W	122.32'
178	S36°19'59"W	157.95'
179	S39°25'03"W	166.79'

CURVE TABLE

CURVE	RADIUS	LENGTH	BEARING	CHORD	DELTA
C1	207.96	118.45	S51°27'42"E	116.86'	32°38'05"
C2	1587.07	166.48	S32°08'21"E	166.40'	06°00'36"
C3	150.00	95.74	S10°50'59"E	94.12'	36°34'07"
C4	142.05	56.89	S04°02'16"E	56.51'	22°56'41"
C5	983.75	185.03	S10°07'19"E	184.76'	10°46'35"
C6	54.55	40.77	S16°40'47"W	39.83'	42°49'35"
C7	143.02	145.76	S08°53'44"W	139.54'	58°23'41"
C8	696.88	207.45	S28°49'48"E	206.69'	17°03'22"
C9	227.66	91.79	S25°48'26"E	91.17'	23°06'06"
C10	145.00	135.76	S12°34'00"W	130.86'	53°38'46"
C11	30.00	16.66	S55°18'05"W	16.45'	31°49'24"
C12	65.86	29.82	S25°50'36"E	29.56'	25°56'25"
C15	30.00	63.31	S47°35'18"W	52.20'	120°55'22"
C17	194.67	19.82	S74°52'02"E	19.81'	05°50'01"
C18	583.87	272.36	S85°18'51"E	269.90'	26°43'38"
C19	320.04	199.50	N63°27'49"E	196.29'	35°43'01"
C20	320.04	189.88	N28°36'30"E	187.11'	33°59'37"
C21	30.00	44.51	N54°06'43"E	40.54'	85°00'04"
C22	30.00	64.29	N21°59'56"W	52.67'	122°46'38"
C23	205.00	191.94	N12°34'00"E	185.01'	53°38'46"
C24	287.66	115.99	N25°48'26"W	115.20'	23°06'06"
C25	636.88	189.59	N28°49'48"W	188.89'	17°03'22"
C26	83.02	84.61	N08°53'44"E	81.00'	58°23'41"
C27	114.55	85.62	N16°40'47"E	83.64'	42°49'35"
C28	1043.75	196.31	N10°07'19"W	196.02'	10°46'35"
C29	25.00	48.85	N40°28'01"E	41.44'	111°57'14"
C30	1482.15	418.21	N65°15'53"W	416.82'	16°10'01"
C31	868.46	116.12	N77°10'42"W	116.03'	07°39'38"
C32	918.46	424.63	S85°44'48"W	420.86'	26°29'22"

Big Canoe Company, LLC
591 Big Canoe
Big Canoe, GA 30143



Prepared By:
Cranston, Robertson & Whitehurst, P.C.
452 Ellis Street, Augusta, GA 30901
Tel: (706) 722-1588
Email: www.crwpc@crwpc.com

Conservation
Easement

Main Gate I

DATE: SEPT. 10, 2001
REV. 10-23-01