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Mildred Peeler  
Clerk Superior Court, Wilkes County, Ga.  
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STATE OF GEORGIA  
COUNTY OF WILKES

**DEED OF CONSERVATION EASEMENT**

THIS CONSERVATION EASEMENT (herein "Conservation Easement") is made this 25<sup>th</sup> day of April 2012, by and between MICHAEL and NONA JANE HARRISON, whose address is 340 Aldolphus-Callaway Road, Rayle GA 30660 (hereinafter "Grantor") and THE CENTRAL SAVANNAH RIVER LAND TRUST, INC., a Georgia nonprofit corporation, with an address of PO Box 148, Augusta, GA 30903 (hereinafter "Grantee").

**RECITALS**

A. Grantee is a nonprofit corporation established for the purpose of promoting the preservation of environmentally valuable and sensitive lands, recreational lands, agricultural lands, lands of historic or cultural importance, and open space in the Savannah River Watershed and other watersheds within the State of Georgia for charitable, scientific, educational and aesthetic purposes.

B. Grantor owns in fee simple certain real property in Wilkes County, Georgia, being 62 acres, more or less, and more particularly described in **Exhibit A**, attached hereto, and shown on a certain plat thereof prepared for George Carnes by James Mathis dated Nov 22, 2000 and Aug 22, 2003, attached hereto in **Exhibit B** (hereinafter "Property").

C. Grantor is willing to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the land and contiguous water areas of the Property, on the terms and conditions and for the purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement.

D. Grantor and Grantee recognize the conservation values of the Property in its present state, including:

1. Flood, Erosion, and Wetlands Protection,
2. Buffer Protection & Protection of Water Quality,
3. Scenic & Cultural Landscape Protection, and
4. Habitat Protection

due to its containment of a section of Clark Creek, a tributary to Clark's Hill Lake; the maturity and health of its hardwood and pine forests and their suitability as habitat for local wildlife including deer and turkey; its current use as a small local farm; and its contribution to the scenic rural landscape of Wilkes County.

E. Due in part to its aforementioned conservation values, Grantor and Grantee recognize preserving the Property in its present state will yield significant public benefit including:

1. preservation of the water quality of Clark Creek;
2. preservation of the rural landscape of Wilkes County, which can be seen from Adolphus-Callaway Road; and
3. preservation of natural wildlife habitat.

F. Grantee is a tax exempt public charity under Section 501(c)(3) of the Internal Revenue Code, is authorized by the laws of the state of Georgia to accept, hold and administer conservation easements, possesses the authority to accept and is willing to accept this Conservation Easement under the terms and conditions hereinafter described, and is a "qualified organization" and an "eligible donee" within the meaning of Section 170(h)(3) of the Internal Revenue Code and regulations promulgated thereunder;

NOW, THEREFORE, as an absolute gift of no monetary consideration but in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, Grantor hereby unconditionally and irrevocably grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, over the Property more particularly described in **Exhibits A and B** together with the right to preserve and protect the conservation values of the Property.

The purposes of this Conservation Easement are to preserve and protect the conservation values of the Property and to maintain permanently the dominant woodland, scenic, open, and natural character of the Property, including land and water resources; to protect plants and animals and plant and animal communities on or affected by the property's management; and to prevent any use of the Property that will significantly impair or interfere with the conservation values or interests of the property. To achieve these purposes, the following conditions and restrictions are set forth:

#### **ARTICLE I. DURATION OF EASEMENT**

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land and is enforceable by Grantee against Grantor, his personal representatives, heirs, successors and assigns, lessees, agents and licensees.

#### **ARTICLE II. RIGHTS OF GRANTEE**

To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this easement:

A. To preserve and protect the conservation values of the Property;

B. To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with Article VI; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

C. To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to remedies set forth in Article VI.

### **ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES**

Any activity on, or use of, the Property inconsistent with the purposes of this Conservation Easement is prohibited. Development that would significantly impair or interfere with the conservation values of the Property is prohibited.

**A. Restrictions on the Property.** The following activities and uses are expressly prohibited.

**1. Industrial Use.** Industrial activities are prohibited.

**2. Signage.** Display of billboards, signs or advertisements is prohibited on or over the Property, except the posting of no trespassing signs, signs identifying the conservation values of the Property and/or identifying the Grantor as owner of the Property.

**3. Construction, Residential and Institutional Use.** Construction, Residential and Institutional Use is prohibited except as permitted in this paragraph.

Replacement or reasonable modification of the existing farm structures and fencing, more particularly described in Grantee's Baseline Documentation Report, on file at Grantee's office, may occur consistent

with zoning restrictions and building codes established by Wilkes County, provided that:

- 1) no development will significantly impact the Conservation Values protected by this easement;
- 2) no development shall take place within one hundred (100) feet of any naturally-occurring waterway, including Clark Creek and its tributaries (small docks for fishing and passive recreation excepted);
- 3) no building may exceed fifty (50) feet in height; and that
- 4) reasonable permanent means of access to the farm buildings may be provided by utilizing only the existing paved driveway and/or existing right-of-way easements. No new road nor right of way may be wider than thirty (30) feet or constructed of impervious material.

The construction of additional fencing, as may be required to sustain agricultural activities permitted in this easement, is also permitted provided that all new fencing is constructed of similar size and materials of the fencing that exists at the time of this easement, including woven wire, barbed and unbarbed wire fencing, more particularly described in the aforementioned Baseline Documentation Report.

The total footprint for all structures and landscaped grounds (agriculturally-cultivated areas excepted), will not exceed ten percent (10%) of the total land or a maximum of 6.2 acres.

**4. Dumping.** Disposal of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or other materials on the property is prohibited.

**5. Mineral Use, Excavation, Dredging.** There shall be no filling, excavation, or dredging excepting as needed for the maintenance of existing features, including ponds and dirt roads; no mining or drilling; no substantial removal of topsoil, sand, gravel, rock peat, minerals or other materials; and no substantial change in the topography of the land, excepting temporary disturbances to grant or maintain reasonable access to utilities for approved structures as permitted in Article III.

**6. Water Quality and Drainage Patterns.** Except as permitted in this paragraph, there shall be no pollution, alteration, depletion or extraction of surface water, natural water courses, subsurface water or any other water bodies. The reasonable use of well water to supply the permitted farm buildings and agricultural activities is permitted. There shall be no

activities conducted on the Property or on adjacent property if owned by Grantor which would be detrimental to water purity or which would alter natural water levels, drainage, sedimentation and/or flow in or over the Property or to Clark Creek, or cause soil degradation or erosion. Disruption of natural drainage patterns and creation of artificial drainage patterns including but not limited to construction of check dams and other impoundments along Clark Creek is prohibited.

**7. Industrial and Commercial Use.** Except as permitted in this paragraph, all industrial and commercial activities, excepting commercial agricultural, silvicultural, horticultural use, and livestock production, are prohibited. Any and all permitted commercial uses, including the harvesting of timber, must be conducted in compliance with current Georgia Best Management Practices and must not in any way degrade the Conservation Values protected by this Easement.

**8. Disturbance of Natural Features.** Any change, disturbance, alteration or impairment of the natural, scenic, and aesthetic features is prohibited. This shall not prohibit the mechanical and/or chemical control of grasses and/or understory or the selected enhancement of existing pine and hardwood forests conducted in compliance with current Georgia Best Management Practices that do not in any way degrade the Conservation Values protected by this Easement.

**9. Building, Road, Fence and Path Construction.** Except as permitted in this paragraph and Article III, A3, the construction of buildings, fences and roads are prohibited. The construction of firebreaks and fire roads built by the Georgia Forestry Commission or the U.S. Forest Service for the purpose of good forest management, driveways to access the permitted structures described in Article III, A3, and dirt tracks established by Grantor for agricultural, hunting, monitoring, and access purposes are permitted, provided that all effort be made to minimize the impact of construction on the Conservation Values protected by this Easement.

Notwithstanding the former, Grantor shall notify Grantee at least thirty (30) days prior to exercising any right that could potentially have a deleterious effect on the conservation values.

#### **ARTICLE IV. RESERVED RIGHTS**

Grantor reserves to himself, and to his personal representatives, heirs, successors, and assigns, all rights accruing from his ownership of the Property, including the right to engage in, or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purposes of this Easement.

## ARTICLE V. MEDIATION

**A. Mediation.** If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to mediation by request made in writing to the other. Within ten (10) days of the receipt of such a request, the parties shall select a single trained and impartial mediator. If the parties are unable to agree on the selection of a single mediator, then the parties shall, within fifteen (15) days of receipt of the initial request, jointly apply to a proper court for the appointment of a trained and impartial mediator. Mediation shall then proceed in accordance with the following guidelines:

**1. Purpose.** The purpose of the mediation is to (a) promote discussion between the parties; (b) assist the parties to develop and exchange pertinent information concerning the issues in dispute; and (c) assist the parties to develop proposals which will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or *de facto* modification or amendment of the terms, conditions, or restrictions of this Easement.

**2. Participation.** The mediator may meet with the parties and their counsel jointly or *ex parte*. The parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the parties with settlement authority will attend mediation sessions as requested by the mediator.

**3. Confidentiality.** All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party.

**4. Time Period.** Neither party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

**5. Costs.** The costs of the mediator shall be borne equally by Grantor and Grantee; the parties shall bear their own expenses, including attorneys' fees, individually.

## ARTICLE VI. GRANTEE'S REMEDIES

**A. Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee. No persons other than Grantee shall have any third party beneficiary rights or any right to enforce the provisions hereof.

**B. Injunctive Relief.** If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

**C. Damages.** Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

**D. Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this Article without prior notice to Grantors or without waiting for the period provided for cure to expire.

**E. Scope of Relief.** Grantee's rights under this Article apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in paragraph 6.B, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Article shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

**F. Costs of Enforcement.** All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by

Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action Grantee shall bear all costs.

**G. Forbearance.** Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

**H. Waiver of Certain Defenses.** Grantor hereby waives any defense of laches, estoppel, or prescription.

**I. Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action, taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the property resulting from such causes.

#### **ARTICLE VII. PUBLIC ACCESS**

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever. It is anticipated that the public will benefit from scenic enjoyment of the property from adjoining properties, roadways, and public facilities, however.

#### **ARTICLE VIII. EXHIBITS, DOCUMENTATION AND TITLE**

**A. Legal Description.** Exhibit A, Legal Description of the Property, and Exhibit B, Survey of the Property, are attached hereto and made a part hereof by reference.

**B. Baseline Documentation Report.** The parties acknowledge that the Central Savannah River Land Trust's Baseline Documentation Report, a copy of which is on file at the office of the Grantee, accurately establishes the uses, structures, conservation values and condition of the Property as of the date hereof.

**C. Title.** The Grantors covenant and represent that the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement; and that the Property is free and clear of any and all encumbrances, except those encumbrances of record, and Grantor covenants that the Grantee shall have the use of and enjoyment of all of the benefits derived from and arising out of the aforesaid Conservation Easement.

#### **ARTICLE IX. COSTS, LIABILITIES, TAXES, AND ENVIRONMENTAL COMPLIANCE**

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

**B. Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

**C. Representations and Warranties.** Grantor represents and warrants that, after reasonable investigation and to the best of his knowledge:

1. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the property;

2. There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

3. Grantor and the Property are in compliance with all federal, state and local laws, regulations, and requirements applicable to the Property and its use;

4. There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and

5. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

**D. Remediation.** If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

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

**F. Hold Harmless.** Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, or requirement, including, without limitation, CERCLA and state hazardous waste statutes, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) any breach of the obligations, covenants, representations, and warranties of paragraphs 8.A. through 8.E.

## **ARTICLE X. EXTINGUISHMENT AND CONDEMNATION**

**A. Extinguishment.** If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion

of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined in accordance with paragraph B.

**B. Valuation.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph A., the parties stipulate to have a fair market value determined by multiplying (1) the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by (2) the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement at the time of this grant to the value of the Property.

**C. Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu of purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu of purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the equation set forth in paragraph 9.B.

**D. Application of Proceeds.** Grantee shall use any proceeds received under the circumstances described in this Article in a manner consistent with its conservation purposes, which are exemplified by this grant.

#### **ARTICLE XI. ASSIGNMENT**

This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under Georgia's Uniform Conservation Easement Act (or any successor provision then applicable) or the laws of the United States. As a condition of such transfer, Grantee shall require that the conservation purpose that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least thirty (30) days prior to the date of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

#### **ARTICLE XII. SUBSEQUENT TRANSFERS, EXERCISING RESERVED AND PERMITTED RIGHTS, AND ZONING APPLICATIONS**

**A. Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Property, including, without limitation, a leasehold

interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer.

**B. Exercising Reserved and Permitted Rights.** Grantor, for himself, his heirs, successors and assigns, further agrees to notify Grantee in writing of any plans to exercise any of the following rights outlined in Article III of this Easement at least thirty (30) days prior to the inception of any activity, including:

1. Building or Road Construction
2. Silvicultural Harvest
3. Boundary Line Adjustment

Grantee must grant written approval of said plans before any of the aforementioned rights may be exercised by Grantor. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

**C. Notice of Zoning Applications and Building Permits.** Grantor, for himself, his heirs, successors and assigns, further agrees to notify Grantee in writing of any request to obtain a building permit or to amend the zoning of the property at least thirty (30) days prior to the filing of such a request with the appropriate Wilkes County agencies. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

### ARTICLE XIII. RECORDATION

Grantee shall record this instrument in timely fashion in the official records of Wilkes County, Georgia, and may re-record it at any time as may be required to preserve its rights in this Easement.

### ARTICLE XIV. GENERAL PROVISIONS

**A. Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the state of Georgia.

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

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

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

**E. No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

**F. Joint Obligation.** The obligations imposed by this Easement upon Grantor and his heirs, successors and assigns, shall be joint and several.

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

**H. Limitations on Amendment.** If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Grantee may jointly amend this Conservation Easement with mutual written consent and after granting the GA Department of Natural Resources a ninety (90) day period during which to comment and/or suggest changes to the amendment; provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code. Any such amendment shall be consistent with the purpose of this Conservation Easement, shall not affect its perpetual duration, and shall not permit any impairment of the significant conservation values of the Protected Property. Any such amendment shall be executed by Grantee or by Grantee's successor in title to the benefits of this Conservation Easement and by the record owner(s) of the Protected Property to which the amendment applies and shall be recorded in a timely fashion in the official records of Wilkes County, Georgia.

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

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

**K. Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties, each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of

any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto the Central Savannah River Land Trust, Inc., its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, his personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and caused these presents to be executed in their respective names by authority duly given, and their corporate seal affixed, the day and year above written.  
TO BE EFFECTIVE upon the date of recordation in the official records of Wilkes County, Georgia.

SEE ATTACHED SIGNATURE PAGE

GRANTOR:

MICHAEL AND NONA JANE HARRISON

Michael R Harrison

Nona Jane Harrison

Michael R Harrison, POA/AIF

Witnesses:

[Signature]

[Signature]

NOTARY PUBLIC

Charles E. LeGette, Jr.  
Notary Public - Wilkes Co.  
Commission Exp. Nov. 11, 2014

GRANTEE:

THE CENTRAL SAVANNAH RIVER LAND TRUST, INC.

By: [Signature]  
Chairman

Witnesses: [Signature]

Dena McLean

My Commission Expires April 27th, 2014

NOTARY PUBLIC

ATTEST: [Signature]  
Executive Director

Witnesses: [Signature]

[Signature]

NOTARY PUBLIC

Charles E. LeGette, Jr.  
Notary Public - Wilkes Co.  
Commission Exp. Nov. 11, 2014

## EXHIBIT "A"

ALL that tract or parcel of land with improvements thereon, situate, lying and being in the 166<sup>th</sup> GMD of Wilkes County, Georgia, and fronting on the South side of Adolphus Callaway Road, and containing a net acreage of 62.00 acres, more or less, and being described by a plat of survey of 67.00 acres, more or less, prepared by James F. Mattison, IV, RLS, dated November 22, 2000 and recorded in Plat Book 12, Page 77, Wilkes County Superior Court Deed Records. **LESS AND EXCEPT** a 5.00 acre tract more particularly described by a plat of survey prepared by James F. Mattison, IV, RLS, dated August 22, 2003 and recorded in Plat Cabinet 10, Slide 163, Page 388, Wilkes County Deed Records. The plats of survey and the official record thereof is incorporated herein for a more complete description of said tract.

The 62.00 acre tract is bounded now or formerly as follows: North by lands of Gleneagles Stud & Stable, Inc., other lands of Mike and Nona Jane Harrison and by Adolphus Callaway Road; East by lands of Turner Callaway; South by lands of Larry Callaway, etal; and West by lands of Gleneagles Stud & Stable, Inc. ad by lands of Eugene Callaway.

This is part of that same property acquired by Michael R. Harrison and Nona Jane Harrison from George C. Carnes and Virginia M. Carnes by deed dated July 31, 2007 and recorded in Deed Book 260, Page 264, Wilkes County Superior Court Deed Records.

Also conveyed herewith is a permanent, perpetual, non-exclusive right of use of the 30' ingress-egress easement for access purposes to the above-referenced property, as more fully shown on the plat of survey.



N/F LARRY B. & WILLIAM SCOTT CALLAWAY  
N 89°45'00"W  
1750.52'

67.00 AC.

N/F TURNER E. CALLAWAY  
S 11°26'54"E  
1320.38'

S 00°47'02"E  
145.50'  
S 78°23'03"W  
65.46'

S 28°14'52"E  
326.94'  
S 44°48'33"E  
639.42'

S 42°38'57"W  
105.43'  
S 58°55'16"E  
220.04'  
N 58°55'16"E  
2477.80' TO C/L OF CALLAWAY ROAD

C/L ADOLPHUS CALLAWAY ROAD  
80' R/W  
S 58°22'45"E  
140.63'

S 88°03'43"W  
3000.02'  
GRANITE MARKER

N 24°32'16"E  
546.95'

N/F EUGENE M. CALLAWAY  
W 52°14'30"E  
1007.875'

POND

S 71°49'47"E  
214.33'  
S 09°12'32"E  
183.97'  
N 86°35'38"E  
179.16'  
N 58°30'10"E  
403.16'

S 79°27'52"E  
183.43'  
W 44°34'51"N  
89.624'  
N 08°21'42"E  
186.51'  
N 25°31'12"E  
131.60'  
N 03°27'07"E  
140.24'

GLENEAGLES STUD & STABLE, INC.

GEORGIA WHERE GRANTY  
Thereby certify that this instrument was  
filed for record in the Superior Court  
Civil's Office of Wilkes County on the  
19<sup>th</sup> day of December 2000  
at 2:15 o'clock P.M. and reviewed  
at 2:15 o'clock P.M. on the 22<sup>nd</sup>  
day of December 2000  
and here certify the same to be  
correct.  
By \_\_\_\_\_  
Notary Public



JAMES F. MATTISON, IV, P.L.S. #2701  
MATTISON & ASSOCIATES, INC.  
P.O. BOX 1431  
WASHINGTON, GEORGIA 30673  
(706) 878-5575

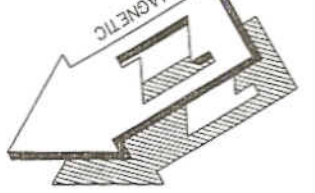
PLAT FOR  
**GEORGE C. CARNES  
and VIRGINIA M. CARNES**  
166th. G.M.D. 67.00 ACRES  
WILKES COUNTY, GEORGIA  
SCALE: 1" = 300' NOVEMBER 22, 2000

TOPCON GPT 1003  
TRAVERSE CLOSURE 1/18552  
ANGULAR ERROR 3" PER POINT  
LEAST SQUARES ADJUSTMENT  
MAP CHECK 1/1049433

- - 1/2" REBAR SET
- - GRANITE STONE FOUND
- - AXLE FOUND
- - SQUARE ROD FOUND
- - 1.5" PIPE FOUND

THIS PLAT IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY  
AND PROTECTIVE COVENANTS OF RECORD.





PLAT FOR  
**GEORGE C. CARNES  
and VIRGINIA M. CARNES**

166th. G.M.D. 5.00 ACRES

WILKES COUNTY, GEORGIA

SCALE: 1"=100' AUGUST 22, 2003

TOPCON GPT 1003  
TRAVERSE CLOSURE 1/36568  
ANGULAR ERROR 2" PER POINT  
LEAST SQUARES ADJUSTMENT  
MAP CHECK 1/1001926

- - AXLE FOUND
- - 1/2" REBAR FOUND
- - 1/2" REBAR SET

THIS PLAT IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND PROTECTIVE COVENANTS OF RECORD.

Georgia, Wilkes County  
I hereby certify that this instrument was filed for record in the office of the Superior Court Clerk of Wilkes County, Georgia and recorded on 03/28/03.  
Date: 03/28/03  
Time: 1:00 p.m.  
Recorded: Plat Chart 10, Slide 10.1, Page 3, 8.  
MILDRED FEELEY, Superior Court Clerk  
By: [Signature]



JAMES F. MATTISON, IV, P.L.S. #2701  
MATTISON & ASSOCIATES, INC.  
P.O. BOX 1431  
WASHINGTON, GEORGIA 30673  
(706) 678-5375

