

DATE: July 20, 2023

TO: All Offerors'

FROM: City of Stonecrest Purchasing Department

RE: RFP No. 23-109, New Fairington Park and Botanical Garden Civil Design

Please see Addendum No. 3 for the above-referenced solicitation.

ADDENDUM NO. 3

Request for Proposal 23-109 New Fairington Park and Botanical Garden Civil Design REVISED 07/20/2023

1. The following change has been made to the above-referenced solicitation.

Delete: Page 1

Add: REVISED (Extended Due Date) Page 1

REVISED SCOPE WITH COST PROPOSAL

APPENDIX A

Deed for Conservation Easement

APPENDIX B

Baseline Documentation Report for Fairington Tract

APPENDIX C

Park Master Plan for New Fairington Park & Botanical Garden

2. All other terms and conditions remain the same.

ADDENDUM NO. 3 Request for Proposal 23-109 New Fairington Park and Botanical Garden Civil Design REVISED 07/20/2023

May 23, 2023

Optional: Pre-Proposal Conference Wednesday, July 26, 2023, at 11:00 a.m.
Via Microsoft Teams Meeting ID: 222 447 560 474

Passcode: iKmM5y

Join on your computer, mobile app or room device.

PROPOSAL DUE DATE: Tuesday, August 8, 2023, at 4:00 p.m. EST.

Proposals shall only be accepted online through the Bidnet Portal at:

https://www.bidnetdirect.com/georgia/cityofstonecrest
Any proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted.

Instructions to Proponents:

- 1. All communications regarding this solicitation must be with the Procurement Manager, Shakerah Hall, shhall@stonecrestga.gov.
- 2. All questions or requests for clarification must be sent via Bidnet under Message Opportunity Q&A: https://www.bidnetdirect.com/georgia/cityofstonecrest. Questions are due no later than Monday, July 31, 2023 at 4:00 p.m. EST. Questions received after this date and time may not be answered.
- 3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes, and other important information regarding the solicitation related to this solicitation will be posted on Bidnet website at and it is the Offeror's responsibility to https://www.bidnetdirect.com/georgia/cityofstonecrest. check the Bidnet portal for any addendum or other communications related to this solicitation.
- 4. The City of Stonecrest reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Stonecrest.
- 5. The City of Stonecrest is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation.

ADDENDUM NO. 3 Request for Proposal 23-109 New Fairington Park and Botanical Garden Civil Design REVISED 07/20/2023

RFP 23-109 REVISED- New Fairington Park and Botanical Garden With Cost Proposal

RFP 23-109 REVISED- New Fairington Park and Botanical Garden

The City of Stonecrest is soliciting proposals from qualified and experienced firms to provide civil/site engineering design for New Fairington Park and Botanical Garden. Scope of work will include land survey, engineering design, appropriate permitting, providing bid documents to solicit and procure contract with a qualified contractor and engineer of record services during construction. Project Management and construction inspection is not part of the scope.

City of Stonecrest adopted a Parks Master Plan in October 2020. One of the new parks included in the Parks Master Plan is to develop a Park and Botanical Garden at the property at the end of Fairington Parkway.

The city owns six parcels at the end of Fairington Parkway. The Tax parcel ID for these Parcells are 16-075-01-003 (5954 Rock Springs Road) – 18.82 Acres, and 16-074 03 005 (3001 Fairington Parkway) – 12.89 Acres, 16-074-03-018 (2934 Fairington Parkway) – 1.76 Acres, 16-074-03-019 (2958 Fairington Parkway) – 0.22 Acres, 16-074-03-020 (2963 Fairington Parkway) – 1.13 Acres, and 16 075 01 104 – 30.84 Acres. Total acreage for this facility is 65.66 Acres. The master plan proposes a Botanical Garden and associated infrastructure and several other elements for this location. Specific features of the new park includes:

- Trail connection to existing Fairington Park and to the adjacent residential neighborhoods
- Restored woodlands and woodland gardens.
- Botanical Garden with Gardens highlighting the flora of the Piedmont region.
- Dog Park and Dog Park Pavilion
- Walking and Fitness Trail
- Amphitheater and Event Space
- New Stonecrest Community Center and Aquatic Center
- Outdoor Classrooms
- Children Playground
- Park Pavilion and Restrooms
- Fitness Challenge Course and Meeting Pavilion
- Community Garden with plots available for rent
- Multi-Purpose Fields for athletic Events
- Parking Lot

These parcels are placed on a conservation easement and there are restrictions on the proposed use. The conservation easement is placed in favor of Georgia-Alabama Land Trust, Inc. and recorded at DeKalb County Superior Court Deed Book 27316 Page 107. The recorded Deed dated December 27, 2018, and Baseline Documentation Report dated December 21, 2021, are provided in Appendix A and Appendix B. Selected design firm is required to closely read and adhere to both documents and make sure any of the elements in the Master Plan doesn't violate uses specified in the Conservation Easement.

Selected Vendor will be closely working with Georgia-Alabama Land Trust, Inc. to make sure conservation easement elements are not violated and adhere to the restrictions.

Master Plan pages for new Fairington Park and Botanical Garden is provided in Appendix C. The city wishes to complete civil design of the entire master plan and intents to complete the

construction in two phases. Phase I of construction will include the following elements within the front portion of the park. Construction plans should include a phasing plan so that the Phase I elements should be bid out for construction first and then the Phase II elements based on funding availability. The selected firm will design and permit the entire project and provide phasing plans for bidding and construction.

The following are the elements for Phase I construction:

- 04 Pavilion
- 05 Event Lawn
- 06 Dog Park
- 07 Dog Park Pavilion
- 08 Parking
- 15 Stonecrest Community Center (Grading and Drainage Only, building design will be bid separately)
- 22- Community Gardens
- 23 multi-Purpose Fields
- 24 Park Entry Avenue
- 25 Entry Pavilion
- 26- Adjacent Property Parking (eliminated and combined with 08)

The city is aware that some of the elements in the master plan may not be included in the final design due to restriction in allowed impervious surface and stream buffers. City staff will work closely with the selected firm to make sure the maximum possible elements are included in the final design.

Scope of Work

The scope of services is to include the following:

Task I – Boundary Survey, topographic Survey, and existing condition survey

Boundary survey will include establishing property corners and providing base boundary map for the park. The site is a former country club course and has mainly been unused for several years. A topographic survey is required for civil engineering design of the entire park and Botanical Garden in phases. There are no known utilities within the site. Portion of Fairington Parkway is located within Parcel 5454 Rock Springs Road. The survey includes locating streets, utilities, and topography of the existing road. In addition, all existing concrete/asphalt sidewalks and unpaved trails within the property shall be located. The city intends to improve the use of existing trails, walkways and concrete sidewalks as part of overall park improvements. All existing streams, creeks, wetland, and floodplains shall be located and shown on the existing condition plan. The conservation easement doesn't allow any improvements within 150 feet of the stream.

All Specimen trees shall be identified and located I the tree survey. Specimen tree is defined as any tree in fair or better condition which equals or exceeds the following diameter sizes:

- a. large hardwoods, i.e., oaks, hickories, yellow poplars, and similar species: 30 inches DBH.
- b. large softwoods, e.g., pines, evergreens, and similar species: 30 inches DBH.

c. small trees, e.g., dogwoods, redbuds, sourwoods, and similar species: Ten inches DBH and the Crape Myrtle trees within the property.

d. Any other trees specified in the Deed of Conservation easement.

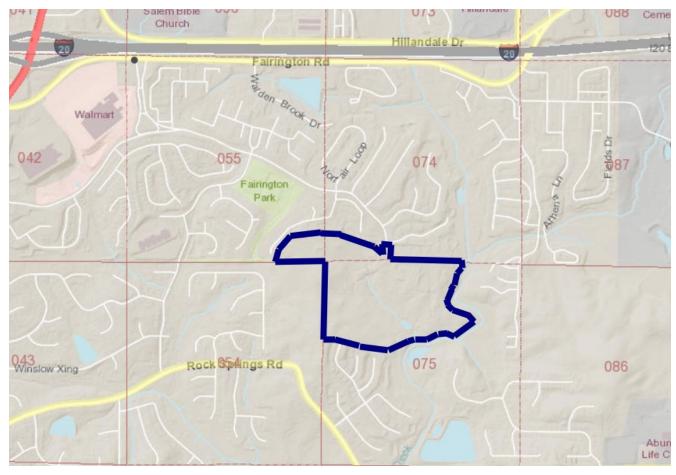
Task II – Civil Site Engineering Design & Permitting

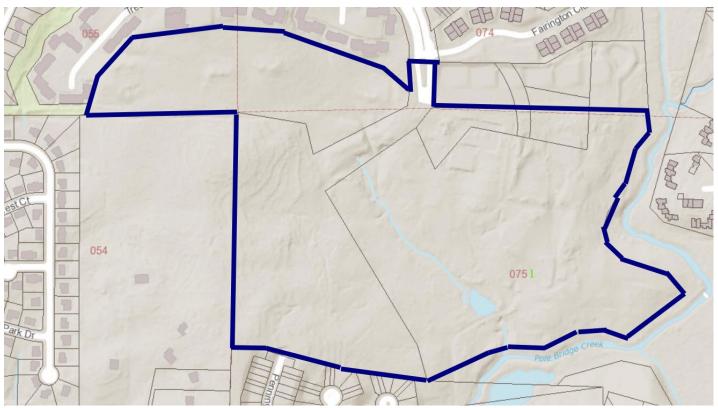
The task will include the development of draft Concept Plans for review by City Staff and provide input prior to proceeding with final design. Concept plan should depict the amenities and infrastructure outlined in the Master Plan. Some minor adjustments will be made to the master plan to include the offsite parking (26) within the city owned property. The firm is responsible for submitting and obtaining land disturbance permit from the City of Stonecrest and Georgia Soil and Water Conservation Commission (GWCC). This task will also include coordination with Georgia-Alabama Land Trust, Inc. to make sure the conservation easement conditions are met. The site Design includes the following:

- 1. Existing condition plan
- 2. Erosion and sediment control plan
- 3. Tree Protection Plan
- 4. Grading Plan
- 5. Drainage plan and Profile
- 6. Utility Plan (Water and Sewer)
- 7. All required standard and specific details.
- 8. Any other plans necessary to obtain permits and prepare bid documents.

Task III - Bid Assistance and Engineer of Record Services during construction.

The selected firm shall provide a bid quantities table for bidding purposes and provide a scope of work for construction bidding. In addition, the Selected firm shall provide engineer of record services such as responding to the questions from potential bidders during the procurement process, attend the pre-bid and pre-construction meetings, attend construction progress meetings, respond to RFI's, clarify the design if any conflict between design drawings and site conditions arises.





Approximate Property Boundary

COST PROPOSAL

Please provide the fee If more services are	needed based on o	our findings during	design, those	e services an	d work
will be done under an add service agreeme	ent.				

Survey (lump sum)	\$
Civil Site Plan Design and Permitting(lump sum)	\$
Bid Assistance and Engineer of Record Services (lump sum)	\$
Reimbursement Fees, Mileage and printing as needed (Not to exceed amount)	\$
Total Cost Proposal	\$

APPENDIX A

Deed for Conservation Easement Recorded at DeKalb County Superior Court (Deed Book 27316, Page 107)

2018203356 DEED BOO

Real Estate Transfer Tax \$0.00

DEED BOOK 27316 Pg 107

Filed and Recorded: 12/27/2018 10:30:45 AM Debra DeBerry Clerk of Superior Court DeKalb County, Georgia

CROSS REFERENCE TO:

Deed Book 23030, Page 419, and Deed Book 5015, Page 161. DeKalb County, Georgia Records. THIS INSTRUMENT PREPARED BY AND TO BE RETURNED TO: Stephen C. Greenberg Georgia-Alabama Land Trust, Inc. 226 Old Ladiga Road Piedmont, Alabama 36272

STATE OF GEORGIA COUNTY OF FULTON

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (herein referred to as this "Conservation Easement") is made this **2**/May of December, 2018, by and between **JOFFE DEKALB 67, LLC**, a Georgia limited liability company, its successors and assigns, having an address at 2233 Peachtree Road, N.E., Suite 303, Atlanta, Georgia 30309 ("Grantor"), in favor of **GEORGIA-ALABAMA LAND TRUST, INC.**, a Georgia non-profit corporation, its successors and assigns, having an address at 226 Old Ladiga Road, Piedmont, Alabama 36272 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in **DeKalb** County, Georgia, more particularly described in **Exhibit** "A" attached hereto and incorporated herein by this reference, **52.97** acres more or less (the "Property"); and

WHEREAS, the Property in its present state has not been developed and possesses significant open space, forested, watershed, wildlife, relatively-natural and relatively-undeveloped condition (collectively, the "Conservation Purposes"). In particular, said Conservation Purposes

include:

- 1. The preservation of open space (including farmland and forest land) pursuant to a clearly delineated federal, state, or local governmental conservation policy that yields a significant public benefit, within the meaning of § 170(h)(4)(A)(iii)(II) of the Internal Revenue Code of 1986, as amended ("the Code"). The governmental conservation polices relevant to the Property include, without limitation:
 - a. GEORGIA STATE WILDLIFE ACTION PLAN. Protection of the Property promotes key protection strategic themes set forth in the Georgia State Wildlife Action Plan (herein "GSWAP"). Promulgated by the Georgia Department of Natural Resources (GA DNR) and conservation partners including the U.S. Fish and Wildlife Service, the GSWAP was developed to enable the GA DNR to assess and address its outstanding wildlife diversity on a comprehensive statewide scale. The GSWAP describes a strategy for the comprehensive conservation of Georgia's wildlife, including identifying high priority habitats in need of protection. Thus, the GSWAP is a clearly delineated governmental conservation policy within the meaning of § 170(h)(4)(A)(iii)(II) of the Code.
 - i. The Property, which is in the Piedmont Ecoregion of Georgia (GSWAP at 43), contains Oak-Hickory-Pine Forest, and a Stream, each a GSWAP-identified "High Priority Habitat." GSWAP at 107, 108. Oak-Hickory-Pine Forest habitat consists of "a variety of hardwood species such as white oak, black oak, southern red oak, pignut hickory, shagbark hickory, mockernut hickory, red maple, blackgum, shortleaf pine, and loblolly pine, with dogwood, rusty viburnum, hog plum, dwarf pawpaw, and various hawbushes in the understory." *Id.* As depicted on the Preservation Area Map of the Baseline Documentation Report, said habitat is designated herein as a Preservation Area and, thus, is afforded heightened protection under this Conservation Easement. For these reasons, and as further discussed herein, protection of the Property yields a significant public benefit pursuant to a clearly delineated state governmental conservation policy (GSWAP) and, thus, is consistent with § 170(h)(4)(A)(iii)(II) of the Internal Revenue Code.
 - b. GEORGIA CONSERVATION TAX CREDIT PROGRAM. The Georgia Conservation Tax Credit Program seeks to incentivize landowners to help protect our state's natural resources. In 2006 the Georgia legislature passed House Bill 1107. The stated purpose of the Act was to "provide for income tax credits with respect to qualified donations of real property for conservation purposes." Qualified donations are full or partial donations of land, or permanent interest in land, that provide for at least two of the five Conservation Purposes outlined in O.C.G.A. § 48-7-29.12 and defined by the Department. For these reasons, and as discussed below, protection of the Property yields a significant public benefit pursuant to a clearly delineated State governmental conservation policy (the Georgia Conservation Tax Credit Program) consistent with § 170(h)(4)(A)(iii)(II) of the Internal Revenue Code.



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- i. WATER QUALITY PROTECTION FOR WETLANDS, RIVERS, STREAMS, OR LAKES. The Property contains a perennial stream that empties into Pole Bridge Creek, a tributary of the South River. The South River and the Alcovy River merge to form Jackson Lake and the Ocmulgee River below it. As described in the Baseline Documentation Report, the stream on the Property has a forested riparian area that consists of an overstory dominated by mature loblolly pines, with a mid-story of tulip poplar, water oak, green ash, sycamore, and red maple. The understory consists of saplings, shrubs and herbaceous species including black willow, redbud, sweetgum, willow oak, Chinese privet, autumn olive, switchcane, and muscadine grape. Protection of the Property would contribute to the health of the Upper Ocmulgee River Basin and the plant and animal habitat it provides. The protection of the Pole Bridge Creek-South River watershed offered by this Conservation Easement would contribute to the water quality and riparian buffers in these waterways, as well as to the aquatic insect population. Management of the Property in accordance with this Conservation Easement would protect waterways within the Ocmulgee River Watershed pursuant to the goals of the United States Watershed Protection and Flood Prevention Act of 1954. As depicted on the Preservation Area Map of the Baseline Documentation Report, said areas are designated herein as a Preservation Area, to include Riparian Buffers as further provided for herein, and, thus, are afforded extra protection under this Conservation Easement. Said Preservation Area and Riparian Buffers protect the integrity of the aforementioned features and habitats, thereby preserving their associated ecological functions and, in turn protecting water quality. Accordingly, Grantor's donation of this Conservation Easement will provide water quality protection for wetlands, rivers, and streams, consistent with a "Conservation Purpose" outlined in O.C.G.A. § 48-7-29.12.
- ii. PROTECTION OF WILDLIFE HABITAT CONSISTENT WITH STATE WILDLIFE CONSERVATION POLICIES. The Property contains Oak-Hickory-Pine Forest, and a Stream, each a GSWAP-identified High Priority Habitat. Said habitats and features are important wildlife habitat for numerous species, as identified in the Baseline Documentation Report and the GSWAP. As depicted on the Preservation Area Map of the Baseline Documentation Report, these habitats and features are afforded extra protection under this Conservation Easement by designation as a Preservation Area, to include Riparian Buffers. Accordingly, this Conservation Easement will protect the aforementioned habitats important to the State of Georgia. Thus, this Conservation Easements protects high priority wildlife and plant habitat, as well as high priority landscape features pursuant to the GSWAP, a state wildlife conservation policy and, thus, furthers a Conservation Purpose outlined in O.C.G.A. § 48-7-29.12.
- c. <u>DEKALB COUNTY 2035 COMPREHENSIVE PLAN</u>. The DeKalb County 2035 Comprehensive Plan ("Comprehensive Plan") establishes the following Natural

Resources Policies, among others, as some of its Community Goals: to "[p]reserve trees and other natural resources to protect the environment and aesthetically enhance communities," to "[e]ncourage the preservation of open space,... natural and critical environmental areas," and to "[p]artner with nongovernmental organizations to... protect land." Comprehensive Plan at 47. This Conservation Easement furthers these Natural Resources Policies of the Comprehensive Plan, and, therefore, is consistent with § 170(h)(4)(A)(iii)(II) of the Internal Revenue Code.

- 2. The protection of a significant, relatively-natural habitat of fish, wildlife, or plants, or similar ecosystem (including, but not limited to, habitat for rare, threatened, and/or endangered species) within the meaning of § 170(h)(4)(A)(ii) of the Code.
 - a. The Property contains Oak-Hickory-Pine Forest, and a Stream, each a GSWAP-identified High Priority Habitat. The Property contains a perennial stream that empties into Pole Bridge Creek, a tributary of the South River. Furthermore, the Property is in the metropolitan Atlanta area, and constitutes wooded open space within this densely populated and highly developed urban and suburban region. As depicted on the Preservation Area Map of the Baseline Documentation Report, said habitat is designated herein as a Preservation Area and, thus, is afforded heightened protection under this Conservation Easement. Accordingly, this Conservation Easement protects significant, relatively-natural habitat of fish, wildlife, plants or similar ecosystem, consistent with § 170(h)(4)(A)(ii) of the Internal Revenue Code.
- 3. The preservation of open space for the scenic enjoyment of the general public within the meaning of § 170(h)(4)(A)(iii)(I) of the Code that yields a significant public benefit.
 - a. The Property is viewable from Fairington Parkway, Pennington Road, Cassie Drive, and Taka Lane. Protection of the Property will provide an open vista for the public traveling upon and enjoying the scenic vista from said roads, as well as to ensure the protection of open forest and providing relief from future urban encroachment and development. Accordingly, this Conservation Easement preserves open space for the scenic enjoyment of the general public, yielding a significant public benefit, within the meaning of § 170(h)(4)(A)(iii)(I) of the Code.
 - b. Protection of the Property is part of a larger regional movement to protect the traditional vista of open forest land across this region of Georgia (See Proximity Map in Baseline Documentation Report, an Exhibit hereto, to observe the proximity of the Property to other protected lands). The Property is located in close proximity to other protected property, including privately owned conservation easements. State protected wildlife and recreation areas are found within the region. The protection of additional land in relation to existing protected lands will extend the wildlife habitat range and protect the aquatic resources associated with the streams and riparian corridors that exist adjacent to the Property.

These Conservation Purposes are in accordance with § 170(h) of the Code and are shown in the Baseline Documentation Report; and





WHEREAS, this Conservation Easement constitutes a "qualified real property interest" as established in $\S 170(h)(2)(C)$ of the Code; and

WHEREAS, said Conservation Purposes are of great importance to Grantor, the people of DeKalb County, the people of the State of Georgia, and the public in general, and are worthy of preservation; and

WHEREAS, protection of the Property by conservation easement is legally enabled by the Georgia Uniform Conservation Easement Act, O.C.G.A. §§ 44-10-1, et seq.; and

WHEREAS, the protection of the Property in substantially its present state will clearly enhance and preserve the Conservation Purposes; and

WHEREAS, the Conservation Purposes of the Property are documented in an inventory of relevant features of the Property, on file at the offices of Grantee and referred to as the "Baseline Documentation Report," which is incorporated herewith as **Exhibit "B,"** but is not recorded in full due to its length. The Baseline Documentation Report consists of a collection of reports, maps, photographs, and other documentation that both parties agree provide, collectively, an accurate representation of the Property at the granting of this Conservation Easement, and is intended to serve as "Documentation" within the meaning of Treas. Reg. § 1.170A–14(g)(5)(i) and as an objective information baseline for monitoring compliance with the terms of this Conservation Easement; and

WHEREAS, Grantor intends that the Conservation Purposes of the Property be preserved and maintained by the continuation of land use patterns existing at the time of this Conservation Easement; and

WHEREAS, Grantor further intends to convey to Grantee the right to preserve and protect the Conservation Purposes of the Property, in perpetuity, in substantially its present state as existing at the time of the Conservation Easement; and

WHEREAS, by this Conservation Easement, Grantor and Grantee mutually intend that the Property be preserved in perpetuity in substantially its present state as existing at the time of this Conservation Easement, thereby furthering the Purpose of this Conservation Easement and the Conservation Purposes of the Property set forth herein, and yielding a significant public benefit; and

WHEREAS, Grantee is a domestic non-profit, publicly-funded, tax-exempt, qualified organization under §§ 501(c)(3) and 170(b)(1)(A)(vi) of the Code. Grantee is registered with the Georgia Secretary of State. Grantee is authorized by the laws of the State of Georgia to accept, and is willing to accept, conservation easements for the purpose of preserving and protecting natural, scenic, educational, recreational, or open-space values of real property, and Grantee has the resources and commitment to preserve those values and to enforce the restrictions of this Conservation Easement. Grantee has adopted, by Resolution of its Board of Directors, the Land Trust Alliance's Land Trust Standards and Practices, published in 2017. Grantee is a "qualified organization" within the meaning of § 170(h)(3) of the Code, an "eligible donee" within the meaning of Treas. Reg. § 1.170A–14(c)(1), and a "holder" within the meaning of O.C.G.A. § 44-10-2(2); and

WHEREAS, Grantee agrees, by accepting this Conservation Easement, to honor the Page 5



intentions of Grantor stated herein and to preserve and protect, in perpetuity, the Conservation Purposes of the Property for the benefit of this generation and the generations to come;

- NOW, THEREFORE, Grantor, as an absolute charitable gift with no monetary consideration, but in consideration of the covenants, mutual agreements, conditions, and promises herein contained, does unconditionally and irrevocably hereby grant and convey unto Grantee, its successors and assigns, forever, a conservation easement as defined in the Georgia Uniform Conservation Easement Act, O.C.G.A. § 44-10-1, et seq. (without intending that the existence of this Conservation Easement be dependent on the continuing existence of such laws), in perpetuity, over the Property, of the nature and character and to the extent hereinafter set forth, including the right to preserve and protect the Conservation Purposes of the Property. Grantee, by its execution hereof, accepts the foregoing grant of the Conservation Easement, and the recordation of this Conservation Easement shall constitute a "recordation of the acceptance" by Grantee within the meaning of O.C.G.A. § 44-10-3(b). Upon the recordation hereof, Grantee shall be entitled to enforce the Conservation Easement pursuant to O.C.G.A. § 44-10-4.
- 1. <u>Purpose</u>. It is the Purpose of this Conservation Easement (hereafter "Purpose") to assure that the Property will be retained forever predominantly in its open space, forested, watershed, wildlife, relatively-natural and relatively-undeveloped condition, and with its Conservation Purposes intact, and to prevent any use of the Property that will impair the Conservation Purposes of the Property, as defined herein and in the Baseline Documentation Report. Grantor intends that this Conservation Easement will constrain the use of the Property to such activities as are consistent with the Purpose of this Conservation Easement.
- 2. <u>Rights of Grantee</u>. To accomplish the Purpose of this Conservation Easement the following rights are conveyed to Grantee by Grantor:
- (a) <u>Generally</u>. To preserve and protect the Conservation Purposes of the Property.
- (b) Monitoring. To enter upon the Property at reasonable times in order to monitor, document (including through the use of photographs), and defend Grantor's compliance with and otherwise enforce the terms of this Conservation Easement. Grantee's entry shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property and shall be upon prior reasonable notice to Grantor, except in emergency cases where Grantee reasonably determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Conservation Easement.
- (c) <u>Conservation</u>. To prevent any activity on or use of the Property that is inconsistent with the Purpose of this Conservation Easement and to require the restoration of such areas or features of the Property damaged by any inconsistent activity or use, pursuant to Paragraph 7 hereof.
- 3. <u>Use Limitations</u>. Any activity on, or use of, the Property which is inconsistent with the Purpose of this Conservation Easement is prohibited. The Property shall be restricted from any development or any use other than those defined in Paragraph 4 below. Grantor hereby acknowledges that, pursuant to O.C.G.A. § 44-10-4(b), Grantee is a necessary party in any



proceeding of or before any governmental agency which may result in a license, permit or order for any demolition, alteration, or construction on the Property. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) <u>Generally</u>. The change, disturbance, alteration, or impairment of the natural, aesthetic, watershed, wildlife, forest, open space, and plant habitat features of the Property is prohibited, except as expressly provided herein.
- (b) Residential, Commercial, or Other Uses. Any residential, commercial, or other uses of, or activity on, the Property inconsistent with the protection of the Property's Conservation Purposes are prohibited. The following uses and activities are permitted, provided such activities are not conducted in a manner that impairs the Conservation Purposes or other significant conservation interests: (i) such activities as can be conducted in permitted structures described in Paragraph 4 below; (ii) the leasing of rights retained by Grantor in Paragraph 4 below; (iii) recreational access to and uses of the Property as described in Paragraph 4 below; or (iv) as otherwise provided for herein.
- (c) <u>Division</u>. The Property is comprised of tract(s)/parcel(s), as described in Exhibit A. Grantor and Grantee agree these tract(s)/parcel(s) are to forever be held as a single and undivided property. Accordingly, the Property shall not be divided or subdivided; any transfer of the Property must include all comprising tract(s)/parcel(s).
- (d) <u>Improvements</u>. The construction or maintenance on the Property of any buildings, structures, or other improvements is prohibited, except as described in Paragraph 4 and as otherwise expressly permitted herein.
- (e) <u>Minerals</u>, <u>Etc</u>. The exploration for, or extraction of, oil, gas, or other minerals, hydrocarbons, soils or other materials on or below the surface of the Property is prohibited.
- (f) <u>Garbage</u>. The dumping or other disposal of trash and garbage whatsoever on the Property is prohibited, except for plant-based biodegradable material generated on the Property.
- (g) <u>Soil Erosion and Water Pollution</u>. Any use or activity that causes or presents a risk of causing soil erosion or water pollution inconsistent with the Conservation Purposes is prohibited.
- (h) <u>Signs</u>. Display of billboards, signs, or advertisements is prohibited on or over the Property, except for the posting of no trespassing signs, signs identifying the Conservation Purposes of the Property, signs identifying Grantor as owner of the Property, directional signs, informational signs about the conservation of the Property, informational signs advertising on-site permitted activities, temporary political signs, and signs advertising the Property for sale or rent provided that any permitted signs are no larger than thirty-two (32) square feet and do not compromise the Conservation Purposes.
- (i) <u>Utilities</u>. The construction or extension of utility systems is prohibited, except as provided in Paragraph 4, below.



- (j) <u>Roads and Trails</u>. Any construction of roads and trails on the Property, or widening of the now-existing roads and trails on the Property is prohibited, except for as provided under Paragraph 4 below.
- (k) <u>Antennas, Radio Towers, Etc.</u> No commercial antennas, radio towers, or the like shall be installed on Property. Small private communication antennas and dishes may be used for radio and television communication on the Property and may be powered by alternative power sources such as solar panels or a small wind generator, so long as they do not impair the Conservation Purposes stated herein.
- (l) <u>Preservation Area</u>. The Property contains Georgia DNR-designated high priority habitats, and other habitat features, as further described below. These existing forested, relatively natural, plant and habitat features are designated for preservation (collectively, the "Preservation Area," depicted on the "Preservation Area Map" of the Baseline Documentation Report). To preserve the Conservation Purposes of the Preservation Area, there shall be no Forestry, Agriculture, clearing or cutting of vegetation or timber, establishment of wildlife foodplots, or construction of any improvements within the Preservation Area, except for Stewardship as permitted herein. Accordingly, at least seventy-five percent (75%) of the tree canopy shall be maintained.
 - (i) <u>High Priority Habitats</u>. The Property contains Oak-Hickory-Pine Forest habitat, and a Stream, significant, relatively natural habitats for fish, wildlife, or plant communities, or similar ecosystem. These habitat types are Georgia DNR-identified "high priority" habitats. As depicted on the Preservation Area Map of the Baseline Documentation Report, this Conservation Easement hereby designates said habitats as a "Preservation Area" and, thus, provides heightened protection as provided for above.
 - (ii) Riparian Buffer. The Property contains a perennial stream that empties into Pole Bridge Creek, a tributary of the South River. This water feature and its associated riparian habitat are hereby designated a "riparian buffer," a type of Preservation Area, and thus, are afforded heightened protection as provided for above. The riparian buffers are afforded this special protection to preserve a permanent, vegetative/forested buffer intended to improve water quality and quantity. The riparian buffer shall extend one hundred (100) feet from the "bankfull edge," defined herein to mean the point at which a streams water level reaches the floodplain, on each side of any perennial or intermittent stream, or at a distance in accordance with the then-suggested Best Management Practices of Georgia whichever is greater. Accordingly, the entire tree canopy cover within said buffers shall be permanently maintained. Said Riparian Buffer is depicted on the Preservation Area Map of the Baseline Documentation Report. Furthermore, there shall be no construction within one hundred fifty (150) feet of any perennial or intermittent stream.
 - (iii) <u>Stewardship</u>. Forestry, Agriculture, clearing or cutting of vegetation or timber, establishment of foodplots, and construction of improvements are all prohibited within the Preservation Area. However, Grantor reserves the right to



undertake the following limited stewardship activities in the Preservation Area for improvement of the ecological functions of the Preservation Area: (i) the removal of nuisance exotic/invasive or non-native species and plants, (ii) the removal of vegetation specified with Grantee's prior written consent, and (iii) the removal of damage caused by storms, insects and other animals, acts of God, disease, fire, unauthorized acts of third-parties and other causes beyond the reasonable control of Grantor. Following the removal of such invasive species or vegetation, as provided for above, Grantor may engage in replanting activities to promote the Conservation Purposes as set forth in this Conservation Easement. Grantor shall provide Grantee with notice of said stewardship activities within the Preservation Area pursuant to Paragraph 5 ("Notices") below.

- (m) <u>Non-Native Invasive Species</u>. Planting of non-native invasive species listed in Category 1, Category 1 Alert, or Category 2 on the "List of Non-Native Invasive Plants in Georgia," developed by the Georgia Exotic Pest Council and identified within the Baseline Documentation Report is prohibited.
- 4. <u>Reserved Rights</u>. Grantor reserves to itself, and to its successors, and assigns, all rights accruing from ownership of the Property including the right to conduct or permit the following activities on the Property, provided such uses and activities are not conducted in a manner that impairs the Conservation Purposes. Without limiting the generality of the foregoing, the following rights are expressly reserved:
- (a) <u>Public Health and Safety</u>. Grantor reserves the right to take action reasonably necessary to protect public health or safety.

(b) Forestry and Agriculture.

(i) <u>Definitions</u>.

- (A) <u>Forestry</u>. "Forestry," as that term is used herein, includes the following: the site preparation, planting, growing, harvesting, gathering, and storing of forest products; the growing and stocking of forest trees of any size capable of producing forest products; commercial and pre-commercial treatments related to the production or management of forest products, including thinning activities, prescribed fire, and the lawful use of herbicides; the processing and sale of products produced on the Property with equipment designed for in-woods processing; the cutting and sale of timber and other forest products; and generally-accepted forest management activities to support the planting, growing, gathering, harvesting, and storing of forest products. Proper notice of timber harvest and/or conversion from timber to agriculture shall be provided to Grantee pursuant to Paragraph 5 ("Notices") below.
 - (1) <u>Prohibited Forestry</u>. Forestry activities not in compliance with the "Land Management Plan" as described herein and within the Preservation Area are prohibited. Any Forestry





activities not in compliance with the laws, Best Management Practices, or Goals as defined herein are prohibited.

- Agriculture Prohibited. "Agriculture," as defined herein is expressly prohibited, except for the cultivation of personal or otherwise small gardens totaling no more than one-half (0.5) acre within the Forestry and Recreation Envelope, as provided by Paragraph 4(b)(ii), below. "Agriculture" includes, but is not limited to, the raising, cultivation, and harvesting of plants, including row crops, pasture grasses, fruit trees, nut trees, and other horticultural crops, as well as sod farming. Also prohibited are the raising and harvesting of domestic farm animals, including but not limited to, cattle, horses, sheep, hogs, goats, and poultry, as well as the operation or use of a slaughtering house, game fencing, game farming, or zoos, as well as industrial or factory-type agricultural operations or by the continuous confinement of domestic farm animals or fish in tightly confined environments for the purpose of raising, feeding, and fattening for market, such as chicken houses, pig lots, feed lots, slaughter houses, or commercial aquaculture. "Concentrated Animal Feeding Operations" (CAFOs), as that term is used by the U.S. Environmental Protection Agency, are expressly prohibited. For reference, see 40 C.F.R. § 122.23 (2003).
- (ii) <u>Forestry and Recreation Envelope</u>. Except as restricted or prohibited herein, Grantor reserves the right to use areas within the "Forestry and Recreation Envelope," as depicted on the "Land Management Map" of the Baseline Documentation Report, for Forestry as described in Paragraph 4(b)(i), subject to the following:
 - (A) Forestry shall be carried out in accordance with the Land Management Plan;
 - (B) Grantor is permitted to harvest (i.e., clear cut, thin, group selection harvest, etc.) the Forestry and Recreation Envelope on the Property, at no more than fifty percent (50%) of the Forestry and Recreation Envelope every five (5) years for the benefit of the forest health and wildlife;
 - (C) Proper notice of timber harvest shall be provided to Grantee pursuant to Paragraph 5 ("Notices") below;
 - (D) Grantor is permitted to cultivate openings, up to one (1) acre, within the Forestry and Recreation Envelope, to enhance and/or protect wildlife habitat, so long as not in locations or in sufficient number to adversely impact or impair the Conservation Purposes protected herein; and
 - (E) Grantor is permitted to cultivate personal or otherwise small gardens totaling no more than one-half (0.5) acre, within the Forestry and Recreation Envelope, so long as not in locations or in sufficient number to adversely impact or impair the Conservation Purposes protected herein.

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- (iii) <u>Goals</u>. Forestry shall be performed in a manner that will not impair the Conservation Purposes of the Property, as hereinafter specified, and in accordance with the following goals: sustainability of soil, air and water quality; maintenance of soil productivity; protection of the Preservation Area; sustainability and improvement of forest health; and conservation of native plant and animal species.
- (iv) <u>Compliance with Laws and Best Management Practices</u>. Forestry shall be carried out in accordance with all applicable local, state, and federal laws and regulations. Forestry activities on the Property are prohibited unless in accordance with best management practices published by the State Forestry Commission or the Soil and Water Conservation Commission, as the case may be.
- (v) <u>Land Management Plan</u>. Forestry shall be carried out in accordance with a written "Land Management Plan" that specifically addresses and is consistent with the terms of this Conservation Easement and the Goals set forth above and takes into consideration the topography and soils of the Property. The Land Management Plan shall be prepared by a qualified person, which may include, but is not limited to, a registered forester, wildlife biologist, agronomist, ecologist, or a similar natural resource professional, within one (1) year of execution of this Conservation Easement. The Land Management Plan shall be updated at least every fifteen (15) years. The Land Management Plan and all updates shall be timely provided to Grantee to ensure consistency with the Conservation Purpose pursuant to Paragraph 5 ("Notices") below.
- Recreational Activities. Grantor reserves to itself the right to engage in, including the right to invite others to engage in, low-impact outdoor recreational activities such as, but not limited to, hunting, shooting, camping, hiking, biking, horse-back riding, picnicking, and gardening, provided they are consistent with the Purpose of this Conservation Easement and do not impair the Conservation Purposes of the Property. These reserved recreational rights include the right to construct, repair, relocate, and remove small "Recreational-Only Structures" on the Property, such as deer stands, hunting blinds, emergency shelters, play structures for children, docks, pavilions, bathrooms, and the like, provided: (i) at no time shall these Recreational-Only Structures be used for residential purposes; (ii) the construction or extension of utility systems for Recreational-Only Structures is prohibited; (iii) each Recreational-Only Structure constructed on the Property must be less than one hundred fifty (150) square feet in total surface area, and no taller than twentyfive (25) feet high, and shall not be in locations or in sufficient number to adversely impact or impair the Conservation Purposes of the Property; (iv) notwithstanding the foregoing, Recreational-Only Structures include one (1) recreational gathering area and one (1) primitive shelter with bathroom, including minimal utilities associated with such use; (v) Recreational-Only Structures placed within the Preservation Area must be limited to those structures that may be easily transported, installed, repackaged and removed as a single unit and shall not attach to the surrounding trees with the use of screws, nails, or the like; and (vi) the construction or use of said Recreational-Only Structures shall not impair the Conservation Purposes of the Property. Further, the Property will not be used as a commercial all-terrain vehicle (ATV) facility. ATVs are permitted provided they are not operated in a manner so as to cause significant erosion, or soil loss, or compromise the ecological



integrity of the Property and its Preservation Area. Notice of any construction of the recreational gathering area or the primitive shelter, including associated paths or minimal utilities, shall be provided to Grantee pursuant to Paragraph 5 ("Notices") below.

- (d) <u>Education and Promotion</u>. Grantor reserves the right to conduct workshops, seminars, tours, educational research, and related programs and activities on the Property for the purpose of promoting the scientific, ecological, environmental, wildlife, scenic, aesthetic, or similar Conservation Purposes of the Property consistent with the Purpose of this Conservation Easement.
- (e) <u>Structures</u>. Grantor reserves the right to have a limited number of structures, as follows:
 - (i) Existing Structures. The following Structures located upon the Property at the time of conveyance of this Conservation Easement are depicted on the Man-Made Features Map of the Baseline Documentation Report: metal gate at entrance, culvert outlet pipe at top of stream, culverted stream crossing, old storm water pond with earthen dam and culvert pipe outlet, silt fence, outfall structure, concrete block building previously used to house the water pump and irrigation control system, and earthen and rock bridge structure with bottomless culvert pipe.
 - (ii) <u>Maintenance of Structures/Man-Made Features</u>. "Existing Structures" referenced under Paragraph 4(e)(i) and other improvements as permitted by the Conservation Easement may be repaired, improved, reasonably enlarged, removed and/or replaced within their respective locations as depicted on the Man-Made Features Map or within the Forestry and Recreation Envelope as depicted on the "Land Management Map" of the Baseline Documentation Report. Notwithstanding the foregoing, the following structure(s) may be removed, but shall not be repaired, enlarged or replaced: silt fence and concrete block building. The sites of removed structures shall be restored to a relatively-natural condition within a reasonable amount of time after a removal. Notice of any construction for the enlargement or replacement of buildings and improvements permitted herein shall be provided to Grantee pursuant to Paragraph 5 ("Notices") below.
 - (A) <u>Impervious Surface Limitation.</u> New construction on the Property causing more than one percent (1%) of the Property's total surface area to be covered by impervious surfaces is prohibited. Impervious surfaces include, but are not limited to, the footprint of all future buildings, structures and/or improvements, roofs, paved areas, and concrete pads. Structure footprints shall be measured along the outermost perimeter of such structures, at ground level or above, including any attached or associated decks, steps, porches or other enclosed or open-air attachments.
 - (iii) <u>Protection of Conservation Purposes</u>. Structure and associated road and utility placement, and any construction shall be performed in such a manner as to minimize interference with the environment and the Conservation Purposes, and shall be done and approved in accordance with all applicable zoning, governmental, and permitting standards and regulations. Structures, roads, and utilities shall not be



placed in locations which impair the Conservation Purposes set forth herein. Construction is prohibited within one hundred fifty (150) feet of any perennial or intermittent stream. Additionally, new construction of structures, roads, impoundments, ditches, dumping, or any other activity that would harm the protected conservation values of such donation is prohibited on such Property. Grantor shall take reasonable steps to minimize runoff from any construction. Any area of the Property disturbed by construction activities shall be restored to a relatively-natural condition within a reasonable time period following completion of said construction. Additionally, any construction or maintenance of fencing which negatively inhibits the flow of wildlife on or across the Property, or otherwise impairs the Conservation Purposes, is prohibited.

- (f) Roads and Trails. Any construction of roads on the Property, or widening of the now-existing roads on the Property, other than those permitted herein, is prohibited in accordance with Paragraph 3 above. This paragraph shall not be interpreted to permit any extraction or removal of surface materials inconsistent with § 170(h)(5) of the Code and the applicable Treasury Regulations.
 - (i) Existing Roads and Trails. Certain Roads and Trails located upon the Property at the time of conveyance of this Conservation Easement are depicted on the Man-Made Features Map of the Baseline Documentation Report. Grantor reserves the right to use and maintain, in a reasonable manner, the roads and trails located upon the Property at the time of conveyance of this Conservation Easement, as follows:
 - (A) Use and maintain existing permeable and non-permeablesurfaced roads now-existing on the Property for activities permitted by this Conservation Easement;
 - (B) Reasonably widen existing permeable and non-permeablesurfaced roads to support Forestry and outdoor recreational activities, as well as to safely support vehicular access to structures permitted herein, so long as such expansion does not compromise the Conservation Purposes;
 - (C) Reasonably widen existing passive recreational trails built to support outdoor recreational activities permitted herein, so long as such expansion does not compromise the Conservation Purposes; and
 - (D) Maintain and formalize ingress and egress access easements with neighboring landowners provided: (i) it does not impair the Conservation Purposes, after consultation with and approval by the Grantee, said approval to be withheld in Grantee's sole discretion.
 - (ii) New Roads and Trails. Provided they are not in locations or in sufficient number to impair the Conservation Purposes of the Property, and that they are in compliance with the Impervious Surface Limitation of Paragraph 4(e)(ii)(A) above, Grantor reserves the right to construct, use, and maintain, in a reasonable number and manner, the following roads and trails, provided proper notice is provided to Grantee

pursuant to Paragraph 5 ("Notices") below:

- (A) Construct permeable-surfaced woods roads and/or firebreaks built in order to safely support vehicles or equipment to manage the Property for Forestry, so long as such activity does not compromise the Conservation Purposes;
- (B) Construct passive recreational trails built for the Grantor to engage in outdoor recreational activities as permitted herein, so long as such activity does not compromise the Conservation Purposes;
- (C) Construct permeable or non-permeable-surfaced roads to safely support vehicles and equipment accessing structures permitted herein, so long as such activity does not compromise the Conservation Purposes; and
- (D) Grantor may clear up to one (1) acre within the Forestry and Recreation Envelope, a portion of which may be impermeable, to support outdoor recreational activities permitted herein, so long as such activity does not compromise the Conservation Purposes.
- (iii) Road Construction, Maintenance and Operation. Construction, maintenance, and operation of new and existing road(s) and trail(s) shall not compromise the Conservation Purposes and specifically the Preservation Area, or cause significant erosion or soil loss, and shall be done and approved in accordance with all applicable zoning, governmental, and permitting standards and regulations. The width of said road(s) and trail(s) includes any area of land disturbance, grading or tree removal for such road(s) and trail(s), and shall be no greater than that minimally necessary to meet any legal requirements or Best Management Practices. or to the extent no legal requirements apply or are lawfully waived, the minimum width necessary to safely support permitted activities. Road and trail construction and maintenance activities not specifically set forth above may be permitted, with the express written consent of Grantee, for the purpose of preventing significant erosion on the Property detrimental to the Conservation Purposes, or otherwise enhancing the Conservation Purposes. Grantor shall provide notice prior to construction or widening of new or existing road(s) and trail(s) permitted herein and prior to formalizing any existing access agreement as permitted herein pursuant to Paragraph 5 ("Notices") below. All existing roads and trails are depicted on the Man-Made Features Map of the Baseline Documentation Report.
- (g) <u>Utilities</u>. Utilities may be constructed and maintained to: (i) serve the Structures and improvements which may be constructed on the Property in compliance with the terms of Paragraph 4 hereof. Such utilities may include alternative energy sources, such as solar panels or wind generators, so long as they are constructed and installed for the purpose of generating energy on the Property for permitted uses on the Property and so long as they are not in locations or in sufficient number to adversely impair the Conservation Purposes of the Property. Certain Utilities located upon the Property at the time of conveyance of this Conservation Easement are depicted on the Man-Made Features Map of the Baseline Documentation Report. Grantor shall provide Grantee with notice of the intent to construct utilities pursuant to Paragraph 5 ("Notices") below.

- (h) <u>Leases</u>. Grantor reserves the right to lease the Property for any use permitted to Grantor under this Conservation Easement, provided that such lease is consistent with and subject to the terms of this Conservation Easement, and notice is provided to Grantee pursuant to Paragraph 5 ("Notices") below. Grantor shall provide notice of this Conservation Easement to all lessees of the Property.
- (i) <u>Participation in Ecological Programs</u>. Grantor reserves the right to participate in, and retain revenue from, future conservation, preservation, or mitigation programs involving ecological assets, including but not limited to, carbon sequestration credits, wetland and stream credits, endangered species credits, water quality credits, and ground water credits, on the Property, so long as such participation is consistent with the terms and Purpose of this Conservation Easement, and notice is provided to Grantee pursuant to Paragraph 5 ("Notices") below.
- (j) <u>Grantor's Exclusive Access and Use</u>. Except as provided herein, Grantor retains exclusive access to and use of the Property.
- (k) <u>Grantor's Fee Ownership Rights</u>. Except as limited in this Conservation Easement, Grantor reserves all rights as fee owner of the Property, including without limitation, the right to use the Property for all purposes not inconsistent herewith.
- 5. <u>Notice of Intention to Undertake Certain Permitted Actions</u>. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the Purpose of this Conservation Easement. Notice is required in the following situations:
 - (i) Whenever Grantor exercises the following reserved rights set forth in Paragraph 4: any permitted activities which remove standing timber from the Property; construction of structures, roads or trails; stewardship activities within the Preservation Area; entering into leases (including hunting rights); or participation in ecological programs;
 - (ii) Whenever Grantor seeks to undertake an action that may have an adverse impact on the Conservation Purposes set forth herein;
 - (iii) Prior to commencement of any proceeding of or before any governmental agency which may result in a license, permit, or order for any demolition, alteration or construction on the Property;
 - (iv) If Grantor receives notice of a condemnation action;
 - (v) Prior to any sale or other transfer of the Property, or a portion thereof; or
 - (vi) As otherwise required under Treas. Reg. §1.170A-14(g)(5)(ii).

Whenever notice is required, Grantor shall notify Grantee in writing not less than forty-five (45) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose of this Conservation Easement.

6. <u>Grantee's Approval</u>. Where Grantee's approval is required, Grantee shall grant or Page 15



withhold its approval in writing. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the Purpose of this Conservation Easement. If Grantee does not respond to the landowner's Notice to exercise a reserved right, the request being made by the landowner is deemed denied.

- Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation 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 Conservation Easement, to restore the portion of the Property so injured to its condition at the time Grantor conveyed this Conservation Easement to Grantee. 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 Conservation Easement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Purposes, then Grantee may pursue its remedies under this section after its good faith efforts to provide emergency notice to Grantor and without waiting for the period provided for cure to expire. Grantee may seek to enjoin the violation by temporary or permanent injunction and to recover any damages to which it may be entitled upon violation of the terms of this Conservation Easement or injury to any Conservation Purposes herein protected, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. 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. Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- 8. Mediation. Grantor and Grantee agree that mediation is a cost-effective and preferred method of dispute resolution in many circumstances. If a dispute arises between the parties concerning any proposed use or activity on the Property, Grantor agrees not to proceed with the use or activity pending resolution of the dispute, and the parties shall first consider resolution through mediation. If resolution through mediation is agreed upon, both Grantor and Grantee will select the mediator. If Grantor and Grantee cannot agree on a mediator, their proposed mediators will appoint a third mediator who will mediate the dispute. Mediation is not required if Grantee determines there has been a breach by Grantor of the terms of this Conservation Easement or Grantee determines that immediate action is required to prevent or mitigate damage to the Conservation Purposes. Nevertheless, mediation pursuant to this Paragraph shall be voluntary, and this Paragraph shall not be interpreted as precluding or limiting the parties from seeking legal or equitable remedies through means other than mediation. In particular, Grantee need not seek mediation if Grantee determines





that the Conservation Purposes of the Property have been impaired or interfered with.

- 9. <u>Costs of Enforcement</u>. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement shall be borne by Grantor, provided that Grantee prevails in any action to enforce the terms of this Conservation Easement. If Grantor prevails in any action to enforce the terms of this Conservation Easement, each party shall bear its own costs of suit, including, without limitation, reasonable attorneys' fees.
- 10. <u>Grantee's Forbearance</u>. Any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation 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.
- 11. <u>Waiver of Certain Defenses</u>. Grantor hereby waives any defense of laches, estoppel, or prescription.
- Acts Beyond Grantor's Control. Grantor is responsible for the acts and omissions of 12. persons acting on their behalf, at their discretion, or with their permission, and Grantee shall have the right to enforce against Grantor for events or circumstances of non-compliance with this Conservation Easement resulting from such acts or omissions. However, as to the acts or omissions of third parties other than the aforesaid persons, Grantee shall not have a right to enforce against Grantor unless Grantor is complicit in said acts or omissions, fails to cooperate with Grantee in all respects to halt or abate the event or circumstance of non-compliance resulting from such acts or omissions, or fails to report such acts or omissions to Grantee promptly upon learning of them. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property caused by wildfire, flood, storm, and earth movement, or other natural disaster, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate injury to the Property resulting from such causes. Nothing herein shall be construed to preclude Grantor's and Grantee's rights to recover damages from any third party for trespass, vandalism, or other violation of their respective rights in this Conservation Easement and the Property. To that end, Grantee shall have the right, but not the obligation, to pursue all legal and equitable remedies provided by this Conservation Easement against any third party responsible for an event or circumstance of non-compliance with this Conservation Easement and Grantor shall, at Grantee's option, assign Grantor's right of action against such third party to Grantee, join Grantee in any suit or action against such third party, or appoint Grantee as Grantor's attorney-in-fact for the purpose of pursuing an enforcement suit or action against such third party.
- 13. <u>Access</u>. No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement.
- 14. <u>Costs and Liabilities</u>. 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.





- 15. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by appropriate authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee shall have no liability for the payment of Taxes, if any, levied upon or assessed against this Conservation Easement. Grantee is authorized, but in no event obligated, to make or advance any payment of taxes, upon ten (10) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and, until paid by Grantor, the obligation created by such payment shall bear interest at the lesser of five percentage points over the prime rate of interest from time to time charged by the largest banking institution in Georgia or the maximum rate allowed by law.
- 16. <u>Hold Harmless</u>. Grantor shall 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 the "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation reasonable attorneys' fees, arising from or in any way connected with: (i) 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 to the negligence or willful misconduct of any of the Indemnified Parties; and (ii) the existence or administration of this Conservation Easement, unless due to the negligence or willful misconduct of any of the Indemnified Parties. If Grantor allows the general public to utilize the Property, it will maintain general liability insurance on the Property with reasonable policy amounts to insure risks associated with public use and shall list Grantee as an additional insured on said policy.
- Grantee that the Purpose of this Conservation Easement be carried out in perpetuity. If circumstances arise in the future that render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction pursuant to O.C.G.A. § 44-10-4(c). The amount of the proceeds to which Grantee shall be entitled, shall be determined in accordance with the Proceeds paragraph below. Grantee shall use all such Proceeds in a manner consistent with the Purpose of this Conservation Easement in accordance with Treas. Reg. § 1.170A-14(g)(6)(i).
- 18. <u>Condemnation</u>. If this Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to that portion of the proceeds from the Property's subsequent sale, exchange, or involuntary conversion in accordance the Proceeds paragraph below, and Grantor and Grantee agree to join in all necessary and appropriate actions to recover the full value of such condemnation, including all incidental damages. Grantee shall use all such Proceeds in a manner consistent with the Purpose of this Conservation Easement in accordance with Treas. Reg. § 1.170A-14(g)(6)(i)
 - 19. <u>Proceeds</u>. This Conservation Easement constitutes a real property interest,



immediately vested in Grantee at the time Grantor conveys this Conservation Easement to Grantee. As required under Treas. Reg. § 1.170A-14(g)(6)(ii), the parties stipulate to have a current fair market value determined by multiplying the fair market value of the Property unencumbered by this Conservation Easement by the ratio of the value of the Conservation Easement at the time of this conveyance to the value of the Property at the time of this conveyance without deduction for the value of the Conservation Easement. The value of this Conservation Easement at the time of this conveyance, and the value of the Property at the time of this conveyance without deduction for the value of the Conservation Easement, shall be determined according to that certain property appraisal report, on file at the office of the Grantee, prepared on behalf of Grantor to establish the value of this Conservation Easement for purposes pursuant to § 170(h) of the Code. For the purposes of this Paragraph, the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant.

- 20. Assignment. This Conservation Easement is transferable as more particularly set forth in this Paragraph. Grantee may assign its rights and obligations under this Conservation Easement only to a qualified organization, as defined in § 170(h)(3) of the Code (or any successor provision then applicable), and the applicable regulations promulgated there under, and authorized to acquire and hold conservation easements under §§ 501(c)(3) and 170(h) of the Code (or any successor provision then applicable) at the time of such assignment. Prior to such assignment, Grantee must notify Grantor of the proposed assignment and assignee. In the event that Grantee ceases to be a qualified holder of this Conservation Easement, as defined by O.C.G.A. § 48-7-29.12 (a) (6), this Conservation Easement may be assigned in accordance with this Paragraph. This Conservation Easement is assignable exclusively by Grantee, subject to Grantor's reasonable approval authority over proposed assignee, but said approval shall not be unreasonably withheld. As a condition precedent to any such transfer, Grantee shall require its successors and assigns to enter into a specific written agreement to be bound by this Conservation Easement, which written agreement shall state that the Purpose this Conservation Easement is intended to advance shall continue to be carried out by such transferee. A copy of each such assumption shall be sent to Grantor or the heirs, executors, administrators, personal representatives, successors, or assigns of Grantor.
- 21. <u>Subsequent Transfers</u>. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property (excluding new liens or mortgages), including without limitation a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least forty-five (45) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.
- 22. <u>Notices</u>. Any notice, demand, request, consent, approval, or communication that either party desires, or is required, to give to the other hereunder shall be in writing and either served personally or sent by nationally-recognized, overnight, courier service or U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follows, or to such other address(es) as may be specified by any such party to the other hereunder by written notice delivered in accordance with this Paragraph:

To Grantor:

Joffe DeKalb 67, LLC

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Attn.: Mr. Howard B. Joffe 2233 Peachtree Road, N.E.

Suite 303

Atlanta, Georgia 30309

To Grantee:

Georgia-Alabama Land Trust, Inc.

Attn.: Executive Director 226 Old Ladiga Road Piedmont, Alabama 36272

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given or received on the date of delivery if personally served or if delivered by nationally-recognized, overnight, courier service, or on the date indicated on the return receipt if sent by U.S. registered or certified mail as described above. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice given on the date of mailing.

- 23. <u>Recordation</u>. Grantor and Grantee agree that this Conservation Easement shall be promptly recorded in the official records of DeKalb County, Georgia. Grantee also retains the right to re-record this Conservation Easement at any time as may be required to preserve its rights in this Conservation Easement.
- 24. Special Amendment Notice Provision regarding acceptance under the Georgia Conservation Easement Tax Credit Program. In the event that this Conservation Easement is accepted under the Georgia Conservation Tax Credit Program and Grantor receives tax credits associated with said acceptance, then Grantor shall notify the Georgia Department of Natural Resources ninety (90) days in advance of any potential amendment. According to the Georgia Department of Natural Resources policies in effect at the time of this Conservation Easement, the Department has ninety (90) days to comment on any requested amendment and has approval authority over said amendment. If Grantor does not participate in the Georgia Conservation Tax Credit Program, then this Notice Provision related to the Georgia Department of Natural Resources is not applicable or required.
- 25. Section 2031(c) Federal Estate Tax Exclusion. Grantor and Grantee agree that the rights and activities reserved and permitted hereunder relating to recreational activities are consistent with the Conservation Purpose outlined in § 170(h) of the Code. Grantor believes that such rights and activities do not constitute more than a "de minimis" use of the Property for "commercial recreational activities" as those terms are used in § 2031(c) of the Code. This finding notwithstanding, and in the event a contesting party questions this finding, and solely for the purpose of qualifying the Conservation Easement for the estate tax exclusion and any expansion thereof under § 2031(c) of the Code, or its successor provisions, Grantor (including Grantor's estate, successors, and assigns) may elect in writing in recordable form to release and terminate otherwise reserved and permitted "commercial recreational activities" either inter vivos or, alternatively, post mortem, in accordance with § 2031(c), and to the extent permitted by said § 2031(c), if necessary to qualify for the Conservation Easement estate tax exclusion under § 2031(c). Any such election to be recorded in the public records of DeKalb County, Georgia.



26. <u>Development Rights</u>. Grantor and Grantee agree that all development rights, except those associated with the structures and/or improvements noted in Paragraph 4 above, that are now or hereafter allocated to, implied, reserved, or inherent in the Property are terminated and extinguished, and shall not be used on or transferred to any other property not within the Property or used for the purpose of calculating permissible lot yield of the Property or any other property.

27. General Provisions.

- (a) <u>Controlling Law</u>. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Georgia.
- (b) <u>Liberal Construction</u>. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the Purpose of this Conservation Easement and the policy and purpose of O.C.G.A. §§ 44-10-1, et seq. Grantor and Grantee acknowledge that each party has reviewed and revised this instrument and agree that the rule of construction providing that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this instrument. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- (c) <u>Severability</u>. In the event any provision of this Easement is determined by the appropriate court to be void and unenforceable, all remaining terms will remain valid and binding.
- (d) <u>Entire Agreement</u>. This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements, all of which are merged herein.
- (e) <u>No Forfeiture</u>. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- (f) <u>Joint Obligation</u>. The obligations imposed by this Conservation Easement upon Grantor shall be joint and several.
- (g) <u>Successors and Assigns: Covenants, Etc. Run With Land.</u> The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns, and shall continue as an easement and servitude running with the Property in perpetuity and enforceable against Grantor and all present and future owners, tenants, and other holders of any interest in the Property. The benefits herein conferred upon Grantee shall be in gross and assignable by Grantee, but only in accordance with the Assignment provision of this Conservation Easement. The terms "Grantor" and "Grantee," when used herein, shall be deemed to refer to Grantor or Grantee, as the case may be, and its personal representatives, heirs, executors, administrators, successors, and assigns.
 - (h) <u>Termination of Rights and Obligations</u>. A party's rights and obligations
 Page 21

under this Conservation Easement terminate upon transfer of the party's interest pursuant to the terms of this Conservation Easement, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

- (i) <u>Captions</u>. 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.
- (j) <u>Counterparts</u>. 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.
- (k) <u>Grantor's Representations and Warranties</u>. Grantor hereby represents and warrants that Grantor is seized of the Property in fee simple, and that any and all financial liens or financial encumbrances existing as of the date of this Conservation Easement have been subordinated; and that Grantee and its successors and assigns shall have the use and enjoyment of all the benefits derived from and arising out of this Conservation Easement.
- (l) <u>Tax Deduction</u>. Grantee makes no warranty, representation or other assurance regarding the availability, amount or effect of any deduction, credit, or other benefit to Grantor or any other person or entity under United States or any state, local or other tax law to be derived from the conveyance of this Conservation Easement, or other transaction associated with the conveyance of this Conservation Easement. The conveyance of this Conservation Easement is not conditioned upon the availability or amount of any tax deduction, credit or other benefit. Grantee makes no warranty, representation or other assurance regarding the value of this Conservation Easement donation or of the Property. As to all of the foregoing, Grantor is relying upon Grantor's own legal counsel, accountant, financial advisor, appraiser or other consultant and not upon Grantee or any representative, legal counsel, accountant, financial advisor, appraiser or other consultant of Grantee.
- (m) Environmental Representations. Grantor covenants and represents that, to the best of its knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are no underground storage tanks located on the Property. 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 shall 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 therefore. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability to 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 any corresponding state statute.



- (n) <u>Authority to Execute</u>. The individual signing below, executing this Easement on behalf of Grantor, represents and warrants to Grantee possession of the legal capacity and authority to execute and deliver the Easement and related documents, thereby binding Grantor.
- Baseline Documentation Report, Exhibit "B". In order to establish a present (0)condition of the Conservation Purposes so as to be able to properly monitor future uses of the Property, assure compliance with the terms hereof, and to provide "Documentation" within the meaning of Treas. Reg. § 1.170A-14(g)(5)(i), Grantee has caused to be prepared the Baseline Documentation Report dated December 21, 2018. Grantor and Grantee acknowledge and agree that, in the event that a controversy arises with respect to the nature and extent of Grantor's historical and present use or the physical condition of the Property subject to this Conservation Easement, the parties may look beyond the Baseline Documentation Report, if necessary, to other relevant or material documents, surveys, reports, and other evidence showing conditions at the time of execution of this Conservation Easement to assist in the resolution of the controversy. Any characterization of the terms of this Conservation Easement contained in the Baseline Documentation Report shall not be interpreted so as to alter, amend, or otherwise modify this Conservation Easement. In any conflict or inconsistency between the terms of this Conservation Easement and the Baseline Documentation Report, the terms of this Conservation Easement shall prevail.

28. List of Attached Exhibits.

Exhibit A:

A legal description of the Property

Exhibit B:

Baseline Documentation Report

[The entire Baseline Documentation Report can be

found on file at Grantee's office]

[Remainder of this page left intentionally blank]



TO HAVE AND TO HOLD this Conservation Easement unto Grantee and its successors and assigns, together with all and singular the rights, members, and appurtenances thereof to the same being, belonging or in anywise appertaining, to the only proper use and benefit of Grantee forever. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall not only be binding upon Grantor but also its successors and assigns, and shall continue as an easement and servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor and Grantee have executed this document the day and year written below.

Entered into this a day of December, 2018.

GRANTOR:

JOFFE DEKALB 67, LLC, a Georgia limited liability company

By: JOFFE LAND COMPANIES, LLC, a Georgia limited liability company,

Its: Sole Member

By:

Howard B. Jöffe Its: Sole Member

Signed, sealed, and delivered in the presence of:

(CORPORATE SEAL)

(CORPORATE SEAL)

Witness

Notary Public

STATE OF SEOPEIA

My Commission Expires: Jun 05, 200

(NOTARY SEAL)

Page 24

Greenberg

Entered into this 251 day of December, 2018.

GRANTEE:

GEORGIA-ALABAMA LAND TRUST, INC., a Georgia non-profit corporation

(CORPORATE SEAL)

By: ///

Stephen C. Greenberg

Its: Staff Attorney

Signed, sealed, and delivered in the presence of:

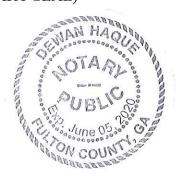
Witness

Notary Public

STATE OF GEORGIA

COUNTY OF FULTON

(NOTARY SEAL)



SCHEDULE OF EXHIBITS

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY EXHIBIT B: BASELINE DOCUMENTATION REPORT

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 74 & 75 OF THE 16TH DISTRICT, DEKALB COUNTY, GEORGIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT #4 REBAR FOUND AT THE COMMON CORNER OF LAND LOTS 54, 55, 74 & 75, SAID POINT BEING THE POINT OF BEGINNING.

THENCE LEAVING THE COMMON CORNER OF LAND LOTS 54, 55, 74 & 75 AND FOLLOWING ALONG THE SOUTHERN LINE OF LAND LOT 55 NORTH 89 DEGREES 59 MINUTES 06 SECONDS EAST A DISTANCE OF 966.52 FEET TO A POINT;

THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST A DISTANCE OF 44.27 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 21 MINUTES 02 SECONDS EAST A DISTANCE OF 1044.49 FEET TO A #4 REBAR SET;

THENCE THE FOLLOWING COURSES:

SOUTH 03 DEGREES 51 MINUTES 01 SECONDS EAST A DISTANCE OF 75.51 FEET TO A #4 REBAR FOUND; THENCE SOUTH 39 DEGREES 11 MINUTES 40 SECONDS WEST A DISTANCE OF 106.37 FEET TO A #4 REBAR FOUND;

THENCE SOUTH 14 DEGREES 46 MINUTES 31 SECONDS WEST A DISTANCE OF 166.59 FEET TO A #4 REBAR FOUND;

THENCE SOUTH 32 DEGREES 18 MINUTES 09 SECONDS WEST A DISTANCE OF 171.66 FEET TO A #4 REBAR FOUND;

THENCE SOUTH 16 DEGREES 54 MINUTES 58 SECONDS WEST A DISTANCE OF 52.36 FEET TO A #4 REBAR FOUND;

THENCE SOUTH 04 DEGREES 22 MINUTES 12 SECONDS EAST A DISTANCE OF 98.17 FEET TO A #4 REBAR FOUND;

THENCE SOUTH 41 DEGREES 11 MINUTES 29 SECONDS EAST A DISTANCE OF 104.13 FEET TO A #4 REBAR FOUND;

THENCE SOUTH 72 DEGREES 41 MINUTES 53 SECONDS EAST A DISTANCE OF 251.53 FEET TO A #4 REBAR FOUND;

THENCE SOUTH 37 DEGREES 53 MINUTES 09 SECONDS EAST A DISTANCE OF 118.05 FEET TO A #4 REBAR FOUND:

THENCE SOUTH 51 DEGREES 37 MINUTES 58 SECONDS WEST A DISTANCE OF 346.10 FEET TO A #4 REBAR FOUND;

THENCE NORTH 71 DEGREES 15 MINUTES 50 SECONDS WEST A DISTANCE OF 113.53 FEET TO A #4



REBAR FOUND;

THENCE SOUTH 85 DEGREES 40 MINUTES 44 SECONDS WEST A DISTANCE OF 140.05 FEET TO A #4 REBAR FOUND;

THENCE SOUTH 65 DEGREES 40 MINUTES 56 SECONDS WEST A DISTANCE OF 176.33 FEET TO A #4 REBAR FOUND;

THENCE NORTH 89 DEGREES 08 MINUTES 14 SECONDS WEST A DISTANCE OF 177.86 FEET TO A #4 REBAR FOUND;

THENCE SOUTH 76 DEGREES 46 MINUTES 37 SECONDS WEST A DISTANCE OF 111.64 FEET TO A #4 REBAR FOUND;

THENCE SOUTH 37 DEGREES 18 MINUTES 04 SECONDS WEST A DISTANCE OF 229.04 FEET TO A #4 REBAR FOUND;

THENCE NORTH 88 DEGREES 03 MINUTES 25 SECONDS WEST A DISTANCE OF 174.79 FEET TO A #4 REBAR FOUND;

THENCE CONTINUING NORTH 81 DEGREES 08 MINUTES 31 SECONDS WEST A DISTANCE OF 388.85 FEET TO A #4 REBAR FOUND;

THENCE CONTINUING NORTH 75 DEGREES 17 MINUTES 18 SECONDS WEST A DISTANCE OF 402.19 FEET TO A #4 REBAR SET;

THENCE CONTINUING NORTH 88 DEGREES 46 MINUTES 13 SECONDS WEST A DISTANCE OF 159.68 FEET TO A #4 REBAR FOUND ON THE WESTERN LINE OF LAND LOT 75;

THENCE FOLLOWING ALONG THE WESTERN LINE OF LAND LOT 75 NORTH 01 DEGREES 13 MINUTES 46 SECONDS EAST A DISTANCE OF 1121.04 FEET TO A #4 REBAR FOUND AT THE COMMON CORNER OF LAND LOTS 54, 55, 74 & 75, SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINS 52.97 ACRES MORE OR LESS.



SCG



EXHIBIT "B"

BASELINE DOCUMENTATION REPORT

[Incorporated herein completely by this reference for all purposes, but not recorded herewith in full due to its length, a complete copy of which is on file at the offices of Grantee]

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APPENDIX B

Baseline Documentation Report for Fairington Tract Dated December 21, 2018

JOFFE DEKALB 67, LLC CONSERVATION EASEMENT "FAIRINGTON TRACT" DEKALB COUNTY, GEORGIA

+/- 52.97 ACRES

PREPARED: DECEMBER 21, 2018

BASELINE DOCUMENTATION REPORT







226 Old Ladiga Road Piedmont, Alabama 36272 256.447.1006

Prepared by:
Barney Crooks, Contractual Conservation Planner
Corblu Ecology Group, LLC

Georgia-Alabama Land Trust, Inc.

CONSERVATION EASEMENT BASELINE DOCUMENTATION REPORT

Easement Name:

Joffe DeKalb 67, LLC

County:

DeKalb County, Georgia

City:

Lithonia, Georgia

Date of Easement:

December 21, 2018

Easement Grantor:

Joffe DeKalb 67, LLC

Attn: Mr. Howard B. Joffe

2233 Peachtree Road, N.E., Suite 303

Atlanta, Georgia 30309

Easement Holder:

Georgia-Alabama Land Trust, Inc.

Attn: Executive Director 226 Old Ladiga Road Piedmont, Alabama 36272

256,447,1006

Documentation Prepared by:

Barney Crooks, Contractual Conservation Planner

Signature:

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Problems Affecting Wildlife Diversity	
Required Frequency of Monitoring for this Easement:	
Condition of Property Summary:	
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Declaration of Property Condition:

Easement Grantor: Joffe DeKalb 67, LLC

Grantor Acknowledgment of Property Condition

This is to certify that I, **Howard B. Joffe**, as authorized representative of **Joffe Land Companies**, LLC, as authorized representative of **Joffe DeKalb 67**, LLC, as Grantor of a Conservation Easement to the **Georgia-Alabama Land Trust**, **Inc.**, on the Property in the County of DeKalb, State of Georgia, to be recorded in the DeKalb County Registry of Deeds, am familiar with the condition of the Property subject to said Conservation Easement and in compliance with Section 1.170A-14(g)(5) of the federal tax regulations, do acknowledge and certify that this Baseline Documentation Report is an accurate representation as of the date of the grant of said Conservation Easement. In any conflict or inconsistency between the Baseline Documentation Report and the terms of the Conservation Easement, the Conservation Easement shall prevail.

By: Joffe Land Companies, LLC a Georgia limited liability company Its: Sole Member By: Howard B. Joffe Its: Sole Member	2-21-18 te:
State of Goodsia	
State of Grocoia County of Fulton	
On 215 day of DECEMBER, 2018 perso above named, Howard B. Joffe , and made oath the acknowledgments made on personal knowledge a	at the foregoing description and
No 314	
Notary Public: Signature	- WAN HADO
DEWAN HAQUE	TAATO
Notary Public: Print Name	
My Commission Expires: 500 05, 200	- June OS

(CD1)

self

Grantee Acknowledgment of Property Condition

This is to certify that I, **Stephen C. Greenberg**, as an authorized representative of the Grantee of a Conservation Easement granted to the **Georgia-Alabama Land Trust**, **Inc**. by **Joffe DeKalb 67**, **LLC**, on the Property in the County of DeKalb, State of Georgia, to be recorded at the DeKalb County Registry of Deeds, am familiar with the condition of the Property subject to said Conservation Easement and, in compliance with Section 1.170A-14(g)(5) of the federal tax regulations, do acknowledge and certify that this Baseline Documentation Report is an accurate representation as of the date of the grant of said Conservation Easement. In any conflict or inconsistency between the Baseline Documentation Report and the terms of the Conservation Easement, the Conservation Easement shall prevail.

∟asement	Grantee:	Georgia-/	Alabama	Land	Trust,	Inc.	

Ву:	SK	Eplien	C	Green	Per	6/	
-	Steph	en C. G	reel	nhera		8	

Its: Staff Attorney

<u>Pecember 21, 2018</u>
Date:

State of EEORGIA

County of FULTON

On 215+ day of DECEMBEC, 2018 personally appeared before me the above named, **Stephen C. Greenberg**, and made oath that the foregoing description and acknowledgments made on personal knowledge are true.

Notary Public: Signature

DEWAN HAQUE

Notary Public: Print Name

My Commission Expires: Ju 05, 2020



Author Acknowledgement of Property Condition

This is to certify that I, Barney Crooks, as a Contractual Conservation Planner, authored the following Baseline Documentation Report for the "Joffe DeKalb 67, LLC" Conservation Easement and that it is, to the best of my knowledge, an accurate description of the physical features and current land uses on the Property. I have been instructed by the Georgia-Alabama Land Trust, Inc., in the methods to document Conservation Easement properties and prepare Baseline Documentation Reports.

Baseline Documentation Report Preparer:	: Barney Crooks
Xallan	1/25/19
Barney Crooks	Date:
Contractual Conservation Planner	

State of Seorgia
County of Gwinnell

Georgia-Alabama Land Trust, Inc.

On the day of anual, 2018 personally appeared before me the above named Barney Crooks, and made oath that the foregoing description and acknowledgments made on personal knowledge are true.

Notary Public: Signature

Notary Public: Print Name

My Commission Expires:

JEANNIE K PIERANNUNZI

Notary Public – State of Georgia Gwinnett County My Commission Expires Jan 21. 2022

Conservation Easement Abstract:

Grantor(s) Contact Information

Name of Easement:

Joffe DeKalb 67, LLC

Contact Information:

Joffe DeKalb 67, LLC Attn: Mr. Howard B. Joffe

2233 Peachtree Road, N.E., Suite 303

Atlanta, Georgia 30309

David Brening 678-925-2509 david@jlandco.com

Easement Size (approximate acreage): +/- 52.97 Acres

Location of Easement:

DeKalb County, Georgia

Restrictions and Retained Rights:

The Property is protected from activities or land uses that would have a detrimental effect on the Conservation Values of the Property set forth in the Conservation Easement. Pursuant to the terms of the Conservation Easement, the Land Trust retains the right to visually inspect the Property, in a reasonable manner and at reasonable and regular times, in order to verify the compliance with the Conservation Easement.

Reserved Rights: The Grantor's rights to use the Property, as specifically set forth in the Conservation Easement, which are not inconsistent with the Property's Conservation Purpose.

Reserved rights are set forth in the Conservation Easement.

Restrictions: Activities inconsistent with the Property's Conservation Purpose or otherwise restricted under the terms of the Conservation Easement are Prohibited.

Man-Made Features:

The Conservation Easement contains the following improvements:

- Structures
 - Metal Gate at entrance
 - o Culvert outlet pipe at top of stream. Pipe and rock wingwall structure are damaged due to excessive erosion.
 - o Culverted stream crossing (in disrepair)



- Old stormwater pond with earthen dam and culvert pipe outlet
- Silt fence
- Concrete block building (in disrepair) previously used to house the water pump and irrigation control system for the prior gold course.
- Earthen and rock bridge structure with bottomless culvert pipe for old cart path.
- Roads and Trails
 - A network of old concrete cart paths throughout site. Most are in disrepair or covered with tree litter or dirt.
 - Several woods roads and ATV trails traverse the site.
- Utilities
 - o A sewer line

The man-made features of the Conservation Easement are pictured in the Photograph Section of Appendix 2, and illustrated on the Man-Made Features Map in Appendix 3 of this Report.

Concise Summary Statement of Easement Purposes:

The purpose of this Conservation Easement is:

- Preservation of open space (including farmland and forest land), pursuant to federal, state or local policies. This Conservation Easement will benefit the general public in the State of Georgia by preserving valuable high priority habitat in furtherance of state habitat and land management goals.
 - The Georgia Department of Natural Resources (GA DNR), Wildlife Resource Division's Georgia State Wildlife Action Plan (GSWAP)
 - o DeKalb County 2035 Comprehensive Plan (February, 2017)
- Protection of a significant, relatively natural habitat of fish, wildlife or plants, or similar ecosystems, including but not limited to rare, threatened and/or endangered species and promotion of the GSWAP. The GSWAP identifies at risk species, high priority habitats, and high priority waters for conservation. The Property contains habitats which have been deemed High Priority Habitat in the Ridge and Valley Ecoregion. Protection of these habitats will ensure they remain, supporting flora and fauna within the region, and will further the goals of GSWAP.
 - The Property contains Oak-Hickory-Pine Forest habitat, a GSWAP-identified High Priority Habitat. Furthermore, the Property is adjacent to Pole Bridge Creek, a tributary of South River. Moreover, the Property is in the metropolitan Atlanta area, and constitutes wooded open space within this densely populated and highly developed urban and suburban region. As depicted on the Preservation Area Map of the Baseline Documentation Report, said habitat is designated herein as a Preservation Area and, thus, is afforded



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heightened protection under this Conservation Easement. Accordingly, this Conservation Easement protects significant, relatively-natural habitat of fish, wildlife, plants or similar ecosystem, consistent with § 170(h)(4)(A)(ii) of the Internal Revenue Code.

- Preservation of open space for the scenic enjoyment of the general public.
 - The Property is viewable from Fairington Parkway. Protection of the Property will provide an open vista for the public traveling upon and enjoying the scenic vista from said road, as well as to ensure the protection of open forest and providing relief from future urban encroachment and development.
 - o The Property is located in close proximity to several other conserved properties. Hardwood and pine forested habitats are viewable by general public traveling along Fairington Parkway. Protection of the Property is part of a larger effort to insure a scenic view of agricultural and forest land for the public's visual as well as recreational enjoyment.

Target Elements:

- Protection of the GSWAP designated high priority species, habitats and waters through "Preservation Area" habitat protection while promoting a healthy forest habitat, maximizing greenspace and augmenting wildlife corridors.
 - Protection of the "high priority habitats" referred to as Oak-Hickory-Pine Forest.
 - Protection of the water quality, habitat, and tributaries of Pole Bridge Creek and the Pole-Bridge Creek-South River watershed (HUC 12).
 - Species of concern include the federally and state endangered/threatened Michaux's sumac, black spored quillwort, Altamaha shiner, Bachman's sparrow, poolsprite, dwarf hatpins, bay star-vine, granite stonecrop, Georgia aster, among others.
- Protection of forestland from conversion to non-forest uses, to protect biological diversity and riparian habitats, and to preserve forest lands for present and future timber production.
- Protection of the hardwood forests in order to protect and promote the
 declining populations of migratory birds. The Property is located within a major
 spring migration route and offers suitable habitat to Neotropical migratory
 birds, birds of prey, and waterfowl species for wintering and breeding
 stopovers, as well as year-round habitat to residential species.
- The Property is located on Fairington Parkway in close proximity to several other conserved properties. Hardwood and pine forest habitats are viewable by general public traveling along Fairington Parkway. Protection of the



Property is part of a larger effort to insure a scenic view of agricultural and forest land for the public's visual as well as recreational enjoyment.

 The Property is in close proximity to Lithonia, Georgia, subjecting the Property to development pressure. Protection of this Property will ensure that habitat will remain a part of DeKalb County's landscape.

Potential Threats to Ecological Integrity

The primary threat to the Property is encroachment of development, resulting in forest conversion, habitat fragmentation, erosion, and stormwater runoff. The Property contains a diversity of habitats, including high priority habitats. The destruction of these habitats due to development would negatively impact the huge number of species (including multiple species of concern) that depend upon them. Additionally, the destruction of habitat would negatively impact the entire surrounding area as the large tracts of contiguous habitat become further fragmented.

Development of the property would lead to increased erosion and stormwater runoff as impervious surfaces replace the natural pervious surfaces. The water use classifications of wildlife and plant habitat, fishing, recreation, and drinking water are potentially threatened in water bodies by erosion and loading of sediment, which can alter stream morphology, impact habitat, and reduce water clarity. The Ocmulgee River, South River, Pole Bridge Creek, and its tributaries are primarily vulnerable to point and non-point pollution contamination and sedimentation, potentially impacting water quality in the region. Protection of this Property will protect surrounding waters from these pollutants by preventing encroachment of development and the associated increase in impervious surfaces and stormwater runoff. Additionally, protection of the Property will ensure the maintenance of healthy forests and riparian zones, which reduce erosion and maintain ideal stream habitats.

Protection of the Property's upland and riparian forests will do much towards permanently sheltering streams from sedimentation, erosion, and pathogen input, as well as protect the groundwater recharge from these streams and wetlands.

Problems Affecting Wildlife Diversity

One of the primary factors impacting habitats and species in the Piedmont is the rapid pace of residential and commercial development. These development pressures have resulted in the loss or fragmentation of a number of habitats, including bottomland hardwood forest, oak-hickory-pine forest, granite outcrops, and mesic hardwood forest. Much of this is due to the development of new



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industrial and commercial sites along interstate highways and other major highways.

Metropolitan Atlanta is the ninth-largest metropolitan statistical area in the United States, with an estimated 2013 population of 5.49 million. Continued expansion of the Atlanta metropolitan area has resulted in development of subdivisions, roads, utility corridors, and retail centers. Other metropolitan areas experiencing significant growth in this region include Augusta, Gainesville, Columbus, and Athens.

Point-source discharges into streams in this region include wastewater industrial facilities, and municipal treatment facilities. According to EPD stream monitoring data for 2012, 42% of streams meet designated uses (based on percentage of total monitored stream miles); 57% do not support designated uses, with 1% pending assessment. The percentage of streams supporting designated uses in the Piedmont is second highest of the five ecoregions.

Former conversion of forest and woodland habitats to agricultural uses resulted in the loss of most of the original upland forest (generally described as oak-hickory-pine forest, but containing a wide variety of subtypes) in this region. In addition, erosional soil losses buried many floodplains and river shoals in up to 12 feet of silt. Many of these habitats have recovered partially in the intervening decades. For example, reductions in the rates of sedimentation have resulted in reemergence of shoals in several areas of the Piedmont. However, reductions in streamflow fluctuations by upstream dams have resulted in isolation and dewatering of floodplains in many areas of this ecoregion. Restoration of more natural hydrologic conditions, maintenance of vegetated stream buffers, and continued improvements in erosion and sedimentation control are essential to the protection of aquatic diversity in this ecoregion.

Conversion of remaining upland hardwood and pine-hardwood forests to pine plantations also presents problems for wildlife. Specific problems associated with this forest conversion include loss of vegetative structural diversity and nesting sites, decline in hard and soft mast production, loss of understory and groundcover species diversity, and physical disturbance of habitat for organisms found in leaf litter or soil. The Pine Mountain region has experienced a decline in montane longleaf pine-hardwood forest as a result of conversion to loblolly pine plantations over several decades. However, some harvested loblolly pine stands have been replanted in longleaf pine in recent years.

Fire suppression is also a significant problem in this region. The remarkable expansion of residential and commercial development zones from urban centers into surrounding suburbs has resulted in many fire-dependent habitats being surrounded by highways, subdivisions, or retail centers. Concerns about smoke management, air quality, and damage to structures make it difficult to implement prescribed burn plans for these habitats. For example, while a fire plan has been



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developed for Kennesaw Mountain National Military Park, concerns about smoke management problems and potential damage to historic structures and monuments in the park represent major impediments to implementation of the plan. Throughout the region, a lack of fire has resulted in the decline in the extent and quality of habitats such as oak-pine-hickory forest, oak woodlands and savannas, montane longleaf pine-hardwood forest, serpentine outcrops/woodland/savanna, and canebrakes.

Invasive nonnative species pose significant problems to habitats in this region. The Asiatic clam and feral hogs are examples of exotic animal species. Most river floodplains and valleys in the Piedmont are overrun with exotic plants such Chinese privet and Nepalese browntop. Japanese honeysuckle, kudzu, and autumn olive are major components of the understory in many upland forest stands.

For some high priority species and habitats, unmanaged recreational use represents a serious problem. In the Piedmont, river shoals have traditionally been sites of concentrated recreational use (e.g., fishing, picnicking). Today, many of these shoal areas are being heavily impacted by ATV and ORV traffic as well as littering. Use of motorized vehicles or horses on granite outcrops can result in significant impacts to plant communities, substrates, and rare species associates.

Construction of dams or other structures altering stream flow represents another significant problem for aquatic species in this region. The Piedmont is the primary region of water supply reservoir construction in Georgia. These impoundments threaten the viability of populations of native aquatic species, including rare species such as the Cherokee darter, Etowah darter, and bluestripe shiner. The various impacts to these aquatic fauna from impoundments include direct loss of lotic habitat, barriers to dispersal, alteration of instream flows, and impaired water quality (altered temperature and dissolved oxygen regimes).

Incompatible road and utility corridor management represent potential threats for some high priority plants of open areas, such as Georgia rockcress, Georgia aster, harperella, and pool sprite. Indiscriminant use of herbicides or excessive ground disturbance along roads and in utility corridors may impact adjacent terrestrial and aquatic habitats. Vegetation management programs should be planned and implemented in a way that minimizes impacts to rare plant populations occurring in the road right-of-way or utility corridor.

Encroachment of vegetated stream buffers and general loss of permeable watershed surfaces are particularly significant problems in this ecoregion, due to intense development pressures and the resulting rapid increase in density of roads, utility corridors, lawns, and parking areas near streams. In many areas, the amount of impermeable surface in the local watershed provides very little capacity for amelioration of nonpoint source pollution, leads to flash flooding and streambank scouring, and greatly diminishes groundwater recharge capacity.



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Required Frequency of Monitoring for this Easement:

Monitoring will occur on an annual basis given reasonable notice per the terms of the Conservation Easement.

Condition of Property Summary:

Prior Land Use:

Previously, the Property was utilized as a golf course and country club facility. Based on reviews of historical aerial photographs, this facility closed between 1999 and 2003 and all buildings and facilities were removed from the Property by 2003. The Property has been left vacant since 2003 and the open areas have naturally revegetated with volunteer pine and hardwood species. The large pine-hardwood stand on the western portion of the Property appears to have been harvested in 2013, leaving a sparse overstory of upland hardwood trees. Remnants of the cart paths and streets from the previous facility are still present throughout the Property.

Cultural and Historical Resources: A search of Georgia's Natural, Archaeological, and Historic Resources Site (NARGHIS) did not reveal any known cultural or historical resources on the Property. Two historic resources are located within approximately 0.1 miles west and 0.2 miles south of the Property. The resource to the west is a single family craftsman dwelling constructed in 1900, which is located within a forested area. The conservation of the Property will insure the preservation of the viewshed of this resource. The recorded location of the resource to the south is situated within a newly constructed residential development, therefore, this resource is no longer present.

During the field survey the following conditions were observed or noted:

dring the held salvey the following conditions were observed	or noteu.
Structures or former structures that potentially contained hazardous materials or residue thereof:	None.
Impoundments, such as lagoons or ditches, that potentially contained hazardous liquids:	None.
Abandoned Storage tanks:	None.
Above Ground Storage Tanks:	None.
Electrical cables and Transformers above / below ground:	None.
Abandoned surface or hydrocarbon mines:	None.
Drains, Sumps, Pits, Ditches, Pools:	None.
Odors, Stains, Corrosion, Stressed Vegetation:	None.

The individual performing this Environmental Checklist shown is neither qualified nor liable for failure to detect or identify possible environmental factors and hazards on the subject Property. This Environmental Checklist, as well as this entire report must not be considered, under any

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circumstances, to be an environmental site assessment of the subject Property, as would be otherwise performed by an environmental professional.

Current Land Use:

The Property is currently completely forested and appears to be used for recreational purposes only. A mixture of stand types are present on the site, including upland hardwood, pine-hardwood riparian, pine-hardwood uplands, pine plantation, and young pine regeneration. Two small open areas are present on the north-central portion of the Property. One stream starts at a culvert pipe in the north-central portion of the Property and flows southeast until it exits the Property and empties into Pole Bridge Creek. An old stormwater pond is located on the lower portion of the stream, but this pond is no longer functioning and has converted into an emergent wetland. Remnants of the cart paths and streets from the previous facility are still present throughout the Property, but are steadily being overgrown and converting back to a natural state.

Physical Environment:

Ecoregion: The physical environment of the subject Property is described using the Environmental Protection Agency's (EPA) Ecoregion Descriptions. Ecoregions denote areas of general similarity in ecosystems and in the type, quality, and quantity of environmental resources.

The Property is located in an area categorized as an EPA Level III Ecoregion called the Piedmont Ecoregion. This region comprises a transitional area between the mountainous ecoregions to the northwest and the relatively flat Coastal Plain to the southeast. Geologically, it is a complex mosaic of Precambrian and Paleozoic metamorphic and igneous rocks with moderately dissected plains and isolated monadnocks (rounded hills). The soils tend to be finer-textured than in the coastal plain ecoregions. Once largely cultivated, much of this region has reverted to pine and hardwood woodlands, and, more recently, to sprawling urban and suburban areas. Subdivisions of the Piedmont ecoregion in Georgia include the Southern Inner Piedmont, the Southern Outer Piedmont, the Carolina Slate Belt, the Talladega Upland, and the Pine Mountain Ridges.

The Property is more precisely situated in the Southern Lower Piedmont subdivision of the Piedmont Ecoregion. The Southern Lower Piedmont ecoregion has lower elevations, less relief, and less precipitation than the Southern Upper Piedmont. Loblolly-shortleaf pine is the major forest type, with less oak-hickory and oak-pine than in the Southern Upper Piedmont. The southern boundary of the ecoregion occurs at the Fall Line, where unconsolidated coastal plain sediments overlay the metamorphic and igneous rocks of the Piedmont.

Much of the above information is included in Table 1 of Appendix 5 which presents a summary of the EPA Level III and IV Piedmont Ecoregion. The proximity and range



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of the ecoregions in Georgia are illustrated in the Georgia Ecoregions Map located in Appendix 3.

Hydrology: The Property lies within the Pole Bridge Creek-South River subwatershed (HUC 12) of the Upper South River watershed (HUC 10), which is part of the Upper Ocmulgee sub-basin (HUC8) of the Altamaha Basin (HUC6). The Altamaha River flows directly into the Atlantic Ocean.

The Easement Property is situated in southeast DeKalb County, near Pole Bridge Creek. The drainages of the Property drain into Pole Bridge Creek. Pole Bridge Creek drains into the South River, about 3.8 miles south of the Property, which drains into Jackson Lake. The South River and the Alcovy River merge to form Jackson Lake and the Ocmulgee River below. The Ocmulgee River flows into the Altamaha River, which flows into the Atlantic Ocean.

Significant to the Property's hydrology is one perennial stream, a High Priority Habitat. This stream drains the western two-thirds of the site and empties into Pole Bridge Creek. This stream has a forested riparian area that consists of an overstory dominated by mature loblolly pines with a mid-story of tulip poplar, water oak, green ash, sycamore, and red maple. The understory consists of saplings, shrubs and herbaceous species including black willow, redbud, sweetgum, wlllow oak, Chinese privet, autumn olive, switchcane, and muscadine grape.

The diverse fish fauna of the Ocmulgee River Basin includes 105 species representing 21 different families. The carp and minnow family, Cyprinidae, is the largest family in the basin with 27 species. Minnows are generally small fish and are very important to the aquatic food chain as food for larger fishes, reptiles, and birds. Carp grow larger and anglers occasionally seek them for food. The sunfish family, Centrarchidae, is the second largest family with 22 species. Many of its members and those in the catfish family, Ictaluridae, are highly prized by anglers. The Ocmulgee River Basin contains 10 species of catfish. The sucker family, Catostomidae, contributes eight species to the overall fish fauna. Even though suckers are not highly sought by anglers, they are ecologically important because they often account for the largest fish biomass in Georgia streams. In the lower Ocmulgee River, suckers made up 42 percent of the total biomass in mainstream and 34 percent in slough samples. According to the state list of protected fish species, the Ocmulgee River Basin is home to one endangered species Altamaha shiner and two rare species, the goldstripe darter, and redeye chub. Within the lower reaches of the watershed special concern fish species such as the sawcheek darter, golden topminnow, ironcolor shiner, lowland shiner, and federally endangered shortnose sturgeon have known occurrences. Occurrences for mollusks include Ocmulgee marstonia snail, inflated floater mussel, state protected Altamaha arcmussel and federally protected Altamaha spinymussel.



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The Ocmulgee River offers excellent fishing for redbreast sunfish, bluegill, redear sunfish, largemouth bass, black crappie, and channel and flathead catfish. For example, the world record largemouth bass was caught in 1932 from Montgomery Lake, an oxbow lake on the Ocmulgee River in Telfair County. Anglers occasionally catch striped bass in the river. Stripers are usually associated with springs, which they use as cool water refuges. Therefore, protection of these springs is critical to the survival of striped bass in the summer months. The largest tributary to the Ocmulgee River is the Little Ocmulgee River. It is home to many species of freshwater fish and offers good fishing for redbreast sunfish, bluegill, largemouth bass, catfish species, and chain and redfin pickerel.

The Upper South River watershed is home to 1 aquatic animal, 1 terrestrial animal, and 7 plant species of concern, as recognized by the Georgia Department of Natural Resources Wildlife Division. Upper South River watershed (HUC 10) is comprised of seven subwatersheds including Pole Creek-South River subwatershed (HUC 12) which the Property is located. None of the seven subwatersheds have been designated "high priority watersheds" by the Georgia State Wildlife Action Plan (GSWAP). Lake Creek has also been deemed a "high priority species and aquatic community" and Little Cedar Creek a "high priority species stream". The only aquatic animal species of concern known to exist within this watershed is the Altamaha shiner, which is a state threatened species. Altamaha shiners inhabit small tributaries and rivers. They are most often found in small pools with rocky to sandy substrates. Threats to the Altamaha shiner are

principally degradation and impoundment of tributary streams in the upper Altamaha drainage. Stream degradation results from failure to employ Best Management Practices (BMPs) for forestry and



agriculture, failure to control soil erosion from construction sites and bridge crossings, and increased stormwater runoff from developing urban and industrial areas. Fishes that depend upon small crevices to lay their eggs in are especially vulnerable to impacts of excessive sedimentation. The range of the Altamaha shiner includes the rapidly developing Piedmont physiographic province where many streams have become damaged by urban development to the point that they support only a very few hardy, tolerant fishes. The invasive red shiner, if it spreads throughout the Altamaha system, could be a very significant threat to the Altamaha shiner through hybridization and competitive displacement effects.

Protection of this Property will contribute to the health of the Upper Ocmulgee River Basin and the plant and animal habitat it provides. The protection of the Pole Bridge Creek-South River watershed offered by this Conservation Easement will contribute to the water quality, and riparian buffers in these waterways as well as the aquatic insect population by providing shade to keep water temperatures cool and a strong root structure to allow for stream bank stabilization. Management of



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this Property would protect waterways within the Ocmulgee River Watershed pursuant to the goals of the United States Watershed Protection and Flood Prevention Act of 1954. The location of the Property with respect to the local hydrology of the Pole Creek-South River Watershed is illustrated on the Georgia Watersheds Map in Appendix 3.

Geology and Soils: Georgia consists of five distinct geologic provinces. From the oldest to the youngest, Georgia's provinces are the Piedmont, Blue Ridge, Valley and Ridge, Appalachian Plateau, and the Coastal Plain All of these geologic regions extend into the surrounding states, but Georgia is the only state south of Virginia to have all five regions. The Property is located in the Piedmont geologic region.

Georgia's second-largest geographical region is the Piedmont; while it is the second largest in size, it contains the highest population. This hilly region makes up approximately 30 percent of the state and lies between the mountainous regions of north Georgia and the Coastal Plain. Along the southern boundary, the Piedmont sits approximately 500 feet above sea level, but elevations can range up to 1700 feet at the southern edge of the Blue Ridge Mountains. This region consists primarily of rolling hills with many valleys. In some areas the hills are quite tall and almost appear to be mountains themselves.

Large areas of bedrock are found just beneath the earth's surface in the Piedmont and consists of such stone as granite, gneiss, and marble. Piedmont bedrock is usually very hard, not like the sedimentary rock of the Coastal Plain. Because of this, it is normal to see large areas of exposed bedrock - called outcrops - where the soil has been washed away. Other evidence of bedrock can be seen in river beds, along highways, and on some hillsides.

Numerous streams and rivers cross the Piedmont, usually flowing from north to south. Because of the bedrock, streams tend to have shallow beds, with narrow banks. Exposed rocks create rapids - which makes navigation impossible for large boats.

Physiographic provinces are geographic regions with similar landforms, subsurface rock types, and geologic structure and history. As described in the GSWAP, portions of five distinct physiographic and geologic provinces are included within Georgia's borders, including: Cumberland (Appalachian) Plateau, Southern Ridge and Valley, Southern Blue Ridge, Southern Piedmont, East Gulf Coastal Plain, which covers the lower three-fifths of the state, and Sea Island Sections. The Southern Piedmont physiographic province is subdivided into nine districts, including the Winder Slope District which the Property is located within. The gently rolling topography of the Winder Slope District slopes gradually from an elevation of 1000 feet in the north to 700 feet at the southern edge. This district is dissected by the headwater tributaries of the major streams draining to the Atlantic Ocean. Numerous dome-shaped, granitic mountains are located in the interfluves

in the southern and western portion of this district. The stream valleys which are fairly deep and narrow, lie 100-200 feet below the narrow, rounded stream divides. The western boundary follows the drainage divide that separates streams draining to the Atlantic Ocean from those draining to the Gulf of Mexico. The southern boundary approximates the 700 foot elevation where a shape break in regional slope occurs.

The Property is located in the Southern Piedmont Major Land Resource Areas (MLRA) (136). The Southern Piedmont MLRA is underlain by Precambrian and Paleozoic metamorphic and igneous rocks. The dominant metamorphic rock types include biotite gneiss, schist, slate, quartzite, phyllite, and amphibolite. The dominant igneous rock types are granite and metamorphosed granite. Some gabbro and other mafic igneous rocks also occur, and diabase dikes are not uncommon. The dominate soil orders are Ultisols, Inceptisols, and Alfisols.

The Property supports pine-hardwood and pine stands. The deeper, well-drained soils support good oak-hickory stands. The shallower soils, mostly on south and west aspects, support pine or oak-pine types. The dominant stand types within the Property are upland hardwood and pine, which all are situated on deep, well-drained soils.

Prime farmland, as designated by the U.S. Department of Agriculture (USDA), is land that has the best combination of physical and chemical characteristics for producing food and other beneficial crops and is also available for these uses. Farmland of statewide importance, or of local importance, is land other than prime farmland or unique farmland but that is also highly productive. Criteria for defining and delineating these lands are determined by the appropriate state or local agencies in cooperation with USDA. The Natural Resource Conservation Services and local counties work in unison to create soil characteristics for each county. The Property does not contain a Prime farmland. Farmland of statewide importance comprise approximately 63% of the Property. No fully hydric soil types occupy the Property, but Cartecay silt loam soils, which contain 5% hydric components, approximately 6.7% of the Property.

More specific details regarding the distribution and classification of all the Property's soils are depicted in the Soil Classification Table, and Soil Map of Appendix 4.

Ecological Features: On November 21, 2018, an on-site survey of the Property was performed by Land Trust personnel. Various Checkpoints (CPs) were established on the Property by Global Positioning System (GPS) and representative photographs were obtained. A topographic map illustrating the photographic checkpoints and photographs associated with each can be seen in Appendix 2 of this Report. Biological/Ecological data was collected for preparation of this Baseline Documentation Report. The Property is currently comprised of upland hardwood, pine-hardwood riparian, pine-hardwood upland, pine plantation,



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and regenerating pine plantation stands and open areas. Management of the Property is primarily focused at outdoor personal recreation with an emphasis to promote wildlife enhancement and light timber production

The Property is located on Pole Bridge Creek and spans across the southern ridge of Vann's Valley within the Cedar Creek watershed. Streams, springs and drainages formed within the surrounding elevations are funneled through the Property and drain into Pole Bridge Creek along the eastern and southeastern boundaries of the Property. The Property buffers over 2,500 feet of Pole Bridge Creek and contains approximately 1,133 feet of perennial stream that is a tributary to Pole Bridge Creek. This unnamed tributary stream and riparian forest comprises the ecologically significant habitats of the Property, which will be protected as Preservation Areas in order to maintain forest integrity. Protection of the stream and riparian habitat will reduce water quality degradation due to erosion and sedimentation from silviculture, agriculture, and development, a common and widespread problem known to aquatic habitats.

The upland hardwood forest comprises approximately 17.9 acres (33.8%) of the Property. The upland hardwood forest previously contained an overstory canopy of large loblolly pine and some hardwoods, but a large portion of this canopy was harvested in approximately 2013. As a result, this stand currently has a sparse overstory that is comprised of dominant and co-dominant species of white oak, northern red oak, southern red oak, loblolly pine, tulip poplar, black gum, water oak, winged elm, sweetgum and pignut hickory. Understories consist of American holly, autumn olive, loblolly pine, Chinese privet, baccharis, blackberry, blueberry, dogfennel, trumpet creeper, muscadine grape, and wisteria, and numerous grasses and forbs. This upland hardwood stand is currently naturally regenerating and will most likely mature into an oak-hickory-pine habitat type. This stand is encompasses approximately the western third of the Property. Priority species such as pink lady slipper and Georgia aster may find suitable habitat in the upland hardwood forests of this region.

The pine-hardwood riparian forests of the Property are located along the stream that flows down the central portion of the Property. This forest stand consist of an overstory of mature loblolly pine trees and some large hardwoods interspersed throughout. The overstory and mid-story of this stand is dominated by loblolly pine, tulip poplar, water oak, green ash, sycamore, red maple, black willow, redbud, sweetgum, and willow oak. Understory species include Chinese privet, autumn olive, blackberry, switchcane, Japanese honeysuckle, and muscadine grape. The pine-hardwood riparian forest consists of 5.3 acres (10%) of the Property. Located within the southern portion of this stand is an emergent wetland. It previous appears to have been a stormwater pond that has since failed and only holds enough water to maintain wetland conditions. An earthen dam and metal pipe outlet structure is present on the south end of this feature.



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Pine-hardwood upland forest comprises 6.6 acres (12.5%) and is located on the eastern half of the Property. This stand has an open overstory of loblolly pine and hardwood trees and is situated in the location of the amenities areas of the previous facility. Once all of the buildings, tennis courts, etc. were cleared, this area was left vacant and has since naturally regenerated with a thick understory of trees, shrubs, and herbaceous plants. The overstory and mid-story canopies include loblolly pine, southern red oak, sweetgum, and water oak. Understory species include autumn olive, loblolly pine, sycamore, Chinese privet, baccharis, lespedeza, blackberry, bromsedge, and various grasses.

Several natural pine plantations have regenerated throughout the site. These stands comprise 15.2 acres (29%) of the Property. These stands are mostly located in the areas of the previous golf course fairways. After the golf course was abandoned, the fairways naturally regenerated with loblolly pine trees. These stands of pine are approximately 12 to 15 years of age and have closed canopies with very open understories. Understory vegetation is limited to a small amount of saplings of sweetgum, winged elm, black cherry, hawthorn, and Chinese privet. Little to no herbaceous vegetation is present. These stands provide very little benefit to wildlife, except for cover and protection.

One stand of young pine regeneration is located on the northeastern portion of the Property. This stand comprises 7.1 acres (13.4%) and contains mostly loblolly pine. Most of the vegetation within this area was cleared in 2007 during the development of the property that abuts the northeastern boundary of the Property. This area was not developed, but was again left fallow. It has since naturally regenerated into a thick stand of mostly loblolly pine and some hardwood saplings. The pines are approximately 8 to 10 years of age. Hardwood and herbaceous species present within this stand include sweetgum, water oak, Eastern red cedar, baccharis, lespedeza, blackberry, and aster.

Two small open areas are located on the north-central portion of the Property and comprise 0.9 acres (1.7%). These open areas contain mostly small sapling, forbs and herbaceous vegetation species including sweetgum, loblolly pine, baccharis, dogfennel, hawthorn, lespedeza, blackberry, aster, and various grasses.

The composition of the Property can be seen in the Stand Delineation Map located in Appendix 3.

The Property supports a larger conservation effort in this area. Several additional tracts within close proximity to the Property are protected, including privately owned Conservation Easements. State protected wildlife and recreation areas are found within the region. The protection of additional land in relation to existing protected lands will extend the wildlife habitat range and reinforce the aquatic health benefits in association to the streams and riparian corridors that exist on these lands. Proximity of protected lands in relation to the Property can be seen on the Proximity to Protected Lands Map in Appendix 3.

Preservation Areas: Preservation Areas (PAs) are natural areas that warrant protection due to the presence of either: 1) high-quality terrestrial and aquatic natural communities that represent a pre-settlement landscape; 2) habitat for rare species of plants and animals; or 3) significant geological and geomorphological features and archaeological sites. Establishment and protection of PAs ensures the conservation of natural diversity, maintenance of ecological reference areas, and provides opportunities for scientific research, environmental education, and might include activities such as prescribed burning, removal of invasive species, carrying out site restoration, and maintenance of facilities (primarily fences, boundary signs, and parking areas) to enhance, restore, or protect the PAs.

The Georgia State Wildlife Action Plan (GSWAP) has identified a number of High Priority Species and Habitats for the Ridge and Valley Ecoregion. The Property contains regenerating Oak-Hickory-Pine habits and Streams, which are recognized as high priority habitats and will be protected by Preservation Area designation. There are approximately 23.4 acres that comprise the PA of the Property. Oak-hickory-pine habitats and riparian forests comprise the Preservation Area and are depicted on the Maps in the Appendix to this Report and in the photographs herein. Detailed descriptions of the Georgia State Wildlife Action Plan (GSWAP) high priority habitats similar to ones that exist on the Property are listed below:

Oak-Hickory-Pine Forest

Considered the climax forest of the Piedmont, this forest type formerly covered 50% to 75% of the region; most examples on fertile soils were eliminated by conversion to agricultural uses. Remaining examples are often found in rocky areas that were difficult to convert to agricultural fields. Typically include a variety of hardwood species such as white oak, black oak, southern red oak, pignut hickory, shagbark hickory, mockernut hickory, red maple, blackgum, shortleaf pine, and loblolly pine, with dogwood, rusty viburnum, hog plum, dwarf pawpaw, and various hawbushes in the understory. American chestnut was formerly a major component of the canopy. Examples over circumneutral soils influenced by mafic or ultramafic bedrock are often floristically richer, and may contain species such as Oglethorpe oak, basswood, red mulberry, redbud, and fringetree.

Streams

In the upper Piedmont, streams are low to moderate gradient and typically contain well- defined riffles and pools. Substrate consists of gravel, pebble, sand, and silt; some bedrock may also be present. Lower Piedmont streams are lower gradient, have fewer riffles and pools, and their substrates have a higher proportion of silt, clay, and detritus than upper Piedmont streams. Turbidity is highly variable, but most of these streams become highly turbid after rain.

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Protection of this Property, including special protection of the high priority habitats under the Preservation Area, furthers the goals of the Georgia State Wildlife Action Plan (GSWAP) promulgated by the Georgia Department of Natural Resources (GADNR). Protection of this Property helps to maintain known viable populations of high priority species and functional examples of high-priority habitat through voluntary land protection on private lands. The Property contains naturally regenerating forest habitats which potentially could contain or be suited for plant and animal species which are of concern, threatened, or endangered. Special concern plant species provided habitat on the Property include the state unusual pink ladyslipper, state threatened bay star vine and Georgia aster, state rare Bacchman's sparrow, winter wren, and tri-colored bat. Table 2 of Appendix 5 contains a list of high priority animals and plants for DeKalb County, Georgia, where the Property is located.

The high priority habitats defined by the GSWAP can be further defined by NatureServe and its Ecological Systems designations. These systems are habitat types noted to exist within a particular ecosystem. NatureServe has classified and described these ecological systems based on the National Vegetation Classification (NVC). The NVC is the standard vegetation classification system for federal agencies and it has received widespread support from state, federal, academic, and international partners. This classification serves many natural resource management purposes including conservation planning, biodiversity protection, scientific research, inventory, and mapping, and was recommended by the International Association of Fish and Wildlife Agencies (IAFWA) Teaming with Wildlife Committee for regional and national consistency in the development of Comprehensive Wildlife Conservation Strategies.

The Property's high priority habitat as designated by the GSWAP known as Oak-Hickory-Pine Forests encompass the NatureServe Ecological System identified as the Southern Piedmont Dry Oak-Pine Forest. This is habitat is a NatureServe system noted for protection in the Southern Lower Piedmont Ecoregion. Below is a detailed description of the habitat.

Southern Piedmont Dry Oak-Pine Forest (NatureServe):

This system encompasses the prevailing upland forests of the southern Piedmont. High-quality and historic examples are typically dominated by combinations of upland oaks, sometimes with pines as a significant component, especially in the southern portions of the region. These forests occur in a variety of habitats and, under natural conditions, where the matrix vegetation type covering most of the landscape. Much of this system is currently composed of successional forests that have arisen after repeated cutting, clearing, and cultivation of original oak-hickory forests. Stands of these forests are dominated by combinations of upland oaks, particularly white oak, northern red oak, black oak, post oak, scarlet oak, and southern red oak, along with pignut hickory, mockernut hickory, and other hickory species. Other common tree species include loblolly pine, shortleaf pine, Virginia pine, red maple, sweetgum, and tulip poplar. These habitats typically occur on



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upland ridges and upper to mid slopes, occupying most of the uplands where soils are not rocky or otherwise extreme. Moisture conditions, determined by topography, are dry to dry-mesic. This system may occur on any kind of rock type, with rock chemistry being an important determinant of variation. Soils include almost the full range of upland soils, with only the shallowest rocky soils and those with extreme clay hardpans excluded.

Animals and Wildlife Corridors: The Ocmulgee River basin supports a diverse and rich mix of aquatic habitats in addition hosts terrestrial environments that are ecologically important habitats. The conservation of this Property will preserve a relatively natural habitat for many species of mammals, amphibians, reptiles, and birds within these terrestrial environments. The abundance and diversity of the flora and fauna on the Property would decline if the natural habitats which exist on this Property were improvidently altered. Further, protection of the Property will contribute to maintaining forested corridors in an ever fragmenting environment.

Technical teams for the Georgia State Wildlife Action Plan conducted research studies within the Southern Coastal Plain Ecoregion and identified 55 high priority animal species including 13 birds, 1 mammals, 47 reptiles, 3 amphibians, 5 mollusks, 23 fishes, and 6 aquatic arthropod. These species have been assigned global and state rarity ranks, protected status under federal or state law, and habitat range in Georgia. In addition, 71 species of plants were also identified.

The diverse fish fauna of the Ocmulgee River basin includes 105 species representing 21 different families. The carp and minnow family, Cyprinidae, is the largest family in the basin with 27 species. Minnows have an important role in the aquatic food chain as prey for larger fish, aquatic snakes, turtles, and wading birds such as herons. According to the state list of protected fish species, the Ocmulgee River Basin is home to one endangered species Altamaha shiner and two rare species, the goldstripe darter, and redeye chub. Within the lower reaches of the watershed special concern fish species such as the sawcheek darter, golden topminnow, ironcolor shiner, lowland shiner, and federally endangered shortnose sturgeon have known occurrences

The hydrology and mature natural forests of the Property provide suitable habitat to support numerous mammals, including both common game and non-game species and greatest conservation need species. More common mammals with potential to live within the habitats of the Property include white-tailed deer, raccoon, eastern cottontail, red fox, gray fox, bobcat, coyote, eastern gray squirrel, and numerous other ground-dwelling species such as the mice, rats, moles, voles, shrews, and chipmunk. The presence of some mammals may be limited by the size of the forest, since larger animals need more space, however, protection of this Property helps preserve the Ocmulgee



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River corridor including its tributaries, which can be used as travel and dispersal pathways for both large and small species.

The Property lies within a migratory path for threatened Neotropical birds. Many familiar songbirds such as warblers, vireos, orioles and tanagers are among those referred to as Neotropical migrants. These birds breed in North America and migrate to Mexico, Central and South America and the Caribbean to spend the winter. Migratory non-game bird species, as well as waterfowl are numerous in this region. The riparian areas and hardwood forest of the Property provides excellent habitat for migrating birds requiring these habitat types. The open and scrub areas provide early successional habitat for the migratory bird species favoring such habitat, many of which are in decline, such as the brown-headed nuthatch, wood thrush, pine warbler, and prothonotary warbler. Bobwhite quail, eastern wild turkey, and mourning dove are the primary game birds with suitable habitat on the Property.

The Property has many areas that are prime habitats for a variety of mammals, songbirds, reptiles, amphibians, and other living organisms associated with ecosystems similar to those found on the Property. More than ninety species of mammals inhabit Georgia, from the coastal waters of the Atlantic Ocean to the mountains of northeast Georgia at elevations of more than 4,700 feet. The habitat diversity in the region supports a wide variety of wildlife.

Habitat fragmentation is one of the primary issues affecting wildlife diversity in the Southern Lower Piedmont ecoregion. As stated by the Georgia Department of Natural Resources is the GSWAP, one of the primary stressors of wildlife diversity in the Southern Lower Piedmont is the rapid pace of development in the metro-Atlanta counties. Intense development pressures have resulted in the loss or fragmentation of a number of habitats, including upland hardwood forests, riparian forests, depressional wetlands and mesic forest habitats. In fact, the pace of commercial and residential development appears to be increasing as new residents flock to the Atlanta metropolitan areas and surrounding counties. Development of subdivisions, roads, utility corridors, and commercial facilities has burgeoned in this area of the state. Protection of this Property from development and prevention from conversion to other use or cover, especially in an area with other protected properties in close proximity, supports the creation of travel corridors for wildlife species throughout the Southern Lower Piedmont. Protection of this Property through a Conservation Easement helps to ensure that wildlife corridors along the Ocmulgee River will remain, protecting migrating wildlife species, those with large home ranges such as white-tailed deer and black bear, and also allows for further expansion of the geographical range of species looking for additional suitable habitat in which to live.



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Animal Species Encountered During the Site Visit

Туре	Common Name	Scientific Name
Reptile	Green anole	Anolis carolinensis
	Eastern fence lizard	Sceloporus undulatus
	American Crow	Corvus brachyrhynchos
	Red-bellied Woodpecker	Melanerpes carolinus
	Tufted Titmouse	Baeolophus bicolor
Bird	Carolina Wren	Thryothorus Iudovicianus
	Southern Mockingbird	Mimus polyglottos
	Bluejay	Cyanocitta cristata
	Red Headed Woodpecker	Melanerpes erythrocephalus
	Eastern gray squirrel	Sciurus carolinensis
Mammal	White-tailed deer	Odocoileus virginianus
Mailinai	Northern raccoon	Procyon lotor
	Coyote	Canis latrans



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References:

Georgia Department of Natural Resources (GA DNR), Wildlife Resources Division, Website: http://www.georgiawildlife.com/conservation/georgia-animals-plants.

Georgia Department of Natural Resources, Georgia State Wildlife Action Plan (GSWAP). URL: "http://www.georgiawildlife.com/SWAP2015"

Natural Resources Conservation Service, United States Department of Agriculture. Georgia Online Soil Survey Manuscripts. DeKalb County (1982) URL: "https://www.nrcs.usda.gov/Internet/FSE_MANUSCRIPTS/georgia/GA089/0/dekalb.pdf"

Natural Resources Conservation Service, United States Department of Agriculture. Soil Data Mart. URL: "http://soildatamart.nrcs.usda.gov/"

Natural Resources Conservation Service, United States Department of Agriculture. Major Land Resource Areas in Georgia. URL: "http://www.mo15.nrcs.usda.gov/technical/mlra_ga.html"

Georgia Info. Winder Slope District. URL: "https://georgiainfo.galileo.usg.edu/topics/geography/article/physiographic-districts/winder-slope-district"

United States Department of Agriculture, Natural Resources Conservation Service, Plants Database. Website: http://plants.usda.gov

U.S. Fish & Wildlife Service, Migratory Birds of the Southeast. Website: http://www.fws.gov/southeast/birds/

Savannah River Ecology Laboratory, SREL Herpetology. URL: "http://www.uga.edu/srelherp/index.htm"

U.S. Fish and Wildlife Services. National Wetlands Inventory. URL: "http://www.fws.gov/wetlands/Data/WetlandCodes.html"

North Carolina State University. GAP Regional Data. Website: http://www.gapserve.ncsu.edu/

NatureServe. Descriptions of Ecological Systems for Modeling of LANDFIRE Biophysical Settings. October 6, 2007. URL: "http://www.basic.ncsu.edu/segap/datazip/region/se_lc_systems_descriptions.pdf



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American Rivers. Positive News for Nation's #2 Most Endangered River. Website News Article. http://www.americanrivers.org/newsroom/press-releases/2009/positive-news-for-nations-2.html

The Nationwide Rivers Inventory 52 Segments for the State of Georgia. URL:"http://www.gehwa.org/Wild%20&%20Scenic%20River%20Files/NRI/Georgia%20NRI%2052S-2973M.pdf"



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Biography of Preparer:

Barney Crooks is a resident of Decatur, Georgia where he lives with his wife Lori. Barney is a graduate of Clemson University where he earned a Bachelor's of Science in spring of 1994 and Masters of Science in spring of 1998 from the School of Forestry with an emphasis in forest resources management and wildlife. In summer of 2004 Barney began his career at Corblu Ecology Group, LLC (then Acer Environmental) as an environmental specialist and has progressed over the past 13 years to his current position of Senior Ecologist/Project Manager. As Senior Ecologist/Project Manager, Barney's areas of expertise include project management and oversight; Environmental permitting through the US Army Corps of Engineers and Georgia Environmental Protection Division; wetland delineation and assessment; wetland and stream remediation/restoration; NPDES monitoring and consultation; forestry and land management; wildlife habitat evaluation; environmental assessments; environmental sensing and data implementation; Phase I environmental site assessments; GIS and natural resource mapping; and tree surveys and assessments.



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Appendix 1: Directions to Property

Written Directions:

To reach the Property from Lithonia, Georgia in DeKalb County, travel southwest on Main Street and then Evans Mill Road for 0.9 miles. Turn right (west) onto Hillandale Drive and travel 1.6 miles to the ramp to I-20. Take ramp onto I-20 West and travel 1.5 miles to Exit 71-Panola Road. Take ramp and then turn left onto Panola Road. Travel south for 0.5 miles and take left onto West Fairington Parkway. Travel 1.4 miles on Fairington Parkway until it dead ends into the Property. Access points and roads through the Property can be seen in the Man-Made Features Map in Appendix 3 of this Report.

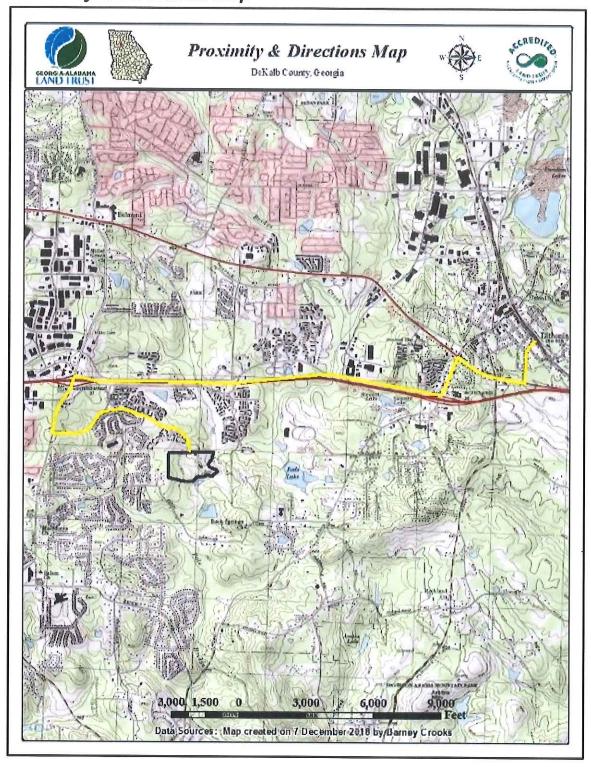


View of entrance gates from Fairington Parkway. (31.088034 N 84.772112 W)



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Proximity & Directions Map

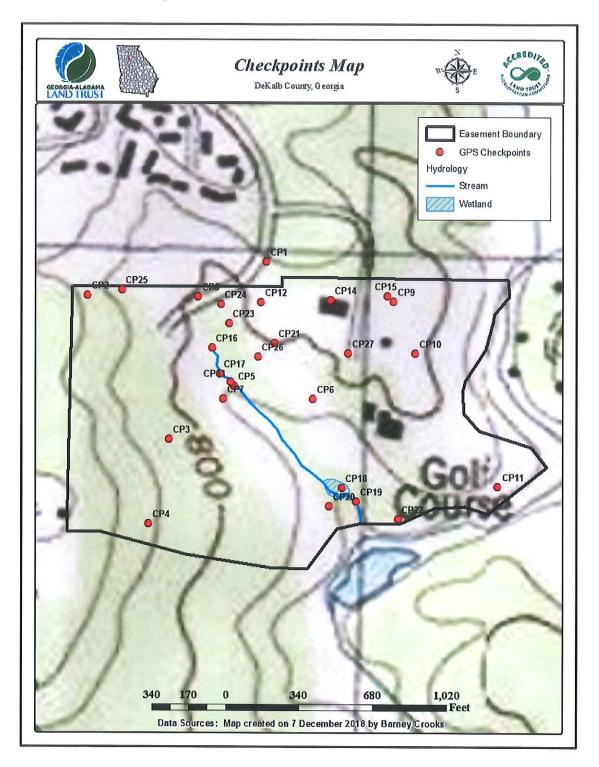




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Appendix 2: Checkpoints

Checkpoints Map





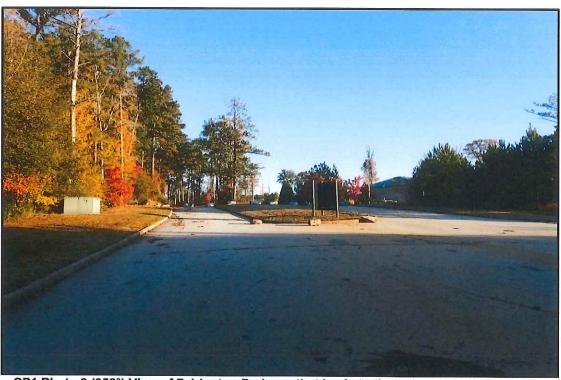
Ros

Photographs of Easement Property:

Refer to the topographic site map annotated with checkpoints (CP) and the referenced photographs taken November 21, 2018 to help with the descriptions of the areas visited.



CP1 Photo 1 (179°) View of entrance gate from Fairington Parkway. (33.69507 N, -84.1533 W)



CP1 Photo 2 (358°) View of Fairington Parkway that leads to the entrance to the Property. (33.69507 N, -84.1533 W)





CP2 Photo 1 (154°) View of the regenerating upland hardwood stand. (33.69466 N, -84.15601 W)



CP3 Photo 1 (319°) View of the regenerating upland hardwood stand. (33.69284 N, -84.15478 W)



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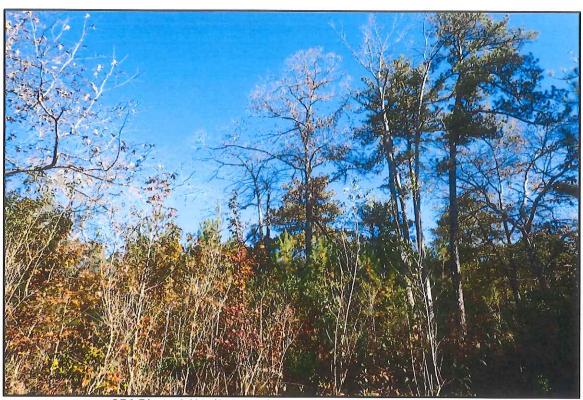
CP4 Photo 1 (30°) View of the regenerating upland hardwood stand. (33.69178 N, -84.15509 W)



CP5 Photo 1 (136°) View of the riparian forest along the perennial stream draining the Property. (33.6935 N, -84.1538 W)



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CP6 Photo 1 (134°) View of the upland pine-hardwood stand. (33.6933 N, -84.1526 W)



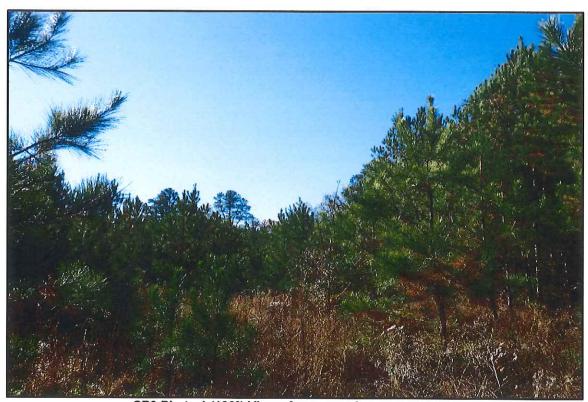
CP7 Photo 1 (145°) View of a pine plantation stand. (33.69334 N, -84.15395 W)



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CP8 Photo 1 (300°) View of a young pine plantation stand. (33.6946 N, -84.1543 W)



CP9 Photo 1 (182°) View of a young pine regeneration. (33.6946 N, -84.1514W)



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CP10 Photo 1 (207°) View of a thick stand of young pine regeneration. (33.6939 N, -84.1510 W)



CP11 Photo 1 (150°) View of a thick stand of young pine regeneration. (33.6922 N, -84.1498 W)



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CP12 Photo 1 (231°) View of one of the open areas with herbaceous growth. (33.69457 N, -84.15338 W)



CP13 Photo 1 (130°) View of the perennial stream that drains the Property. (33.69356 N, -84.15385 W)



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CP14 Photo 1 (160°) View of a pile of broken concrete pieces located on the north-central portion of the Property. (33.6946 N, -84.1523 W)



CP14 Photo 2 (245°) View of a pile of broken concrete pieces located on the north-central portion of the Property. (33.6946 N, -84.1523 W)



8cg



CP15 Photo 1 (132°) View of a pile of old used shingles. (33.69464 N, -84.15146 W)



CP16 Photo 1 (66°) View of an old outfall pipe and headwall structure located at the stat of the perennial stream. (33.69398N, -84.15412 W)



RCG



CP17 Photo 1 (109°) View of a washed out cart path culvert crossing on the perennial stream. (33.69367 N, -84.15401 W)



CP18 Photo 1 (296°) View of an old stormwater pond that has since reverted to an emergent wetland. (33.69223 N, -84.15215 W)



les



CP19 Photo 1 (272°) View of the outfall pipe from the old stormwater pond. The stream still flows through the pipe. (33.69206 N, -84.15193 W)



CP20 Photo 1 (187°) View of a stretch of silt fence located near the outfall of the old stormwater pond. (33.6920 N, -84.15234 W)



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CP21 Photo 1 (234°) View of two rows of silt fence left from previous activities on the Property. (33.69405 N, -84.15317 W)



CP22 Photo 1 (256°) View of an old concrete block pump house structure used to house irrigation pumps for the previous golf course.
(33.69184 N, -84.1513 W)



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CP22 Photo 2 (235°) View of the inside of the old pump house structure. View is through the roof which is failing. (33.69184 N, -84.1513 W)



CP23 Photo 1 (22°) View of an old cart path bridge. (33.69429 N, -84.15386 W)



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CP24 Photo 1 (258°) View of a woods road located on the Property. (33.69454 N, -84.15399 W)



CP25 Photo 1 (285°) View of an ATV trail on the Property. (33.69472 N, -84.15549 W)



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CP26 Photo 1 (82°) View of a typical old concrete cart path that traverses the Property. (33.69387 N, -84.15343 W)



CP27 Photo 1 (188°) View of one of the old asphalt streets that is present on the Property. (33.69392 N, -84.15205 W)



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Appendix 3: Maps of Easement Property List of Maps:

- Georgia Ecoregions Map
- Georgia Watersheds Map
- Man-Made Features Map
- Stand Delineation Map
- Preservation Area Map
- Land Management Map (Topographic)
- Land Management Map (Aerial)
- Proximity to Protected Lands Map

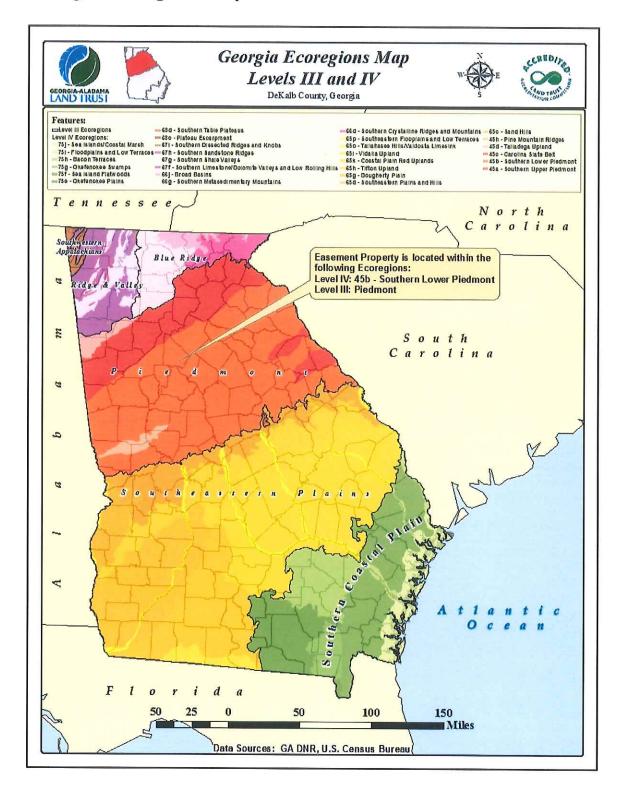
Map Datum: All map coordinates are in UTM using the 1983 North American Datum on USGS Topographic Maps.

Map Disclaimer: Maps contained in this report are not surveys and must not be construed as surveys. The Land Trust and its staff are not licensed surveyors. The information imparted with these maps is meant to assist the Land Trust in their efforts to clearly depict Property boundaries, describe placement of certain retained, reserved or excluded rights, and to calculate acreage figures. Property boundaries, while approximate, were established using the best available information which may include: surveys, tax maps, and field mapping using G.P.S. and/or ortho photos.



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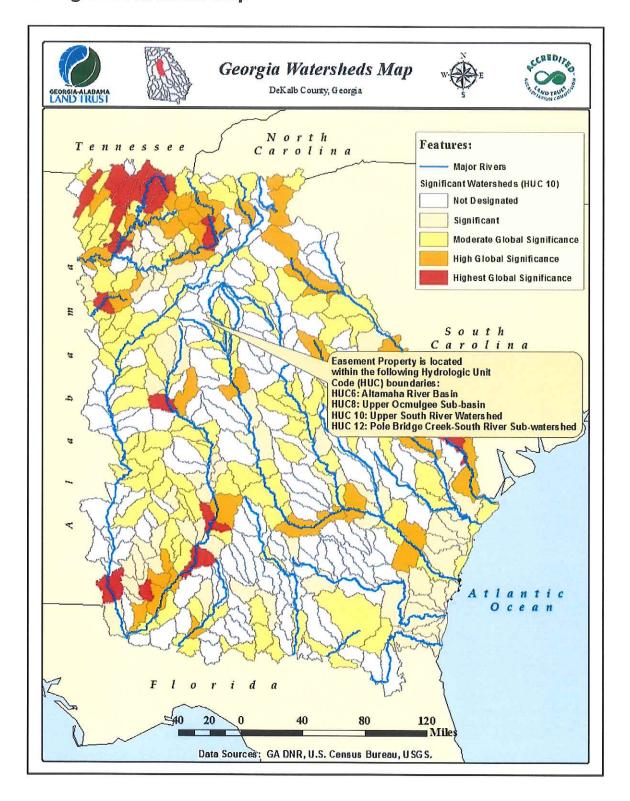
Georgia Ecoregions Map







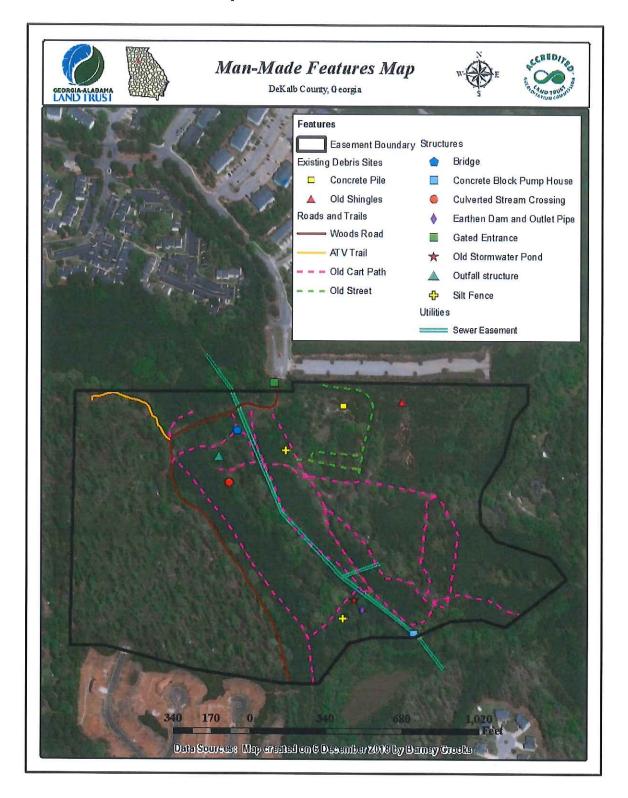
Georgia Watersheds Map





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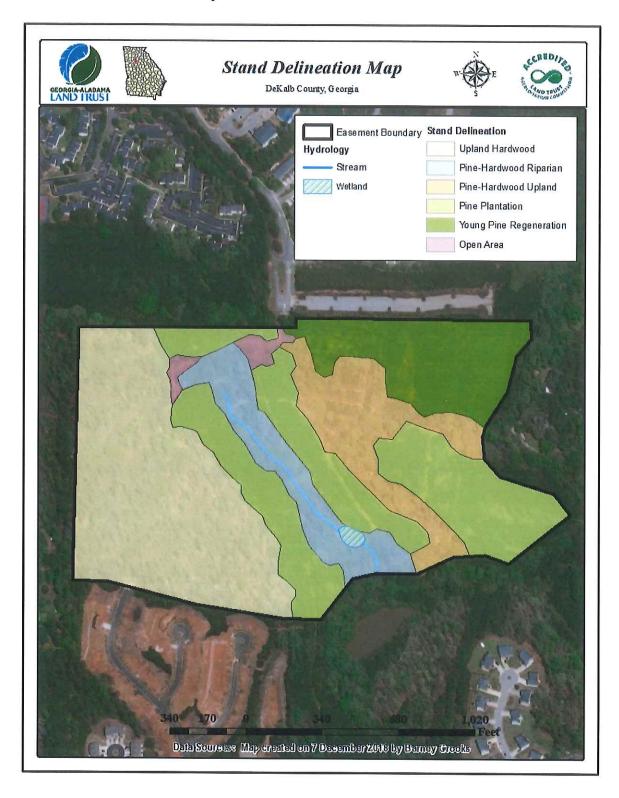
Man-Made Features Map





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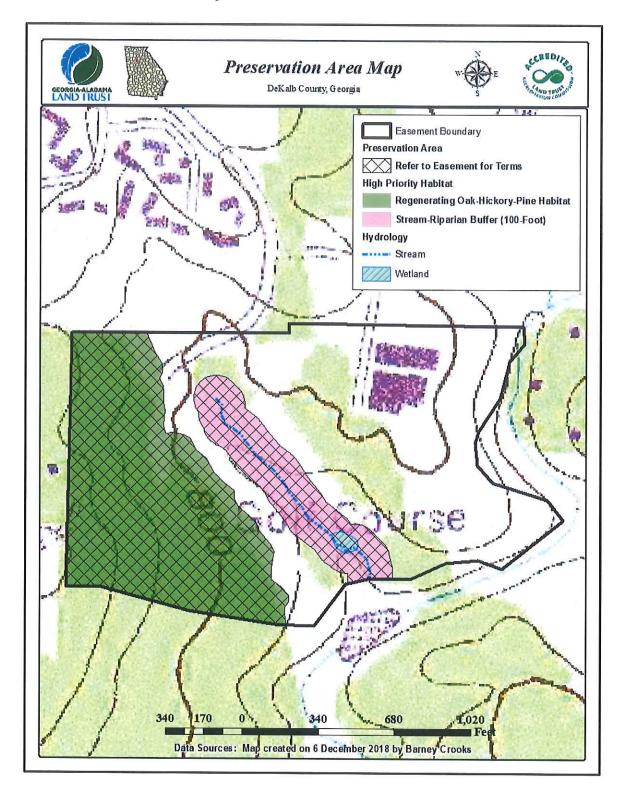
Stand Delineation Map





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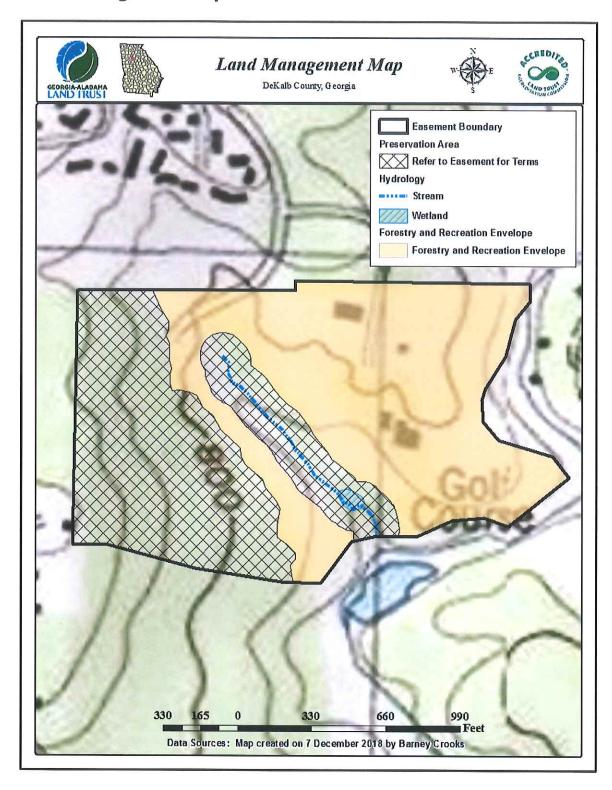
Preservation Area Map







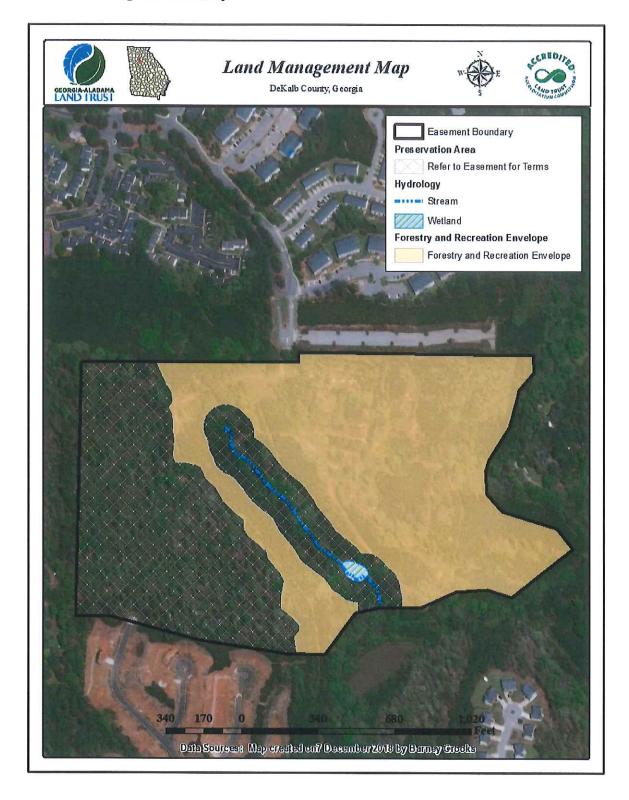
Land Management Map





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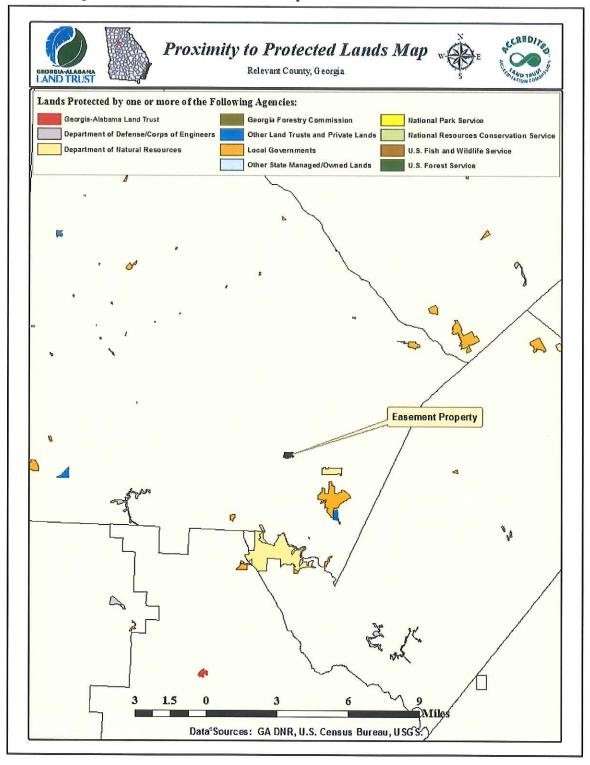
Land Management Map





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Proximity to Protected Lands Map





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Appendix 4: Soils

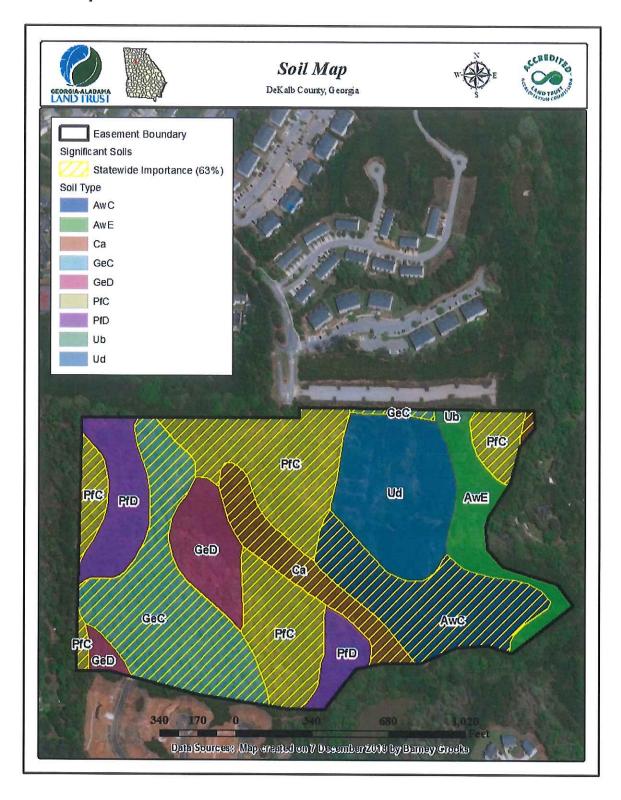
Soils Classification Table: Property Soil Description and Farmland Importance Status

Symbol	Map Unit Name	Farmland Rating	Hydric Rating	Percent
AwC	Ashlar-Wedowee complex, 2 to 10 percent slopes. Well drained to excessively drained soil. Moderate permeability. Somewhat suitable for crops or timber.	Farmland of statewide importance	Non-hydric	12.80%
AwE	Ashlar-Wedowee complex, 10 to 25 percent slopes. Well drained to excessively drained soil. Moderately rapid permeability. Not well suited for crops or timber.	Not prime farmland	Non-hydric	6.40%
Ca	Cartecay silt loam, frequently flooded. Moderately rapid permeability. Somewhat suitable for crops or timber.	Farmland of statewide importance	Partially hydric	6.70%
GeC	Gwinnett sandy loam, 6 to 10 percent slopes. Moderate permeability. Suitable for crops or timber.	Farmland of statewide importance	Non-hydric	18.40%
GeD	Gwinnett sandy loam, 10 to 15 percent slopes. Somewhat suitable for crops or timber.	Not prime farmland	Non-hydric	7.00%
PfC	Pacolet sandy loam, 2 to 10 percent slopes. Permeability is moderate. Somewhat suitable for crops or timber.	Farmland of statewide importance	Non-hydric	25.10%
PfD	Pacolet sandy loam, 10 to 15 percent slopes. Permeability is moderate. Somewhat suitable for crops or timber.	Not prime farmland	Non-hydric	9.40%
Ub	Udorthents, 2 to 10 percent slopes. Not suitable for crops or timber.	Not prime farmland	Non-hydric	0.30%
Ud	Urban land. Not suitable for crops or timber.	Not prime farmland	Non-hydric	13.90%
		Totals		100.00%



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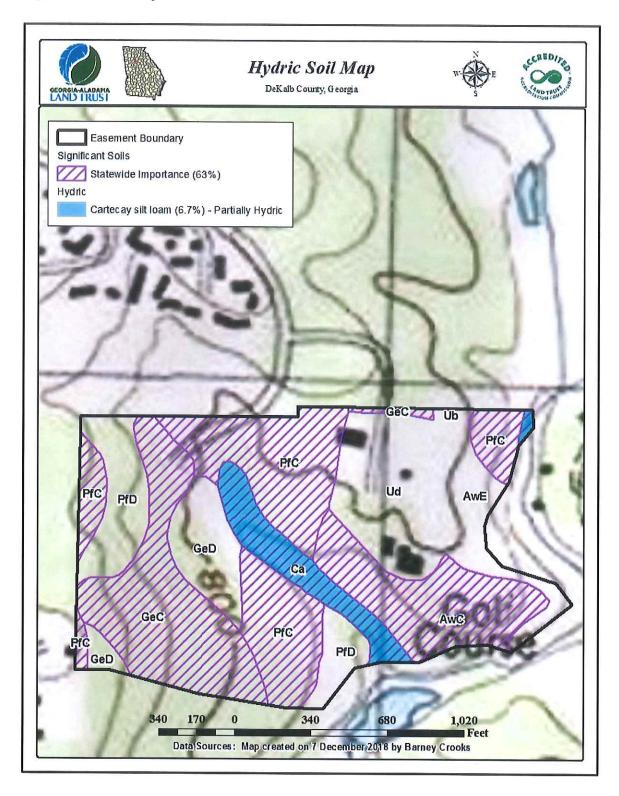
Soil Map





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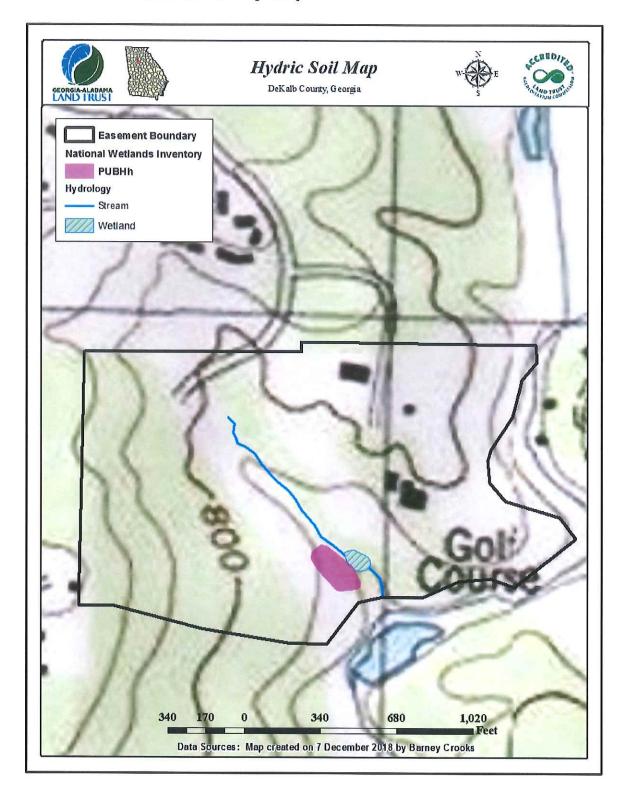
Hydric Soil Map



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National Wetland Inventory Map





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Appendix 5: Tables

List of Tables:

• Table 1: Characteristics Summary of the EPA Level IV

Southern Lower Piedmont in the EPA Level III

Piedmont Ecoregion of Georgia

Table 2: Special Concern Plants and Animals in DeKalb

County, Georgia According to Georgia's Department of Natural Resources Wildlife

Resources Division (GADNR)

Table 3: Plant List of Dominant, Co-Dominant and

Understory Species Identified on Easement

Property





Table 1 - Characteristics Summary of the EPA Level IV Souther Lower Piedmont in the EPA Level III Piedmont Ecoregion of Georgia

45	PIEDMONT	D M C	LNC										
E	Level IV Ecoregion	V III	Physio	Physiography	Geology		Soil			Climate	ey.	Potential Natural Vegetation	Potential Land Use and Natural Land Cover /egetation
		Area (square miles)		Elevation / Local Relief (fect)	Surficial and bedrock	Order (Great Groups)	Common Soil Series	Temp. / Moisture Regimes	Precip. Mean annual (inches)	Frost Free Mean annual (days)	Mean Temp. January min/max; July min/max (F)		
45b. Southern Lower Piedmont	760	12197	irregular plains; low to moderate gradient streams with mostly cobble, gravel, and sandy sandy substrates.	200-1683	Quaternary to Tertiary argillaceous saprolite, quartz-rich saprolite, micaceous saprolite; Precambrian to Paleozoic schist, gneiss, granite, and amphibolite.	Ultisols (Kanhapludults), Hapludults); Pacolet, on floodplains Lloyd, Inceptisols Appling, (Dystrudepts) Davidson and Entisols (Udifluvents, Gwinnett Fluvaquents) Ashlar; of floodplain Chewacle Toccoa, Enoree, Enoree, Cartecay.	Cecil, Madison, Pacolet, Lloyd, Appling, Davidson, Wilkes, Gwinnett, Ashlar; on floodplains Chewacla, Toccoa, Enoree, Cartecay.	/ Udic	46-54	230	31/53	Oak- hickory- pine forest.	Pine plantations, deciduous forest, mixed forest, pasture; hay, cattle, dairy, hog, and orchard production.

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Table 2 - Special Concern Plants, Animals and Natural Communities in DeKalb County, Georgia. According to Georgia Department of Natural Resources Wildlife Resources Division (GADNR).

Plants - DeKalb County, Georgia

Taxonomy	Scientific Name	Common Name	Global	State	Federal	State	Habitat in DeKalb County Georgia
,			Rank	Rank	Status	Status	
Vascular	Amphianthus pusillus	Pool Sprite, Snorkelwort	G2	S2	Τ	T	Vernal pools on granite outcrops
	Corydalis flavula	Yellow Harlequin	G5	\$2?			Floodplains; rocky mafic slopes
	Cypripedium acaule	Pink Ladyslipper	G5	84		n	Upland oak-hickory-pine forests; piney woods
	Danthonia epilis	Bog Oatgrass	G3G4	S3?			Granite outcrop seeps
	Eriocaulon koemickianum	Dwarf Hatpins	G2	S1		Ш	Granite outcrops
	Eurybia avita	Alexander Rock Aster	63	S3			Granite outcrops in seepy margins with Solidago gracillima and Spiranthes cernua
	Fimbristylis brevivaginata	Flatrock Fimbry	G2	S2			Granite outcrops
	Gratiola graniticola	Granite Hedge-hyssop	G3	S3			Granite outcrops, especially on Lithonia gneiss.
	Isoetes melanospora	Black-spored Quillwort	9	S1	Ш	ш	Vernal pools on granite outcrops
	Penstemon pallidus	Eastern White Beardtongue	G5	\$1?			Limestone and shale barrens
	Rhus michauxii	Dwarf Sumac	G2G3	S1	Ш	Ш	Open forests over ultramafic rock
	Schisandra glabra	Bay Star-vine	63	S2		-	Rich woods on stream terraces and lower slopes
	Sedum pusillum	Granite Stonecrop, Puck's Orpine	63	S3		F	Granite outcrops, often in mats of Hedwigia moss under Juniperus virginiana
	Symphyotrichum georgianum	Georgia Aster	63	S3		F	Upland oak-hickory-pine forests and openings; sometimes with Echinacea laevigata or over amphibolite

Animals - DeKalb County, Georgia

Tayonomy	Scientific Name	Common Namo	Global	State	Global State Federal State	State	Habitat in Dokalh County, Google
f monown.			Rank	Rank	Rank Rank Status Status	Status	itabilat III Dervaib Courty, Geolgia
Birds							Open pine or oak woods; old fields; brushy areas.
	Peucaea aestivalis	Bachman's Sparrow	G3	S2		8	young large grassy pine regeneration areas
	Troglodytes hiemalis	Winter Wren	G5	S4	Ш		Coniferous forests; brushy areas

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Tyto alba Fish Cyprinella xaenura	alba		Rank				
			The second secon	Rank	Status	Status	nabitat III Denaib County, Georgia
0.0							Nests in large hollow trees or old buildings (paticularly cement silos) in areas with extensive pasture or
9-14		DAILLOWI	G5	SU			grassland or other open habitats such as marsh.
							Medium-sized to large streams in runs or pools over
9554	enura	Altamaha Shiner	G2G3	S2S3		۲	sand to gravel substrate
		Heggie's Rock Jumping					
Habronattus s	Habronattus sabulosus	Spider	GNR	S1S2			Georgia habitat information not available
Mammals							Open forests with large trees and woodland edges;
							roost in tree foliage; hibernate in caves or mines with
Perimyotis subflavus	npflavus	Tri-colored Bat	G2G3	S2			high humidity
Reptiles Lampropeltis							
rhombomaculata	ılata	Mole Kingsnake	G5	SNR			Georgia habitat information not available

Community Occurrences

No community occurrences

Table 3: Plant List of Dominant, Co-Dominant and Understory Species Identified on Easement Property During Site Visit

Common Name	Scientific Name
Dominan	nt and Codominant Species
Hickory (Pignut)	Carya glabra
Maple (Red)	Acer rubrum
Oak (Water)	Quercus nigra
Oak (White)	Quercus alba
Oak (Southern Red)	Quercus falcata
Oak (Willow)	Quercus phellos
Oak (Northern)	Quercus rubra
Pine (Loblolly)	Pinus taeda
Sycamore	Platanus occidentalis
Yellow Poplar	Liriodendron tulipifera
American Holly	llex opaca
Elm (American)	Ulmus americana
Elm (Winged)	Ulmus alata
Blackgum	Nyssa salvatica
Persimmon	Diospyros virginiana
Red Cedar	Juniperus virginiana
Sweetgum	Liquidambar styraciflua
Willow (Black)	Saliz nigra
Green Ash	Fraxinus pennsylvanica
Eastern Red Cedar	Juniperus virginiana
i i	Inderstory Species
Redbud	Cercis canadensis
Cherry (Black)	Prunus serotina
Dogwood (flowering)	Cornus florida
Hawthorn sp.	Crataegus sp.
American Beautyberry	Callicarpa americana
Chinese Privet	Ligustrum sinense
Chickasaw Plum	Prunus angustifolia
Eastern Baccharis	Baccharis halimifolia
Alabama Supplejack	Berchemia scandens
Catbrier	Smilax bona-nox
Japanese Honeysuckle	Lonicera japonica
Blackberry	Rubus spp.
Muscadine Grape	Vitis rotundifolia
Poison-Ivy	Toxicodendron radicans



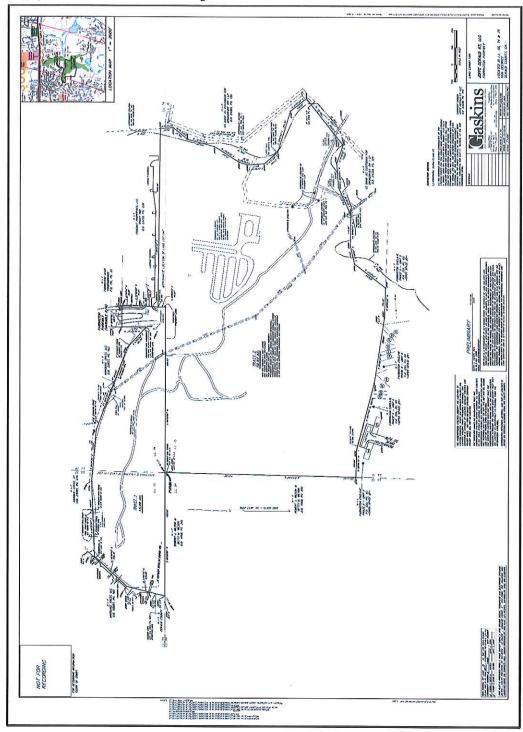
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Common Name	Scientific Name
Roundleaf Greenbrier	Smilax rotundifolia
Trumpetcreeper	Campsis radicans
Virginia Creeper	Parthenocissus quinquefolia
Christmas Fern	Polystichum acrostichoides
Canada Goldenrod	Solidago canadensis
Common Lespedeza	Kummerowia striata
Common Pokeweed	Phytolocca americana
Common Ragweed	Ambrosia artemisiifolia
Dogfennel	Eupatorium capillifolium
Aster	Aster spp.
Lespedeza	Lespedeza spp.
Sericea Lespedeza	Lespedeza cuneata
Broomsedge	Andropogon virginicus
Rush	Juncus effusus
Crab grass	Digitaria spp.
Nutsedge	Cyperus spp.
Soft Rush	Juncus effusus
Variable Panicgrass	Dichanthelium commutatum
Giant Cane	Arundinaria gigantea
Autumn Olive	Elaeagnus umbellata
Cutgrass	Leersia oryzoides
Sedge	Carex spp.
Lizard's Tail	Saururus cernuus
Tearthumb	Persicaria sagittata
Smartweed	Polygonum spp.
American Holly	llex opaca
Wisteria	Wisteria sinensis
Blueberry	Vaccinium spp.



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Appendix 6: Survey





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APPENDIX C

Park Master Plan for New Fairington Park & Botanical Garden

4. New Fairington Park

New Fairington Park is a place-holder name for the park that will be built on the 62-acre site at the southern terminus of Fairington Parkway. Planned for the site of a former defunct golf course, the park will be the first new park built in the City of Stonecrest and – as the concept plan illustrates – will represent a diverse and interesting park program for the citizens of Stonecrest. The design principles for New Fairington Park that guide the concept plan are:

- Design the park as the primary future community gathering space for the City of Stonecrest
- Create park facilities, amenities and programming that does not exist in other park sites or is incompatible with other features in existing parks in the City Park System
- Explore improvements that encourage activities that contribute to the economic vitality of the City
- Create a park plan that can be phased over time to allow for expansion of spaces and programming as the City develops
- Reinforce connectivity within the park and to other recreational trails and facilities in the City of Stonecrest

One of the key notes derived from the survey conducted in the City was: Aquatic facilities are potentially not meeting the community needs as well as they could – so the New Fairington Park concept plan provides for a potential aquatic facility for the City in:

- Conjunction with the Community Center as shown in the concept plan; or
- As an independent facility located west of the Community Center as shown in the alternate concept plan

As expected, many comments from public forums and the city-wide survey addressed programming requests for the new park site. A few examples include (each identified issue is followed by an action item defined by the master plan team that can be addressed in the New Fairington Park):

- Not enough program opportunities
 - Evaluate and plan for increased programs within the community. Programs for teens, the developmentally disabled, physically challenged, etc.
- No programs for teens other than athletics
 - Teens are interested in outdoor adventure park opportunities; social opportunities; community partners
- Lack of cultural art and programs including public art, performing arts etc.
 - Create a plan to add the arts into the overall department programming and facility development
- There is a need for another recreation center in the city
 - Complete a feasibility study for a new facility that will serve the needs of citizens who are not able to access Browns Mill Recreation Center
- Add unique outdoor learning opportunities
 - Create an outdoor learning environment opportunity
- No outdoor performing/arts space
 - Examine the opportunity for a small outdoor amphitheater/plaza for small community gatherings and events; New Farrington Park should be considered for this facility
- Create botanical and community gardens
 - Consider for existing and future park lands

The concept plan for New Fairington Park provides program space for each of the issues and solutions. The plan translates to a design that is completely specific to this site. The new community center is the focal point of the entry drive and will house new park programs and – in conjunction with the new garden spaces – can be rented for events. Park elements that can sometimes be at odds with active parks – like community vegetable gardens and dog parks – are well placed and provided for here. And

the slope to the creek will be utilized as a terrace gardens and amphitheater for events. On the east side a new fitness challenge course engages the slope for and exercise route.

Specific features of the new park include:

- Trail connections to existing Fairington Park and to the adjacent residential neighborhoods
- Restored woodlands and woodland gardens
- Botanical Garden with gardens highlighting the flora of the Piedmont region
- Dog Park and Dog Park Pavilion
- Walking and Fitness Trails
- Amphitheater and Event Space
- New Stonecrest Community Center and Aquatic Center
- Outdoor Classrooms
- Children's Playground
- Park Pavilions and Restrooms
- Fitness Challenge Course and Meeting Pavilion
- Community Gardens with plots available for rent
- Multi-Purpose Fields for athletics or events



Figure 40: New Fairington Park Map