

DEPARTMENT OF THE ARMY PERMIT

Permittee: W.E.T., Inc.  
Mr. Arthur L. Burger, Chairman  
420 East Macon Street  
Savannah, Georgia 31402

Permit Number: 199100137

**ISSUING OFFICE:** Savannah District  
Corps of Engineers  
Post Office Box 889  
Savannah, Georgia 31402-0889

**NOTE:** The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer. You are authorized to perform work in accordance with the terms and conditions specified below.

**PROJECT DESCRIPTION:** The placement of fill into existing man made drainage ditches for the purpose of restoring or enhancing the natural wetland hydrology to approximately 350 acres of previously drained wetlands. These restored and/or enhanced wetlands can then be used as off-site compensatory mitigation from the established wetland mitigation bank.

**PROJECT LOCATION:** The site is on Millhaven Plantation adjacent to Briar Creek, approximately 12 miles north of Sylvania, Burke and Screven Counties, Georgia, Latitude 32° 58' 22" North and Longitude 81° 40' 54" West.

**PERMIT CONDITIONS:**

General Conditions:

1. The time limit for completing the authorized work ends on December 31, 1997. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office, for consideration, at least six months before the above date is reached (see special condition 19).
2. You must maintain the activity authorized by this permit in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you

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wish to cease to maintain the authorized activity or should you desire to abandon it, you will be unable to sell any remaining compensatory mitigation credit from the bank. Any area of the bank which has been restored to functional wetland will remain as wetlands.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office and the Georgia State Historic Preservation Officer. The Corps will initiate the Federal and state coordination required to determine if the site warrants a recovery effort or is eligible for listing in the National Register of Historic Places.

4. If you sell/transfer the mitigation bank associated with this permit, you must obtain the signature of the new owner in the space provided and forward a signed copy of the permit to this office to validate the transfer of this authorization.

5. A conditioned water quality certification has been issued for your project and you must comply with conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the State of Georgia water quality certification is attached.

6. The permittee, Millhaven Plantation or the property owner shall provide reasonable access to the Corps of Engineers for the purpose of inspecting the mitigation bank to ensure compliance with the terms and conditions of your permit.

Special Conditions:

1. All dredged or borrowed material used as fill on this project will be from clean, uncontaminated sources and free from cultural resources.

2. All work performed during construction will be done in a manner so as not to violate applicable water quality standards.

3. No oils, grease, materials or other pollutants will be discharged from the construction activities which reach public waters.

4. All work will be performed in accordance with the plans and drawings which are incorporated in and made part of the permit:

"EXHIBIT A", A portion of a State of Georgia map showing the location of Millhaven Plantation.

"EXHIBIT B", A map of Millhaven Plantation's property boundary, dated 8/27/91 at a scale of 1" = 1 mile.

"EXHIBIT C", A portion of a U.S.G.S. quadrangle sheet showing the location of approximately 500 acres of the property of Millhaven Plantation, Inc., consisting of the 'core area' and the 'proposed additional area,' within which the wetland restoration will take place.

"EXHIBIT D", A diagram of a topographic survey of the "core" area of wetland restoration.

"EXHIBIT E", A diagram of the projected area of wetland restoration, enhancement and creation within the "core" area.

"EXHIBIT F", A diagram of the approximate spacing of ditch plugs on a portion of the "core" area.

"EXHIBIT G", A diagram showing the plugs of a side ditch into main ditch detail and typical ditch cross section.

"EXHIBIT H", A diagram of a typical ditch plan and side view section A-A.

"EXHIBIT I", A diagram of the approximate spacing of water bars in wetland creation area.

"EXHIBIT J", A diagram of the cross section of terraced water retention system.

"EXHIBIT K", A list of the canopy species proposed for planting in mitigation areas at Millhaven Plantation.

"EXHIBIT L", Conservation and wetlands easement document.

"EXHIBIT M", Georgia DNR water quality certification dated February 28, 1992.

"EXHIBIT N", Draft restrictive easement document.

5. The permittee shall perform wetland delineations required under this permit in accordance with the criteria contained in the manual approved for use by the Corps of Engineers, at the time each delineation is performed. The permittee shall perform a delineation of each area to be restored prior to accomplishing any work authorized by this permit. The permittee shall submit to the Corps for verification, a survey of this jurisdictional wetland boundary line.

6. The permittee shall notify the Corps of Engineers immediately after any restoration work has been accomplished, in accordance with permit conditions, for a given block of the bank. Notification shall include a description, maps and diagrams of exactly what site work was accomplished, where it was done and when it was completed. Also included shall be a tree planting report with the following information: (a) the number of each species of tree planted; (b) the number of trees planted per acre; (c) tree spacing and (d) a map depicting, by species, where the trees were planted.

7. Based on all available information, the Corps of Engineers will make a preliminary determination of the total number of acres of restored, enhanced and/or created wetlands which should result from the permitted work, within a specific block of the bank. The permittee may make 50% of these wetlands available to applicants requiring compensatory mitigation for a proposed project. The permittee shall obtain prior written authorization from the Corps of Engineers prior to the withdrawal of any compensatory mitigation from the bank. An example of how this condition will be applied is as follows. The Corps determines that the permittee's restoration work on a particular block of the bank would result in 50 acres of restored, enhanced or created wetlands. This allows the permittee to immediately make available 25 acres of compensatory wetland mitigation. The breakdown of the wetland acres and types may be as follows:

WETLAND TYPE	WETLANDS	AVAILABLE
Created	8 acres	4 acres
Enhanced	12 acres	6 acres
Restored	30 acres	15 acres
-----		
Totals	50 acres	25 acres

8. The permittee shall secure a corporate performance security bond, issued by a reputable bonding company, prior to the sale of compensatory wetland mitigation from a block of the bank. The permittee shall provide written proof to the Corps of Engineers of having secured such bond. The bond shall be in the amount of \$5000.00 for each acre of compensatory mitigation to be sold from the specific block of the bank. The permittee shall keep this bond in effect, unchanged, until the final wetland delineation (Special Condition 10) of the bonded portion of the bank has been verified by this office. Upon receipt of written final verification from the Corps, the permittee may reduce the amount

of the bond, for this block of the bank, to an amount equal to \$1000.00 for each acre of wetlands verified to exist in the block, which is sold by the permittee for compensatory mitigation. This reduced bond will then remain in effect until the permittee has successfully completed all maintenance requirements (Special Condition 18) for the block of the bank. If during the maintenance period, the permittee fails to perform necessary maintenance on a block which has been utilized for off site compensatory mitigation, the Government may hire a private contractor to perform this maintenance. The permittee's bonding company shall forfeit to the Government's contractor a portion of the bond equal to the cost incurred for maintenance work. Should the Government invoke this condition, the permittee is prohibited from any further sale of compensatory mitigation from any block of the bank.

9. The permittee shall ensure that Millhaven Plantation or the current land owner records a deed restriction in the nature of a restrictive covenant protecting each block of the mitigation bank as wetlands, in perpetuity. Each deed shall be recorded in the designated county office in which the land is located. Each block of the bank that is recorded shall be surveyed by a licensed surveyor and described by metes and bounds. The permittee shall provide the Corps of Engineers a copy of the recorded deed prior to the use of any wetlands for off site compensatory mitigation from the block of the bank. The permittee shall secure the deed restriction on the portion (50%) of the block of the bank which the Corps has determined may be utilized for off site compensatory mitigation or, at the option of the permittee, on the entire block. The permittee shall use the draft restrictive covenant found at special condition 4 of this permit or Corps approved, effective and enforceable substitute instrument with equivalent terms.

10. The permittee shall notify the Corps of Engineers as soon as a block of the mitigation bank has been fully restored to its pre-drained wetland hydrology or three years from the date of completion of restoration work, whichever ever occurs first. This notification shall include a written report, data sheets and photographs of the maximum hydrologic function which the area has attained and a survey of the jurisdictional wetland boundary line of the block. At the time wetlands are delineated within each block of the bank, the permittee shall use the criteria contained in the most recent Corps approved manual.

11. Upon verification of the above wetland delineation by the Corps of Engineers, all appropriate agencies, including but not limited to the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the U.S.D.A. Soil Conservation Service, the National Marine Fisheries Service and the Georgia Department of Natural Resources, will be given an opportunity to review and comment on the success of the restoration efforts. Final determination of the exact number of acres of wetlands within the block of the bank which have been restored, enhanced or created will be made by the Corps. The Corp's final determination of the exact number of acres of wetlands in each block of the mitigation bank is final, and will not be increased or decreased throughout the life of the permit.

12. Upon receipt of the above written notice of determination from the Corps of Engineers, the permittee may make available for off site compensatory mitigation the remaining acres of restored, enhanced or created wetlands, if any, within the block. The remaining acres will be the difference between the acres of wetlands from the Corps final determination less the wetlands previously credited from the Corps preliminary determination.

13. Under this permit, the permittee may restore or enhance no more than 350 acres of previously drained wetlands for use as compensatory wetland mitigation.

14. The permittee may make available the restored, enhanced or created wetlands which are established within this bank for the off site compensatory mitigation of unavoidable wetlands impacts which would result from activities authorized by a Department of the Army Individual Permits, provided the Corps of Engineers has determined that the 404(b)(1) Guidelines of the Clean Water Act have been met and that the use of the bank is the best practicable alternative for compensatory mitigation. The use of compensatory mitigation from the bank for unavoidable wetlands impacts resulting from activities authorized by a Department of the Army General Permit would not require compliance with the 404(b)(1) Guidelines. The geographic area of consideration for the use of the bank for off site compensatory mitigation of authorized non-tidal wetland impacts shall be confined to Chatham County, Georgia and the Savannah River Basin north to the limits of the Coastal Plain.

15. The average of the functions and values of wetlands within each block of the bank, or any portion thereof, will be assessed by the Corps of Engineers. The Corps may use any available technology, resource or information it determines appropriate in performing these assessments and making wetlands functions and values determinations. Similarly, the Corps will assess the

functions and values of wetlands proposed to be impacted by an authorized activity, as described above. The Corps will make all determinations of the appropriate compensatory mitigation ratios required from the bank to mitigate the lost functions and values of the wetlands impacted. Once the permittee and an applicant receive written notification from the Corps of the required mitigation ratio, a transaction may proceed.

16. The permittee shall maintain accurate written records of all transaction from the bank. Each time wetlands from the bank are used for off site compensatory mitigation, the permittee shall provide this office a current utilization report with the following information: (a) name and permit number of the applicant utilizing compensatory mitigation from the bank; (b) number of acres of mitigation withdrawn for the transaction; (c) date of transaction; (d) number of acres of mitigation remaining in the block; and (e) the total number of acres of wetland mitigation used from the block, and the bank, as of the date of the transaction.

17. MONITORING:

A. The permittee shall perform quarterly inspections of each restored block of the bank beginning immediately upon completion of work. The permittee shall provide the Corps of Engineers a copy of each inspection report within 30 days of the date of the inspection. The permittee shall perform quarterly inspections on the block until a final survey of the delineated jurisdictional wetland boundary has been provided to and verified by this office. The permittee shall then submit a bi-annual inspection reports each September and March. The permittee shall submit inspection reports on the block until the end of the five year maintenance period. Should the applicant fail to provide the Corps with any required inspection report, further sale of compensatory mitigation form the bank may be suspended.

B. The permittee shall install one groundwater monitoring well (piezometer) on each ten acre parcel of each block of the bank (example: 50 acre block requires five wells).

C. The permittee shall randomly establish a 1/10th acre sample plot (66' x 66'), on each ten acres of each block of the bank (example: 50 acre block requires five plots). The permittee shall permanently mark, map and retain these plots for inspections throughout the term of the five year monitoring period.

D. The permittee shall include the following information in each quarterly and/or bi-annual inspection report:

- (1) A map showing the location of the sample plots and groundwater monitoring wells
- (2) Photographs of each sample plot at the time of inspection.
- (3) Mortality rates, by species, of planted trees and growth measurements of survivors, by species.
- (4) Numbers of naturally regenerated living trees by species for each plot.
- (5) Visual estimate of the percent ground cover on each plot by species of shrubs and herbaceous plants.
- (6) Ground water monitor well readings with a map showing the location of each well.
- (7) A written description including: (a) presence, location and depth of any surface water; (b) zone of soil saturation; (c) primary or secondary indicators of soil saturation; (d) condition of ditch plugs and other water control structures and (e) any other information that would be of assistance to the Corps in tracking the progress of the bank.

18. MAINTENANCE:

A. The permittee shall maintain a minimum stocking rate of 300 trees per acre of planted and/or naturally regenerated trees. A minimum of 25% of the dominant trees within the bank shall be of hard mast producing hardwood species. No single species of planted or naturally occurring tree shall at any time exceed 30% of the dominant trees within the bank.

B. The permittee shall take immediate remedial action to correct deficiencies in the required tree survival rates or any permitted ditch plug or other water control structure.

C. The permittee shall perform maintenance on each block of the mitigation bank for five consecutive years with no significant deficiencies. Should a significant deficiency be identified, the five year maintenance and monitoring period shall start again upon completion of required remedial action. A significant deficiency may include, but is not limited to, failure of a water control structure or failure of a block of the bank to meet minimum or maximum tree stocking levels.



19. This permit authorizing the establishment, operation, management and maintenance of the wetland mitigation bank will be valid for a period of five years. Should it appear that wetlands restoration work authorized under this permit will not be completed prior to permit expiration, the permittee must request an extension. This request must be submitted in writing at least 6 months prior to the permit expiration date. The permittee shall include in the request any proposed modifications to the special conditions of the permit. All appropriate resource agencies would be given opportunity to review and comment on proposed modifications to the permit conditions. The Corps of Engineers will complete a re-evaluation and make a decision on whether or not to extend the permit for an additional five year period and/or if to modify any of the special conditions.

**FURTHER INFORMATION:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require reevaluation include, but are not limited to, the following:

a. Failure to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 and Special Condition 19 establish a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

W. E. T., Inc.

By: ARTHUR N. EAGER  
(PERMITTEE) Chairman

December 15, 1992  
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Nicholas Ogden  
Issued for and in behalf of:

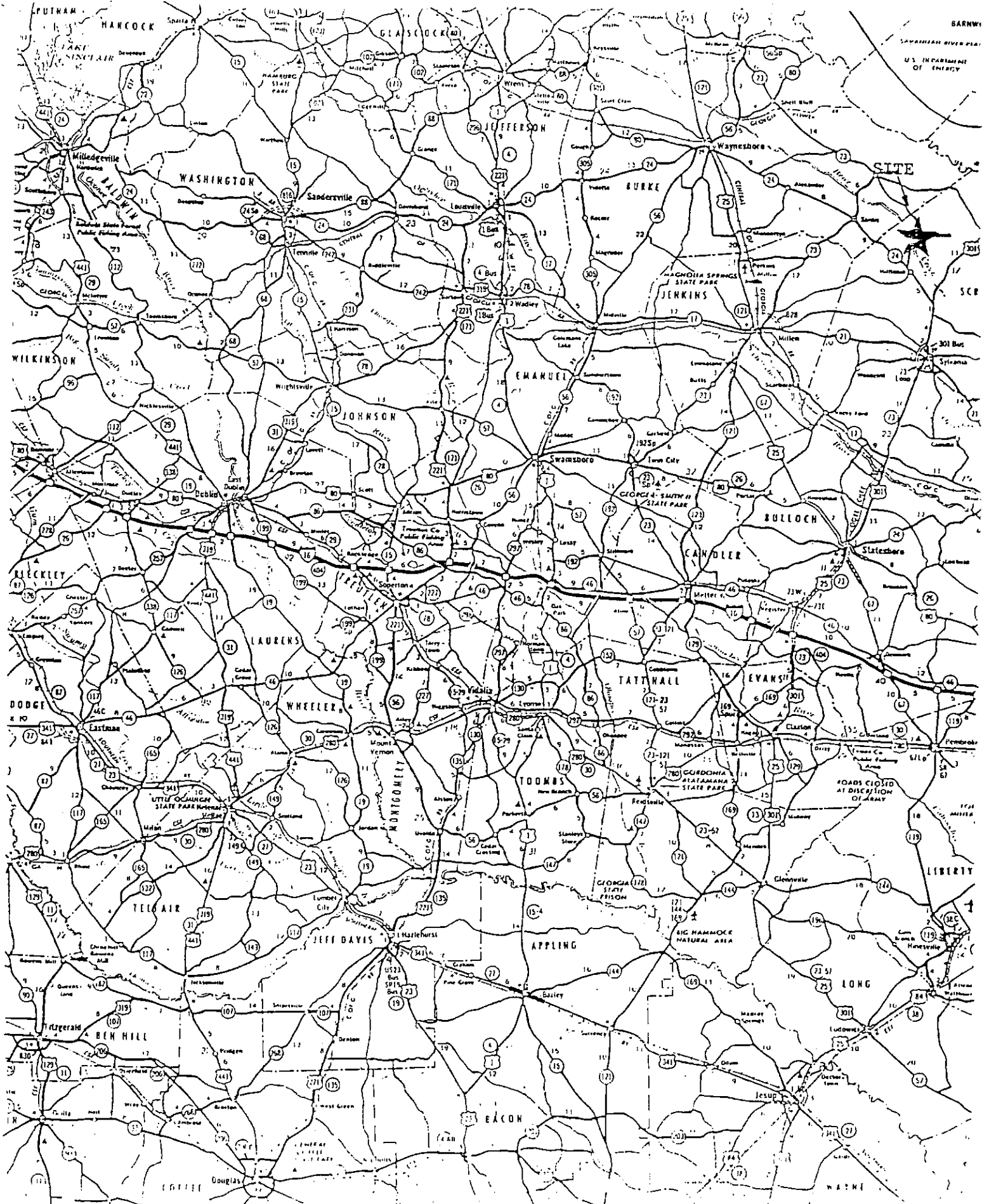
December 18, 1992  
(DATE)

Donald R. Holzwarth  
Colonel, U. S. Army  
District Engineer

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
(TRANSFEREE)

\_\_\_\_\_  
(DATE)



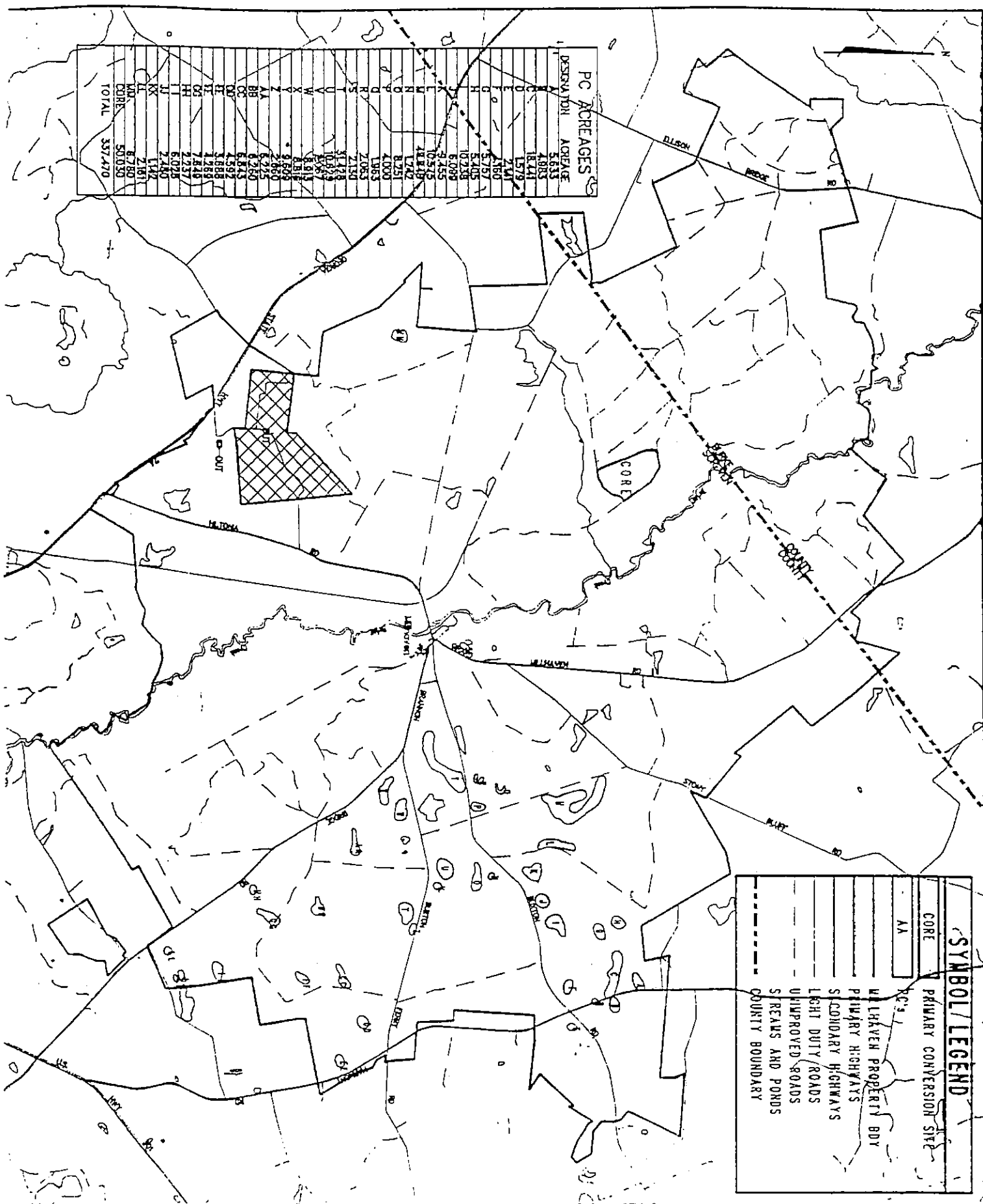
BARNWELL  
SAVANNAH RIVER PARK  
U.S. DEPARTMENT OF ENERGY

91-137

ENGINEERING SERVICES, INC.

EXHIBIT A

DESCRIPTION	ACREAGE
AA	5.615
BB	5.803
CC	18.241
DD	15.719
EE	2.211
FF	1.160
GG	5.757
HH	5.405
II	10.251
JJ	9.755
KK	10.875
LL	12.915
MM	1.742
NN	1.742
OO	8.251
PP	4.000
QQ	1.983
RR	2.083
SS	2.130
TT	31.128
UU	10.525
VV	15.525
WW	15.811
XX	8.911
YY	3.260
ZZ	6.260
AA	6.260
BB	6.260
CC	6.845
DD	4.592
EE	1.888
FF	1.988
GG	7.848
HH	2.211
II	6.024
JJ	2.242
KK	1.142
LL	2.181
MM	8.780
NN	50.030
TOTAL	337.470



SYMBOL/LEGEND	
(Dashed line)	CORE
(Solid line)	PRIMARY CONVERSION SITE
(Shaded area)	AA
(Solid line)	PC'S
(Solid line)	MILHAVEN PROPERTY B'DY
(Solid line)	PRIMARY HIGHWAYS
(Solid line)	SECONDARY HIGHWAYS
(Solid line)	LIGHT DUTY ROADS
(Solid line)	UNAPPROVED ROADS
(Wavy line)	STREAMS AND PONDS
(Dashed line)	COUNTY BOUNDARY

MILHAVEN PLANTATION  
PROPERTY BOUNDARY

PREPARED FOR:  
W.E.T., inc.  
91-137



DESIGN: CLK, JDR  
GRAPHICS: JEP  
REVIEW: CLK, JDR  
DATE: 8-27-91

# ± ACRES IN BURKE CO.

TO GIRARD

42°30' 34"

35

6650 II S/W  
(GIRARD) 35

40' 38

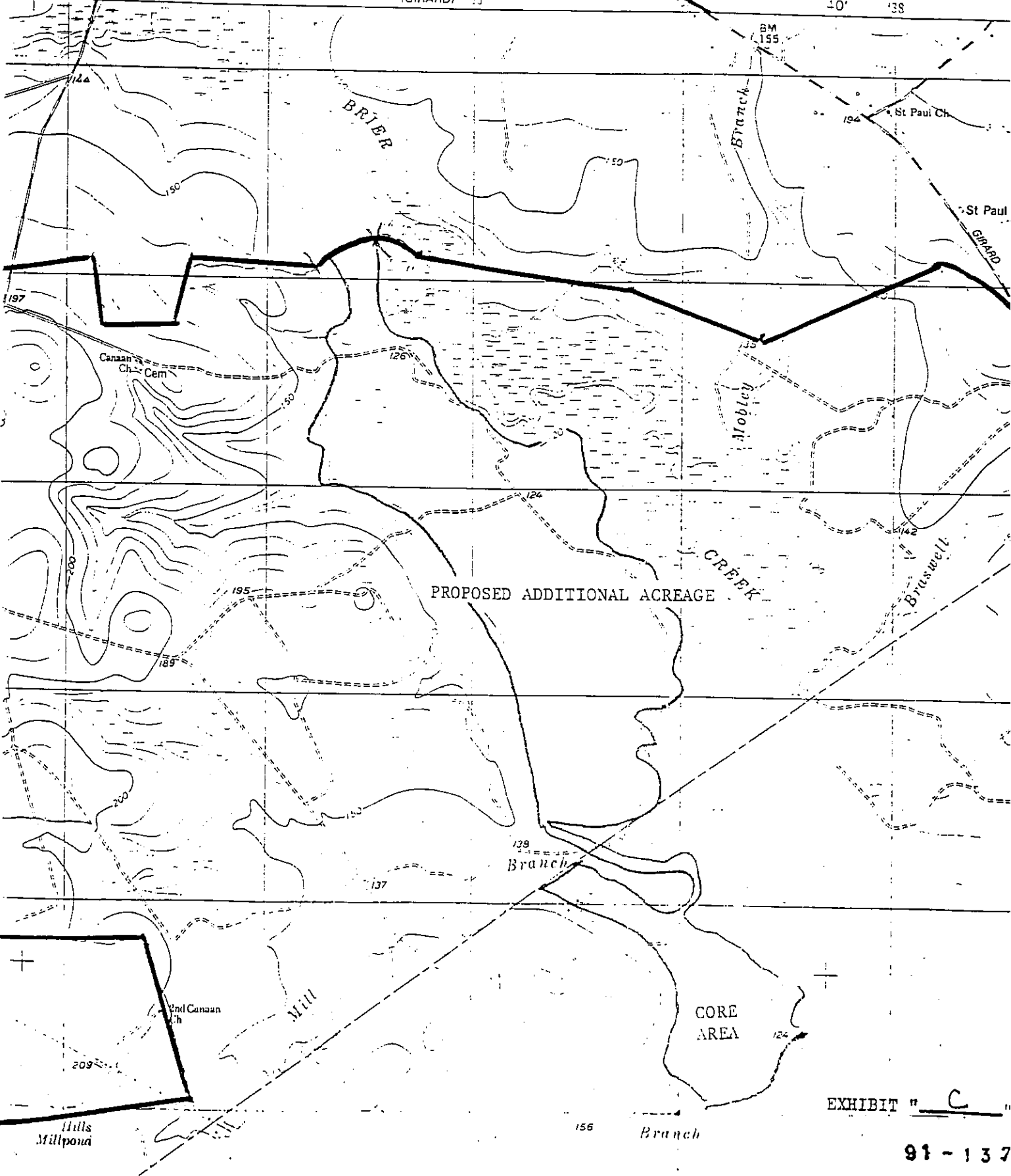


EXHIBIT "C"

91-137



EXHIBIT " D "

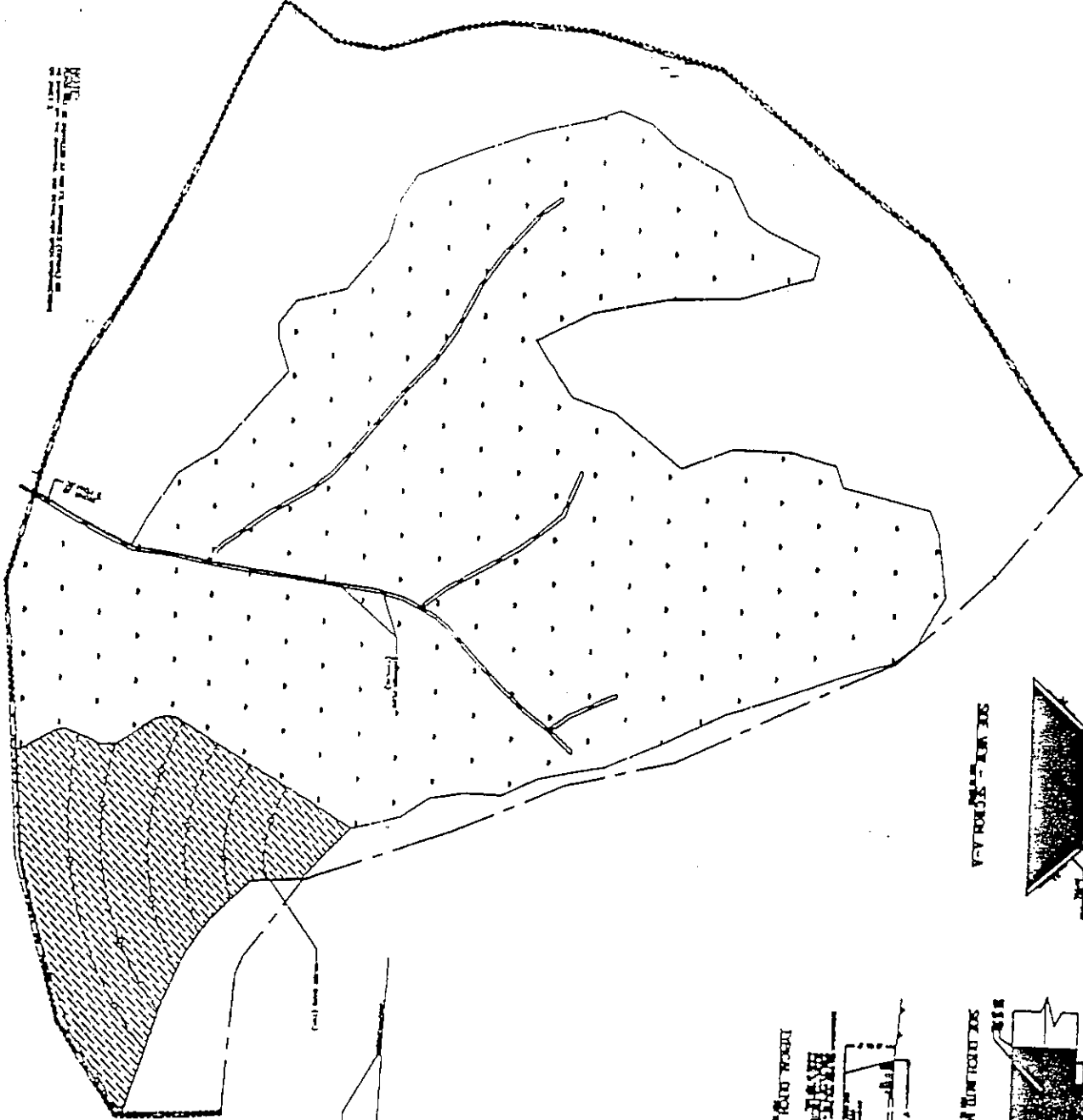
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TOPOGRAPHIC SURVEY  
FOR THE CORE AREA AT  
MILWAUKEE, WISCONSIN

PREPARED FOR:  
W. E. T. INC.  
400 E. MADISON ST.

EMC ENGINEERING  
SERVICES INC.

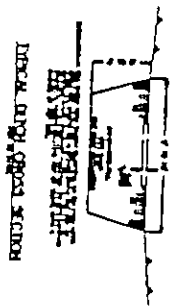




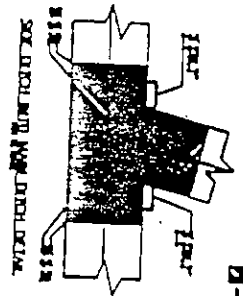
DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_



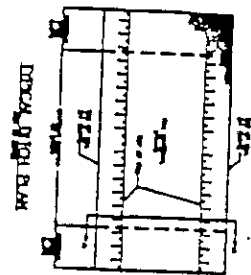
SEE VIEW - SECTION A-A



SEE VIEW - SECTION B-B

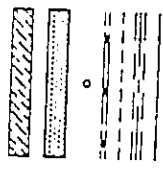


SEE VIEW - SECTION C-C



SEE VIEW - SECTION D-D

CROSS SECTION OF  
 IRRIGATED WATER RETENTION SYSTEM



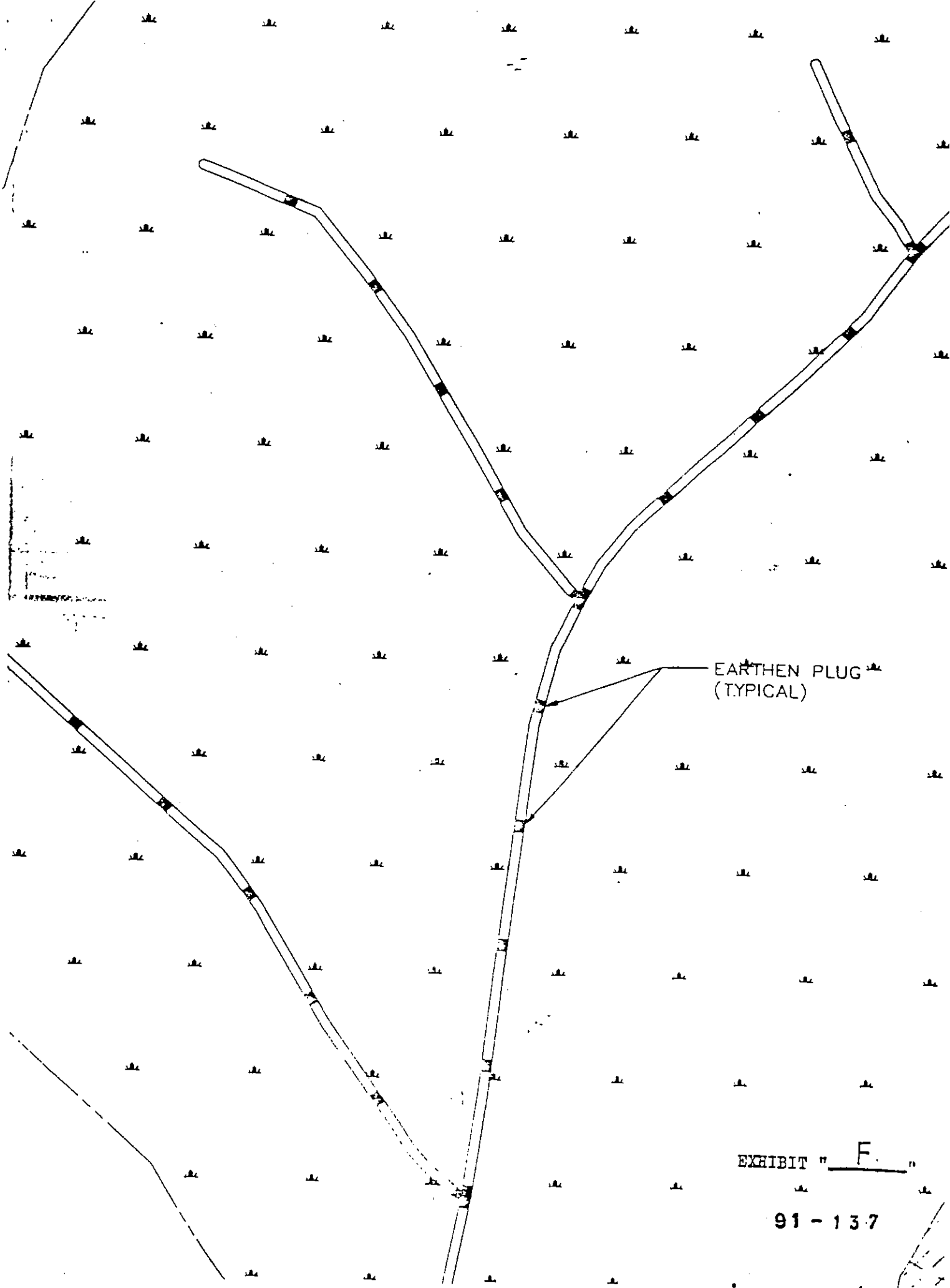
LEGEND

1. All areas shown on this plan are to be protected by the proposed mitigation measures.  
 2. The proposed mitigation measures are to be installed in accordance with the specifications and standards of the relevant authorities.  
 3. The proposed mitigation measures are to be installed in accordance with the approved design and construction details.  
 4. The proposed mitigation measures are to be installed in accordance with the approved construction schedule.

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EXHIBIT " E "




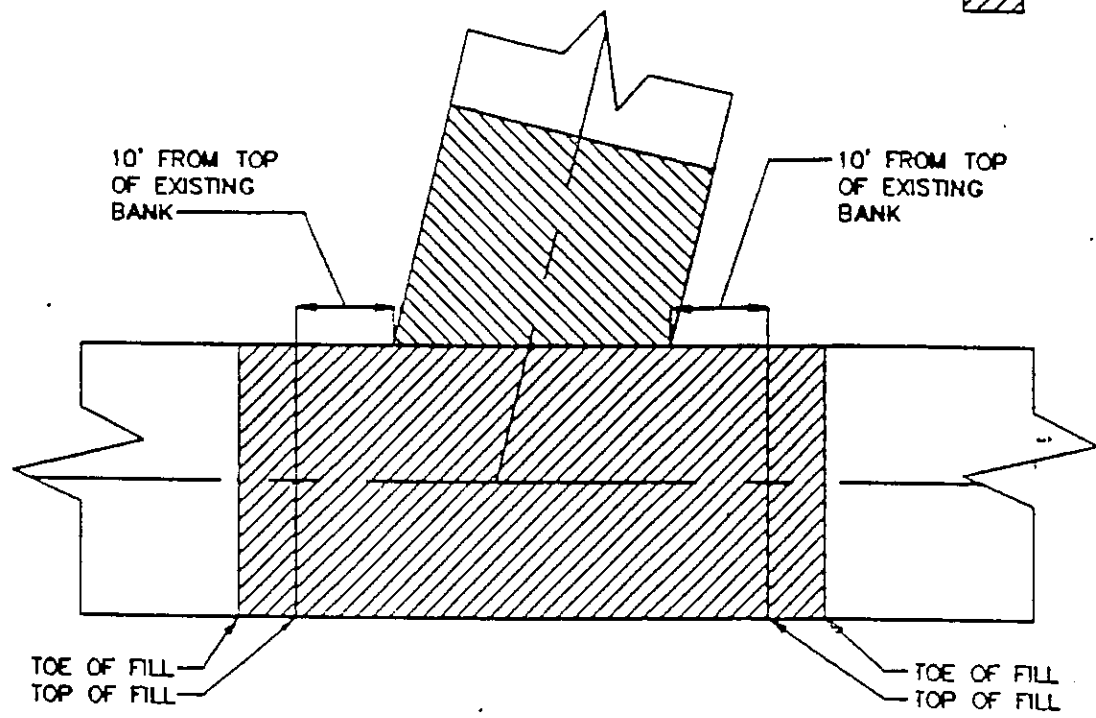


EARTHEN PLUG  
(TYPICAL)

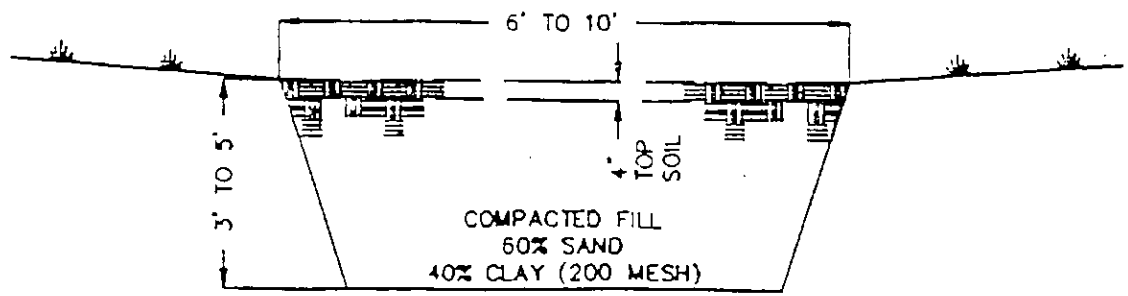
EXHIBIT " F "

91-137

 AREA TO BE FILLED



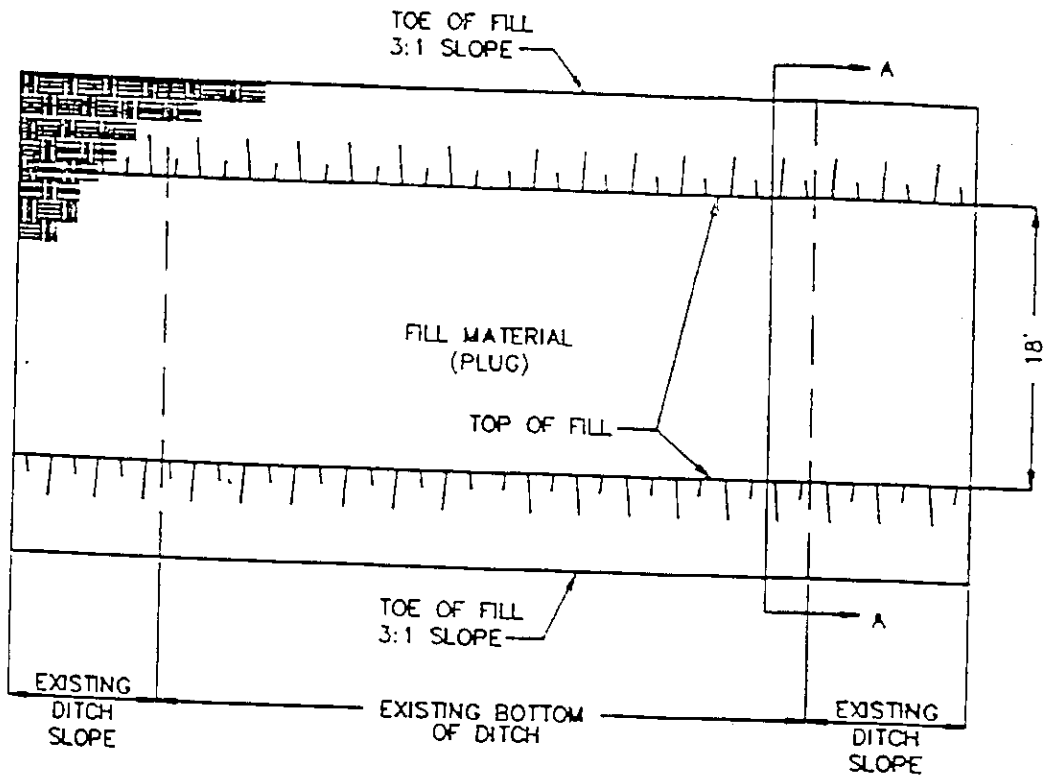
SIDE DITCH INTO MAIN DITCH DETAIL  
NOT TO SCALE



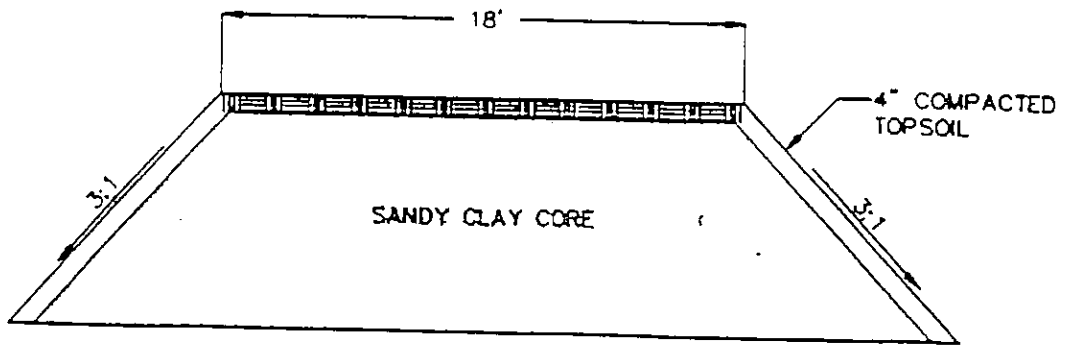
INSTRUCTIONS: FILL DITCH WITH SANDY CLAY FILL IN SIX INCH LIFTS FROM THE INVERT TO 4 INCHES FROM THE TOP OF EXISTING BANK COMPACT MATERIAL TO 90% MODIFIED PROCTOR. MATCH EXISTING TOP OF SLOPE WITH 4 INCHES OF TOP SOIL.

TYPICAL DITCH CROSS SECTION  
NOT TO SCALE

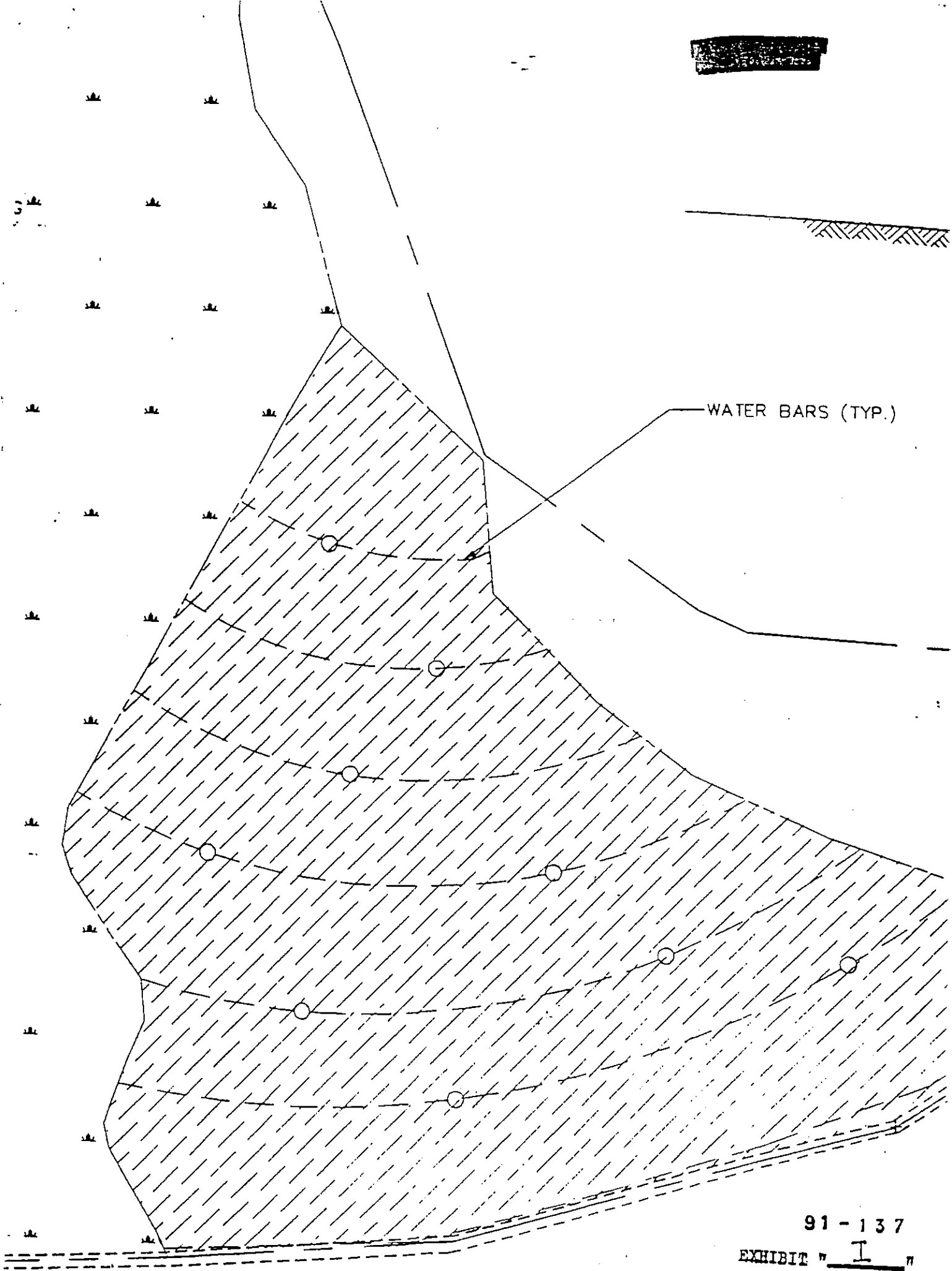
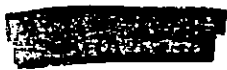
EXHIBIT " G "



TYPICAL DITCH PLAN  
NOT TO SCALE



SIDE VIEW - SECTION A-A  
NOT TO SCALE



WATER BARS (TYP.)

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EXHIBIT " I "

ARS (TYP)

NATURAL GROUND  
(NO MANIPULATION)

WATER BARS  
(BEDDED SITES)

100'

EXISTING ROAD

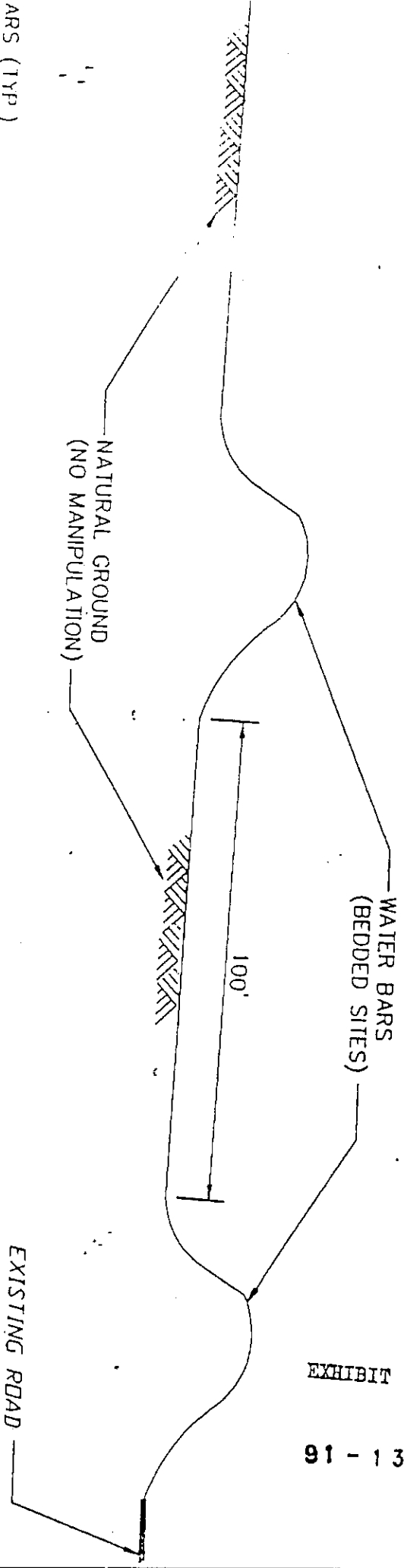
CROSS SECTION OF  
TERRACED WATER RETENTION SYSTEM

NOT TO SCALE

EXHIBIT " J "

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LEG



CANOPY SPECIES PROPOSED FOR PLANTING  
IN MITIGATION AREAS AT MILLHAVEN PLANTATION

<u>SPECIES</u>	<u>COMMON NAME</u>
<del>Liquidambar styraciflua</del> Deleted	<del>Sweetgum</del>
<del>Acer rubrum</del> Deleted	<del>Red Maple</del>
Nyssa sylvatica biflora	Black gum
Taxodium distichum	Cypress
Magnolia virginiana	Sweet Bay
Quercus nigra	Water Oak
Quercus phellos	Willow Oak
Quercus lyrata	Overcup Oak
Quercus laurifolia	Laurel Oak
Quercus michauxii	Swamp Chestnut Oak
Persea borbonia	Red Bay
Fraxinus pennsylvanica	Green Ash
Fraxinus profunda	Pumpkin Ash
Betula nigra	River Birch
Carya aquatica	Water Hickory
Carya laciniosa	Shellbark Hickory

STATE OF GEORGIA )

COUNTY OF \_\_\_\_\_ )

CONSERVATION AND WETLANDS EASEMENT

THIS DEED OF EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1991, between \_\_\_\_\_, of \_\_\_\_\_ County, Georgia, herein called the Grantor, \_\_\_\_\_, a corporation organized under the laws of the State of Georgia, herein called the Grantee:

WITNESSETH:

WHEREAS, the grant of this easement will assist in preserving and maintaining important wetlands;

NOW, THEREFORE, in consideration of the foregoing benefits flowing to all parties, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Grantor does hereby give, grant and convey to the Grantee a Conservation Easement as described below in gross, in perpetuity, in, on and over, and the right to ~~restrict~~ the use of, the real property described on Exhibit A annexed hereto which shall be referred to in this instrument as the Protected Property.

The acts which the Grantor, his heirs and assigns, so covenants to do and not to do upon the property, and the restrictions which the Grantee is hereby entitled to enforce shall be as provided herein.

The said Conservation Easement in perpetuity over the Protected Property shall insure:

1. The maintenance of the Protected Property in its natural, scenic, ~~and open~~ <sup>delete</sup> condition;

2. The right of the Grantee, in a reasonable manner and at reasonable times, to enforce by proceedings at law or in equity the covenants set forth herein.

3. The right of the Grantee for ingress and egress to and from the Protected Property over adjacent lands of the Grantor for the purpose of inspecting the Protected Property to determine if the Grantor, or Grantor's heirs or assigns, is complying with the covenants and purposes of this grant to perform repairs or remedial work to maintain the Protected Property as wetlands; and further to observe and study nature and to make scientific and educational observations and studies in such a manner as will not disturb the quiet enjoyment of the Protected Property by the Grantor, Grantor's heirs and assigns.

4. That the easement in gross granted herein shall be deemed to be a binding servitude which shall run with the land in perpetuity and shall bind the heirs, devisees and assigns of the Grantor.

AND IN FURTHERANCE OF THESE AFFIRMATIVE RIGHTS, the Grantor makes the following covenants, on behalf of Grantor's self, heirs and assigns, which covenants shall run with and bind the Protected Property in perpetuity:

1. The Protected Property shall be maintained as provided in any federal permit issued for the Protected Property under provisions of Section 404 of the Clean Water Act (33 U.S.C. § 1344) and the rules and regulations promulgated thereunder. There shall be no construction thereon, and there shall be no filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials nor any change in the topography of the land in any manner excepting the maintenance of existing foot trails and roads except as may be authorized under such permit or amendments thereto.



2. The Grantor shall assist in the maintenance of the above described land as wetland, including streams, springs, lakes, ponds, marshes, sloughs, swales, swamps or potholes now existing or later occurring on the subject tract (1) by not draining or permitting the draining through the transfer of appurtenant water rights; (2) by not ditching or any other means; (3) by not filling in with earth or any other material, any low areas or wetlands; and (4) by not burning any areas covered with marsh vegetation.

3. There shall be no dumping of ashes, trash, garbage, or other unsightly or offensive material, and no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils.

4. There shall be no manipulation or alteration of natural water courses, lake shores, marshes or other water bodies or activities or uses detrimental to water purity.

Grantor expressly reserves the right to use the property for all purposes not inconsistent herewith, including all rights of hunting and fishing and the right to use the Protected Property for silvicultural purposes consistent with the permit.

Although this Conservation Easement in gross will benefit the public in the ways recited above, nothing herein shall be construed to convey a right to the public or access or use of the property and the Grantor, his heirs and assigns shall retain exclusive right to such access and use, subject only to the provisions herein recited.

The Grantor, Grantor's heirs and assigns, agree to pay any real estate taxes or assessments levied by competent authorities on the Protected Property and to relieve the Grantee from responsibility for maintaining the Protected Property.

The Grantor agrees that the terms, conditions, restrictions, and purposes of this grant will be inserted in any subsequent deed, or other legal by which the Grantor is divested of either the fee simple title to or possessory interest in the Protected Property.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the  
day and year first above written.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_ (L.S.)  
\_\_\_\_\_ (L.S.)

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Georgia

# Georgia Department of Natural Resources

205 Butler Street, S.E., East Floyd Tower, Atlanta, Georgia 30334

Joe D. Tanner, Commissioner  
Harold F. Reheis, Director  
Environmental Protection Division

February 28, 1992

Mr. Arthur Berger, President  
Wetlands Environmental Team, Inc.  
420 East Macon Street  
Savannah, Georgia 31402

RE: Water Quality Certification  
Public Notice No. 1991 00137  
Mitigation Bank, Burke & Screven Counties

Dear Mr. Berger:

Pursuant to Section 401 of the Federal Clean Water Act, the State of Georgia issues this certification to Wetlands Environmental Team, Inc., an applicant for a Federal permit or license to conduct an activity in, on or adjacent to the waters of the State of Georgia.

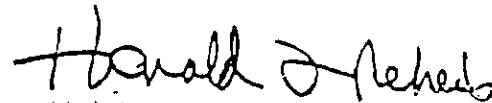
The State of Georgia certifies that there is no applicable provision of Section 301; no limitation under Section 302; no standard under Section 306; and no standard under Section 307, for the applicant's activity. The State of Georgia further certifies that the applicant's activity will comply with all applicable provisions of Section 303.

This certification is contingent upon the following conditions:

1. All work performed during construction will be done in a manner so as not to violate applicable water quality standards.
2. No oils, grease, materials or other pollutants will be discharged from the construction activities which reach public waters.

It is your responsibility to submit this certification to the appropriate Federal agency.

Sincerely,



Harold F. Reheis  
Director

HFR:kp

cc: Mr. Nick Ogden  
Mr. Robert F. McGhee

EXHIBIT "M"

91 - 137

RECEIVED BY OPL-F  
ON MAR 05 1992

## RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT ("Covenant") is hereby made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, by the undersigned \_\_\_\_\_ ("Owner"), owner of a certain tract of real property in \_\_\_\_\_ County, \_\_\_\_\_ which includes the property more specifically described by licensed surveyor in Exhibit A, attached hereto and by this reference made a part hereof (the "Property").

### PREMISES

WHEREAS, Owner has leased the Property to Wetlands Environmental Team, Inc., (WET) and entered into a Deed of Conservation Easement for the purpose of creating a "Commercial Wetland Mitigation Bank."

WHEREAS WET has received a Department of the Army Individual Permit (Permit No. 199100137) pursuant to Section 404 of the Clean Water Act for certain dredge and fill activities in order to create the mitigation bank.

Whereas in connection with such permit, Owner desires to place certain restrictions upon the Property; and agrees to all special conditions as set forth in above referenced permit;

NOW THEREFORE, in consideration of the premises and the benefits obtained by the Owner from the Permit and for other consideration, the receipt and adequacy of which are hereby acknowledge, Owner does hereby covenant and agree to restrict, and does by this instrument intend to restrict, the future use of the Property as set forth below, by establishment of this Covenant running with the Property:

1. Owner hereby covenants that neither it nor its successors, assigns, agents, employees or servants, or any of them, shall not in any way alter the soils or hydrology of the Property by action or actions taken within or without the boundaries of the Property except as necessary to comply with the terms of the Permit. The intent of Owner in placing these restrictions upon the use of the Property is that the Property shall remain a wetland in perpetuity, for the purpose of conservation and the protection of public health and the environment. The actions encompassed as prohibited by this Covenant shall include the terms of the Permit. They shall also include but not be limited to the following: removal of beavers or beaver dams or otherwise interfering with beavers; clearing; earthmoving, grading, cultivation, discing, burning, or filling; placement of refuse, waste, sewage, other debris or any hazardous substances on the Property; draining, ditching, diking, dredging, channelizing, pumping, impounding and related activities; diverting or affecting natural flow of surface or underground waters into,

within, or out of the Property; grazing of domesticated animals; or raising of any structure on the Property, whether temporary or permanent, except that minimal structures for observation of wildlife and wetlands ecology may be constructed with the prior approval of the Corps of Engineers. Actions encompassed as authorized by this Covenant shall include but not be limited to the following:

A. Timber cutting/harvesting is allowed when the dominant tree canopy of the area has reached an average age of 30 years. The area may be thinned to an average basal area of 80 square feet per acre. No single acre shall be cut below a basal area of 60 square feet. Thinnings shall be conducted to selectively leave dominant mast producing trees with no single species to comprise more than 30% of the remaining dominant canopy.

B. Further harvesting is allowed when the tree reach an average age of 80. At this time the area shall be placed on an 80 year rotation, through the use of single tree selection or limited patch cutting. Any timber cutting within the area shall be for wildlife management purposes. A tree canopy of an age class and species diversity which consistently produce high quality hard mast shall be maintained.

C. The harvesting of timber in these lands shall be accomplished by using and maintaining existing woods roads and by removing single trees out of the area to a log loading deck also located outside the area.

2. Owner, its successors and assigns, shall retain all other customary rights of ownership, including but not limited to the exclusive possession of the Property, the right to use the Property in any manner not prohibited by this Covenant, and the right to transfer or assign interest in the Property, subject to the conditions of this Covenant. The restrictions and covenants contained in this Covenant constitute a perpetual servitude upon and run with the Property. This restrictive covenant shall not terminate if wetland delineation criteria pursuant to federal or state guidelines shall change the definition of "wetlands" in the future. Owner shall keep such real estate described in the survey as a natural, scenic, aesthetic, plant and wildlife habitat and the real property shall be maintained in its natural and wild state and restricted from any development or use other than st forth above.

3. Owner hereby expressly grants the Corps authority to enforce the provisions of this Covenant. Appropriate remedy for violation of this Covenant is contemplated by Owner to include but not necessarily to be limited to termination of the Permit, injunctive relief to restrain such violation of this Covenant, and restoration of the Property to wetland conditions, This authority to enforce granted to the Corps shall not preclude or diminish the rights of any other parties at law or equity to enforce the provisions of this Covenant.

4. The U.S. Army Corps of Engineers, its contractors and agent are specifically grants a right of Entry upon the property described in Exhibit A for the purpose of insuring compliance with the terms of this permit and maintenance plan together with a right of access, ingress and egress upon reasonable notice to Owner, over existing roads and paths as they exist, form time to time

IN WITNESS WHEREOF, Owner, by its duly designated representative, has hereto set its hand and seal.

Sworn to and subscribed  
before me this \_\_\_ day of  
\_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:

\_\_\_\_\_  
Witness

OWNER:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_