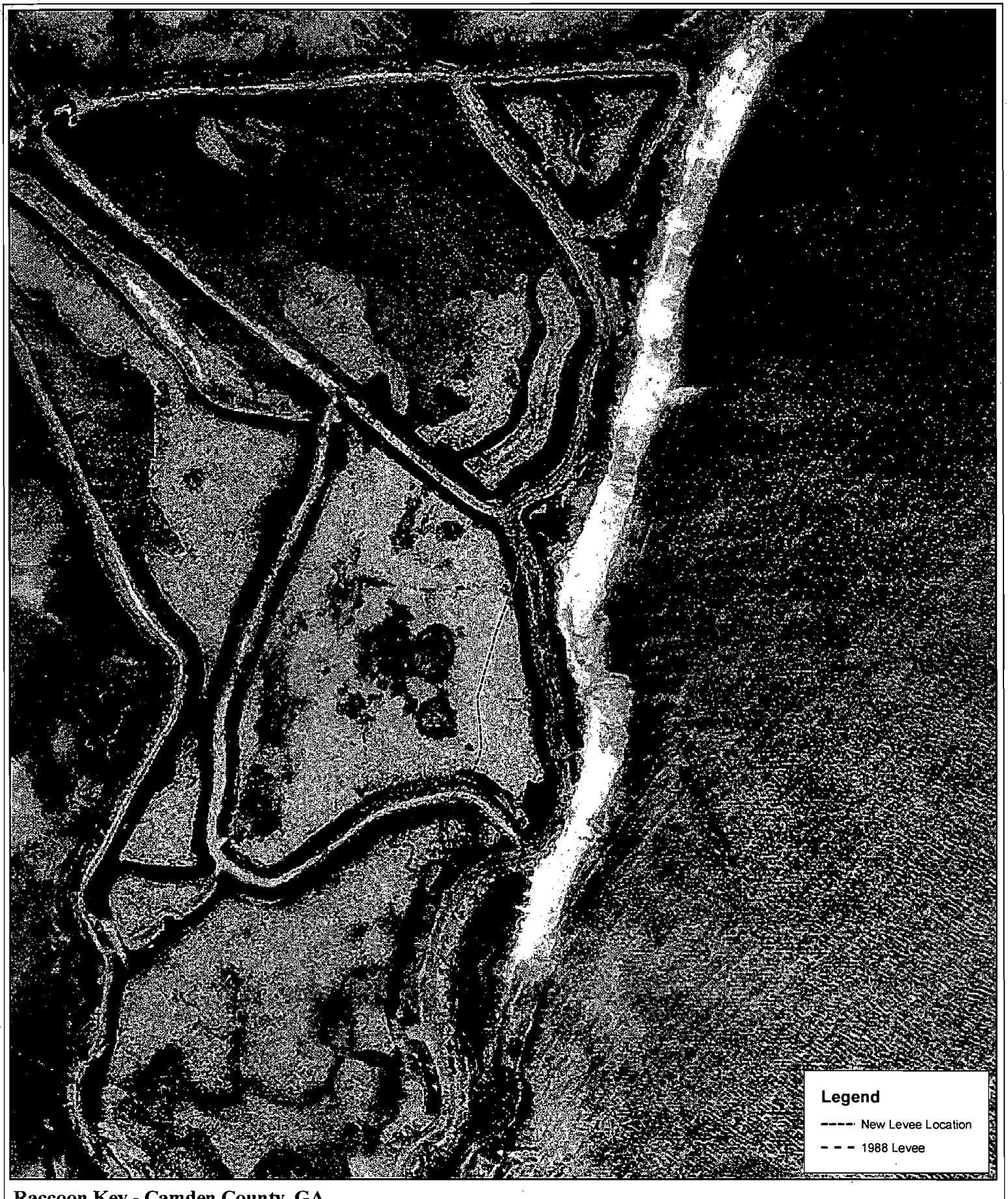
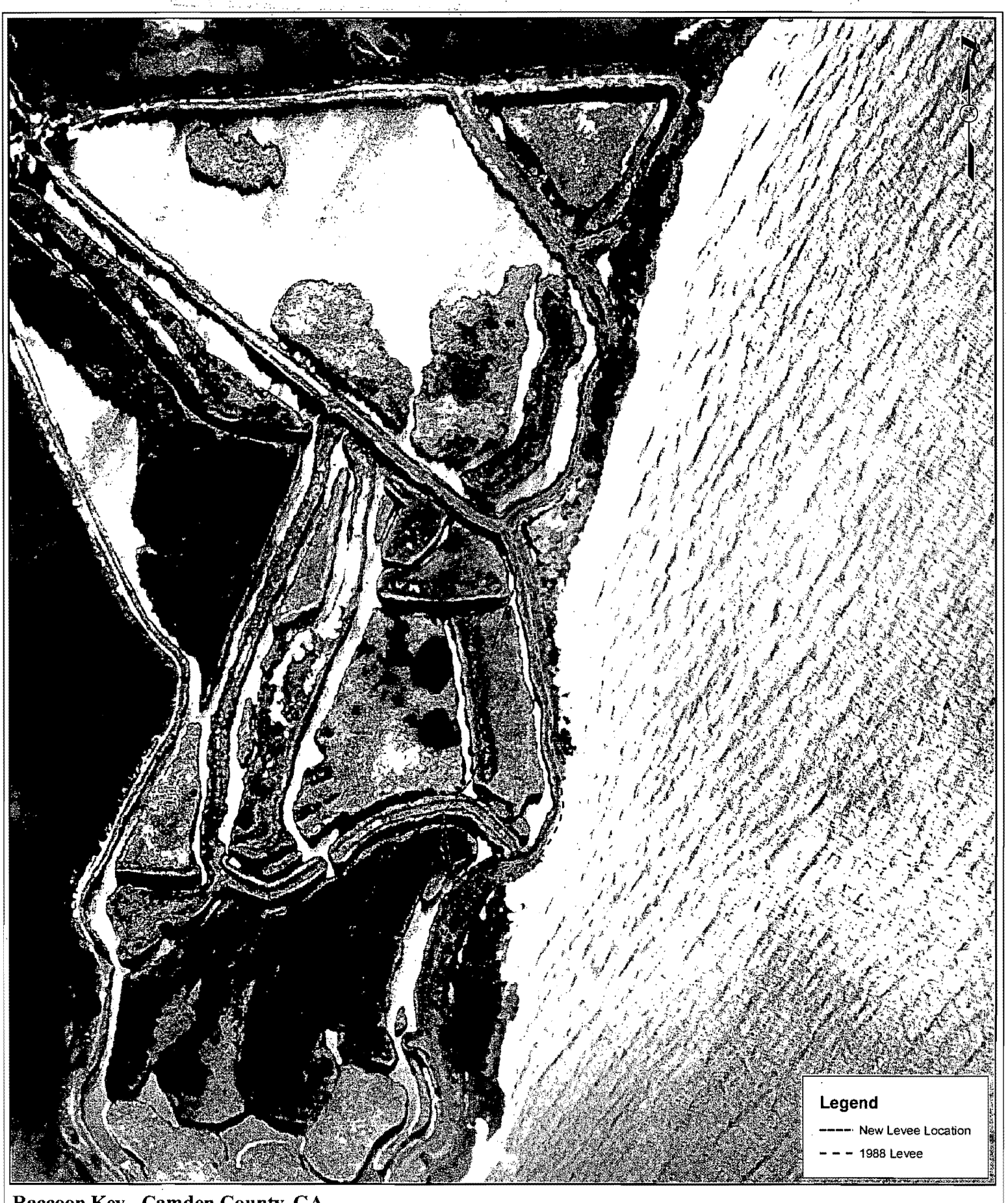


Raccoon Key - Camden County, GA
1988 Aerial Imagery

0 0.05 0.1 0.2 Miles

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY



Raccoon Key - Camden County, GA
1999 Aerial Imagery

0 0.05 0.1 0.2 Miles

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Raccoon Key - Camden County, GA
2005 Aerial Imagery

0 0.05 0.1 0.2 Miles

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Raccoon Key - Camden County, GA
March 2006 Aerial Imagery

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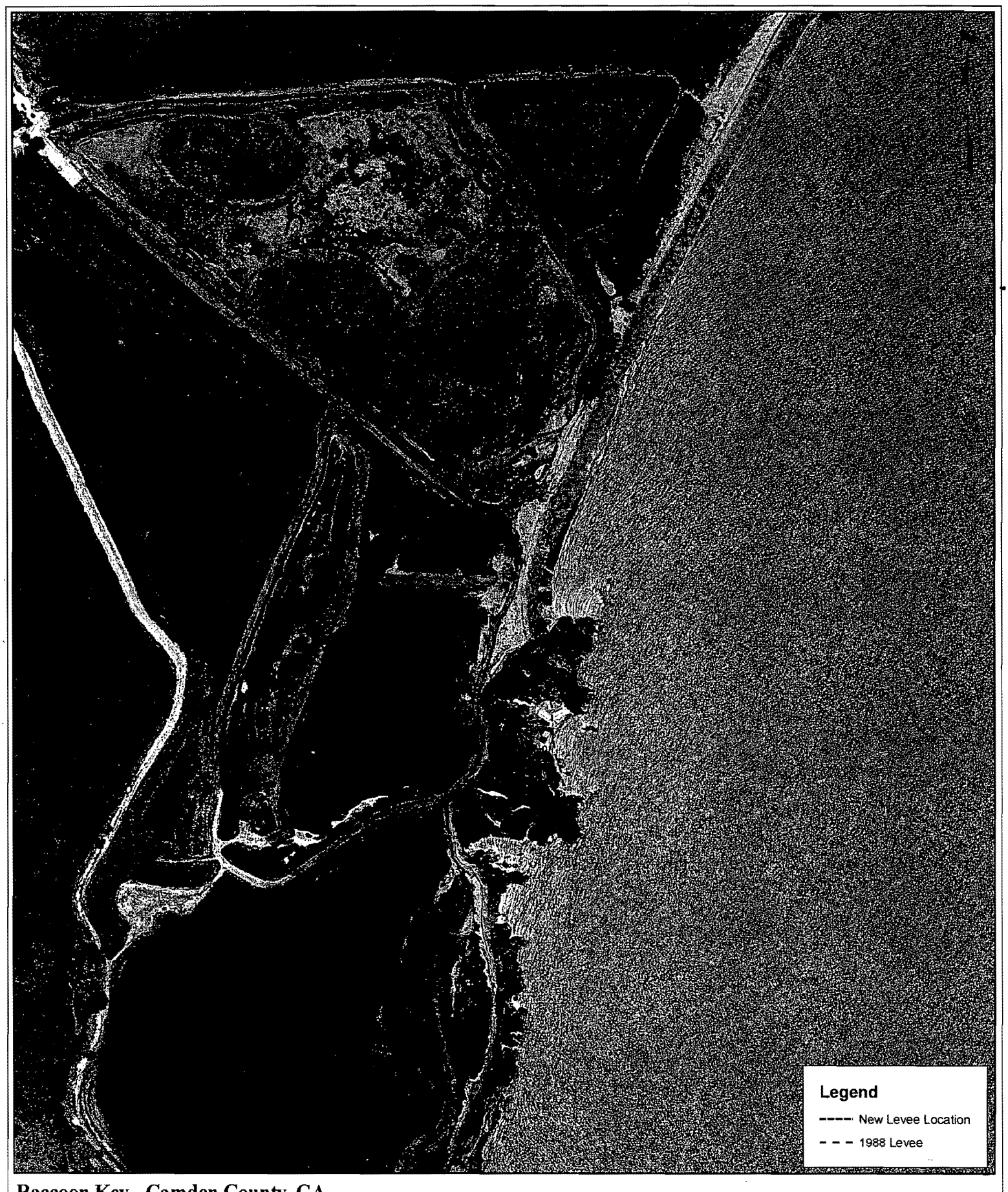
Raccoon Key - Camden County, GA
2007 Aerial Imagery

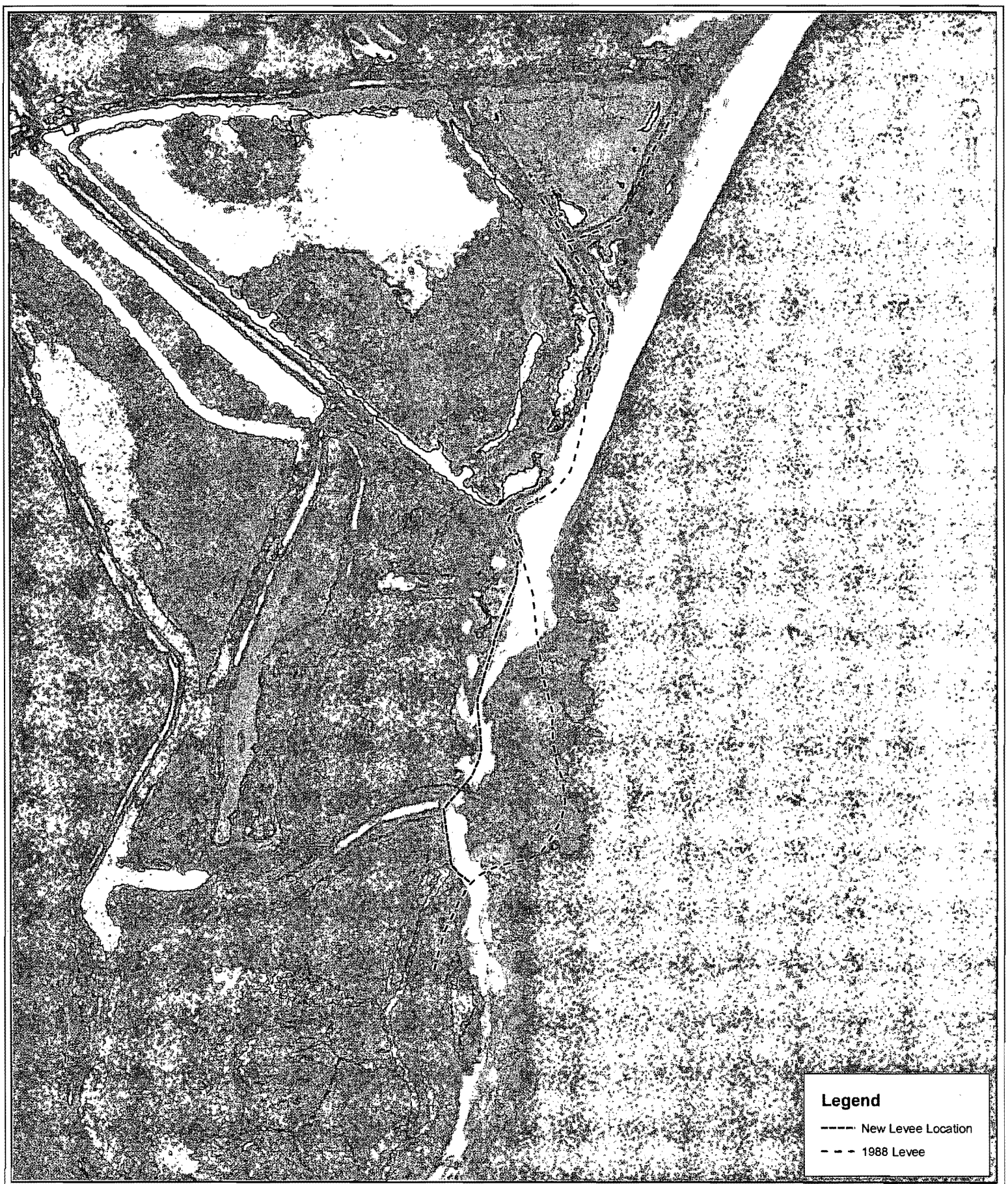
0 0.05 0.1 0.2 Miles



Raccoon Key - Camden County, GA
2008 USGS Aerial Imagery

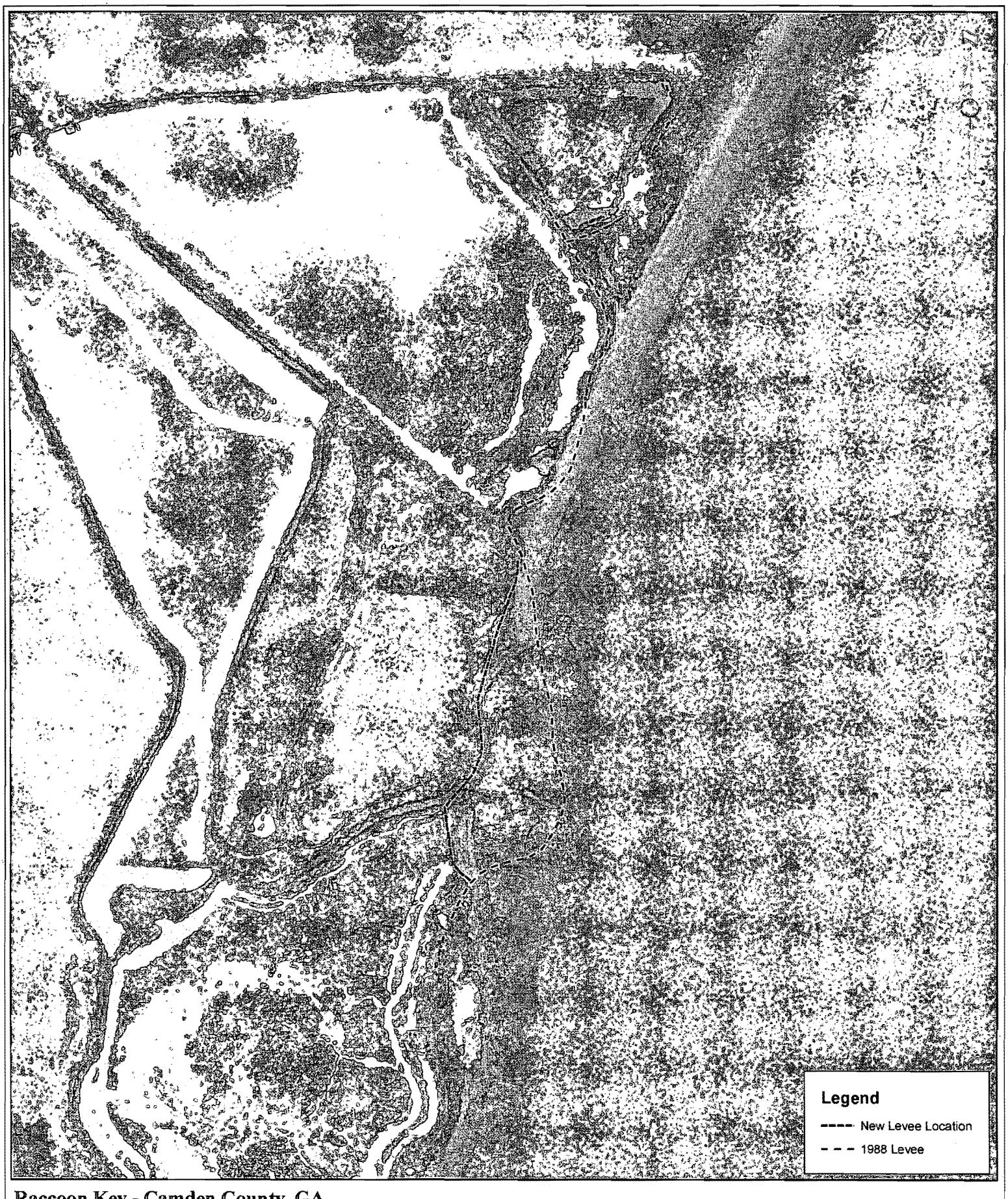
0 0.05 0.1 0.2 Miles

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY



Raccoon Key - Camden County, GA
2009 Aerial Imagery

0 0.05 0.1 0.2 Miles



Raccoon Key - Camden County, GA
2010 Aerial Imagery

0 0.05 0.1 0.2 Miles

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

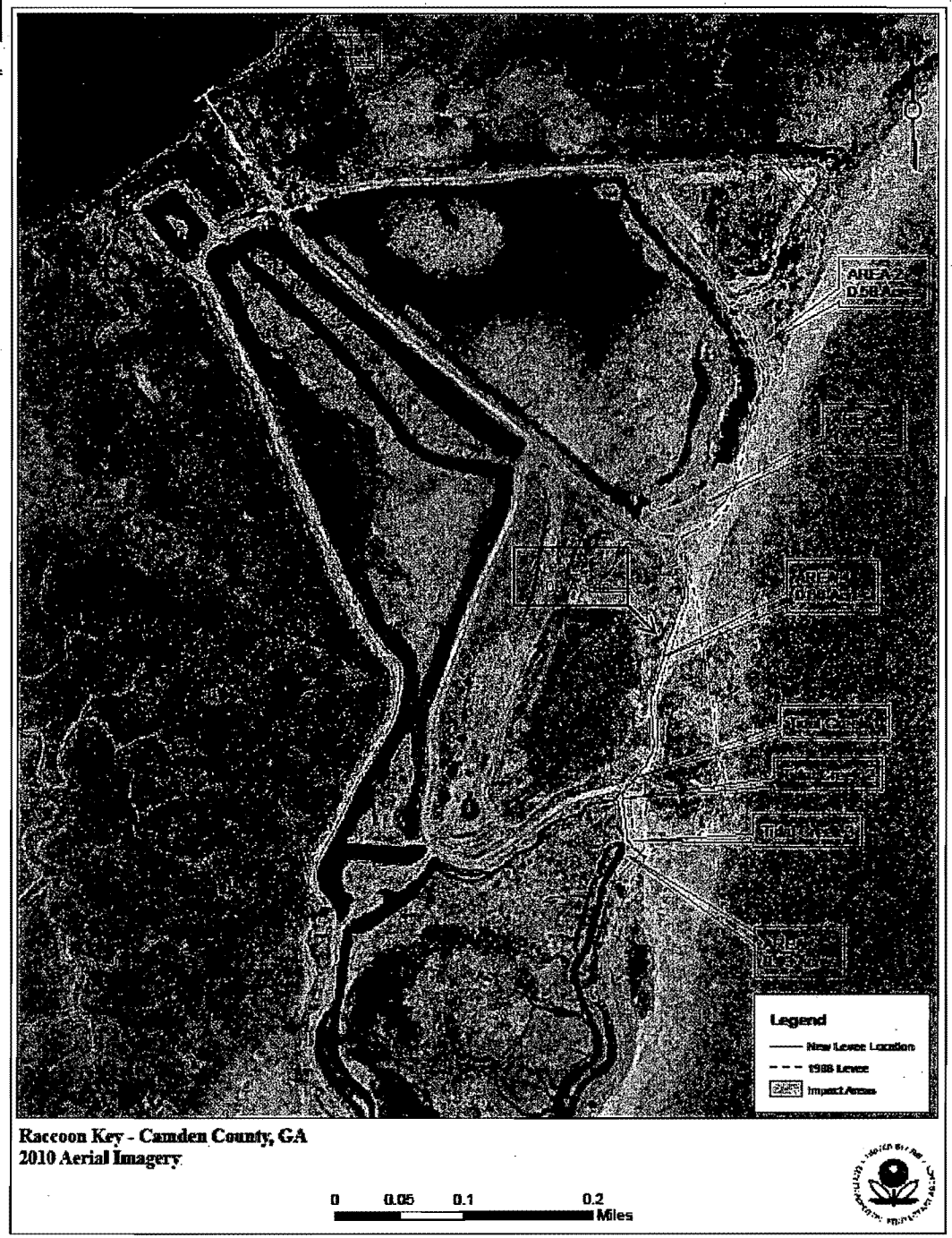
Raccoon Key - Camden County, GA
2010 Aerial Imagery

0 0.05 0.1 0.2 Miles

Remove fill

CORRECTIVE MEASURES

- Reconnect the southern pond to tidal influence by removing fill material in tidal creeks 2 & 3.
- Removal of fill material placed in tidal marsh – Impact Areas 2, 3, 4, 5, and 6.
- Restoration and monitoring of Impact Areas 2, 3, 4, 5, and 6.
- Monitor the continued success of Impact Area 1 (this area has begun to restore itself naturally).



Raccoon Key - Camden County, GA
2010 Aerial Imagery

CESAS-RD-C December 20, 2012

MEMORANDUM FOR RECORD

SUBJECT: Department of Army File SAS-2012-00938, Isla de Mapache Mitigation Bank (Raccoon Key)

On December 19, 2012, a site visit occurred on Isla de Mapache Mitigation Bank (Raccoon Key). It was originally set up to accommodate the schedule of Environmental Protection Agency (EPA), a member of the Interagency Review Team (IRT). Georgia Department of Natural Resources, Coastal Resource Division (Georgia CRD) enforcement section was scheduled to take EPA and US Army Corps of Engineers (Corps) out to the mitigation site to look at the unauthorized activity (UA) location and the potential bank area. The visit ended up being an impromptu IRT site visit since the majority of the IRT were present.

The following personnel were in attendance: Sherelle Reinhardt (Corps), Sarah Wise (Corps), Eric Sommerville (EPA), Dale Caldwell (Georgia Department of Natural Resources, Environmental Protection Division), Kelie Moore (Georgia CRD), Buck Bennett (Georgia CRD), Josh Noble (Georgia CRD), Jason Lee (Georgia Department of Natural Resources, Wildlife Resource Division), Alton Brown (Agent, Resource and Land Consultants), Cody Hale (Nutter and Associates), Trey Evans (Sponsor), Matt Peery (Sponsor), Bill Evans (Sponsor) and George Hovis (Sponsor).

After the site visit, comments were discussed. There were two main concerns/topics that dominated the conversation. The first was the UA area being included in the bank and how baseline data would be collected. I informed the group that my preference would be either the UA area be taken out of the bank completely until such time EPA and Georgia CRD have deemed it restored or that we withdraw the bank until the requirements of the UA have been met.

The second topic that was discussed in detail came from Mr. Lee with Georgia Wildlife Resource Division. He was hesitant about allowing the freshwater impoundments on the property to be converted to salt marsh. He stated freshwater on barrier islands is a rare resource even though it was manmade and not the natural state of the island. There was discussion amongst the participants that the area would have to be constantly maintained to keep existing freshwater habitat. When asked if the Wildlife Resource Division would be willing to maintain it for the long term, Mr. Lee stated they did not have the resources. This also brought the discussion that if the artesian wells are capped, which seems to be a Georgia law, then there would be no source of freshwater.

MEMORANDUM FOR RECORD
SUBJECT: Department of Army File SAS-2012-00938, Isla de Mapache Mitigation Bank (Raccoon Key)

Other comments were discussed were property ownership, logistics of performing the correction of the UA and the bank, and of possible permits for the deployment of equipment on the property when work is to be conducted. Georgia CRD wanted the closure of the UA this year so that the Spartina seed source would not be lost. Mr. Brown thought they could push it maybe two years before the seed source was lost.

Based on the site visit and participants, an email will be sent to the IRT today requesting their comments on the feasibility of the bank. Since US Fish and Wildlife Service and National Oceanic and Atmospheric Administration were not in attendance, they will be afforded the opportunity to extend the comment period for a site visit if necessary. Georgia CRD and the agent were amiable to taking them out at anytime.

Sherelle Reinhardt
Regulatory Specialist, Coastal Branch

Reinhardt, Sherelle D SAS

From: Somerville.Eric@epamail.epa.gov
Sent: Wednesday, January 02, 2013 2:32 PM
To: Reinhardt, Sherelle D SAS
Cc: Wikoff, Bill; Dale Caldwell; Kelle Moore; Pace.wilber@noaa.gov
Subject: Prelim comments_ Isla de Mapache Mitigation Bank (Raccoon Key) (SAS-2012-00938)

Good Day & Happy New Year-

On 12/19/2012, an interagency team consisting of many, but not all, of the IRT member agencies conducted a site visit to the proposed Isla de Mapache Mitigation Bank site on Raccoon Key in Camden County, Georgia. As I believe everyone is aware, this site is also the subject of an on-going CWA 404 enforcement action led by the EPA Wetlands Enforcement Section in Atlanta.

In general, EPA believes that the portion of the site that has historically been managed as a series of freshwater impoundments (since ca.1930's) has the technical potential for restoration back to the salt marsh community it originally was. The majority of the island presently consists a largely intact marsh ecosystem, thus providing an obvious and readily accessible point of reference for the ultimate restoration objective. EPA recognizes that the Corps Savannah District presently lacks an updated protocol to use for determination of credits:debits for salt water wetland banking, but we do not believe that this should automatically preclude us from considering this potential ecologically valuable project on the Georgia coast. We pledge to provide whatever timely assistance possible to move this project, and others like it, forward in a productive and cooperative manner.

EPA believes, however, that the portion of the site presently subject to the ongoing EPA enforcement action, which includes, but may not necessarily be limited to areas variously identified on file maps and figures as "Impoundment 8" or "Restoration Area 1," should be kept separate from the other portions of the proposed banking restoration area until such time as those actions taken to resolve the enforcement case have been deemed successful. This should include not only a post-restoration monitoring period to document the short-term dynamic changes in this area following the enforcement action's resolution, but also a sufficient time afterwards to document stable baseline conditions within this area. The timeline for the former monitoring period should be governed largely by the data itself, such that the enforcement case monitoring ends when conditions stabilize. However, it is the latter stable baseline conditions that would then serve as the start-point for mitigation banking considerations.

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Please do not hesitate to contact me if you have any questions.

-Eric

Eric Somerville
USEPA Region 4 | Wetlands, Coastal & Oceans Branch
c/o SESD (F120-6) | 980 College Station Road | Athens, GA 30605-2720
tel 706.355.8514 | fax 706.355.8744 | somerville.eric@epa.gov

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On Thu, Dec 20, 2012 at 3:19 PM, Reinhardt, Sherelle D SAS
<Sherelle.D.Reinhardt@usace.army.mil> wrote:

Classification: UNCLASSIFIED
Caveats: NONE

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From: Eric Somerville
To: Reinhardt, Sherelle D SAS
Cc: Wikoff, Bill; Dale Caldwell; Kelle Moore; Pace.wilber@noaa.gov
Bcc: Christopher Parker
Subject: Prelim comments_ Isla de Mapache Mitigation Bank (Raccoon Key) (SAS-2012-00938)
Date: 01/02/2013 02:32 PM

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Classification: UNCLASSIFIED
Caveats: NONE

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Very Respectfully,

Sherelle Reinhardt
Regulatory Specialist, Coastal Branch, Permits Section
Savannah District
100 W. Oglethorpe Avenue
Savannah, Georgia 31401
912-652-5964 (phone)
912-652-5995 (fax)

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Classification: UNCLASSIFIED
Caveats: NONE

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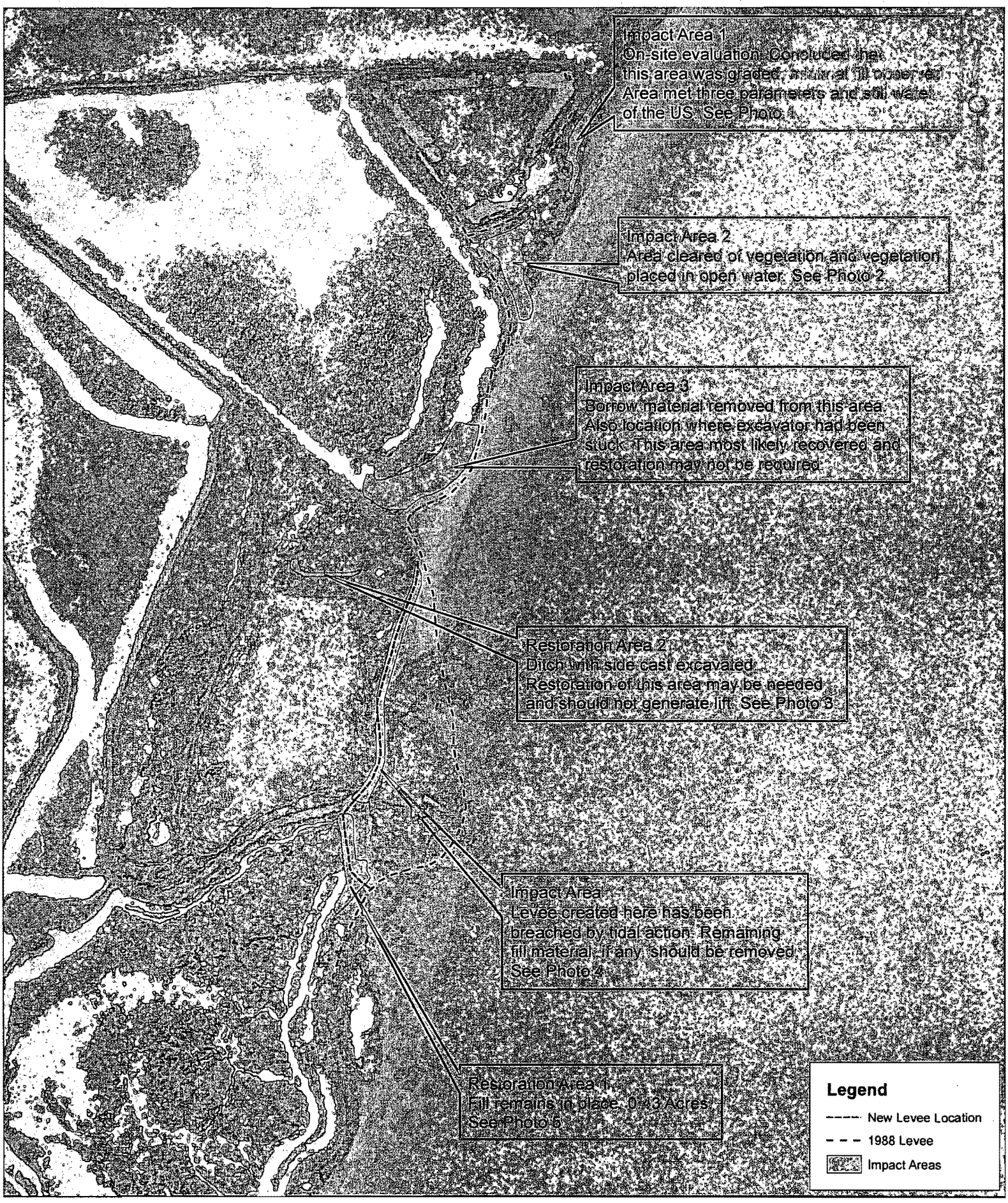

Raccoon Key - Camden County, GA
2010 Aerial Imagery

0 0.05 0.1 0.2 Miles

GEORGIA
DEPARTMENT OF NATURAL RESOURCES
COASTAL RESOURCES DIVISION

MARK WILLIAMS
COMMISSIONER

A.G. "SPUD" WOODWARD
DIRECTOR

Attachment #1 Restoration Recommendations

RE: USACE #SAS-2012000938, Isla de Mapache Mitigation Bank: Restoration Recommendations

a. Five sample elevations must be taken outside of Cell 8 in undisturbed salt marsh adjacent to the impound area and averaged to obtain target elevations for the Cell 8 restoration area.

b. The Department will confirm the identified sample elevation sites.

c. A restoration plan describing restoration work to be conducted in Cell 8 must be submitted within 45 days of mitigation bank approval.

d. Restoration will be considered successful when 70% or more of the surface of Cell 8 is vegetated and tidal flow has been restored to all portions of Cell 8.

e. Plants used in the restoration must be one or more of the 14 jurisdictional plants identified in the CMPA. The primary plant will be *spartina alterniflora*. The vegetation cover cannot include invasive species.

f. Supplemental plantings of jurisdictional plants will be required if at the end of the first vegetative growing season (May through September) following the authorization, the restoration areas have not naturally regenerated to greater than or equal to 70% ground cover.

g. A detailed report on the progress of restoration shall be submitted no later than December 15th of each of three years beginning with year 1 as the first year of restoration efforts.

h. DNR CRD staff must approve any restorative planting locations, spacing, and density.

j. During the breaching process to re-establish tidal flow to the impoundment area(s) all excavated material must be placed in a contained, non-marshland area identified prior to excavation.

ONE CONSERVATION WAY | BRUNSWICK, GEORGIA 31520-8686
912.264.7218 | FAX 912.262.3143 | WWW.COASTALGADNR.ORG

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

NOV 19 2012

CERTIFIED MAIL 7012 1010 0001 8097 2843
RETURN RECEIPT REQUESTED

Mr. Richard Morgan
U.S. Army Corps of Engineers
Savannah District
100 W. Oglethorpe Avenue
Savannah, Georgia 31401-3640

RE: SAS-2012-00938 - Isla de Mapache Mitigation Bank (Raccoon Key)

Dear Mr. Morgan:

The United States Environmental Protection Agency, Region 4 has a potential settlement offer from Mapache LLC that will resolve the remaining Clean Water Act violations at the Raccoon Key site in Camden County, Georgia. Specifically, Mapache LLC is proposing to purchase the property from the site's current owner, Moser Financial LLC, restore the tidal creeks impacted by the unauthorized placement of dredged and/or fill material. They also plan to enhance other areas of the property for the purpose of converting the site to a coastal mitigation bank. The EPA is requesting that the US Army Corps of Engineers begin the process of reviewing the draft prospectus submitted by Land Resources on behalf of Mapache LLC. The EPA understands that the Interagency Review Team is scheduled to meet on December 12, 2012, and a discussion of the Isla de Mapache Mitigation Bank is proposed for the agenda.

We believe the restoration and enhancement activities proposed for the Raccoon Key site are a positive resolution to this aspect of the enforcement action. Should you have any questions about our progress on this case, please contact Mr. Chris Parker at (404) 562-9838 or you may contact our Senior Wetlands Attorney, Mr. Philip Mancusi-Ungaro at (404) 562-9519.

Sincerely,

Molly Davis

Molly Davis, Chief
Wetlands Enforcement Section
Clean Water Enforcement Branch

RLC

7 December 2012

U.S. Environmental Protection Agency Region 4
Attn: Mr. Chris Parker
Atlanta Federal Center
61 Forsyth Street
Atlanta, Georgia 30303-8960

RE: Proposed Tidal Marsh & Creek Restoration Plan **RLC Project #12-097**
Raccoon Key, Camden County, Georgia

Dear Mr. Parker;

Please find attached a copy of the restoration plan developed to document activities associated with the removal of fill discharged in two tidal creeks and tidal marsh during construction of approximately 190 feet of dike on Raccoon Key, Camden County, Georgia. The proposed plan will result in the restoration of 0.264 acre of tidal habitat including 0.172 acre of marsh and 0.092 acre of tidal creek as well as re-introduction of tidal flow to a large impoundment area. This restoration plan is independent from plans to develop a mitigation bank on Raccoon Key. The ecological lift associated with this restoration project will be excluded from any mitigation credit calculations. We understand the U.S. Environmental Protection Agency, Region 4, is generally supportive of mitigation bank development on Raccoon Key.

Following review of this package, please do not hesitate to contact us at (912) 443-5896 with any questions or comments.

Sincerely,

Alton Brown, Jr.
Principal
Resource & Land Consultants

Raccoon Key
Camden County, Georgia
Proposed Tidal Marsh & Creek Restoration Plan
December 2012
RLC Project #12-097

1.0 Introduction: The following plan has been developed to document activities associated with removal of fill and restoration of two tidal creeks and tidal marsh on Raccoon Key, Camden County, Georgia. This plan was developed in coordination with the U.S. Environmental Protection Agency (EPA) and Georgia Department of Natural Resources-Coastal Resources Division (CRD).

2.0 Site Location & Current Site Conditions: Raccoon Key is located southwest of Jekyll Island and northwest of Cumberland Island within St. Andrews Sound, Camden County, Georgia (Hydrologic Unit Code 03070203) (Figure 1). Raccoon Key is an island bounded to the north by Umbrella Creek, to the west by Dover Creek, and to the east and south by St. Andrews Sound. The island encompasses approximately 1,720 acres including 9 impoundments of various sizes totaling approximately 128 acres and saltwater marsh totaling approximately 1,592 acres (Figure 2).

3.0 History and Project Area: Based on information provided by both EPA and CRD, impacts to waters of the U.S. and coastal marshlands occurred on Raccoon Key between 2007 and 2010. While numerous areas of impact were noted, a recent site visit confirmed that restoration of most of the impacted areas has occurred naturally. However, an area of fill associated with the construction of a dike remains intact. This plan outlines activities associated with removal of the fill material and restoration of habitats impacted during construction of the dike.

The project area associated with this restoration plan is located along the northeastern limits of Impoundment #8 as depicted Figure 2 (Latitude 31.003190 Longitude –81.460688°). Based on 2007 aerial photography, the project area/restoration area contained two tidal creeks and vegetated tidal marsh. Between 2007 and 2008, fill material was discharged within the two tidal creeks and marsh to construct the dike and prevent tidal flow from entering Impoundment #8 (Figure 2).

Resource & Land Consultants (RLC) visited the site on 29 October 2012 to field review the project area. Review of aerial photography and current site conditions observed during the field visit indicate the impact area and proposed restoration area totals an estimated 0.264 acre (Figure 3). The dike installation resulted in both direct and indirect/secondary impacts. The direct impacts included depositing of fill material within 0.172 acre of marsh and 0.092 acre of tidal creek habitat. This direct impact resulted in the immediate loss of tidal creek and tidal marsh habitat within the footprint of the dike. Indirect or secondary impacts associated with the dike construction included prohibition of tidal flow to an estimated 33.6 acres of marsh and 4.1 acres of tidal creek. Since installation of the dike, 37.7 acres within Impoundment #8 have gradually transitioned from a saltwater tidal habitat to a freshwater/brackish habitat.

Table 1. Impact Summary Table.

Habitat	Direct Impacts (Acres)	Direct Impact (Linear Feet)	Indirect/Secondary Impacts (Acres)	Indirect/Secondary Impacts (Linear Feet)
Tidal Creek	0.092	166	> 4.1	> 6000
Marsh	0.172	N/A	29.5	N/A

4.0 Restoration Plan: The goal of this project is to remove fill and restore tidal creek and tidal marsh habitat within the footprint of the impacted areas. These actions are intended to re-establish and sustain the physical, chemical, and biological characteristics that would have been present prior to initiation of fill and installation of the +/- 190 feet dike. The proposed restoration activities will return tide water connectivity, restore the pre-impact degree, duration and periodicity of hydrologic saturation and inundation, and will re-introduce natural tidal marsh vegetation to the footprint of the fill area, as well as Impoundment #8. Drawings depicting the general location and limits of restoration is attached. The following provides a

general description of restoration activities:

5.0 Hydrology Restoration: Hydrology restoration will include excavation of the dike to restore pre-impact elevations within the marsh and creek areas. Complete removal of this section of dike will restore connectivity between areas inside and outside the impoundment. Visual estimations of fill observed during the site visit and available Lidar topographic information indicate that the targeted section of dike is 5 to 8 feet in height, approximately 100 to 190 feet in length and average of 50 feet in width. Final elevations, once the dike is removed, will be approximately 1 foot (NAVD 88) within the restored marsh (matching elevations of adjacent marsh east and west of the project area) and approximately -2 foot (NAVD 88) within the restored creek (matching adjacent elevations of the tidal creeks east and west of the project area). Following completion of the restoration actions, the impacted areas will restore pre-2007 conditions and will be inundated on a regular basis by semi-diurnal tide events.

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The restoration activities will include the following:

Table 2. Restoration Area Summary Table.

Restored Habitat	Area (acreage)	Length East/West Across Dike (feet)	Length North/South Along Dike (feet)
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TOTAL	0.264		

7.0 Construction Methods: Standard methods and equipment will be used during the construction phase of the project. Other than excavation of fill material and restoration of tidal marsh and tidal creek elevations, no other land disturbance activities are anticipated (i.e. no site preparation, grading, etc. within the impoundment). The following steps will be implemented during the construction phase.

- Operation of equipment within vegetated marsh will be prohibited during equipment delivery to and from the restoration site access.

- All fill/excavated material removed from the restoration area will be placed on upland areas within the property and stabilized. It is anticipated that this material will be placed immediately adjacent to or near the restoration area and on existing upland dikes.

- As an integral part of this plan, adaptive management will be applied to the construction phase, as necessary, to ensure that the site is suitably restored to pre-impact conditions. This may include field adjusting the size and depth of the restored tidal creeks, modifications to the finish elevations of the marsh area, implementation of additional stabilization measures, etc.

- All areas disturbed during the implementation of the mitigation project will be stabilized to prevent erosion and degradation of the adjacent wetlands and waters. Any additional construction efforts associated with adaptive management will utilize the same control measures.

8.0 Monitoring/Data Collection: Considering the overall goal of the restoration effort, a monitoring plan was developed to document that the fill has been removed and tidal flow has been re-established within Impoundment #8. The following provides an outline of monitoring variables and data collection methods.

8.1 Pre-Restoration Monitoring: Existing conditions will be photographed prior to initiation of the restoration efforts. General width, length and height measurements of the dike will be recorded.

8.2 Restoration Phase Monitoring: Photographs will be taken during the construction phase to document equipment operation, erosion control measures, etc.

8.3 Post-Restoration Monitoring: Two years of post-restoration monitoring will be performed to document the success of the restoration efforts.

Natural regeneration and establishment of tidal marsh vegetation will be documented within the footprint of the restoration area (where fill material was removed and marsh elevations restored). Vegetative monitoring will be completed by establishing 1X1 meter sampling plots every 25 feet along a 100 foot transect along the length of the restored marsh. Within each of the four sampling plots, percent vegetation coverage and species composition will be estimated. Figure 4 depicts the location of the sampling/monitoring plots.

Time lapse photography will be used to document the restoration of hydrology and the ebb/ flow of the semi-diurnal tide events. Two time lapse cameras will be installed, one within Impoundment #8 and one east of and adjacent to Impoundment #8. Each camera will be set to take photographs on 30 minute intervals, for a minimum of three days every six months to demonstrate that the restored portion of Impoundment #8 is receiving tidal flow. One staff gauge/scale bar will be installed within a restored tidal creek and one staff gauge/scale bar will be installed within the restored marsh. The staff gauge will be centered in the camera frame. A 4"x 4" wooden post will be driven into the ground and the camera will be attached to the post. The camera will be positioned on the high ground to prevent equipment loss. A video will be created from the still frame shots taken every 30 minutes to demonstrate tidal movements and document tide water elevations within the tidal creek and marsh.

9.0 Reporting Protocols: Three reports will be submitted to EPA documenting the completion of the construction activities and restoration of tidal areas. The reporting schedule will include preparation and submittal of a construction completion report to be submitted within 60 days of project completion, a Year 1 Status Report to be submitted 12 months from project completion and a Year 2 Status Report to be submitted 24 months from project completion. Each document will include the following:

9.1 Construction Report: The initial report provided to the EPA will document the construction phase of the project and will be submitted within 60 days of completion of the construction activities. This document will provide the following:

- Name of the site.
- Site location and latitude and longitude.
- A summary description of the construction project including: name of parties who participated in the construction activities including owner, agent, engineer, contractor, etc., dates construction activities were initiated and completed, and equipment and materials used during the construction phase.
- As-built exhibits depicting the area of dike removal and final elevations of restoration areas.
- A summary description of monitoring station establishment including number, size, location, etc.
- Photographs documenting the pre-restoration conditions, construction phase (equipment and materials used and site conditions during construction), and post-construction site conditions.
- Maps depicting the location of photographic reference points, sampling data points, and/or other features pertinent to the reporting plan.
- Any other text, maps, photographs, or information necessary to document the construction phase and monitoring station/plot establishment phase of the project.

9.2 Annual Restoration Status Reports: Two annual status reports will be submitted to document the condition of the site and restoration of tidal areas. The first report will be submitted 12 months from restoration completion and the second report will be submitted 24 months from restoration completion.

Annual status reports will include a narrative that provides an overview of site conditions, documents the status of the restoration area, includes appropriate supporting data to assist EPA in determining how the restoration project is progressing. Supporting data will include plans, maps, and photographs to illustrate site conditions.

All monitoring reports will contain the following:

- Name of the site.
- Name of party responsible for conducting the monitoring
- Dates the monitoring commenced and/or was completed.
- Short statement regarding the overall status and performance of the restoration efforts.
- Data documentation for vegetation establishment and time lapse photography documentation for hydrology.
- Photo documentation of the overall site conditions and monitoring station conditions.
- Photo location points identified on the appropriate maps.

10.0 Estimated Project Timeline: The following provides an estimate timeline for the restoration plan.

- July 2013: Initiate restoration activities within 200 days of property acquisition.
- September-October 2013: Submit construction completion report 60 days from restoration completion.
- September-October 2014: Submit restoration status report 12 months from restoration completion.
- September-October 2015: Submit restoration status report 24 months from restoration completion.

11.0 Summary:

In conclusion, this restoration plan has been developed to document activities associated with the removal of fill discharged in two tidal creeks and tidal marsh during construction of approximately 190 feet of dike on Raccoon Key, Camden County Georgia. The proposed plan is expected to result in the restoration of 0.264 acre of tidal habitat including 0.172 acre of marsh and 0.092 acre of tidal creek. In addition, these activities are expected to restore pre-impact tidal flows to Impoundment #8. Following completion of the construction activities, success of the restoration efforts will be documented through annual reports submitted over a two year monitoring period.

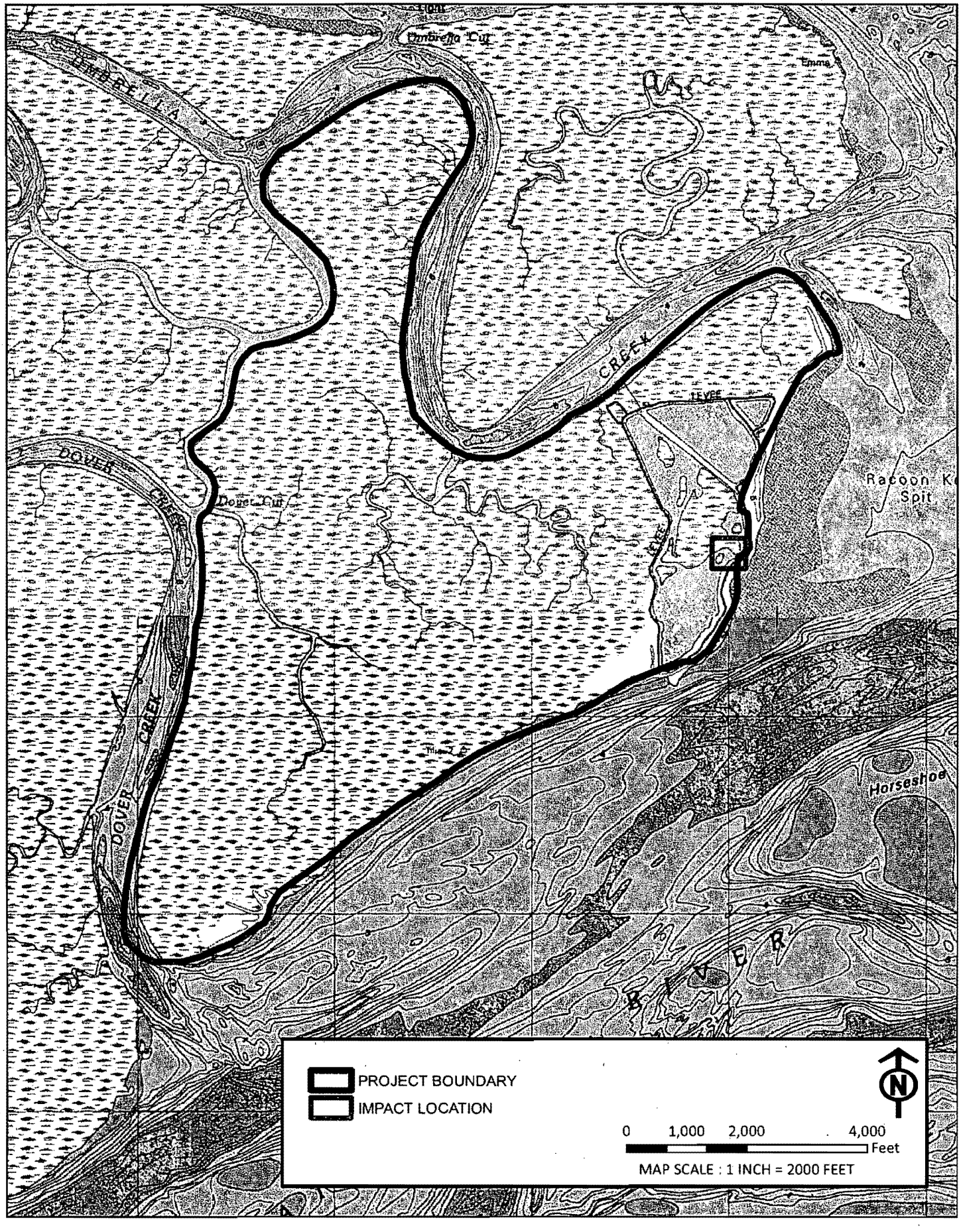

FIGURE 1, USGS TOPOGRAPHIC SURVEY; CUMBERLAND NORTH AND JEKYLL ISLAND QUADRANGLES

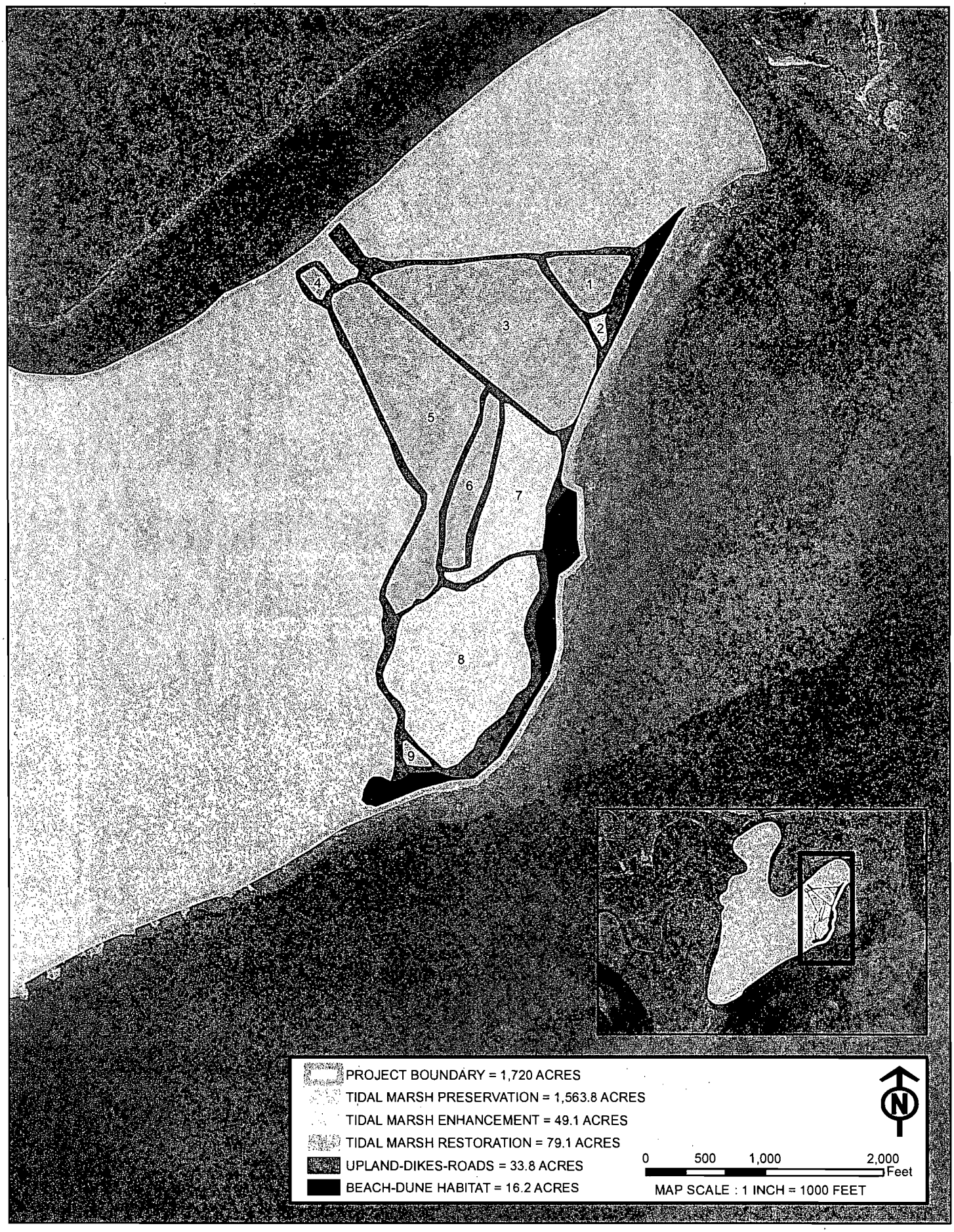

FIGURE 2. IMPOUNDMENT LOCATION MAP

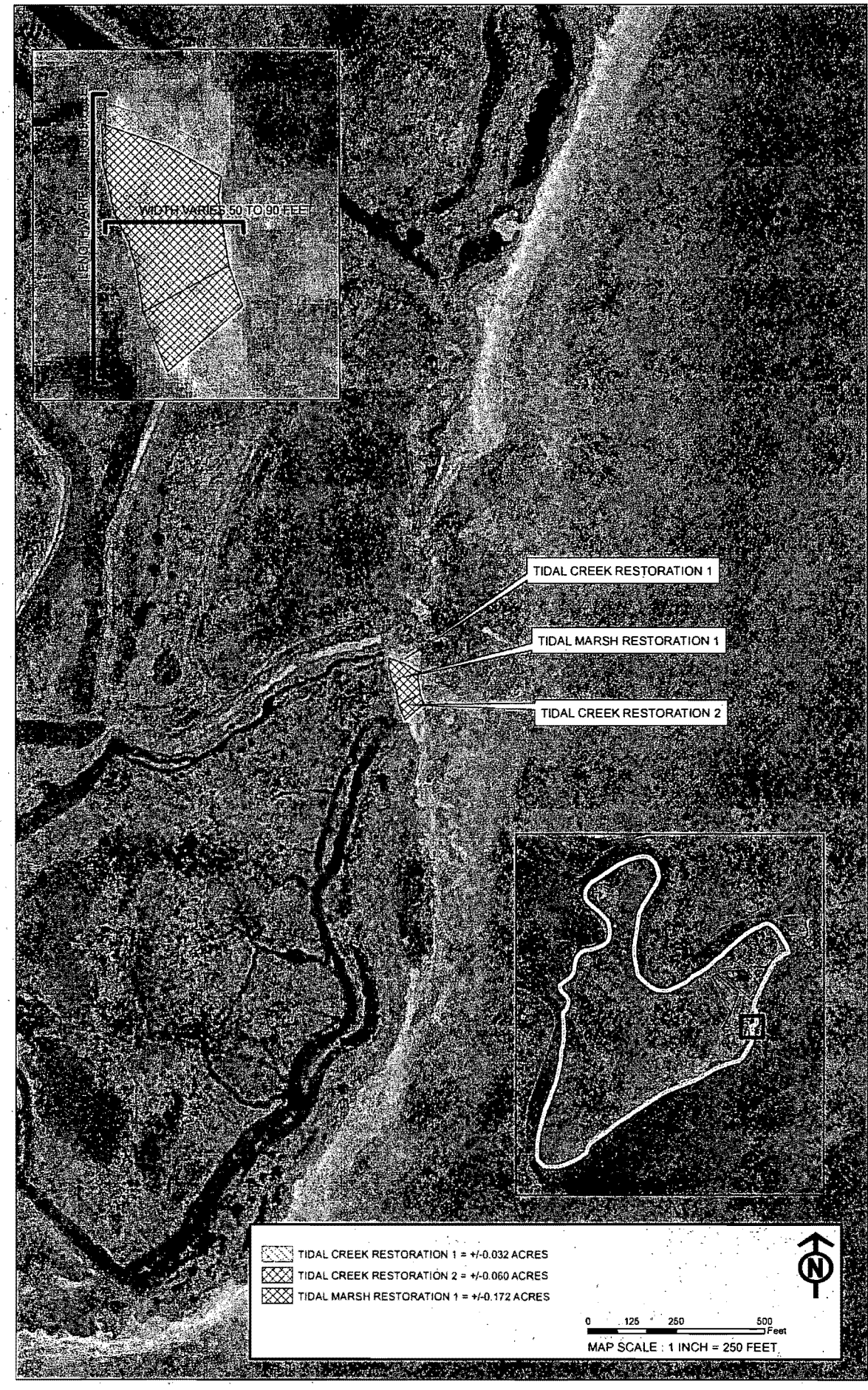

FIGURE 3. RACCOON KEY RESTORATION PLAN

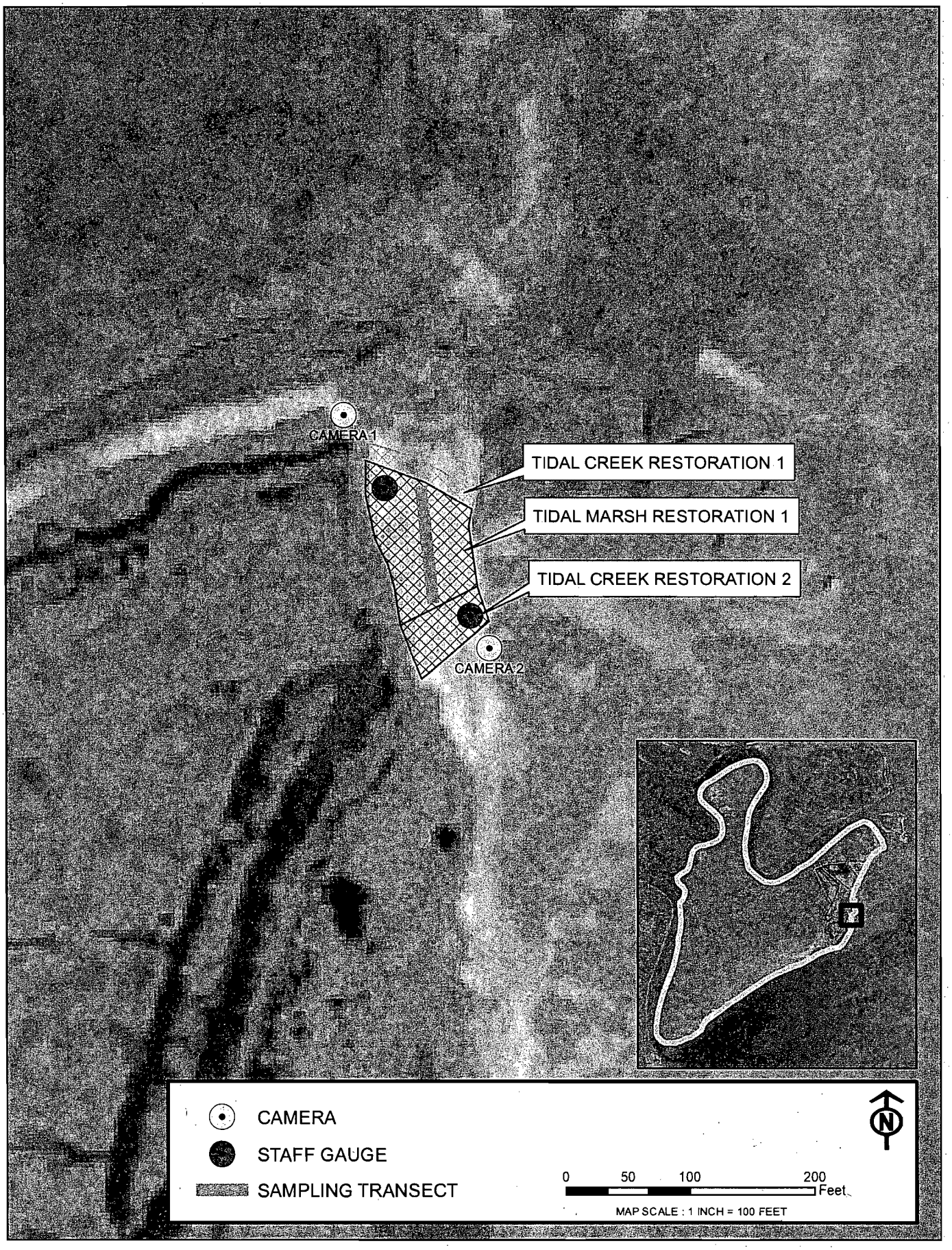

FIGURE 4. RACCOON KEY MONITORING PLAN

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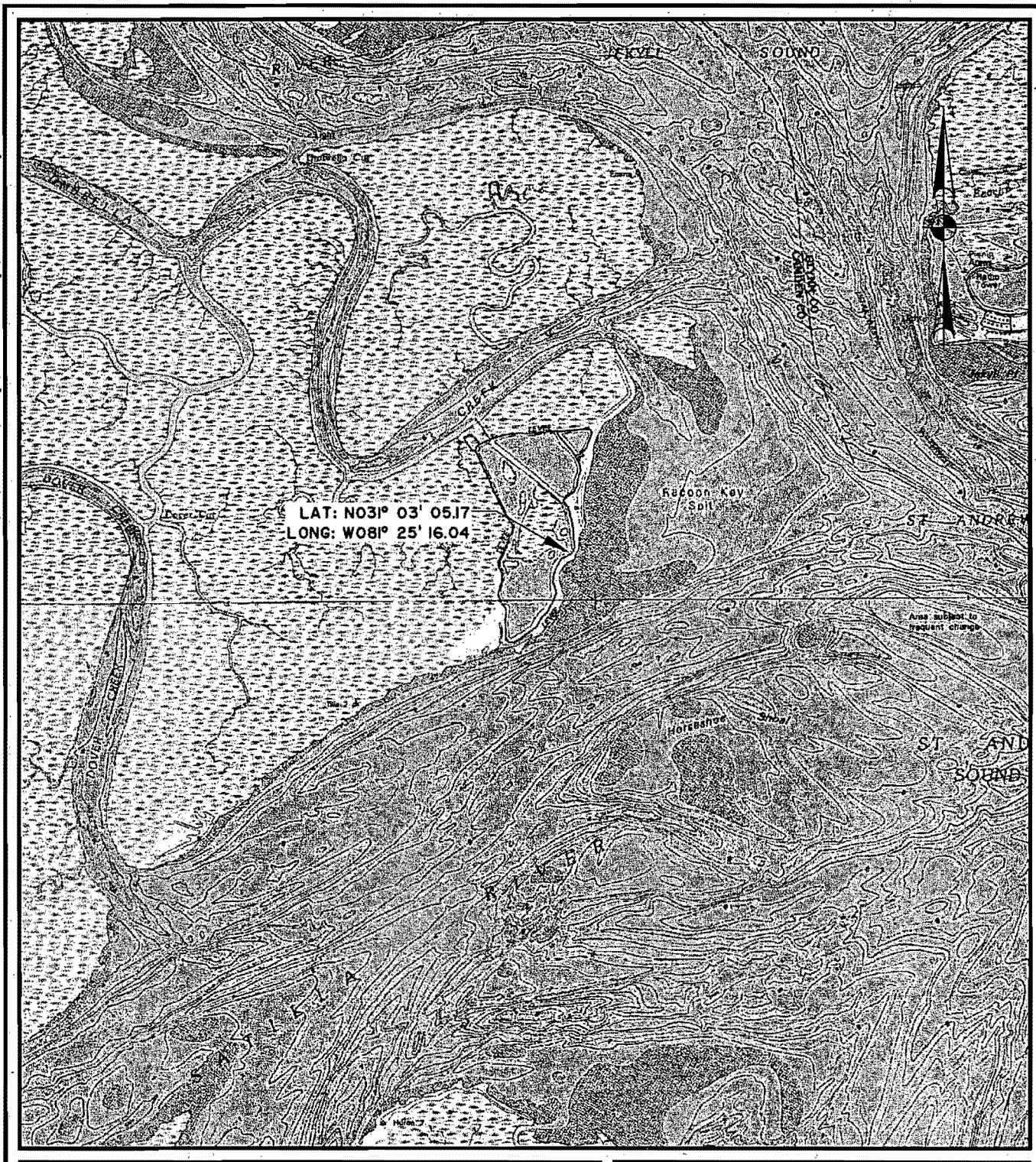

RACCOON KEY RESTORATION PROJECT

SHEET TITLE:

USGS QUADRANGLE MAP

APPLICANT:

LARRY JORDAN

LOCATION: CAMDEN COUNTY, GEORGIA

DATE: DECEMBER 05, 2012

JOB NUMBER: J - 24252.0000

SHEET: 1 OF 3

SCALE: 1" = 3000'

THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting

1503 Newcastle Street • Suite A
Brunswick, GA 31520 • 912.466.0536

www.thomasandhutton.com

Savannah, GA | Charleston, SC | Myrtle Beach, SC | Wilmington, NC

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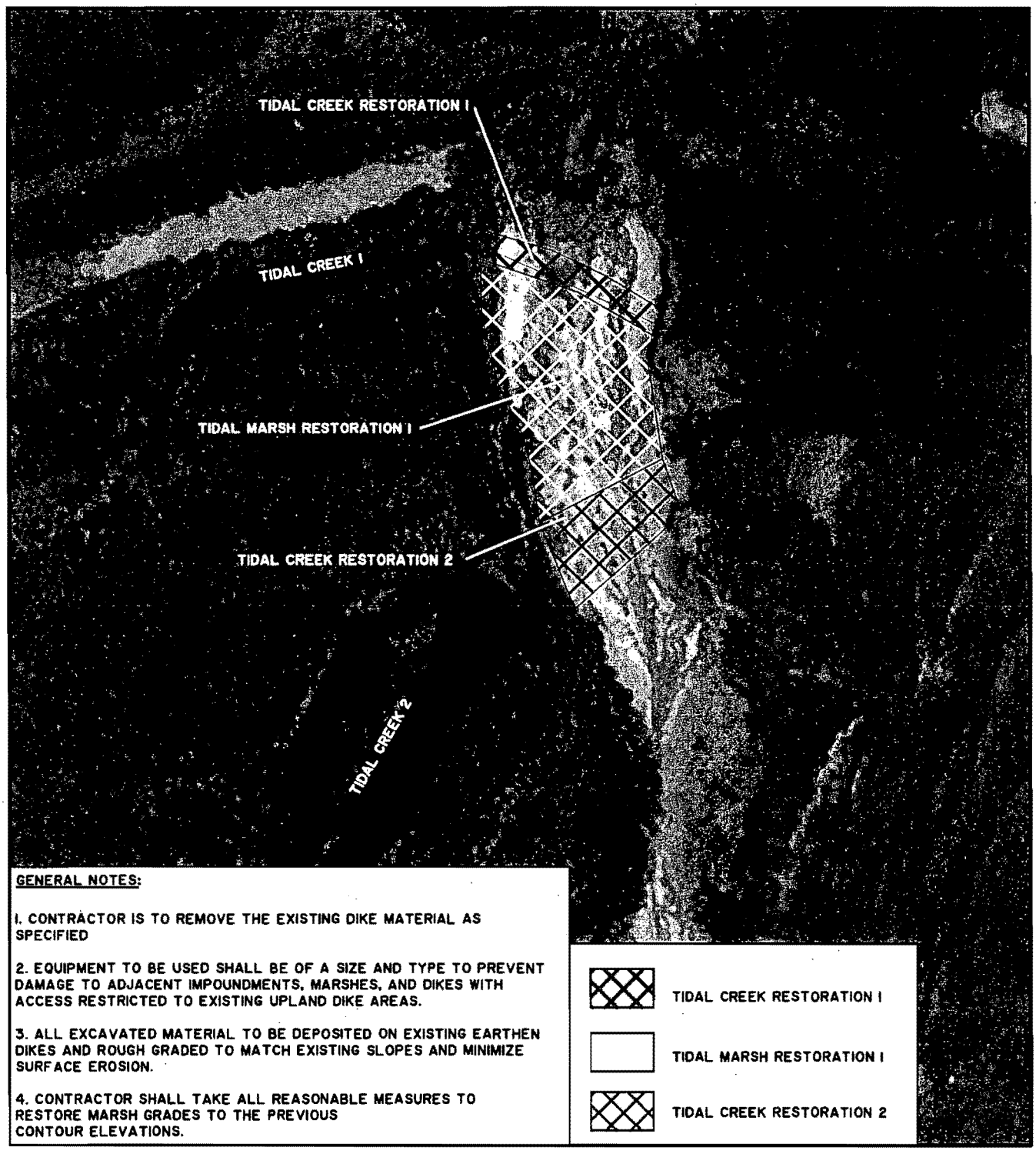

GENERAL NOTES:

1. CONTRACTOR IS TO REMOVE THE EXISTING DIKE MATERIAL AS SPECIFIED

2. EQUIPMENT TO BE USED SHALL BE OF A SIZE AND TYPE TO PREVENT DAMAGE TO ADJACENT IMPOUNDMENTS, MARSHES, AND DIKES WITH ACCESS RESTRICTED TO EXISTING UPLAND DIKE AREAS.

3. ALL EXCAVATED MATERIAL TO BE DEPOSITED ON EXISTING EARTHEN DIKES AND ROUGH GRADED TO MATCH EXISTING SLOPES AND MINIMIZE SURFACE EROSION.

4. CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO RESTORE MARSH GRADES TO THE PREVIOUS CONTOUR ELEVATIONS.

TIDAL CREEK RESTORATION 1

TIDAL MARSH RESTORATION 1

TIDAL CREEK RESTORATION 2

RACCOON KEY RESTORATION PROJECT

SHEET TITLE:
SITE PLAN

CLIENT:
LARRY JORDAN

LOCATION: CAMDEN COUNTY, GEORGIA
DATE: DECEMBER 05, 2012
JOB NUMBER: J - 24252.0000

SHEET: 2 OF 3
SCALE: 1" = 300'

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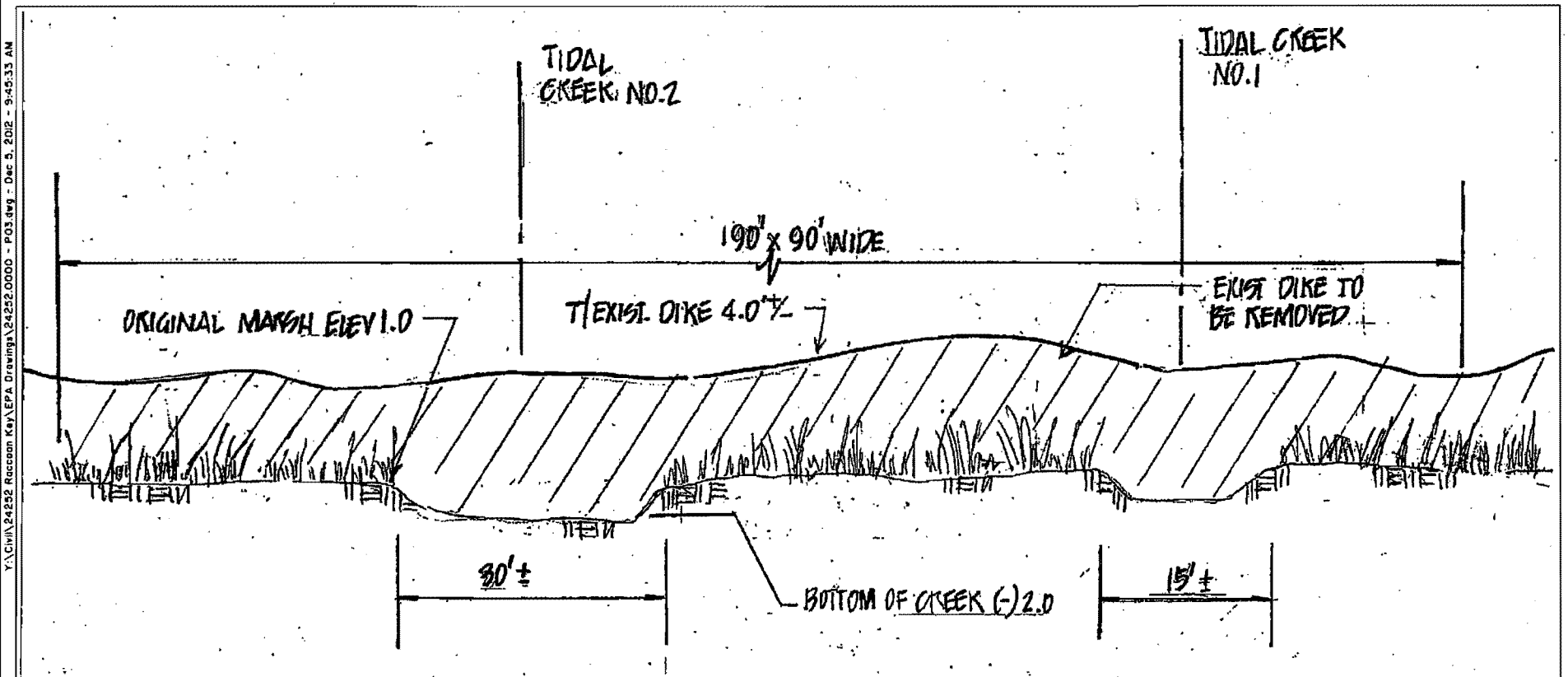

1. Contractor is to remove the existing dike material as specified.
2. Equipment to be used shall be of a size and type to prevent damage to adjacent impoundments, marshes, and dikes with access restricted to existing upland dike areas.
3. All excavated material to be deposited on existing earthen dikes and rough graded to match existing slopes and minimize surface erosion.
4. Contractor shall take all reasonable measures to restore marsh grades to the previous contour elevations.

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Brunswick, GA 31520
p.912.466.0536 f.912.466.0537

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RACCOON KEY

PROPOSED ACTIVITY: RACCOON KEY RESTORATION PROJECT
COUNTY: CAMDEN CO.
APPLICANT: LARRY JORDAN
DATE: DECEMBER 5, 2012
REVISED:

SCALE: NTS

SOURCE: THOMAS & HUTTON ENGINEERING CO.

SHEET 3 of 3

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Raccoon Key restoration plan 12.7.12_DES comments 1.8.13
Eric Somerville to: Christopher Parker 01/08/2013 02:02 PM

Good Afternoon-

For your consideration, I respectfully submit the following comments on the proposed tidal marsh and creek restoration plan, dated December 7, 2012, that was submitted to your attention by Resource Land Consultants to resolve alleged CWA 404 violations at Raccoon Key in Camden County, Georgia. As you know portions of Raccoon Key have been proposed as a potential compensatory wetland mitigation bank, and the federal and state interagency review team is in the midst of considering that proposal. To that end, I believe it is imperative that the portion of the site presently subject to the ongoing EPA enforcement action (i.e. Impoundment #8) should be kept separate from the other portions of the proposed mitigation banking area until such time as those actions taken to resolve the enforcement case have been deemed successful.

The proposed success criteria and monitoring plan in the above referenced December 7, 2012, restoration plan appear too subjective and without the necessary degree of rigor to provide this assurance. In contrast, I propose that Impoundment #7 be monitored as a reference condition and to help define success criteria for the restored Impoundment #8. Like Impoundment #8, the eastern side of Impoundment #7 was diked ca. 2007-2008, but this dike was naturally breached and eroded by tidal action sometime prior to January 2009. Thus, while Impoundment #7 retains the historic dikes on its southern, western and northern perimeter, the interior of the impoundment has been subject to tidal flushing through the breached eastern dike since at least January 2009. As a result, water level fluctuations and plant communities within this breached Impoundment #7 provide an obvious template upon which to gauge the success of the proposed eastern dike breaching of Impoundment #8.

I respectfully recommend that the project sponsor be asked to revise his proposed restoration plan to incorporate, at a minimum, the following specific monitoring components:

1) Hydrologic and vegetative baseline conditions in Impoundment #8 should be documented objectively prior to the initiation of any work to resolve the violation.

a) Automated water level loggers should be sited within the impoundment and in an adjacent unimpounded area of marsh to document water level fluctuations in response to tidal cycles and storm events. These loggers should be set to record on no less frequency than hourly, and they should all be tied to a common datum (i.e. temporary bench mark). This datum need not be a true topographical survey datum, and can instead be a relative elevation. The point is simply to be able to relate water levels in various spatial locations to a common datum.

b) One or more vegetative sampling transects should be established within Impoundment #8 (not only on or adjacent to the eastern dike proposed for removal). Along the transect(s), permanent fixed area plots (e.g. 1 square meter quadrats) should be arrayed from which species coverage, density and diversity can be assessed no less frequently than annually (e.g. early to mid-autumn) for at least two years. The total number of plots within the impoundment should be no fewer than ten (10).

2) Similar water level loggers and vegetative sampling transects should be established in the adjacent Impoundment #7 to provide reference conditions for Impoundment #8. Frequency and rigor of monitoring in Impoundment #7 should reflect that proposed for Impoundment #8. Baseline sampling within Impoundment #7 will be used to define the success criteria required at the culmination of post-construction monitoring within Impoundment #8.

3) The photographic documentation proposed in the December 7, 2012, restoration plan should be retained in the final plan.

4) All hydrologic and vegetative monitoring, as well as photographic documentation, should continue for

at least two years following removal the eastern dike of Impoundment #8.

PLease let me know if you have any questions or would like to further discuss.

Regards.

-Eric

Eric Somerville
USEPA Region 4 | Wetlands, Coastal & Oceans Branch
c/o SESD (F120-6) | 980 College Station Road | Athens, GA 30605-2720
tel 706.355.8514 | fax 706.355.8744 | somerville.eric@epa.gov

RLC

7 December 2012

U.S. Environmental Protection Agency Region 4
Attn: Mr. Chris Parker
Atlanta Federal Center
61 Forsyth Street
Atlanta, Georgia 30303-8960

RE: Proposed Tidal Marsh & Creek Restoration Plan **RLC Project #12-097**
Raccoon Key, Camden County, Georgia

Dear Mr. Parker;

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Raccoon Key
Camden County, Georgia
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RLC Project #12-097

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*TIDAL CREEK RESTORATION SHOULD BE DEPENDENT ON CROSS-SECTIONAL & LONGITUDINAL SURVEYS OF EXISTING CREEKS TO ASCERTAIN PROPER DIMENSIONS

general description of restoration activities:

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TOTAL	0.264		

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- All fill/excavated material removed from the restoration area will be placed on upland areas within the property and stabilized. It is anticipated that this material will be placed immediately adjacent to or near the restoration area and on existing upland dikes.
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8.0 Monitoring/Data Collection: Considering the overall goal of the restoration effort, a monitoring plan was developed to document that the fill has been removed and tidal flow has been re-established within Impoundment #8. The following provides an outline of monitoring variables and data collection methods.

NOT ENOUGH DOCUMENTATION OF 2° IMP AREA

8.1 Pre-Restoration Monitoring: Existing conditions will be photographed prior to initiation of the restoration efforts. General width, length and height measurements of the dike will be recorded.

8.2 Restoration Phase Monitoring: Photographs will be taken during the construction phase to document equipment operation, erosion control measures, etc.

8.3 Post-Restoration Monitoring: Two years of post-restoration monitoring will be performed to document the success of the restoration efforts.

TOO FEW - THE PROPOSED PLOTS DO NOT INCLUDE AREA OF MARSH SURV TO 2° IMPS

Natural regeneration and establishment of tidal marsh vegetation will be documented within the footprint of the restoration area (where fill material was removed and marsh elevations restored). Vegetative monitoring will be completed by establishing 1X1 meter sampling plots every 25 feet along a 100 foot transect along the length of the restored marsh. Within each of the four sampling plots, percent vegetation coverage and species composition will be estimated. Figure 4 depicts the location of the sampling/monitoring plots.

WATER LEVEL IN 2° IMP LOWER, WATER IN AREA, CREEKS. POST-RESTOR.

Time lapse photography will be used to document the restoration of hydrology and the ebb/ flow of the semi-diurnal tide events. Two time lapse cameras will be installed, one within Impoundment #8 and one east of and adjacent to Impoundment #8. Each camera will be set to take photographs on 30 minute intervals, for a minimum of three days every six months to demonstrate that the restored portion of Impoundment #8 is receiving tidal flow. One staff gauge/scale bar will be installed within a restored tidal creek and one staff gauge/scale bar will be installed within the restored marsh. The staff gauge will be centered in the camera frame. A 4"x 4" wooden post will be driven into the ground and the camera will be attached to the post. The camera will be positioned on the high ground to prevent equipment loss. A video will be created from the still frame shots taken every 30 minutes to demonstrate tidal movements and document tide water elevations within the tidal creek and marsh.

9.0 Reporting Protocols: Three reports will be submitted to EPA documenting the completion of the construction activities and restoration of tidal areas. The reporting schedule will include preparation and submittal of a construction completion report to be submitted within 60 days of project completion, a Year 1 Status Report to be submitted 12 months from project completion and a Year 2 Status Report to be submitted 24 months from project completion. Each document will include the following:

9.1 Construction Report: The initial report provided to the EPA will document the construction phase of the project and will be submitted within 60 days of completion of the construction activities. This document will provide the following:

- Name of the site.
- Site location and latitude and longitude.
- A summary description of the construction project including: name of parties who participated in the construction activities including owner, agent, engineer, contractor, etc., dates construction activities were initiated and completed, and equipment and materials used during the construction phase.
- As-built exhibits depicting the area of dike removal and final elevations of restoration areas.
- A summary description of monitoring station establishment including number, size, location, etc.
- Photographs documenting the pre-restoration conditions, construction phase (equipment and materials used and site conditions during construction), and post-construction site conditions.
- Maps depicting the location of photographic reference points, sampling data points, and/or other features pertinent to the reporting plan.
- Any other text, maps, photographs, or information necessary to document the construction phase and monitoring station/plot establishment phase of the project.

9.2 Annual Restoration Status Reports: Two annual status reports will be submitted to document the condition of the site and restoration of tidal areas. The first report will be submitted 12 months from restoration completion and the second report will be submitted 24 months from restoration completion.

Annual status reports will include a narrative that provides an overview of site conditions, documents the status of the restoration area, includes appropriate supporting data to assist EPA in determining how the restoration project is progressing. Supporting data will include plans, maps, and photographs to illustrate site conditions.

All monitoring reports will contain the following:

- Name of the site.
- Name of party responsible for conducting the monitoring
- Dates the monitoring commenced and/or was completed.
- Short statement regarding the overall status and performance of the restoration efforts.
- Data documentation for vegetation establishment and time lapse photography documentation for hydrology.
- Photo documentation of the overall site conditions and monitoring station conditions.
- Photo location points identified on the appropriate maps.

10.0 Estimated Project Timeline: The following provides an estimate timeline for the restoration plan.

- July 2013: Initiate restoration activities within 200 days of property acquisition.
- September-October 2013: Submit construction completion report 60 days from restoration completion.
- September-October 2014: Submit restoration status report 12 months from restoration completion.
- September-October 2015: Submit restoration status report 24 months from restoration completion.

11.0 Summary:

In conclusion, this restoration plan has been developed to document activities associated with the removal of fill discharged in two tidal creeks and tidal marsh during construction of approximately 190 feet of dike on Raccoon Key, Camden County Georgia. The proposed plan is expected to result in the restoration of 0.264 acre of tidal habitat including 0.172 acre of marsh and 0.092 acre of tidal creek. In addition, these activities are expected to restore pre-impact tidal flows to impoundment #8. Following completion of the construction activities, success of the restoration efforts will be documented through annual reports submitted over a two year monitoring period.

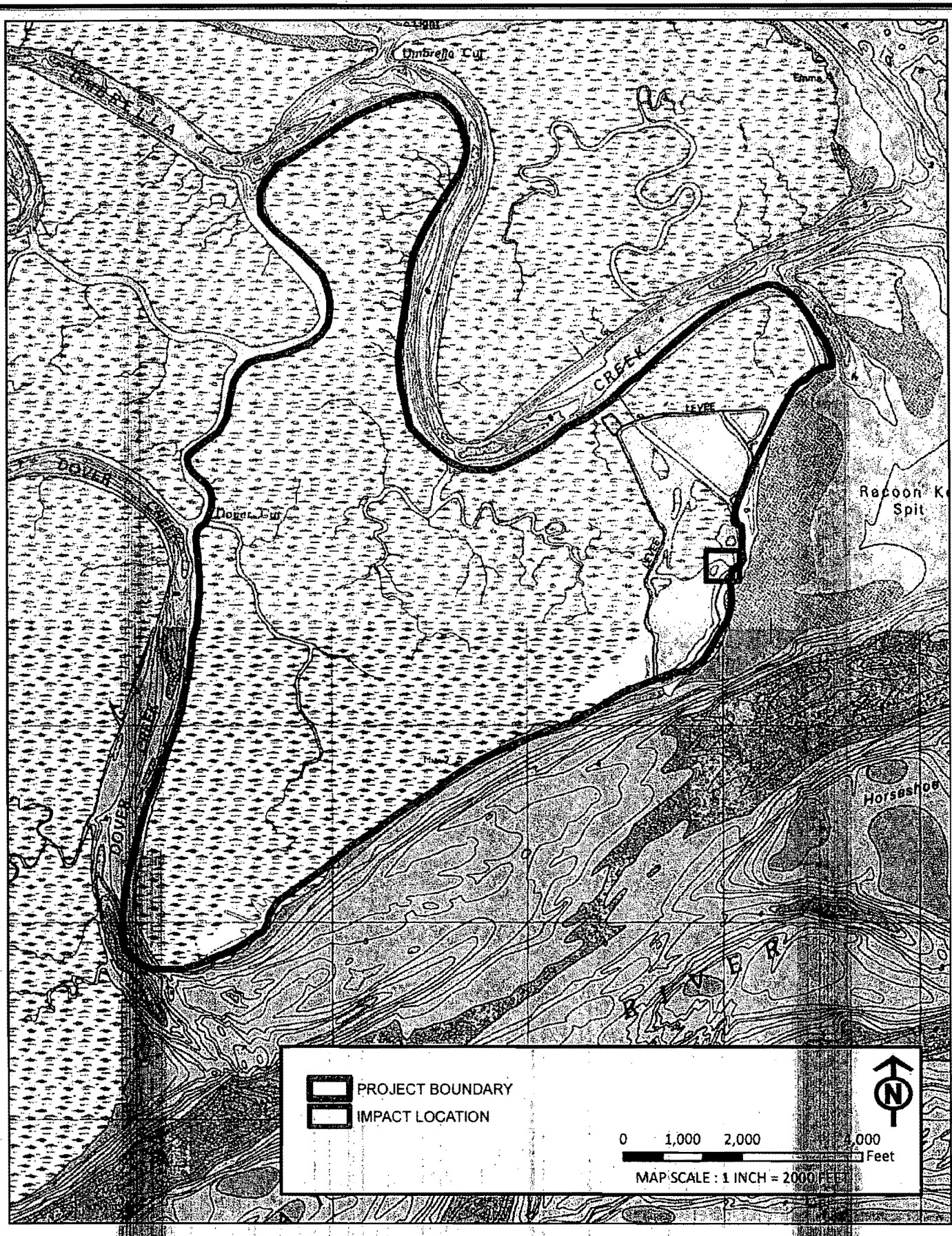

FIGURE 1, USGS TOPOGRAPHIC SURVEY; CUMBERLAND NORTH AND JEKYLL ISLAND QUADRANGLES

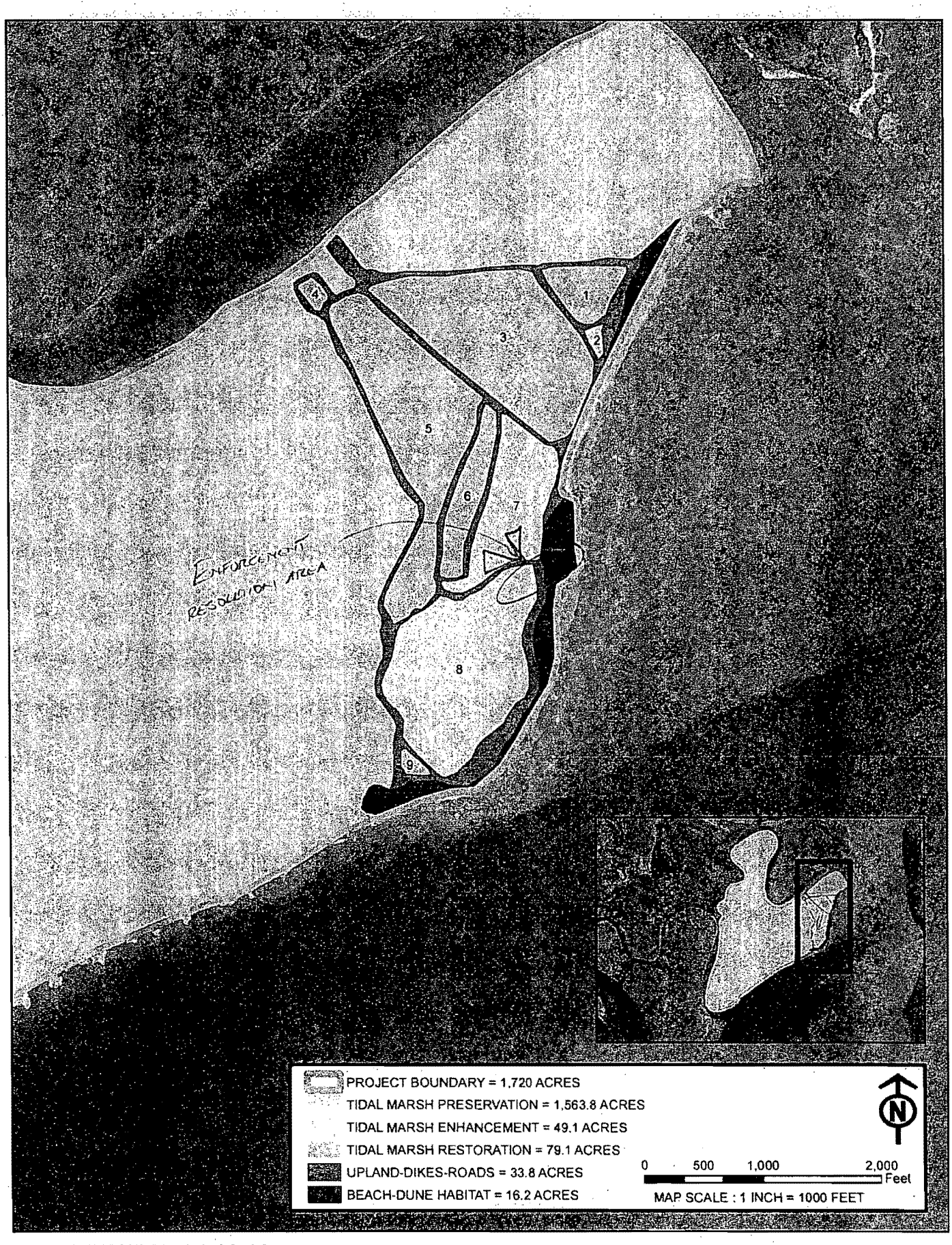

FIGURE 2. IMPOUNDMENT LOCATION MAP

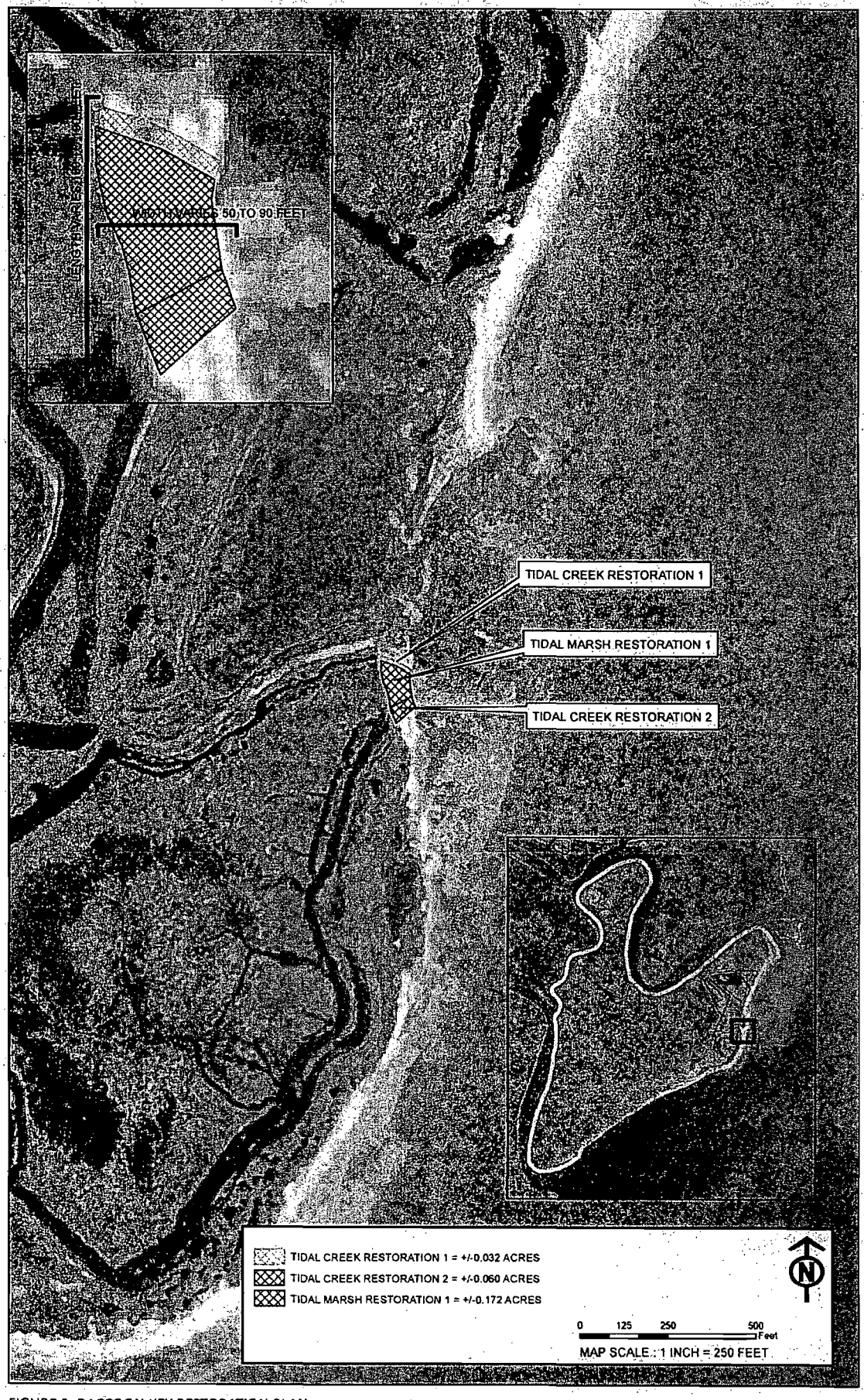

FIGURE 3. RACCOON KEY RESTORATION PLAN

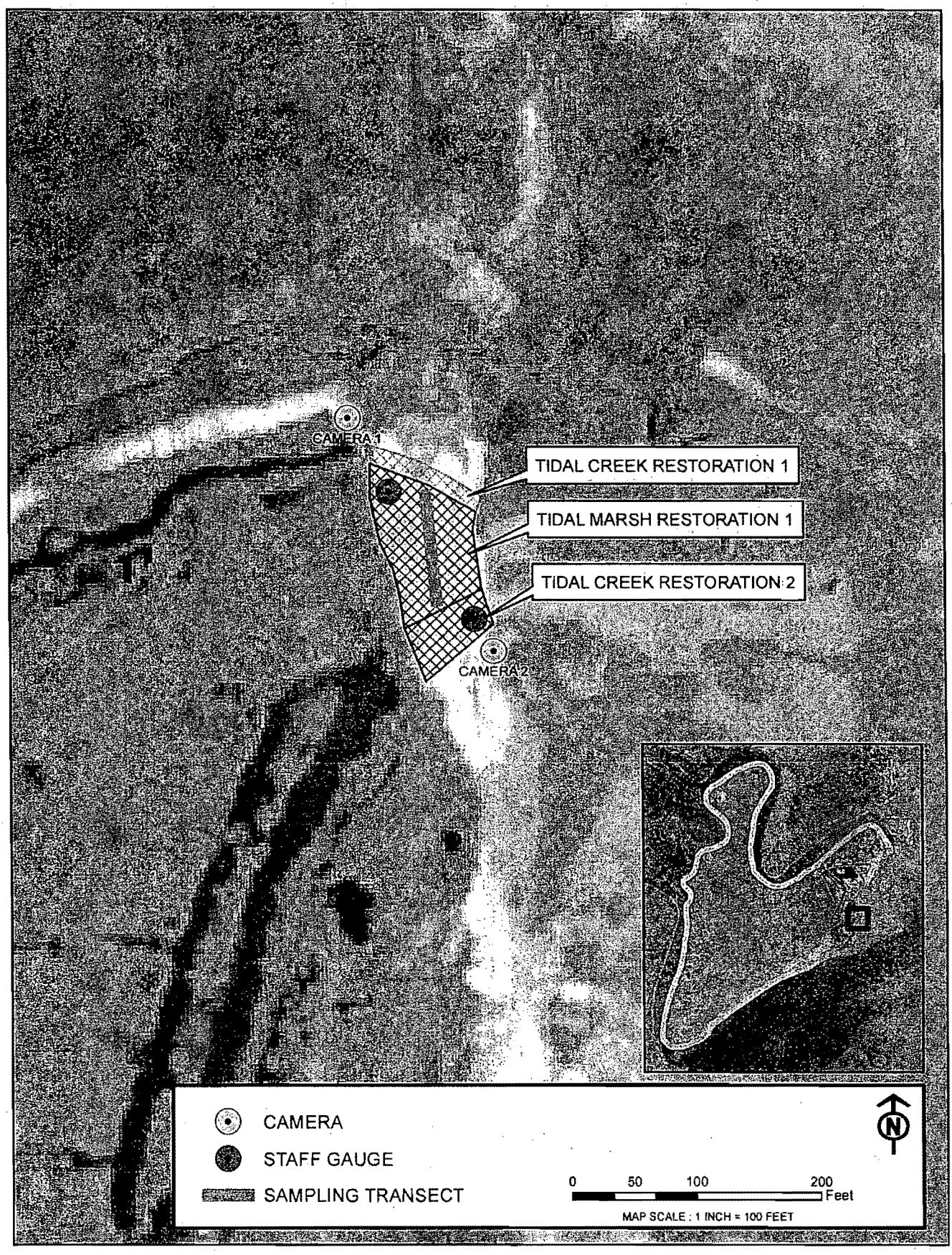

FIGURE 4. RACCOON KEY MONITORING PLAN

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RACCOON KEY RESTORATION PROJECT

SHEET TITLE:

USGS QUADRANGLE MAP

APPLICANT:

LARRY JORDAN

LOCATION: CAMDEN COUNTY, GEORGIA

DATE: DECEMBER 05, 2012

JOB NUMBER: J - 24252.0000

SHEET: 1 OF 3

SCALE: 1" = 3000'

THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting

1503 Newcastle Street • Suite A
Brunswick, GA 31520 • 912.466.0536

www.thomasandhutton.com

Savannah, GA | Charleston, SC | Myrtle Beach, SC | Wilmington, NC

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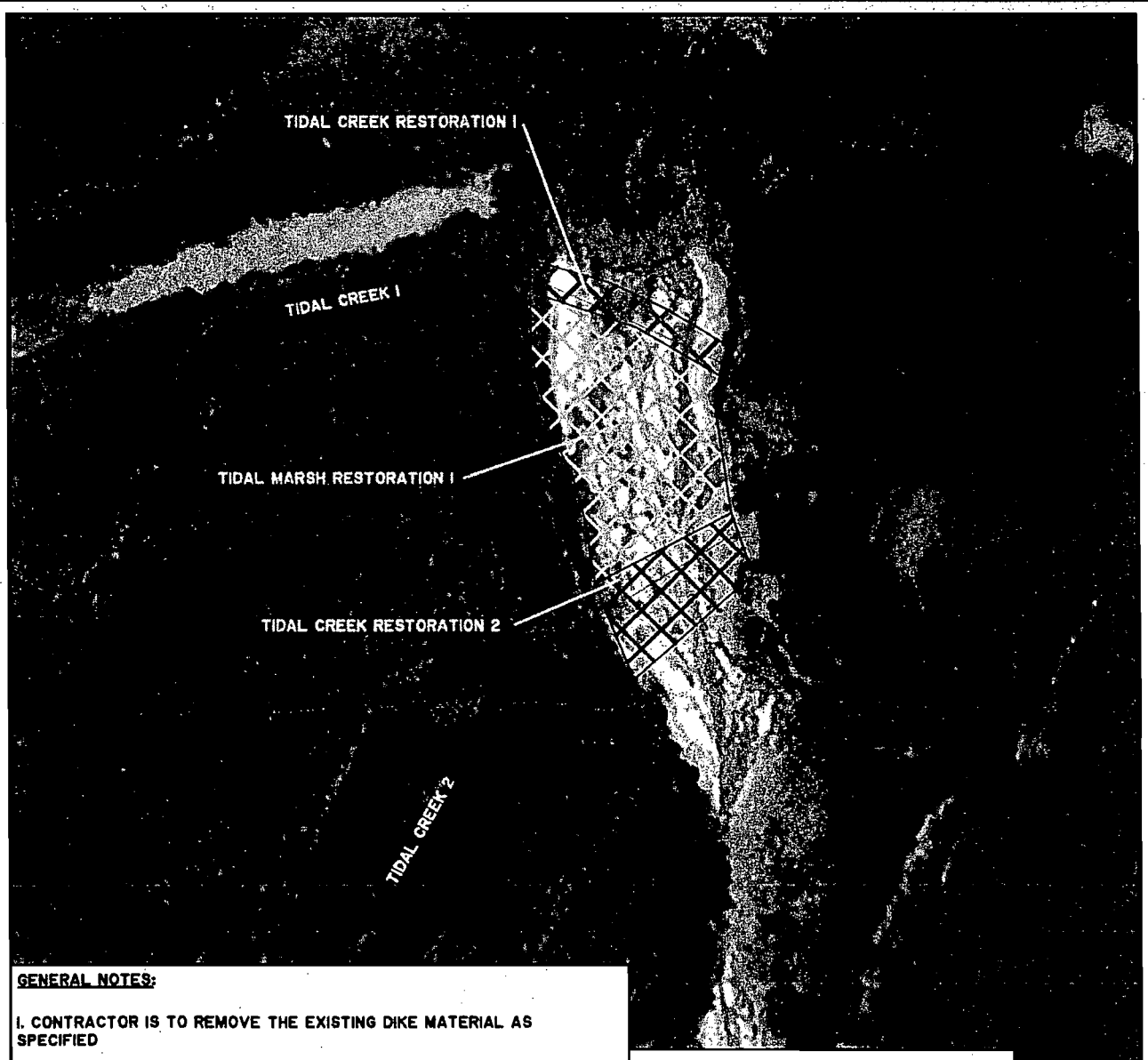

GENERAL NOTES:

1. CONTRACTOR IS TO REMOVE THE EXISTING DIKE MATERIAL AS SPECIFIED

2. EQUIPMENT TO BE USED SHALL BE OF A SIZE AND TYPE TO PREVENT DAMAGE TO ADJACENT IMPOUNDMENTS, MARSHES, AND DIKES WITH ACCESS RESTRICTED TO EXISTING UPLAND DIKE AREAS.

3. ALL EXCAVATED MATERIAL TO BE DEPOSITED ON EXISTING EARTHEN DIKES AND ROUGH GRADED TO MATCH EXISTING SLOPES AND MINIMIZE SURFACE EROSION.

4. CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO RESTORE MARSH GRADES TO THE PREVIOUS CONTOUR ELEVATIONS.

TIDAL CREEK RESTORATION 1

TIDAL MARSH RESTORATION 1

TIDAL CREEK RESTORATION 2

RACCOON KEY RESTORATION PROJECT

SHEET TITLE:
SITE PLAN

CLIENT:
LARRY JORDAN

LOCATION: CAMDEN COUNTY, GEORGIA
DATE: DECEMBER 05, 2012
JOB NUMBER: J - 24252.0000

SHEET: 2 OF 3
SCALE: 1" = 300'

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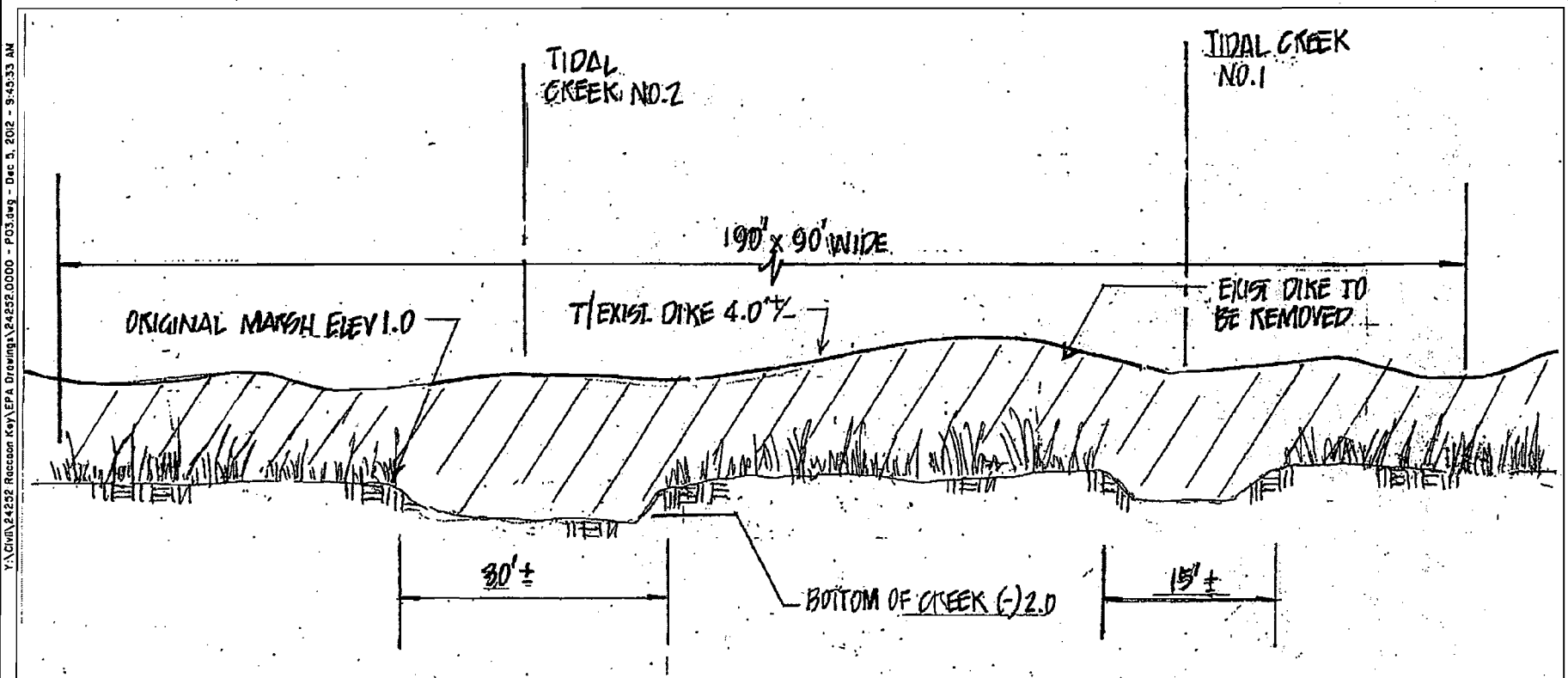

1. Contractor is to remove the existing dike material as specified.
2. Equipment to be used shall be of a size and type to prevent damage to adjacent impoundments, marshes, and dikes with access restricted to existing upland dike areas.
3. All excavated material to be deposited on existing earthen dikes and rough graded to match existing slopes and minimize surface erosion.
4. Contractor shall take all reasonable measures to restore marsh grades to the previous contour elevations.

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p.912.466.0536 f.912.466.0537

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RACCOON KEY

PROPOSED ACTIVITY: RACCOON KEY RESTORATION PROJECT
COUNTY: CAMDEN CO.
APPLICANT: LARRY JORDAN
DATE: DECEMBER 5, 2012
REVISED:

SCALE: NTS

SOURCE: THOMAS & HUTTON ENGINEERING CO.

SHEET 3 of 3

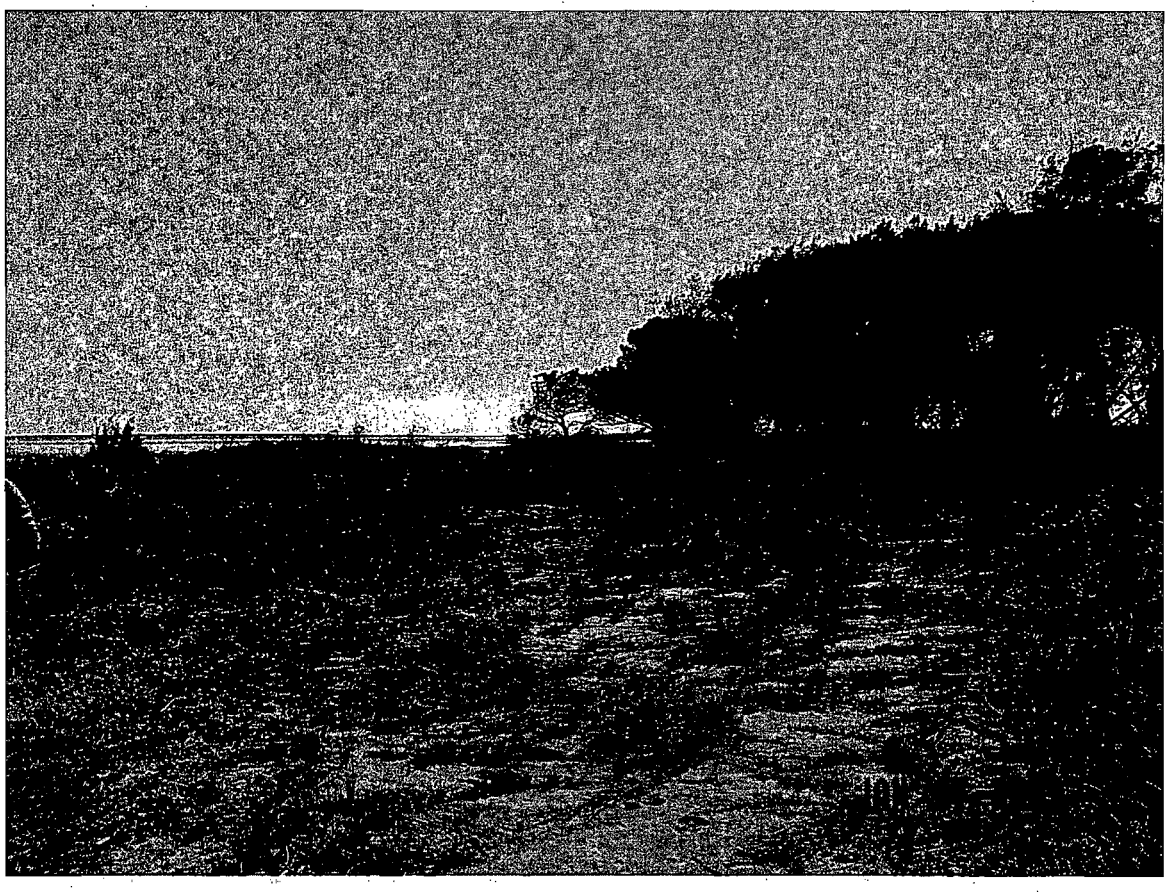

Photo 1: Raccoon Key ,Camden County, GA

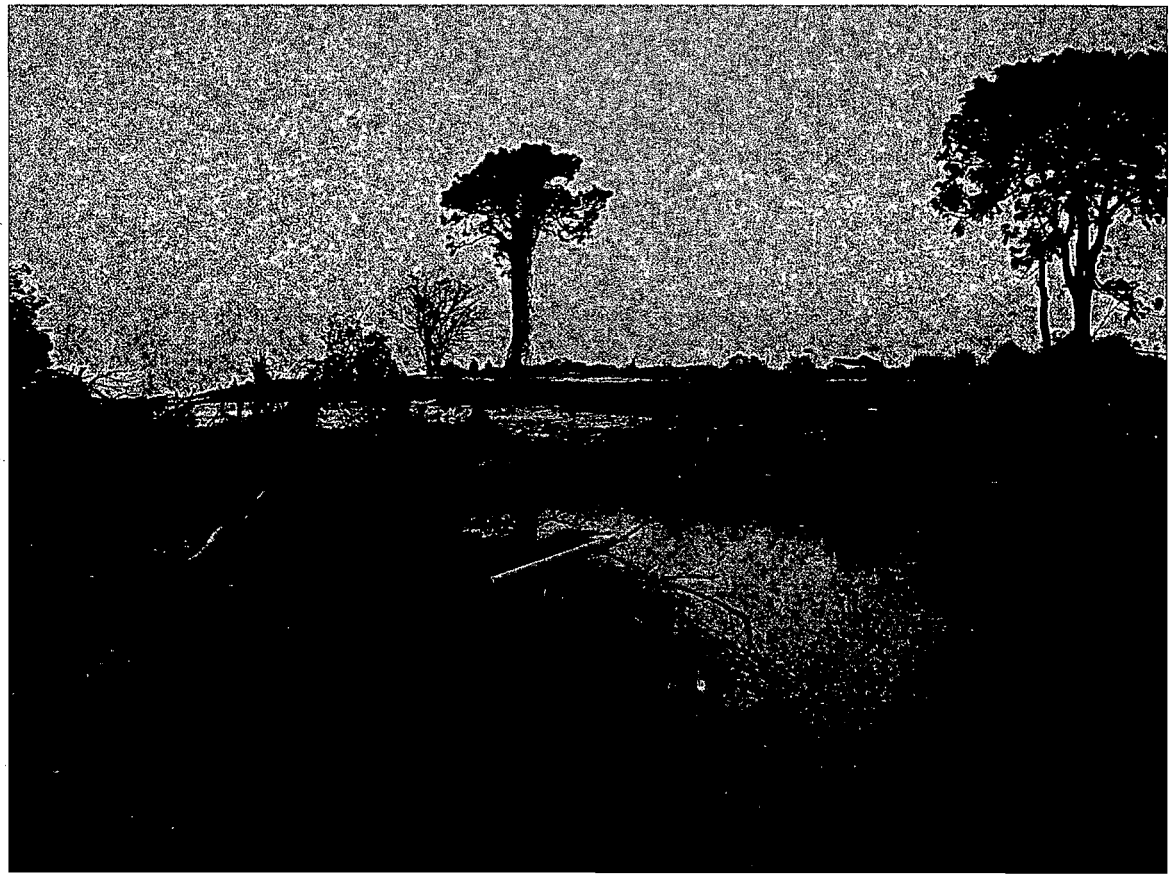

Photo 2: Raccoon Key ,Camden County, GA

Photo 3: Raccoon Key ,Camden County, GA

Photo 4: Raccoon Key ,Camden County, GA

Photo 5: Raccoon Key ,Camden County, GA

REDACTED

ADMINISTRATIVE ACTION DATA SHEET

(To Be Submitted to OEA When:
(1) A Complaint is Filed;
(2) When a CAFO(b) is Filed, Along with a Case Conclusion Data Sheet;
(3) A Non-Penalty (Compliance) Order is Issued, Along with a Case Conclusion Data Sheet

1. Court Docket/Regional Hearing Clerk Docket No. CWA-04-2009-5778

2. Case Name/Site Name Raccoon Key

Lead EPA Attorney: Philip Mancusi-Ungaro Phone No. (404) 562-9519

EPA Program Contact: Christopher Parker Phone No. (404) 562-9838

FACILITY INFORMATION

If More Than One Facility, Please Complete This Section For **EACH** Facility.)
(Use Location of Site of the Violation. Do **NOT** Use a P.O. Box Number.)

9. Facility Name Raccoon Key

10. Street Address None Available County Camden

City Dover Bluff State Georgia Zip (REQUIRED) 31565

Primary 4-Digit SIC Code 6552 Other 4-Digit SIC Codes _____, _____

EPA FRS or **ICIS** No. _____

Is This Indian Land? _____ Yes XX No
If Yes, What Tribe? _____

Is This a Small Business? XX Yes _____ No
("A Person, corporation, partnership, or other entity that employs 100 or fewer employees.")

Has an EJ Analysis Been Completed? XX Yes _____ No
If No, Please See Serdar Ertep at 2-9683 Before Continuing

Is the Facility Located in a Potential EJ Area of Concern? XX Yes _____ No

If Yes: XX Low Income _____ Minority Population _____ Both _____ Other

Note: Question Numbers Correspond With the Case Conclusion Data Sheet Guidance Booklet, Dated August 2004.

If You Have Any Questions, Please Contact Teresa Shirley at 2-9647 or Priscilla Johnson at 2-9614.

Federal Facility Information:

Is this a Government-owned/Government-operated facility? _____Yes XX____No

Is this a Government-owned/Contractor-operated facility? _____Yes XX____No

Is this a Government-owned/Privately-operated facility? _____Yes XX____No

Is this a Privately-owned/Government-operated facility? _____Yes XX____No

Is this a Formerly Used Defense Site (FUD)? _____Yes XX____No

Is this a Privately-owned/Privately-operated facility that abuts a federal facility?

_____Yes XX____No

If Yes, then:

Does the facility have a formal relationship with the federal property and are the operations of the privately-owned facility dependent on the federal property?

_____Yes _____No

Do operations/activities at the facility affect the federally-owned property?

_____Yes _____No

Is this a contractor or other private party conducting construction, maintenance, renovation, abatement, or demolition on federally-owned property? _____Yes XX____No

Is this a privately-owned transporter of products or wastes whose operations or incidents (e.g., spills) related to those operations occurred within the fence line of the federal facility? _____Yes XX____No

Is this an Imholding – defined as Privately-owned/Privately-operated facility that are totally or partially encircled by the Government-owned/Government-operated facility? _____Yes XX____No

Is this a Federal Facility located on American Indian or Tribal land (e.g., schools or public health centers operated by the Bureau of Indian Affairs or the Indian Health Service)? _____Yes XX____No

Is this a Non-Federal Leasees operating within a Federal Facility who is granted use of government land by a rental or real estate agreement or title transfer with a reversionary clause (e.g., municipal landfills, oil and gas, mining)? _____Yes XX____No

Is this a Federal agency tenant who conducts operations on property leased from another Federal agency? _____Yes XX____No

Is this a permittee operating within a Federal Facility who is grated a permit for short-term use of government land? _____Yes XX____No

Is this a claimant having properly located, recorded, and maintained mining claims under the 1872 Mining Law on federal lands for which a patent has not been issued? _____Yes XX____No

Is this a Federal Facility that has been granted permits for use of the land of another Federal agency for up to 20 years administratively if the intended use does not involve destruction of the land (i.e., military uses, dams)?

_____Yes XX____No

Respondents/PRPs List:

Respondent/PRP Name	Is Respondent/PRP a Small Business (100 or Fewer Employees)?
Mr. Carl Drury	YES
Margaret's Key, LLC	YES

Continue on Attached Page, If Necessary

Statute(s) and Section(s) Violated (NOT Authorizing Section):
(e.g., CAA, EPCRA, CERCLA, etc., (NOT U.S.C. nor CFR)

CWA 404/CWA 301 _____/_____ _____/_____ _____/_____

Authorizing Statute(s) and Section(s) for Administrative Actions: 309(a)/_____ _____/_____

If CERCLA, Is the Site on the NPL? _____Yes _____No

12. CFR Violation Citation(s):

40 CFR Part_____ Section_____ 40 CFR Part_____ Section_____

40 CFR Part_____ Section_____ 40 CFR Part_____ Section_____

Is This A Multi-Media Action? _____Yes XX____No

If No, Skip This Section

If Yes, Check All That Apply:

CAA:
___Mobile Source (Title II)
___Stationary Source (Other Than Title II)
___Prevention of Accidental Releases (112(r))

CERCLA:
___Hazardous Site Response (CERCLA Superfund Other Than 103 and/or RCRA 3013 or 7003)

CWA:
___NPDES (Other Than 311 and 404)
___Oil Pollution (311)
___Wetlands (404)

EPCRA or EPCRA/CERCLA:
___Community Right-to-Know (313)
___Release Notification/Emergency Preparedness (Non-313 and/or CERCLA 103)

FIFRA:
___Pesticides

MPRSA:
___Ocean Dumping

RCRA:
___Hazardous Waste Mgmt (Subtitle C)
___Solid Waste Mgmt (Subtitle D)

SDWA:
___Public Water Supply (1414 et seq.)
___UIC (1421 et seq.)

TSCA:
___Asbestos Hazardous Emergency Response Act (201)
___Lead Exposure Reduction (409)
___PCBs (6(e)
___Toxic Substance (Other Than Lead or PCBs)

UST:
___Underground Storage Tanks (Subtitle I)

Was the Agency Activity Taken in Response to Environmental Justice Concerns? _____Yes [redacted]No

If Yes: _____Minority _____Low Income _____Both

Exemption 5 X **Predecisional/Deliberative**
Attorney work product
Attorney-client privilege

Exemption 7 X (A) Interference with Enforcement Proceedings
___(B) Right to Fair Trial
___(C) Unwanted Invasion of Personal Privacy

Exemption 7 X (A) Interference with Enforcement Proceedings
____(B) Right to Fair Trial
____(C) Unwanted Invasion of Personal Privacy

Exemption 5 X Predecisional/Deliberative
____Attorney work product
____Attorney-client privilege

Date Complaint Filed: _____

Proposed Penalty Amount: $_____
(Should Be Amount **Prior to Reductions** Using a Penalty Policy)

Is This an Amended Complaint: _____Yes _____No

AND/OR Proposed Cost Recovery Amount: $_____

FOR RCRA CASES ONLY:

_____SQG _____LQG _____CESQG

Self-Disclosure Information

Exemption 5 X Predecisional/Deliberative
____Attorney work product
____Attorney-client privilege

Exemption 7 X (A) Interference with Enforcement Proceedings
____(B) Right to Fair Trial
____(C) Unwanted Invasion of Personal Privacy

Date of Inspection?_____

FY 2009 Priority Information

MOA Priority Information
(Check All That Apply)

Air Toxics:
___LDAR
___Flares
___Surface Coating

Financial Assurance:
___RCRA Closure/Post Closure
___RCRA Corrective Action
___CERCLA

Tribal:
___Drinking Water
___Schools
___Solid Waste
___Other

NSR/PSD:
___Coal-Fired Power Plants
___Cement
___Glass Manufacturing
___Sulfuric Acid Plants
___Other Priority NSR Sectors
___Nitric Acid Plants

Mineral Processing:
___Non-Phosphoric Acid
___Phosphoric Acid
___Mining - Other

Wet Weather:
___CAFO
___CSOs
___CSOs ≥ 50k Serv. Population
___SSOs
___SW Top 100 Homebuilder Construction
___SW Homebuilder Construction-Not in Top 100
___SW Top 6 Big Box Store Construction
___SW Big Box Store Construction-Not in Top 6
___SW Top 7 Ready-Mix/Sand & Gravel
___SW Ready-Mix/Sand & Gravel-Not in Top 7
___SW MS4 Audit
___SW MS4 Inspection
___SW Industrial Non-Construction
___SW Industrial Construction
___SW Ports (Exploratory)
___SW Road Building (Exploratory)
___Federal Facility Construction (Exploratory)

Regional Priorities
(Check All That Apply)

FIFRA:
___Antimicrobial Labeling

TSCA:
___Lead Disclosure Rule (Section 1018)
___Direct Consumables
___HUD & CDC Lead Collaboration
___Import Brokers

RCRA:
___BIFs and Organic Air Emissions

Violation Types

CAA

___Asbestos Demolition/Renovation Work Practice Req.

___Asbestos – Failure to Maintain Records

___Asbestos – Failure to Report; Notify; or Inform

___Asbestos – Inspect

___Asbestos Requirement Violation

___Asbestos – Sample

___Acid Rain

___Discharge, Emission or Activity w/out Required Permit

___Violation of Permit Requirement

___National Emission Standard for Hazardous Air Pollutant

___New Source Review

___New Source Performance Standard

___Prevention of Significant Deterioration

___Risk Management Plan

___Stratospheric Ozone Protection Plan

___Air Emissions Not Otherwise Specified

___Tampering w/Emissions Control Device

___Violation of Reporting Requirements

___Violation of Requirement to Monitor/Maintain Records

___Other/Miscellaneous

___Opacity

NPDES

___Animal Feedlots

___Discharge, Emission, or Activity w/out Required Permit

___Sanitary Sewer Overflows

___Stormwater Overflows

___Violation of a Permit Requirement

___Violation of Reporting Requirements

___Violation of Sludge Disposal Requirements

___Violation of Requirements of Monitor/Maintain Records

WETLANDS

XX_Discharge Without or In Violation of a 404 Permit

___Violation of a Previously Issued AO

___Other/Miscellaneous

RCRA

___Battery Management Act Violation

___Benzene Waste

___Bevill Enforcement Case

___Closure & Post Closure Requirement

___Container Requirements

___Discharge, Emission, or Activity w/out Required Permit

___Disposal Facility Requirements – Not Otherwise Specified

___Exports Violation

___Imports Violation

___Failure to Notify

___Failure to Report Information as Required

___General Facility Requirements

___Groundwater Monitoring Requirements

___Labeling or Marking Requirements

___Land Ban

___Monitoring Requirements

___K061 Initiative

___Misidentified Waste

___Permit Evader

___Treatment Facility Requirement

___Violation of a Previously Issued AO

___Violation of a Permit Requirement

___Violation of a Requirement of Monitor/Maintain Records

OPA

___Failure to Have an Adequate SPCC Plan

___Spill

___Other

UST

___Leak Detection and Repair

___Requirements Other Than LDAR

___Violation of Reporting Requirements

___Violation of Requirement to Monitor/Maintain Records

EPCRA & EPCRA/CERCLA

___CERCLA Reportable Quantity Discharge Violation

___Toxics Release Inventory (Section 313)

___Violation of Requirement to Monitor/Maintain Records

___Violation of Reporting Requirements

UIC

____Casing and Cementing

____Injection Between Outermost Casing

____Injection Beyond Authorized Pressure

____Mechanical Integrity

____No Approved Plugging & Abandonment Plan

____Non-Compliance w/Plugging & Abandonment Plan

____Unauthorized Injection

____Unauthorized Operation of Class IV Well

____Monitoring Requirements

____Unauthorized Brine Discharge

____Violation of Reporting Requirements

____Violation of Requirement to Monitor/Maintain Records

____Other/Miscellaneous

PWS

____Failure to Submit DMRs

____Maximum Contaminant Level

____Monitoring/Reporting

____Notification to Public

____Sampling and Analyzing

____Total Coliform Rule

____Surface Water Treatment Rule

____Violation of Permit Requirement

____Recordkeeping Violations

____Other/Miscellaneous

TSCA

AHERA:

___LEA – Clearance
___LEA – Failure to Implement Mgmt Plan
___LEA – Failure to Notify
___Fiber Release
___Improper Sampling
___Inspection
___Management Plan
___Operations and Maintenance
___LEA – Response Action
___LEA – Responsibility
___LEA – Unaccredited Lab
___Others – Clearance
___Others – Inspection
___Others – Inspection Accreditation
___Others – Lab
___Others – Management Plan
___Others – Response Act. Accreditation
___Others – Unaccredited Lab
___Others – Unaccredited Pers. Dev. Mgmt Plan
___Others – Unaccredited Resp. Act. Workers
___Others – Unaccredited Work/Accredited Super.
___Accreditation
___Certifications and Training Accreditations
___Course Violations Including Hours – Curriculum
___Section 5
___Section 5 (e) / (f)
___Section 5 General PMN
___Section 5 TME
___Section 7 Report Late
___Section 8(a) Level A
___Section 8(b) Inventory Update
___Section 8(c) Recordkeeping
___Section 8(d) Reporting
___Section 8(e) Reporting
___Section 8 Reporting and Recordkeeping
___Improper Disposal of PCBs/Items
___Exports Violation
___Failure to Disclose Information
___Failure to Include Info In Contract/Lease
___Failure to Inform of Obligations
___Failure to Notify
___Failure to Notify EPA of PCB Waste Activities
___Failure to Provide Available Information
___Failure to Report Information as Required
___Failure to Retain Disclosure Records
___Falsify Applications, Reports, Information
___Imports Violation
___Labeling/Marking Violation
___Lead-Based Paint
___Manifesting; No Manifests or Manifest Errors
___Recordkeeping Violations
___Refusal to Allow Inspection or Sampling
___Refusal to Submit Reports (Sections 5-8, 11, 9)
___Training Course Provider Violation
___Violation of a Permit Requirement
___Violation of PCB Rules
___Violation of Req. to Monitor/Maintain Records
___Violation of Storage Facility Requirements
___Violation of Reporting Requirements
___Worker Protection Standards
___ Work Practice Standards

FIFRA

___ Advertised Pesticide for Unregistered Use

___ Advertised Pesticide Not Registered

___Container Requirements

___Exports Violation

___Imports Violation

___Failure to Notify

___Failure to Report Information as Required

___General Facility Requirements

___Good Laboratory Practices

___Packaging Requirements

___Misuse of a Registered Pesticide

___Misuse Pesticide Under Experimental Permit

___No Records for Restricted Use Pesticide

___Pesticide Not Registered

___Pesticide Safety Trainer

___Posting Pesticide

___Establishment Not Registered (Section 7)

___Section 3(a) Violation – Unregistered Pesticide

___Add To/Take From a Pesticide to Defeat Act

___No Records for Restricted Use Pesticide

___Pesticide Safety Trainer

___Posting Pesticide

___Posting Pesticide Safety Information

___Test Pesticide on Humans in Violation of Act

___Composition Differs

___Adulterated

___Violations of Reporting Requirements

___Violations of Requirement to Monitor/Maintain Records

___Worker Protection Standards

___Other/Miscellaneous

MISBRANDED:

___Directions for Use Not Adequate

___Failed to Bear Spanish Signal Word

___Failed to Bear WPS Reference Statement

___False Claim on Label

___Imitation of Another Pesticide

___Inadequate Precautionary Labeling

___Ingredient Statement Not on Container

___Label Does Not Bear Registration Number

___Label lacks Poison Information

___Labeling Does Not Bear Use

___Labeling Incomplete

___Lack of Prominence

___Not Registered for Use in USA

___Package Does Not Conform

___WPS Reference Statement Contains Errors

___WPS Reference Statement Is Incomplete

REDACTED

CASE CONCLUSION DATA SHEET

(To Be Submitted to OEA When:
(1) Judicial Consent Decree/Orders Are Entered by Court
(2) Administrative Penalty Settlements Are Filed, Along with an Administrative Action Data Sheet
(3) Administrative Non-Penalty (Compliance) Orders are Issued, Along with an Administrative Action Data Sheet)

NOTE: Form Will Be Returned If This Section is Incomplete

Name of Person Completing Form: Christopher D. Parker Date: June 18, 2009

Printed Name of Program Office Supervisor or Designee: Molly Davis Date: 6/19/09

Signature of Program Office Supervisor or Designee: Molly Davis

(**NOTE:** By signing as the program office supervisor, you are verifying that you have checked the pollutant calculations and costs in the Injunctive Relief/Compliance Action (Section E) section of this form.)

A. Case and Facility Background

1. Court Docket/Regional Hearing Clerk Docket No.: CWA-04-2009-5778

2. Case Name/Site Name: Raccoon Key
3. Settlement Action Type:

___(a) CD or Court Order Resolving Judicial Action (Requires Completion of Accounts Receivable Form)
___(b) Administrative Penalty Order (with/without Injunctive Relief)
___(c) Superfund Administrative Cost Recovery Agreement
___(d) Federal Facility Compliance Agreement (NOT including RCRA Matters)
X (e) Administrative Compliance Order
___(f) Notice of Determination
___(g) Federal Facility ROD

EPA Lead Attorney: Philip Mancusi-Ungaro Phone No: (404) 562-9519

EPA Program Contact: Christopher Parker Phone No: (404) 562-9838

5. Was An Environmental Management System Requested? _____Yes XXX No

6. Action Dates: (Complete **EITHER** Administrative **OR** Judicial):

Administrative:
Issued/Filed:_____ Final Order: _____

Judicial:

Complaint Filed:_____

Settlement Lodged:_____

Settlement Entered:_____

ESTIMATED Termination Date:_____

8. Statute(s) and Section(s) **Violated** (**NOT** Authorizing Section):
(e.g., CAA, EPCRA, CERCLA, etc., NOT U.S.C. nor CFR)

404/301 _____/_____ _____/_____ _____/_____

Authorizing Section(s) for Administrative Actions: 309(a)/_____/_____

If you have any questions, please contact Teresa Shirley (2-9647) or Priscilla Johnson (2-9614)

9. Facility Name: Raccoon Key

State(s): Georgia

How Many Facilities Are Associated With This Action? One

Are Any of These Facilities Located Outside Region IV? _____Yes XXX No

B. Penalty Information

11. For Multi-Media Action, Federal Amounts by Statute:

Statute	Amount
_____	$_____
_____	$_____
_____	$_____

12(a). Total Assessed Penalty $_____

12(b). (If Shared) Federal Share $_____

13. (If Shared) State or Local Share $_____

C. Cost Recovery Information

14. Amount of Cost Recovery Awarded:

$_____EPA Share

$_____State and/or Local Government Share

$_____Other

For a total of: $_____

Is This a Cash-Out Settlement? _____Yes _____No (Please See Interim Guidance, Dated 9/29/09)

If Yes, Value of the PRP-Funded Response Actions $_____

FOR SUPERFUND ACTIONS WITH COST RECOVERY ONLY, STOP HERE. YOU ARE DONE!

Was This an Overfile Action? _____Yes XXX No

Overfiling occurs when (1) a state/local delegated or approved program has taken no action or an inadequate action to address a violation at a facility; AND (2) EPA takes an enforcement action against the same facility for the same violation; AND (3) the state has not joined EPA in the EPA action nor asked EPA to bring the action.)

ALTERNATIVE DISPUTE RESOLUTION

4. Was Alternative Dispute Resolution (ADR) Used in This Case? [redacted] Yes [redacted] No **(If No, Skip to Next Page)**

# of Parties in Your Case?_____ # of Parties Taking Part in Mediation?_____

Which ADR Process or Processes Were Used? (Check all That Apply)

_____Facilitation
_____Facilitation Negotiation
_____Mediation for One Part of Case
_____Mediation for Entire Case
_____For Cost/Allocation/Penalties
_____For Injunctive Relief
_____Other

Exemption 1 X (A) Interference with Enforcement Proceedings
____(B) Right to Fair Trial
____(C) Unwanted Invasion of Personal Privacy

Exemption 5 X Predecisional/Deliberative
____Attorney work product
____**Attorney-client privilege**

Who Was Your Mediator?_____

How Did You Obtain Your Mediator?_____

Was This Mediator Effective?

_____Yes. How So?_____

_____No. Why Not?_____

Exemption 7 X (A) Interference with Enforcement Proceedings
____(B) Right to Fair Trial
____(C) Unwanted Invasion of Personal Privacy

Was ADR Useful in Fostering Clearer and More Effective Communication Between the Parties?

_____Yes _____No

Did ADR Help Resolve the Conflict For Which it Was Selected? _____Yes _____No

If Not, Why Not?_____

Did ADR Help Resolve Conflicts That Were Apart From the Conflict It Was Selected For?

_____Yes. Why?_____

_____No.

Were You Satisfied With the ADR Process You Went Through in Your Case?

_____Yes. Why?_____

_____No. Why Not?_____

Would You Consider Using ADR Again? _____Yes _____No

If Yes, What Would You Anticipate Using It For?_____

If No, Why Not?_____

How Could the Usefulness of ADR Have Been Improved in Your Case?_____

How Could EPA's Use of ADR Be Improved in General?_____

How Could EPA Better Assist You in Obtaining and Effectively Using ADR Services?_____

FY 2009 Priority Information

MOA Priority Information
(Check All That Apply)

Air Toxics:
___LDAR
___Flares
___Surface Coating

Financial Assurance:
___RCRA Closure/Post Closure
___RCRA Corrective Action
___CERCLA

Tribal:
___Drinking Water
___Schools
___Solid Waste
___Other

NSR/PSD:
___Coal-Fired Power Plants
___Cement
___Glass Manufacturing
___Sulfuric Acid Plants
___Other Priority NSR Sectors
___Nitric Acid Plants

Mineral Processing:
___Non-Phosphoric Acid
___Phosphoric Acid
___Mining - Other

Wet Weather:
___CAFO
___CSOs
___CSOs ≥ 50k Serv. Population
___SSOs
___SW Top 100 Homebuilder Construction
___SW Homebuilder Construction-Not in Top 100
___SW Top 6 Big Box Store Construction
___SW Big Box Store Construction-Not in Top 6
___SW Top 7 Ready-Mix/Sand & Gravel
___SW Ready-Mix/Sand & Gravel-Not in Top 7
___SW MS4 Audit
___SW MS4 Inspection
___SW Industrial Non-Construction
___SW Industrial Construction
___SW Ports (Exploratory)
___SW Road Building (Exploratory)
___Federal Facility Construction (Exploratory)

Regional Priorities
(Check All That Apply)

FIFRA:
___Antimicrobial Labeling

TSCA:
___Lead Disclosure Rule (Section 1018)
___Direct Consumables
___HUD & CDC Lead Collaboration
___Import Brokers

RCRA:
___BIFs and Organic Air Emissions

D. SUPPLEMENTAL ENVIRONMENTAL PROJECT INFORMATION

(If More Than One SEP, Complete Separate Page for EACH SEP)

15. Is Environmental Justice Addressed by Impact of SEP? _____Yes XXX___No

16. SEP Description_____

_____

17. Category of SEP(s) (Check ONLY one): **18. Cost of SEP: $_____**

___Public Health
___Pollution Prevention ***(Complete Question #19)***
- ___Equipment/Technology Modifications
- ___Process/Procedure Modifications
- ___Production Reformulation/Redesign
- ___Raw Materials Substitution
- ___Improved Housekeeping/O&M/Training/Inventory Control
- ___In-Process Recycling
- ___Energy Efficiency/Conservation

___Pollution Reduction ***(Complete Question #19)***
___Environmental Restoration and Protection
___Assessments and Audits
___Environmental Compliance Promotion
___Emergency Planning and Preparedness
___Other Program-Specific SEP

19. Quantitative Environmental Pollutants and/or Chemicals and/or Waste Streams, Amount of Reductions/ Eliminations (e.g., Emissions/Discharges) – Complete All Four Columns Below:

Pollutants/Chemical Waste Stream	Annual Amount **CHECK ONE:** ☐ Reduced ☐ Eliminated ☐ Treated	Units* (See List Below)	Potentially Impacted Media** (See List Below)

***Acceptable Units**
Acres
Building Units
Cubic Yards
Gallons
Gallons Spilled
Single-Family Housing Units
Multi-Family Housing Units
Pounds Per Year
Linear Feet of Small Stream (<10 ft. Wide)
Linear Feet of Med. Stream (10-20 ft. Wide)
Linear Feet of Large Stream (>20 ft. Wide)
People (SDWA/FIFRA)
Number of Schools)
Number of Wells (UIC)

****Acceptable Potentially Impacted Medias**
Air
Animals
Animals (FIFRA Only)
Housing
Humans
Humans (FIFRA Only)
Land
Land (Includes RCRA Waste, FIFRA Pesticides, and TSCA Asbestos/PCBs)
Plants
Plants (FIFRA Only)
Schools
Schools/Housing/Bldgs (Includes TSCA Lead Paint & Asbestos)
Soil
Soil (CERCLA & RCRA Corrective Action, TSCA PCBs, UST Soil, & UIC Remedial Activities
Soil Vapor
Water (Underground Source)
Water (Biosolids and Other Sludges)
Water (Drinking)
Water (Ground)
Water (Underground Source of Drinking Water
Water (Navigable/Surface)
Water (Sediment)
Water Stormwater)
Water (Wastewater to POTW)
Water (Water (Wetlands)

FOR SELF DISCLOSURE CASES ONLY

(COMPLETE ONLY IF FACILITY SELF-DISCLOSED VIOLATIONS)

Did Company Self-Disclose Violations? _____Yes _____No **(If No, Skip to Next Page)**

Date of Disclosure:_____

Was the Disclosure Resolved Under: _____Audit Policy _____Small Business Policy

If Resolved Under Small Business Policy, Provide SIC Code:_____

Was Disclosure Referred By Another Region or HQ? _____Yes _____No

If Yes, What Office?_____

Was Disclosure Part of Compliance Incentive Program? _____Yes _____No

If Yes, Choose All That Apply:

___Bakers CFC Partnership
___CMOM POTW Program
___Colleges & Universities Program
___Grain Processing Program
___Industrial Organic Chemical Program
___Lead Disclosure Program
___National Iron & Steel Incentive Program
___Oil & Gas Program
___Prisons Program
___Storage Tank Emission Reduction Program
___Stormwater/Commercial Development Program
___Telecommunications Incentive Program
___Wood Treaters Program

Number of Facilities Associated With This Disclosure?_____

Any Outstanding Issues? _____Yes _____No If Yes, Please Describe_____

_____

_____

Penalty Information:

Gravity-Based Penalty Calculation Before Mitigation: $_____

% and Amount of Gravity-Based Penalty Waived: _____% AND $_____

Gravity-Based Penalty Assessed: $_____

Economic Benefit Assessed: $_____

Rationale for Not Applying Disclosure Policy:

___No Violation Occurred
___Discovery Not Voluntary
___Entity Had Repeat Violations
___ Violation(s) Not Corrected Expeditiously
___Cooperation Insufficient
___Fed. Facility That Would Not Be Liable for a Penalty
___Not a Systematic Discovery
___Disclosure Not Prompt
___Agreement or Order Violated
___Discovery & Disclosure Not Independent
___Actual Serious Harm or Imminent & Substantial Endangerment

Exemption 5 X Predecisional/Deliberative
___Attorney work product
___Attorney-client privilege

Exemption 7 X (A) Interference with Enforcement Proceedings
___(B) Right to Fair Trial
___(C) Unwanted Invasion of Personal Privacy

E. INJUNCTIVE RELIEF/COMPLIANCE ACTIONS (NON-SEP RELATED).
(Note: Penalty orders <u>without</u> injunctive relief and Superfund administrative cost recovery agreements SHOULD SKIP THIS SECTION.)

Exemption 7 X (A) Interference with Enforcement Proceedings
___ (B) Right to Fair Trial
___ (C) Unwanted Invasion of Personal Privacy

Exemption 5 X Predecisional/Deliberative
___ Attorney work product
___ Attorney-client privilege

ALL STATUTES

FACILITY MANAGEMENT AND INFORMATION PRACTICES (FMIP)

(Actions That Do Not Result in Pollutant Reductions/Eliminations)

$_____ Estimated Cost of Actions Checked Off On This Page. **(REQUIRED! IF YOU HAVE ANYTHING CHECKED OFF BELOW, YOU MUST INCLUDE A COST ESTIMATE. FORM WILL BE RETURNED IF THIS FIELD IS BLANK!)**

___Asbestos Inspections
___Auditing
___CERCLA RI/FS or RD
___Develop/Implement CMOM Program (CWA)
___Environmental Management Review
___Establishment Registered
___Establishment Terminated
___Financial Responsibility Requirement
___Information Letter Response
___Institutional Controls – Administrative/Legal
___Institutional Controls - Engineering
___Labeling
___Leak Detection (CAA)
___Monitoring
___Notification
___Permit Application
___Planning
___Provide Site Access
___Recordkeeping
___Reporting
___Site Assessment/Characterization
___Spill Notification
___Stormwater Site Inspection
___Testing/Sampling
___Training
___UST Release Detection
___Work Practices

Exemption 7 ___ (A) Interference with Enforcement Proceedings
___ (B) Right to Fair Trial
___ (C) Unwanted Invasion of Personal Privacy

Exemption 5 ___ Predecisional/Deliberative
___ Attorney work product
___ **Attorney-client privilege**

Has EPA Taken Previous Formal Enforcement Action Regarding These Violations? (Does Not Include NOVs)

___Yes ___No

If Yes, Docket Numbers of Previous Actions_____

WETLANDS

For Instructions and methodologies for calculating information for Direct Environmental Benefits and Preventative Actions, refer to **Section 5.7** of the Case Conclusion Data Sheet Guidance, Dated August 2004. See Also Page 7 of This Form for Information on "Amount" and Cost Estimate Information.

Exemption 7 ✓ (A) Interference with Enforcement Proceedings
____(B) Right to Fair Trial
____(C) Unwanted Invasion of Personal Privacy

Exemption 5 ✓ Predecisional/Deliberative
____Attorney work product
____**Attorney-client privilege**

sligh environmental consultants, inc

December 15, 2008

Mr. Chris Parker
U.S. Environmental Protection Agency
61 Forsyth Street SW
Atlanta, Georgia 30303

Subject: **+/- 159 Acre Raccoon Key Tract**
Preliminary Wetland Delineation
Camden County, Georgia

SECI#: 01-08-084

Dear Mr. Parker:

Sligh Environmental Consultants, Inc. (SECI) is pleased to submit the attached information concerning a preliminary delineation of wetlands at the +/- 159 acre Raccoon Key Tract located southwest of Jekyll Island, southeast of and adjacent to Umbrella Creek in Camden County, Georgia. The preliminary wetland delineation was completed during multiple site visits and mapping performed over the October-December 2008 time period using methods outlined in the *Corps of Engineers Wetlands Delineation Manual*[1].

Attached is a "Request for Jurisdictional Determination" form, an SECI produced exhibit titled RACCOON KEY, WETLANDS FIELD EXHIBIT, CAMDEN COUNTY, GEORGIA depicting GPS locations of wetlands / impoundments, dikes, and marsh line including the 5.6 (corrected) contour elevation line completed by Cumberland Land Surveyors, the SCS Soil Survey of Camden County with the approximate site location depicted, the U.S. Geological Survey for the Jekyll Island and Cumberland Island North Quadrangles with the approximate site location depicted, the National Wetlands Inventory for the Jekyll Island and Cumberland Island North Quadrangles with the approximate site location depicted, data sheets representing typical site conditions, and a data point location map depicting the locations of each data set recorded within the project area. Please review this information to verify the accuracy of SECI's preliminary wetland delineation.

All wetlands on the site appear to be man made and are associated with past aquaculture and agricultural operations. Soils in the upland areas exhibit matrix chroma and values common to upland sites. The soils in the wetland areas are mapped as Bohicket-Capers association containing low matrix chroma and values typical of hydric conditions. Wetland area boundaries were delineated with solid pink and orange-black stripped flagging. Limits of wetland areas were delineated based on regional indicators, vegetative differences between the upland and wetland areas, and topographic rise from wetland to upland areas.

If you have any questions upon your review of this submittal please contact us at (912) 232-0451. We look forward to finalizing a field date to review the site and our preliminary wetland delineation.

Sincerely,

Stuart F. Sligh
President
Sligh Environmental Consultants, Inc.

Enclosures
cc: Mr. Buck Bennett – GADNR
Mr. Chip Drury – Margaret's Key, LLC
Mr. Todd Silliman – McKinna, Long, & Aldridge, LLP.

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[1] Environmental Laboratory. 1987. "Corps of Engineers Wetlands Delineation Manual," Technical Report Y-87-1, US Army Engineer Waterways Experiment Station, Vicksburg, Mississippi.

31 PARK OF COMMERCE WAY / SUITE 200B / SAVANNAH, GA 31405 / T 912.232.0451 / F 912.232.0453
1815-A BOUNDARY STREET / BEAUFORT, SC 29902 / T 843.379.2770 / F 843.379.2771

U.S. Environmental Protection Agency – 61 Forsyth St. SW, Atlanta, GA 30303

REQUEST FOR WETLANDS DETERMINATION

Date: 12/2/2008

County: Camden

Total Acreage of Subject Site: +/- 159

Project Name (if applicable): +/- 159 Acre Raccoon Key Subject Area

Property Owner
(name, address, phone)

Margaret's Key, LLC
C/O Chip Drury
699 11th Street NW, Suite 100
Atlanta, Georgia 30318
(404) 784-0058

Agent/Developer/Engineer
(name, address, phone)

Sligh Environmental Consultants, Inc.
31 Park of Commerce Way, Suite 200B
Savannah, GA 31405
(912) 232-0451
Attn: Stuart F. Sligh

Status of Project (check one)

( ) On-going site work for development purposes
( ) Development in planning stages
(X) No specific development planned at this time

Project Type - indicate the proposed use of the land in question or, if no specific work is planned at present, the current zoning or land use at the site:

( )Residential	( )Commercial	( )Mixed use
( )Industrial	(X)Agriculture	( )Public Works
( )Silviculture	(X)Aquaculture	( )Other

Information Required to Accompany Request - Check the items submitted - forward as much information as is available. At a Minimum, the first two items must be forwarded:

(X) Accurate Location Map (from county map, USGS Quad Sheet, etc.)
(X) Survey Plat or Tax Map of the property in question
(X) Soil survey sheet (from SCS) or aerial photograph (from County Assessors Office or other source - property boundaries shown on the soil survey/photo would be very helpful).
( ) Topographic Survey
( ) Conceptual Site Plan for the overall development
(X) Routine On-Site Data

Signature of Property Owner or Authorized Agent: Stuart F. Sligh

The person signing this form must have the authority of the owner to authorize Corps of Engineers employees or their agents to enter onto the property for onsite investigations if such is deemed necessary. Do not sign unless you have the specific authority of the owner.

Man-Made Wetland (+/- 122.387 Acres)

Upland (+/- 36 Acres)

Boundary of Marsh Vegetation

Prepared By:
sligh environmental consultants, inc.
3rd Park of Commerce Way, Suite 2008
Savannah, Georgia 31405
phone (912) 232-0451
fax (912) 232-0453
www.slighec.com

159 Acre Raccoon Key Subject Area
Wetlands Field Exhibit
Camden County, Georgia

Prepared For: Margaret's Key, LLC

0 100 200 400 600 Feet

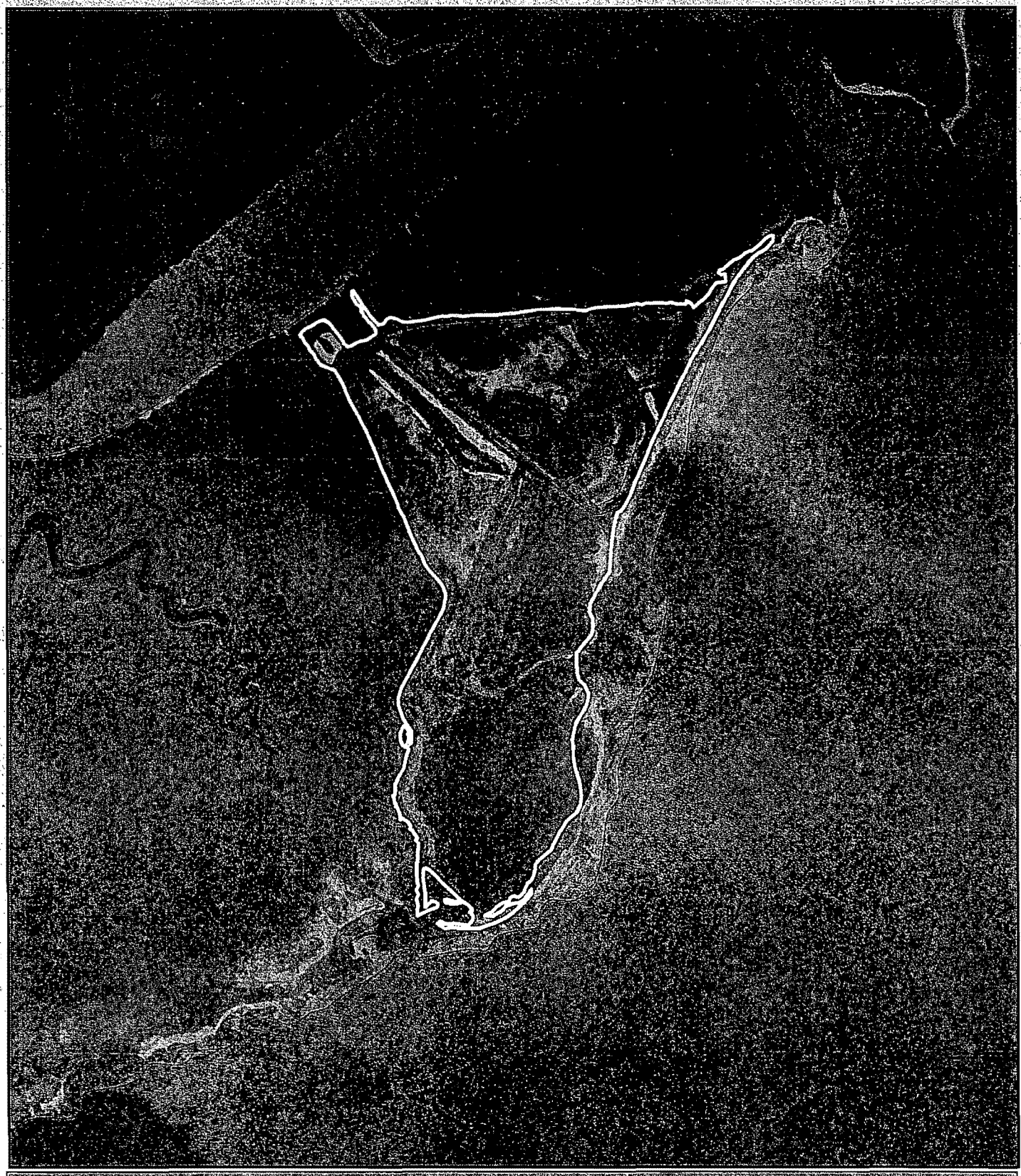
2007 True Color Aerial Photography

Exhibit Date: December 2, 2008

Drawn By: JBB

Reviewed By: SFS

Job Number: 01-08-084



Approximate Project Limits

Prepared By:
sligh environmental consultants, inc.
31 Park of Commerce Way, Suite 200B
Savannah, Georgia 31405
phone (912) 232-0451
fax (912) 232-0453
www.sligh-ec.com

159 Acre Raccoon Key Subject Area
SCS Soils Survey
2007 True Color Aerial Photography
Camden County, Georgia

Prepared For: Margaret's Key, LLC

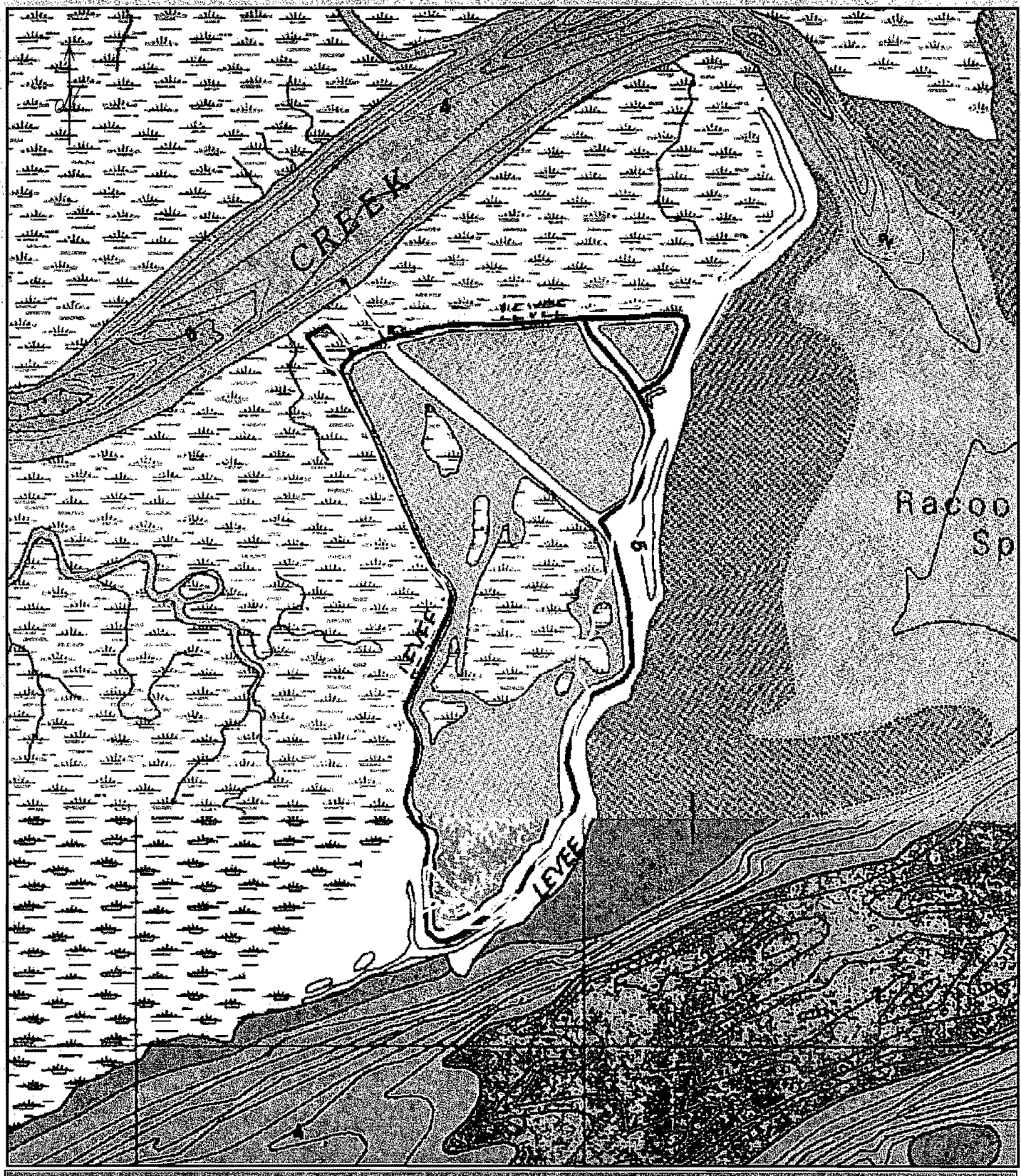
1:000
Feet

Exhibit Date: December 1, 2008

Drawn By: JBB

Reviewed By: SFS

Job Number: 01-08-084



Approximate Project Limits

Prepared By:
sligh environmental consultants, inc.
31 Park of Commerce Way, Suite 200B
Savannah, Georgia 31405
Phone: (912) 232-0451
Fax: (912) 232-0453
www.sligh.com

159 Acre Raccoon Key Subject Area
U.S. Geological Survey
Jekyll Island & Cumberland Island North Quadrangles
Camden County, Georgia

Prepared For: Margaret's Key, LLC

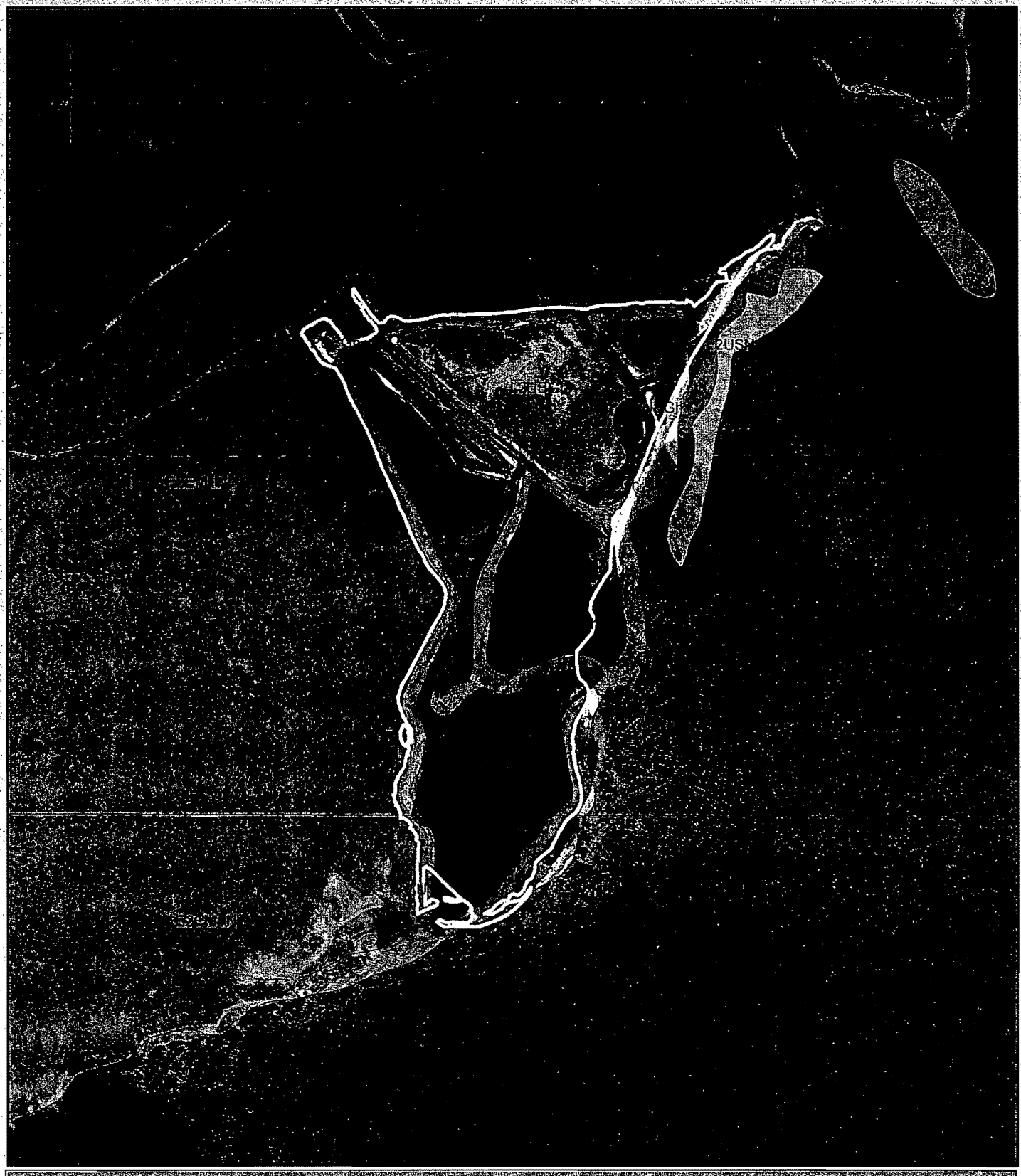
1,000
Feet

Exhibit Date: December 1, 2008

Drawn By: BB

Reviewed By: SRS

Job Number: 01-08-084



Prepared By:

sligh environmental consultants, inc.
311 Park of Commerce Way, Suite 200B
Savannah, Georgia 31405
phone (912) 232-0451
fax (912) 232-0453
www.sligh-eci.com

159 Acre Raccoon Key Subject Area
National Wetlands Inventory
Jekyll Island & Cumberland Island North Quadrangles
2007 True Color Aerial Photography
Camden County, Georgia

Prepared For: Margaretts Key, LLC

1:000

Feet

Exhibit Date: December 1, 2008

Drawn By: DBB

Reviewed By: SPS

Job Number: 01-08-084

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 CE Wetlands Delineation Manual)

IU-1

Project/Site:	Raccoon Key	Date:	10/6/2008
Applicant/Owner:	Margaret's Key, LLC	County:	Camden
Investigator:	Sligh Environmental Consultants, Inc.	State:	Georgia
Do normal circumstances exist on the site?	☑ Yes ☐ No	Community ID:	Upland adjacent to Question Area
Is the site significantly disturbed (atypical situation)?	☐ Yes ☑ No	Transect ID:	
Is the area a potential problem area (If needed, explain)? ☐ Yes ☑ No		Data Point #:	1
		Latitude:	31° 00' 34.77" N
		Longitude:	81° 27' 30.35" W

VEGETATION

DOMINANT PLANT SPECIES	STRATUM	INDICATOR	DOMINANT PLANT SPECIES	STRATUM	INDICATOR
1. Bermuda Grass *Cynodon dactylon*	herb	FACU	7. *#N/A*	#N/A	#N/A
2. Bahia Grass *Paspalum notatum*	herb	FACU	8. *#N/A*	#N/A	#N/A
3. Annual Ragweed *Ambrosia artemisiifolia*	herb	FACU	9. *#N/A*	#N/A	#N/A
4. Yellow Thistle *Cirsium smallii*	herb	FACU	10. *#N/A*	#N/A	#N/A
5. *#N/A*	#N/A	#N/A	11. *#N/A*	#N/A	#N/A
6. *#N/A*	#N/A	#N/A	12. *#N/A*	#N/A	#N/A

Percent of dominant species that are OBL, FACW, or FAC (Excluding FAC-): 0.00%

Remarks: The hydrophytic vegetation criterion has not been met.

HYDROLOGY

☐ RECORDED DATA (DESCRIBE IN REMARKS):

- ☐ Stream, Lake, or Tide Gage
- ☐ Aerial Photographs
- ☐ Other

☑ NO RECORDED DATA AVAILABLE

FIELD OBSERVATIONS

Depth of Surface Water: N/A

Depth to Free Water in Pit: N/A

Depth to Saturated Soil: > 12"

WETLAND HYDROLOGY INDICATORS

Primary Indicators:

- ☐ Inundated
- ☐ Saturated in Upper 12 Inches
- ☐ Water Marks
- ☐ Drift Lines
- ☐ Sediment Deposits
- ☐ Drainage Patterns in Wetlands

Secondary Indicators (2 or more required):

- ☐ Oxidized Root Channels in Upper 12 Inches
- ☐ Water-Stained Leaves
- ☐ Local Soil Survey Data
- ☐ FAC-Neutral Test
- ☐ Other (Explain in Remarks)

Remarks: The hydrologic criteria has not been met.

SOILS 1U-2

MAP UNIT NAME (Series and Phase): Mapped as Bohicket-Capers association	DRAINAGE CLASS: very poorly drained
TAXONOMY (SUBGROUP): thermic Typic Sulfaquents	FIELD OSERVATIONS: Confirm Mapped Type? ☐ Yes ☑ No

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast	Texture, Concretions, Structure, etc.
0-4	A	10YR 4/2			Sand
4-12"	A	10YR 5/3			Sand

HYDRIC SOIL INDICATORS:

- ☐ Histosol
- ☐ Concretions
- ☐ Histic Epipedon
- ☐ High Organic Content in Surface Layer in Sandy Soils
- ☐ Reducing Conditions
- ☐ Aquic Moisture Regime
- ☐ Sulfidic Odor
- ☐ Organic Streaking in Sandy Soils
- ☐ Listing on National Hydric Soils List
- ☐ Listed on State or Local Hydric Soils List
- ☐ Gleyed or Low Chroma
- ☐ Color
- ☐ Other (Explain in Remarks)

Remarks: The hydric soil criteria has not been met.

WETLAND DETERMINATION

Hydrophytic Vegetation Present?	☐ Yes	☑ No	Is this Sampling Point Within a Wetland? ☐ Yes ☑ No
Wetland Hydrology Present?	☐ Yes	☑ No	
Hydric Soil Present?	☐ Yes	☑ No	

Remarks: Data point is not wetland.

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 CE Wetlands Delineation Manual)

1W-1

Project/Site:	Raccoon Key	Date:	6-Oct-08
Applicant/Owner:	Margaret's Key, LLC	County:	Camden
Investigator:	Sligh Environmental Consultants, Inc.	State:	Georgia
Do normal circumstances exist on the site?	☑ Yes ☐ No	Community ID:	Question Area
Is the site significantly disturbed (atypical situation)?	☐ Yes ☑ No	Transect ID:	
Is the area a potential problem area (If needed, explain)? ☑ Yes ☐ No		Data Point #:	2
		Latitude:	31° 00' 34.77"N
		Longitude:	81° 27' 30.35"W

VEGETATION *

DOMINANT PLANT SPECIES	STRATUM	INDICATOR	DOMINANT PLANT SPECIES	STRATUM	INDICATOR
1. Eastern Red Cedar *Juniperius virginiana*	tree	FACU-	7. *#N/A*	#N/A	#N/A
2. Softrush *Juncus effusus*	herb	OBL	8. *#N/A*	#N/A	#N/A
3. Marsh Flatsedge *Cyperus pseudovegetus*	herb	FACW	9. *#N/A*	#N/A	#N/A
4. Saltgrass *Distichlis spicata*	herb	FACW	10. *#N/A*	#N/A	#N/A
5. Bulrush *Scirpus robustus*	herb	OBL	11. *#N/A*	#N/A	#N/A
6. *#N/A*	#N/A	#N/A	12. *#N/A*	#N/A	#N/A

Percent of dominant species that are OBL, FACW, or FAC (Excluding FAC-): *

Remarks: * See Remarks at the bottom of Page 2.

HYDROLOGY *

☑ RECORDED DATA (DESCRIBE IN REMARKS):

- ☐ Stream, Lake, or Tide Gage
- ☑ Aerial Photographs
- ☐ Other

☐ NO RECORDED DATA AVAILABLE

FIELD OBSERVATIONS

Depth of Surface Water: NA

Depth to Free Water in Pit: NA

Depth to Saturated Soil: 6 in

WETLAND HYDROLOGY INDICATORS

Primary Indicators:

- ☐ Inundated
- ☑ Saturated in Upper 12 Inches
- ☑ Water Marks
- ☐ Drift Lines
- ☐ Sediment Deposits
- ☐ Drainage Patterns in Wetlands

Secondary Indicators (2 or more required):

- ☑ Oxidized Root Channels in Upper 12 Inches
- ☑ Water-Stained Leaves
- ☐ Local Soil Survey Data
- ☐ FAC-Neutral Test
- ☐ Other (Explain in Remarks)

Remarks:

SOILS * 1W-2

MAP UNIT NAME (Series and Phase): Mapped as Bohicket-Capers association	DRAINAGE CLASS: very poorly drained
TAXONOMY (SUBGROUP): thermic Typic Sulfaquents	FIELD OSERVATIONS: Confirm Mapped Type? ☐ Yes ☑ No

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast	Texture, Concretions, Structure, etc.
0-4	A	10YR 4/1			Sand
4-10	B	10YR 5/1	10YR 4/1	Few	Sand

HYDRIC SOIL INDICATORS:

- ☐ Histosol
- ☐ Concretions
- ☐ Histic Epipedon
- ☑ High Organic Content in Surface Layer in Sandy Soils
- ☑ Reducing Conditions
- ☑ Aquic Moisture Regime
- ☐ Sulfidic Odor
- ☑ Organic Streaking in Sandy Soils
- ☐ Listing on National Hydric Soils List
- ☐ Listed on State or Local Hydric Soils List
- ☑ Gleyed or Low Chroma
- ☐ Color
- ☐ Other (Explain in Remarks)

Remarks:

WETLAND DETERMINATION *

Hydrophytic Vegetation Present?	☐ Yes	☐ No	Is this Sampling Point Within a Wetland? ☐ Yes ☐ No
Wetland Hydrology Present?	☐ Yes	☐ No	
Hydric Soil Present?	☐ Yes	☐ No	

Remarks: * The existence of hydric soils, wetland hydrology, and/or more than 50 % dominant wetland species in this area is in question at this time. Recent human activity and abnormal storm events may have contributed to the present condition of the area, and current conditions within the area might not represent normalized conditions. Accordingly, further review is needed before a final determination can be made for this area. We respectfully request your review and input as to conditions in this area.

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 CE Wetlands Delineation Manual)

1U-1

Project/Site:	Raccoon Key	Date:	6-Oct-08
Applicant/Owner:	Margaret's Key, LLC	County:	Camden
Investigator:	Sligh Environmental Consultants, Inc.	State:	Georgia
Do normal circumstances exist on the site?	☑ Yes ☐ No	Community ID:	Upland adjacent to Wetland A
Is the site significantly disturbed (atypical situation)?	☐ Yes ☑ No	Transect ID:	
Is the area a potential problem area (If needed, explain)? ☐ Yes ☑ No		Data Point #:	3
		Latitude:	31° 00' 35.61" N
		Longitude:	81° 27' 34.47" W

VEGETATION

DOMINANT PLANT SPECIES	STRATUM	INDICATOR	DOMINANT PLANT SPECIES	STRATUM	INDICATOR
1. Bermuda Grass *Cynodon dactylon*	herb	FACU	7. *#N/A*	#N/A	#N/A
2. Common Morning-Glory *Ipomoea purpurea*	vine	FACU	8. *#N/A*	#N/A	#N/A
3. Tall Golden-Rod *Solidago altissima*	herb	FACU+	9. *#N/A*	#N/A	#N/A
4. Common Pokeweed *Phytolacca americana*	herb	FACU+	10. *#N/A*	#N/A	#N/A
5. Annual Ragweed *Ambrosia artemisiifolia*	herb	FACU	11. *#N/A*	#N/A	#N/A
6. *#N/A*	#N/A	#N/A	12. *#N/A*	#N/A	#N/A

Percent of dominant species that are OBL, FACW, or FAC (Excluding FAC-): 0.00%

Remarks The hydrophytic vegetation criterion has not been met.

HYDROLOGY

☐ RECORDED DATA (DESCRIBE IN REMARKS):

- ☐ Stream, Lake, or Tide Gage
- ☐ Aerial Photographs
- ☐ Other

☑ NO RECORDED DATA AVAILABLE

FIELD OBSERVATIONS

Depth of Surface Water: NA

Depth to Free Water in Pit: NA

Depth to Saturated Soil: > 12"

WETLAND HYDROLOGY INDICATORS

Primary Indicators:

- ☐ Inundated
- ☐ Saturated in Upper 12 Inches
- ☐ Water Marks
- ☐ Drift Lines
- ☐ Sediment Deposits
- ☐ Drainage Patterns in Wetlands

Secondary Indicators (2 or more required):

- ☐ Oxidized Root Channels in Upper 12 Inches
- ☐ Water-Stained Leaves
- ☐ Local Soil Survey Data
- ☐ FAC-Neutral Test
- ☐ Other (Explain in Remarks)

Remarks: The hydrologic criteria has not been met.

SOILS

1U-2

MAP UNIT NAME (Series and Phase): Mapped as Bohicket-Capers association	DRAINAGE CLASS: very poorly drained
TAXONOMY (SUBGROUP): thermic Typic Sulfaquents	FIELD OSERVATIONS: Confirm Mapped Type? ☐ Yes ☑ No

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast	Texture, Concretions, Structure, etc.
0-2"	A	10YR 5/2			Sand
2-12"	A	10YR 6/3			Sand

HYDRIC SOIL INDICATORS:

- ☐ Histosol
- ☐ Concretions
- ☐ Histic Epipedon
- ☐ High Organic Content in Surface Layer in Sandy Soils
- ☐ Reducing Conditions
- ☐ Aquic Moisture Regime
- ☐ Sulfidic Odor
- ☐ Organic Streaking in Sandy Soils
- ☐ Listing on National Hydric Soils List
- ☐ Listed on State or Local Hydric Soils List
- ☐ Gleyed or Low Chroma
- ☐ Color
- ☐ Other (Explain in Remarks)

Remarks: The hydric soil criteria has not been met.

WETLAND DETERMINATION

Hydrophytic Vegetation Present?	☐ Yes	☑ No	Is this Sampling Point Within a Wetland? ☐ Yes ☑ No
Wetland Hydrology Present?	☐ Yes	☑ No	
Hydric Soil Present?	☐ Yes	☑ No	

Remarks: Data point is not wetland.

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 CE Wetlands Delineation Manual)

1W-1

Project/Site:	Raccoon Key	Date:	10/6/2008
Applicant/Owner:	Margaret's Key, LLC	County:	Camden
Investigator:	Sligh Environmental Consultants, Inc.	State:	Georgia
Do normal circumstances exist on the site?	☑ Yes ☐ No	Community ID:	Wetland A
Is the site significantly disturbed (atypical situation)?	☐ Yes ☑ No	Transect ID:	
Is the area a potential problem area (If needed, explain)? ☐ Yes ☑ No		Data Point #:	4
		Latitude:	31° 00' 35.61" N
		Longitude:	81° 27' 34.47" W

VEGETATION

DOMINANT PLANT SPECIES	STRATUM	INDICATOR	DOMINANT PLANT SPECIES	STRATUM	INDICATOR
1. Cattail *Typha spp.*	herb	OBL	7. *#N/A*	#N/A	#N/A
2. Duck Weed *Lemna spp.*	herb	OBL	8. *#N/A*	#N/A	#N/A
3. *#N/A*	#N/A	#N/A	9. *#N/A*	#N/A	#N/A
4. *#N/A*	#N/A	#N/A	10. *#N/A*	#N/A	#N/A
5. *#N/A*	#N/A	#N/A	11. *#N/A*	#N/A	#N/A
6. *#N/A*	#N/A	#N/A	12. *#N/A*	#N/A	#N/A

Percent of dominant species that are OBL, FACW, or FAC (Excluding FAC-): 100.00%

Remarks: The hydrophytic vegetation criterion has been met.

HYDROLOGY

☐ RECORDED DATA (DESCRIBE IN REMARKS):

- ☐ Stream, Lake, or Tide Gage
- ☐ Aerial Photographs
- ☐ Other

☑ NO RECORDED DATA AVAILABLE

FIELD OBSERVATIONS

Depth of Surface Water: > 1'

Depth to Free Water in Pit: N/A

Depth to Saturated Soil: N/A

WETLAND HYDROLOGY INDICATORS

Primary Indicators:

- ☑ Inundated
- ☑ Saturated in Upper 12 Inches
- ☑ Water Marks
- ☐ Drift Lines
- ☐ Sediment Deposits
- ☐ Drainage Patterns in Wetlands

Secondary Indicators (2 or more required):

- ☐ Oxidized Root Channels in Upper 12 Inches
- ☐ Water-Stained Leaves
- ☐ Local Soil Survey Data
- ☐ FAC-Neutral Test
- ☐ Other (Explain in Remarks)

Remarks: The hydrologic criteria has been met.

SOILS

1W-2

MAP UNIT NAME (Series and Phase): Mapped as Bohicket-Capers association	DRAINAGE CLASS: very poorly drained
TAXONOMY (SUBGROUP): thermic Typic Sulfaquents	FIELD OSERVATIONS: Confirm Mapped Type? ☐ Yes ☑ No

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast	Texture, Concretions, Structure, etc.
0-12"	A	10YR 2/1			Muck

HYDRIC SOIL INDICATORS:

- ☐ Histosol
- ☐ Concretions
- ☐ Histic Epipedon
- ☑ High Organic Content in Surface Layer in Sandy Soils
- ☑ Reducing Conditions
- ☑ Aquic Moisture Regime
- ☑ Sulfidic Odor
- ☐ Organic Streaking in Sandy Soils
- ☐ Listing on National Hydric Soils List
- ☐ Listed on State or Local Hydric Soils List
- ☐ Gleyed or Low Chroma
- ☐ Color
- ☐ Other (Explain in Remarks)

Remarks: The hydric soil criteria has been met.

WETLAND DETERMINATION

Hydrophytic Vegetation Present?	☑ Yes	☐ No	Is this Sampling Point Within a Wetland? ☑ Yes ☐ No
Wetland Hydrology Present?	☑ Yes	☐ No	
Hydric Soil Present?	☑ Yes	☐ No	

Remarks: Data point is wetland.

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 CE Wetlands Delineation Manual)

1U-1

Project/Site:	Raccoon Key	Date:	10/6/2008
Applicant/Owner:	Margaret's Key, LLC	County:	Camden
Investigator:	Sligh Environmental Consultants, Inc.	State:	Georgia
Do normal circumstances exist on the site?	☑ Yes ☐ No	Community ID:	Upland area adjacent to Wetland B
Is the site significantly disturbed (atypical situation)?	☐ Yes ☑ No	Transect ID:	NA
Is the area a potential problem area (If needed, explain)? ☐ Yes ☑ No		Data Point #:	5
		Latitude:	31° 00' 31.70" N
		Longitude:	81° 27' 32.55" W

VEGETATION

DOMINANT PLANT SPECIES	STRATUM	INDICATOR	DOMINANT PLANT SPECIES	STRATUM	INDICATOR
1. Common Pokeweed *Phytolacca americana*	herb	FACU+	7. Chinese Privet *Ligustrum sinense*	shrub	FAC
2. Bermuda Grass *Cynodon dactylon*	herb	FACU	8. *#N/A*	#N/A	#N/A
3. Cabbage Palm *Sabal palmetto*	tree	FAC	9. *#N/A*	#N/A	#N/A
4. Hackberry *Celtis occidentalis*	tree	FACU	10. *#N/A*	#N/A	#N/A
5. Eastern Red Cedar *Juniperius virginiana*	tree	FACU-	11. *#N/A*	#N/A	#N/A
6. Virginia Creeper *Parthenocissus quinquefolia*	vine	FAC	12. *#N/A*	#N/A	#N/A

Percent of dominant species that are OBL, FACW, or FAC (Excluding FAC-): 42.86%

Remarks The hydrophytic vegetation criterion has not been met.

HYDROLOGY

☐ RECORDED DATA (DESCRIBE IN REMARKS):

- ☐ Stream, Lake, or Tide Gage
- ☐ Aerial Photographs
- ☐ Other

☑ NO RECORDED DATA AVAILABLE

FIELD OBSERVATIONS

Depth of Surface Water: NA

Depth to Free Water in Pit: NA

Depth to Saturated Soil: >12"

WETLAND HYDROLOGY INDICATORS

Primary Indicators:

- ☐ Inundated
- ☐ Saturated in Upper 12 Inches
- ☐ Water Marks
- ☐ Drift Lines
- ☐ Sediment Deposits
- ☐ Drainage Patterns in Wetlands

Secondary Indicators (2 or more required):

- ☐ Oxidized Root Channels in Upper 12 Inches
- ☐ Water-Stained Leaves
- ☐ Local Soil Survey Data
- ☐ FAC-Neutral Test
- ☐ Other (Explain in Remarks)

Remarks: The hydrologic criteria has not been met.

SOILS

1U-2

MAP UNIT NAME (Series and Phase): Mapped as Bohicket-Capers association	DRAINAGE CLASS: very poorly drained
TAXONOMY (SUBGROUP): thermic Typic Sulfaquents	FIELD OSERVATIONS: Confirm Mapped Type? ☐ Yes ☑ No

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast	Texture, Concretions, Structure, etc.
0-2"	A	10YR 5/1			Sand
2-12"	A	10YR 6/3			Sand

HYDRIC SOIL INDICATORS:

- ☐ Histosol
- ☐ Concretions
- ☐ Histic Epipedon
- ☐ High Organic Content in Surface Layer in Sandy Soils
- ☐ Reducing Conditions
- ☐ Aquic Moisture Regime
- ☐ Sulfidic Odor
- ☐ Organic Streaking in Sandy Soils
- ☐ Listing on National Hydric Soils List
- ☐ Listed on State or Local Hydric Soils List
- ☐ Gleyed or Low Chroma
- ☐ Color
- ☐ Other (Explain in Remarks)

Remarks: The hydric soil criteria has not been met.

WETLAND DETERMINATION

Hydrophytic Vegetation Present?	☐ Yes	☑ No	Is this Sampling Point Within a Wetland? ☐ Yes ☑ No
Wetland Hydrology Present?	☐ Yes	☑ No	
Hydric Soil Present?	☐ Yes	☑ No	

Remarks: Data point is not wetland.

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 CE Wetlands Delineation Manual)

1W-1

Project/Site:	Raccoon Key	Date:	10/6/2008
Applicant/Owner:	Margaret's Key, LLC	County:	Camden
Investigator:	Sligh Environmental Consultants, Inc.	State:	Georgia
Do normal circumstances exist on the site?	☑ Yes ☐ No	Community ID:	Wetland B
Is the site significantly disturbed (atypical situation)?	☐ Yes ☑ No	Transect ID:	NA
Is the area a potential problem area (If needed, explain)? ☐ Yes ☑ No		Data Point #:	6
		Latitude:	31° 00' 31.70" N
		Longitude:	81° 27' 32.55" W

VEGETATION

DOMINANT PLANT SPECIES	STRATUM	INDICATOR	DOMINANT PLANT SPECIES	STRATUM	INDICATOR
1. Beakrush *Rhyncospora spp.*	herb	OBL	7. *#N/A*	#N/A	#N/A
2. Saltgrass *Distichlis spicata*	herb	FACW	8. *#N/A*	#N/A	#N/A
3. *#N/A*	#N/A	#N/A	9. *#N/A*	#N/A	#N/A
4. *#N/A*	#N/A	#N/A	10. *#N/A*	#N/A	#N/A
5. *#N/A*	#N/A	#N/A	11. *#N/A*	#N/A	#N/A
6. *#N/A*	#N/A	#N/A	12. *#N/A*	#N/A	#N/A

Percent of dominant species that are OBL, FACW, or FAC (Excluding FAC-): 100.00%

Remarks The hydrophytic vegetation criteria has been met.

HYDROLOGY

☐ RECORDED DATA (DESCRIBE IN REMARKS):

- ☐ Stream, Lake, or Tide Gage
- ☐ Aerial Photographs
- ☐ Other

☑ NO RECORDED DATA AVAILABLE

FIELD OBSERVATIONS

Depth of Surface Water: >1'

Depth to Free Water in Pit: N/A

Depth to Saturated Soil: N/A

WETLAND HYDROLOGY INDICATORS

Primary Indicators:

- ☑ Inundated
- ☑ Saturated in Upper 12 Inches
- ☑ Water Marks
- ☑ Drift Lines
- ☐ Sediment Deposits
- ☐ Drainage Patterns in Wetlands

Secondary Indicators (2 or more required):

- ☐ Oxidized Root Channels in Upper 12 Inches
- ☐ Water-Stained Leaves
- ☐ Local Soil Survey Data
- ☐ FAC-Neutral Test
- ☐ Other (Explain in Remarks)

Remarks: The hydrologic criteria has been met.

SOILS

1W-2

MAP UNIT NAME (Series and Phase): Mapped as Bohicket-Capers association	DRAINAGE CLASS: very poorly drained
TAXONOMY (SUBGROUP): thermic Typic Sulfaquents	FIELD OSERVATIONS: Confirm Mapped Type? ☐ Yes ☑ No

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast	Texture, Concretions, Structure, etc.
0-6"	A	10YR 3/1			Heavy Sand
6-12"	A	10YR 5/1			Heavy Sand

HYDRIC SOIL INDICATORS:

- ☐ Histosol
- ☐ Concretions
- ☐ Histic Epipedon
- ☑ High Organic Content in Surface Layer in Sandy Soils
- ☑ Reducing Conditions
- ☑ Aquic Moisture Regime
- ☐ Sulfidic Odor
- ☑ Organic Streaking in Sandy Soils
- ☐ Listing on National Hydric Soils List
- ☐ Listed on State or Local Hydric Soils List
- ☑ Gleyed or Low Chroma
- ☐ Color
- ☐ Other (Explain in Remarks)

Remarks: The hydric soil criteria has been met.

WETLAND DETERMINATION

Hydrophytic Vegetation Present?	☑ Yes	☐ No	Is this Sampling Point Within a Wetland? ☑ Yes ☐ No
Wetland Hydrology Present?	☑ Yes	☐ No	
Hydric Soil Present?	☑ Yes	☐ No	

Remarks: Data point is wetland.

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 CE Wetlands Delineation Manual)

2U-1

Project/Site:	Raccoon Key	Date:	10/6/2008
Applicant/Owner:	Margaret's Key, LLC	County:	Camden
Investigator:	Sligh Environmental Consultants, Inc.	State:	Georgia
Do normal circumstances exist on the site?	☑ Yes ☐ No	Community ID:	Upland adjacent to Wetland C
Is the site significantly disturbed (atypical situation)?	☐ Yes ☑ No	Transect ID:	
Is the area a potential problem area (If needed, explain)? ☐ Yes ☑ No		Data Point #:	7
		Latitude:	31° 00' 25.34" N
		Longitude:	81° 27' 37.33" W

VEGETATION

DOMINANT PLANT SPECIES	STRATUM	INDICATOR	DOMINANT PLANT SPECIES	STRATUM	INDICATOR
1. Tall Golden-Rod *Solidago altissima*	herb	FACU+	7. Common Pokeweed *Phytolacca americana*	herb	FACU
2. Annual Ragweed *Ambrosia artemisiifolia*	herb	FACU	8. *#N/A*	#N/A	#N/A
3. Wax Myrtle *Myrica cerifera*	shrub	FAC+	9. *#N/A*	#N/A	#N/A
4. Meadow Foxtail *Alopercurus pratensis*	herb	FAC	10. *#N/A*	#N/A	#N/A
5. Eastern False-Willow *Baccharis halimifolia*	shrub	FAC	11. *#N/A*	#N/A	#N/A
6. Bermuda Grass *Cynodon dactylon*	herb	FACU	12. *#N/A*	#N/A	#N/A

Percent of dominant species that are OBL, FACW, or FAC (Excluding FAC-): 42.86%

Remarks The hydrophytic vegetation criterion has not been met.

HYDROLOGY

☐ RECORDED DATA (DESCRIBE IN REMARKS):

- ☐ Stream, Lake, or Tide Gage
- ☐ Aerial Photographs
- ☐ Other

☐ NO RECORDED DATA AVAILABLE

FIELD OBSERVATIONS

Depth of Surface Water: NA

Depth to Free Water in Pit: NA

Depth to Saturated Soil: > 12"

WETLAND HYDROLOGY INDICATORS

Primary Indicators:

- ☐ Inundated
- ☐ Saturated in Upper 12 Inches
- ☐ Water Marks
- ☐ Drift Lines
- ☐ Sediment Deposits
- ☐ Drainage Patterns in Wetlands

Secondary Indicators (2 or more required):

- ☐ Oxidized Root Channels in Upper 12 Inches
- ☐ Water-Stained Leaves
- ☐ Local Soil Survey Data
- ☐ FAC-Neutral Test
- ☐ Other (Explain in Remarks)

Remarks: The hydrologic criteria has not been met.

SOILS

2U-2

MAP UNIT NAME (Series and Phase): Mapped as Bohicket-Capers association	DRAINAGE CLASS: very poorly drained
TAXONOMY (SUBGROUP): thermic Typic Sulfaquents	FIELD OSERVATIONS: Confirm Mapped Type? ☐ Yes ☑ No

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast	Texture, Concretions, Structure, etc.
0-2"	A	10YR 5/3			Sand
2-12"	A	10YR 6/3			Sand

HYDRIC SOIL INDICATORS:

- ☐ Histosol
- ☐ Concretions
- ☐ Histic Epipedon
- ☐ High Organic Content in Surface Layer in Sandy Soils
- ☐ Reducing Conditions
- ☐ Aquic Moisture Regime
- ☐ Sulfidic Odor
- ☐ Organic Streaking in Sandy Soils
- ☐ Listing on National Hydric Soils List
- ☐ Listed on State or Local Hydric Soils List
- ☐ Gleyed or Low Chroma
- ☐ Color
- ☐ Other (Explain in Remarks)

Remarks: The hydric soil criteria has not been met.

WETLAND DETERMINATION

Hydrophytic Vegetation Present?	☐ Yes	☑ No	Is this Sampling Point Within a Wetland? ☐ Yes ☑ No
Wetland Hydrology Present?	☐ Yes	☑ No	
Hydric Soil Present?	☐ Yes	☑ No	

Remarks: Data point is not wetland.

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 CE Wetlands Delineation Manual)

2W-1

Project/Site:	Raccoon Key	Date:	10/6/2008
Applicant/Owner:	Margaret's Key, LLC	County:	Camden
Investigator:	Sligh Environmental Consultants, Inc.	State:	Georgia
Do normal circumstances exist on the site?	☑ Yes ☐ No	Community ID:	Wetland C
Is the site significantly disturbed (atypical situation)?	☐ Yes ☑ No	Transect ID:	
Is the area a potential problem area (If needed, explain)? ☐ Yes ☑ No		Data Point #:	8
		Latitude:	31° 00' 25.34" N
		Longitude:	81° 27' 37.33" W

VEGETATION

DOMINANT PLANT SPECIES	STRATUM	INDICATOR	DOMINANT PLANT SPECIES	STRATUM	INDICATOR
1. Cattail *Typha spp.*	herb	OBL	7. *#N/A*	#N/A	#N/A
2. Duckweed *Lemna spp.*	herb	OBL	8. *#N/A*	#N/A	#N/A
3. Smartweed *Polygonum spp.*	herb	OBL	9. *#N/A*	#N/A	#N/A
4. Eastern False-Willow *Baccharis halimifolia*	shrub	FAC	10. *#N/A*	#N/A	#N/A
5. *#N/A*	#N/A	#N/A	11. *#N/A*	#N/A	#N/A
6. *#N/A*	#N/A	#N/A	12. *#N/A*	#N/A	#N/A

Percent of dominant species that are OBL, FACW, or FAC (Excluding FAC-): 100.00%

Remarks The hydrophytic vegetation criteria has been met.

HYDROLOGY

☐ RECORDED DATA (DESCRIBE IN REMARKS):

- ☐ Stream, Lake, or Tide Gage
- ☐ Aerial Photographs
- ☐ Other

☑ NO RECORDED DATA AVAILABLE

FIELD OBSERVATIONS

Depth of Surface Water: > 1'

Depth to Free Water in Pit: N/A

Depth to Saturated Soil: N/A

WETLAND HYDROLOGY INDICATORS

Primary Indicators:

- ☑ Inundated
- ☑ Saturated in Upper 12 Inches
- ☑ Water Marks
- ☐ Drift Lines
- ☐ Sediment Deposits
- ☐ Drainage Patterns in Wetlands

Secondary Indicators (2 or more required):

- ☐ Oxidized Root Channels in Upper 12 Inches
- ☐ Water-Stained Leaves
- ☐ Local Soil Survey Data
- ☐ FAC-Neutral Test
- ☐ Other (Explain in Remarks)

Remarks: The hydrologic criteria has been met.

SOILS

2W-2

MAP UNIT NAME (Series and Phase): Mapped as Water	DRAINAGE CLASS: N/A
TAXONOMY (SUBGROUP): N/A	FIELD OSERVATIONS: Confirm Mapped Type? ☐ Yes ☑ No

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast	Texture, Concretions, Structure, etc.
0-12"	A	10YR 2/1			Muck

HYDRIC SOIL INDICATORS:

- ☐ Histosol
- ☐ Concretions
- ☐ Histic Epipedon
- ☐ High Organic Content in Surface Layer in Sandy Soils
- ☑ Reducing Conditions
- ☑ Aquic Moisture Regime
- ☑ Sulfidic Odor
- ☐ Organic Streaking in Sandy Soils
- ☐ Listing on National Hydric Soils List
- ☐ Listed on State or Local Hydric Soils List
- ☐ Gleyed or Low Chroma
- ☑ Color
- ☐ Other (Explain in Remarks)

Remarks: The hydric soil criteria has been met.

WETLAND DETERMINATION

Hydrophytic Vegetation Present?	☑ Yes	☐ No	Is this Sampling Point Within a Wetland? ☑ Yes ☐ No
Wetland Hydrology Present?	☑ Yes	☐ No	
Hydric Soil Present?	☑ Yes	☐ No	

Remarks: Data point is wetland.

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 CE Wetlands Delineation Manual)

3U-1

Project/Site:	Raccoon Key	Date:	11/4/2008
Applicant/Owner:	Margaret's Key, LLC	County:	Camden
Investigator:	Sligh Environmental Consultants, Inc.	State:	Georgia
Do normal circumstances exist on the site?	☑ Yes ☐ No	Community ID:	Upland hill within Wetland E
Is the site significantly disturbed (atypical situation)?	☐ Yes ☑ No	Transect ID:	
Is the area a potential problem area (If needed, explain)? ☐ Yes ☑ No		Data Point #:	9
		Latitude:	31° 00' 31.57" N
		Longitude:	81° 27' 52.84" W

VEGETATION

DOMINANT PLANT SPECIES	STRATUM	INDICATOR	DOMINANT PLANT SPECIES	STRATUM	INDICATOR
1. Eastern False-Willow *Baccharis halimifolia*	shrub	FAC	7. Common Pokeweed *Phytolacca americana*	herb	FACU+
2. Southern Dewberry *Rubus trivialis*	herb	FAC	8. Wax Myrtle *Myrica cerifera*	shrub	FAC+
3. Greenbrier *Smilax spp.*	vine	FAC	9. *#N/A*	#N/A	#N/A
4. Yellow Thistle *Cirsium smallii*	herb	FACU	10. *#N/A*	#N/A	#N/A
5. Blackberry *Rubus spp.*	herb	FAC	11. *#N/A*	#N/A	#N/A
6. Cabbage Palm *Sabal palmetto*	tree	FAC	12. *#N/A*	#N/A	#N/A

Percent of dominant species that are OBL, FACW, or FAC (Excluding FAC-): 75.00%

Remarks

HYDROLOGY

☐ RECORDED DATA (DESCRIBE IN REMARKS):

- ☐ Stream, Lake, or Tide Gage
- ☐ Aerial Photographs
- ☐ Other

☐ NO RECORDED DATA AVAILABLE

FIELD OBSERVATIONS

Depth of Surface Water: NA

Depth to Free Water in Pit: NA

Depth to Saturated Soil: > 12"

WETLAND HYDROLOGY INDICATORS

Primary Indicators:

- ☐ Inundated
- ☐ Saturated in Upper 12 Inches
- ☐ Water Marks
- ☐ Drift Lines
- ☐ Sediment Deposits
- ☐ Drainage Patterns in Wetlands

Secondary Indicators (2 or more required):

- ☐ Oxidized Root Channels in Upper 12 Inches
- ☐ Water-Stained Leaves
- ☐ Local Soil Survey Data
- ☐ FAC-Neutral Test
- ☐ Other (Explain in Remarks)

Remarks: The hydrologic criteria has not been met.

SOILS

3U-2

MAP UNIT NAME (Series and Phase): Mapped as Bohicket-Capers association	DRAINAGE CLASS: very poorly drained
TAXONOMY (SUBGROUP): thermic Typic Sulfaquents	FIELD OSERVATIONS: Confirm Mapped Type? ☐ Yes ☑ No

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast	Texture, Concretions, Structure, etc.
0-6"	A	10YR 4/2			Sand
6-12"	A	10YR 5/2			Sand

HYDRIC SOIL INDICATORS:

- ☐ Histosol
- ☐ Concretions
- ☐ Histic Epipedon
- ☐ High Organic Content in Surface Layer in Sandy Soils
- ☐ Reducing Conditions
- ☐ Aquic Moisture Regime
- ☐ Sulfidic Odor
- ☐ Organic Streaking in Sandy Soils
- ☐ Listing on National Hydric Soils List
- ☐ Listed on State or Local Hydric Soils List
- ☐ Gleyed or Low Chroma
- ☐ Color
- ☐ Other (Explain in Remarks)

Remarks: The hydric soil criteria has not been met.

WETLAND DETERMINATION

Hydrophytic Vegetation Present?	☑ Yes	☐ No	Is this Sampling Point Within a Wetland? ☐ Yes ☑ No
Wetland Hydrology Present?	☐ Yes	☑ No	
Hydric Soil Present?	☐ Yes	☑ No	

Remarks: Data point is not wetland.

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 CE Wetlands Delineation Manual)

3W-1

Project/Site:	Raccoon Key	Date:	11/4/2008
Applicant/Owner:	Margaret's Key, LLC	County:	Camden
Investigator:	Sligh Environmental Consultants, Inc.	State:	Georgia
Do normal circumstances exist on the site?	☑ Yes ☐ No	Community ID:	Wetland E
Is the site significantly disturbed (atypical situation)?	☐ Yes ☑ No	Transect ID:	
Is the area a potential problem area (If needed, explain)? ☐ Yes ☑ No		Data Point #:	10
		Latitude:	31° 00' 31.57" N
		Longitude:	81° 27' 52.84" W

VEGETATION

DOMINANT PLANT SPECIES	STRATUM	INDICATOR	DOMINANT PLANT SPECIES	STRATUM	INDICATOR
1. Cattail *Typha spp.*	herb	OBL	7. *#N/A*	#N/A	#N/A
2. Duckweed *Lemna spp.*	herb	OBL	8. *#N/A*	#N/A	#N/A
3. Smartweed *Polygonum spp.*	herb	OBL	9. *#N/A*	#N/A	#N/A
4. Lizard's Tail *Saururus cernuus*	herb	OBL	10. *#N/A*	#N/A	#N/A
5. Soft Rush *Juncus effusus*	herb	OBL	11. *#N/A*	#N/A	#N/A
6. *#N/A*	#N/A	#N/A	12. *#N/A*	#N/A	#N/A

Percent of dominant species that are OBL, FACW, or FAC (Excluding FAC-): 100.00%

Remarks The hydrophytic vegetation criteria has been met.

HYDROLOGY

☐ RECORDED DATA (DESCRIBE IN REMARKS):

- ☐ Stream, Lake, or Tide Gage
- ☐ Aerial Photographs
- ☐ Other

☑ NO RECORDED DATA AVAILABLE

FIELD OBSERVATIONS

Depth of Surface Water: > 1'

Depth to Free Water in Pit: N/A

Depth to Saturated Soil: N/A

WETLAND HYDROLOGY INDICATORS

Primary Indicators:

- ☑ Inundated
- ☑ Saturated in Upper 12 Inches
- ☑ Water Marks
- ☐ Drift Lines
- ☐ Sediment Deposits
- ☐ Drainage Patterns in Wetlands

Secondary Indicators (2 or more required):

- ☐ Oxidized Root Channels in Upper 12 Inches
- ☐ Water-Stained Leaves
- ☐ Local Soil Survey Data
- ☐ FAC-Neutral Test
- ☐ Other (Explain in Remarks)

Remarks: The hydrologic criteria has been met.

SOILS

3W-2

MAP UNIT NAME (Series and Phase): Mapped as Bohicket-Capers assoication	DRAINAGE CLASS: very poorly drained
TAXONOMY (SUBGROUP): thermic Typic Sulfaquents	FIELD OSERVATIONS: Confirm Mapped Type? ☐ Yes ☑ No

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast	Texture, Concretions, Structure, etc.
0-12"	A	10YR 2/1			Muck

HYDRIC SOIL INDICATORS:

- ☐ Histosol
- ☐ Concretions
- ☐ Histic Epipedon
- ☐ High Organic Content in Surface Layer in Sandy Soils
- ☑ Reducing Conditions
- ☑ Aquic Moisture Regime
- ☑ Sulfidic Odor
- ☐ Organic Streaking in Sandy Soils
- ☐ Listing on National Hydric Soils List
- ☐ Listed on State or Local Hydric Soils List
- ☐ Gleyed or Low Chroma
- ☑ Color
- ☐ Other (Explain in Remarks)

Remarks: The hydric soil criteria has been met.

WETLAND DETERMINATION

Hydrophytic Vegetation Present?	☑ Yes	☐ No	Is this Sampling Point Within a Wetland? ☑ Yes ☐ No
Wetland Hydrology Present?	☑ Yes	☐ No	
Hydric Soil Present?	☑ Yes	☐ No	

Remarks: Data point is wetland.

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 CE Wetlands Delineation Manual)

4U-1

Project/Site:	Raccoon Key	Date:	10/6/2008
Applicant/Owner:	Margaret's Key, LLC	County:	Camden
Investigator:	Sligh Environmental Consultants, Inc.	State:	Georgia
Do normal circumstances exist on the site?	☑ Yes ☐ No	Community ID:	Uphill from Wetland G
Is the site significantly disturbed (atypical situation)?	☐ Yes ☑ No	Transect ID:	
Is the area a potential problem area (If needed, explain)? ☐ Yes ☑ No		Data Point #:	11
		Latitude:	31° 00' 18.41" N
		Longitude:	81° 27' 42.83" W

VEGETATION

DOMINANT PLANT SPECIES	STRATUM	INDICATOR	DOMINANT PLANT SPECIES	STRATUM	INDICATOR
1. Annual Ragweed *Ambrosia artemisiifolia*	herb	FACU	7. #N/A	#N/A	#N/A
2. Bermuda Grass *Cynodon dactylon*	herb	FACU	8. #N/A	#N/A	#N/A
3. Common Pokeweed *Phytolacca americana*	herb	FACU+	9. #N/A	#N/A	#N/A
4. Bahia Grass *Paspalum notatum*	herb	FACU	10. #N/A	#N/A	#N/A
5. Yellow Thistle *Cirsium smallii*	herb	FACU	11. #N/A	#N/A	#N/A
6. Blackberry *Rubus spp.*	vine	FAC	12. #N/A	#N/A	#N/A

Percent of dominant species that are OBL, FACW, or FAC (Excluding FAC-): 16.67%

Remarks The hydrophytic vegetation criterion has not been met.

HYDROLOGY

☐ RECORDED DATA (DESCRIBE IN REMARKS):

- ☐ Stream, Lake, or Tide Gage
- ☐ Aerial Photographs
- ☐ Other

☐ NO RECORDED DATA AVAILABLE

FIELD OBSERVATIONS

Depth of Surface Water: NA

Depth to Free Water in Pit: NA

Depth to Saturated Soil: >12"

WETLAND HYDROLOGY INDICATORS

Primary Indicators:

- ☐ Inundated
- ☐ Saturated in Upper 12 Inches
- ☐ Water Marks
- ☐ Drift Lines
- ☐ Sediment Deposits
- ☐ Drainage Patterns in Wetlands

Secondary Indicators (2 or more required):

- ☐ Oxidized Root Channels in Upper 12 Inches
- ☐ Water-Stained Leaves
- ☐ Local Soil Survey Data
- ☐ FAC-Neutral Test
- ☐ Other (Explain in Remarks)

Remarks: The hydrologic criteria has not been met.

SOILS

4U-2

MAP UNIT NAME (Series and Phase): Mapped as Bohicket-Capers association	DRAINAGE CLASS: very poorly drained
TAXONOMY (SUBGROUP): thermic Typic Sulfaquents	FIELD OSERVATIONS: Confirm Mapped Type? ☐ Yes ☑ No

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast	Texture, Concretions, Structure, etc.
0-6"	A	10YR 5/3			Sand
6-12"	A	10YR 6/3			Sand

HYDRIC SOIL INDICATORS:

- ☐ Histosol
- ☐ Concretions
- ☐ Histic Epipedon
- ☐ High Organic Content in Surface Layer in Sandy Soils
- ☐ Reducing Conditions
- ☐ Aquic Moisture Regime
- ☐ Sulfidic Odor
- ☐ Organic Streaking in Sandy Soils
- ☐ Listing on National Hydric Soils List
- ☐ Listed on State or Local Hydric Soils List
- ☐ Gleyed or Low Chroma
- ☐ Color
- ☐ Other (Explain in Remarks)

Remarks: The hydric soil criteria has not been met.

WETLAND DETERMINATION

Hydrophytic Vegetation Present?	☐ Yes	☑ No	Is this Sampling Point Within a Wetland? ☐ Yes ☑ No
Wetland Hydrology Present?	☐ Yes	☑ No	
Hydric Soil Present?	☐ Yes	☑ No	

Remarks: Data point is not wetland.

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 CE Wetlands Delineation Manual)

4W-1

Project/Site:	Raccoon Key	Date:	10/6/2008
Applicant/Owner:	Margaret's Key, LLC	County:	Camden
Investigator:	Sligh Environmental Consultants, Inc.	State:	Georgia
Do normal circumstances exist on the site?	☑ Yes ☐ No	Community ID:	Wetland G
Is the site significantly disturbed (atypical situation)?	☐ Yes ☑ No	Transect ID:	
Is the area a potential problem area (If needed, explain)? ☐ Yes ☑ No		Data Point #:	12
		Latitude:	31° 00' 18.41" N
		Longitude:	81° 27' 42.83" W

VEGETATION

DOMINANT PLANT SPECIES	STRATUM	INDICATOR	DOMINANT PLANT SPECIES	STRATUM	INDICATOR
1. Black Needle Rush *Juncus roemeranus*	herb	OBL	7. *#N/A*	#N/A	#N/A
2. Smooth Cordgrass *Spartina alterniflora*	herb	OBL	8. *#N/A*	#N/A	#N/A
3. Saltmeadow Cordgrass *Spartina patens*	herb	FACW	9. *#N/A*	#N/A	#N/A
4. Saltgrass *Distichylis spicata*	herb	FACW+	10. *#N/A*	#N/A	#N/A
5. Sea Oxeye *Borrichia spp.*	herb	OBL	11. *#N/A*	#N/A	#N/A
6. *#N/A*	#N/A	#N/A	12. *#N/A*	#N/A	#N/A

Percent of dominant species that are OBL, FACW, or FAC (Excluding FAC-): 100.00%

Remarks The hydrophytic vegetation criteria has been met.

HYDROLOGY

☐ RECORDED DATA (DESCRIBE IN REMARKS):

- ☐ Stream, Lake, or Tide Gage
- ☐ Aerial Photographs
- ☐ Other

☑ NO RECORDED DATA AVAILABLE

FIELD OBSERVATIONS

Depth of Surface Water: 6"

Depth to Free Water in Pit: N/A

Depth to Saturated Soil: < 1"

WETLAND HYDROLOGY INDICATORS

Primary Indicators:

- ☑ Inundated
- ☑ Saturated in Upper 12 Inches
- ☑ Water Marks
- ☐ Drift Lines
- ☐ Sediment Deposits
- ☑ Drainage Patterns in Wetlands

Secondary Indicators (2 or more required):

- ☐ Oxidized Root Channels in Upper 12 Inches
- ☐ Water-Stained Leaves
- ☐ Local Soil Survey Data
- ☐ FAC-Neutral Test
- ☐ Other (Explain in Remarks)

Remarks: The hydrologic criteria has been met.

SOILS

4W-2

MAP UNIT NAME (Series and Phase): Mapped as Bohicket-Capers association	DRAINAGE CLASS: very poorly drained
TAXONOMY (SUBGROUP): thermic Typic Sulfaquents	FIELD OSERVATIONS: Confirm Mapped Type? ☐ Yes ☑ No

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast	Texture, Concretions, Structure, etc.
0-12"	A	10YR 2/1			Muck

HYDRIC SOIL INDICATORS:

- ☐ Histosol
- ☑ Concretions
- ☐ Histic Epipedon
- ☐ High Organic Content in Surface Layer in Sandy Soils
- ☑ Reducing Conditions
- ☑ Aquic Moisture Regime
- ☑ Sulfidic Odor
- ☐ Organic Streaking in Sandy Soils
- ☐ Listing on National Hydric Soils List
- ☐ Listed on State or Local Hydric Soils List
- ☐ Gleyed or Low Chroma
- ☐ Color
- ☐ Other (Explain in Remarks)

Remarks: The hydric soil criteria has been met.

WETLAND DETERMINATION

Hydrophytic Vegetation Present?	☑ Yes	☐ No	Is this Sampling Point Within a Wetland? ☑ Yes ☐ No
Wetland Hydrology Present?	☑ Yes	☐ No	
Hydric Soil Present?	☑ Yes	☐ No	

Remarks: Data point is wetland.

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 CE Wetlands Delineation Manual)

5U-1

Project/Site:	Raccoon Key	Date:	10/6/2008
Applicant/Owner:	Margaret's Key, LLC	County:	Camden
Investigator:	Sligh Environmental Consultants, Inc.	State:	Georgia
Do normal circumstances exist on the site?	☑ Yes ☐ No	Community ID:	Uphill from Wetland H
Is the site significantly disturbed (atypical situation)?	☐ Yes ☑ No	Transect ID:	
Is the area a potential problem area (If needed, explain)? ☐ Yes ☑ No		Data Point #:	13
		Latitude:	31° 00' 03.77" N
		Longitude:	81° 27' 52.77" W

VEGETATION

DOMINANT PLANT SPECIES	STRATUM	INDICATOR	DOMINANT PLANT SPECIES	STRATUM	INDICATOR
1. Loblolly Pine *Pinus taeda*	tree	FAC	7. *#N/A*	#N/A	#N/A
2. Eastern False-Willow *Baccharis halimifolia*	shrub	FAC	8. *#N/A*	#N/A	#N/A
3. Hackberry *Celtis occidentalis*	tree	FACU	9. *#N/A*	#N/A	#N/A
4. Bermuda Grass *Cynodon dactylon*	herb	FACU	10. *#N/A*	#N/A	#N/A
5. Bahia Grass *Paspalum notatum*	herb	FACU	11. *#N/A*	#N/A	#N/A
6. *#N/A*	#N/A	#N/A	12. *#N/A*	#N/A	#N/A

Percent of dominant species that are OBL, FACW, or FAC (Excluding FAC-): 40.00%

Remarks The hydrophytic vegetation criterion has not been met.

HYDROLOGY

☐ RECORDED DATA (DESCRIBE IN REMARKS):

- ☐ Stream, Lake, or Tide Gage
- ☐ Aerial Photographs
- ☐ Other

☐ NO RECORDED DATA AVAILABLE

FIELD OBSERVATIONS

Depth of Surface Water: NA

Depth to Free Water in Pit: NA

Depth to Saturated Soil: > 12"

WETLAND HYDROLOGY INDICATORS

Primary Indicators:

- ☐ Inundated
- ☐ Saturated in Upper 12 Inches
- ☐ Water Marks
- ☐ Drift Lines
- ☐ Sediment Deposits
- ☐ Drainage Patterns in Wetlands

Secondary Indicators (2 or more required):

- ☐ Oxidized Root Channels in Upper 12 Inches
- ☐ Water-Stained Leaves
- ☐ Local Soil Survey Data
- ☐ FAC-Neutral Test
- ☐ Other (Explain in Remarks)

Remarks: The hydrologic criteria has not been met.

SOILS

5U-2

MAP UNIT NAME (Series and Phase): Mapped as Bohicket-Capers association	DRAINAGE CLASS: very poorly drained
TAXONOMY (SUBGROUP): thermic Typic Sulfaquents	FIELD OSERVATIONS: Confirm Mapped Type? ☐ Yes ☑ No

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast	Texture, Concretions, Structure, etc.
0-4"	A	10YR 5/1			Sand
4-12"	A	10YR 6/3			Sand

HYDRIC SOIL INDICATORS:

- ☐ Histosol
- ☐ Concretions
- ☐ Histic Epipedon
- ☐ High Organic Content in Surface Layer in Sandy Soils
- ☐ Reducing Conditions
- ☐ Aquic Moisture Regime
- ☐ Sulfidic Odor
- ☐ Organic Streaking in Sandy Soils
- ☐ Listing on National Hydric Soils List
- ☐ Listed on State or Local Hydric Soils List
- ☐ Gleyed or Low Chroma
- ☐ Color
- ☐ Other (Explain in Remarks)

Remarks: The hydric soil criteria has not been met.

WETLAND DETERMINATION

Hydrophytic Vegetation Present?	☐ Yes	☑ No	Is this Sampling Point Within a Wetland? ☐ Yes ☑ No
Wetland Hydrology Present?	☐ Yes	☑ No	
Hydric Soil Present?	☐ Yes	☑ No	

Remarks: Data point is not wetland.

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 CE Wetlands Delineation Manual)

5W-1

Project/Site:	Raccoon Key	Date:	10/6/2008
Applicant/Owner:	Margaret's Key, LLC	County:	Camden
Investigator:	Sligh Environmental Consultants, Inc.	State:	Georgia
Do normal circumstances exist on the site?	☑ Yes ☐ No	Community ID:	Wetland H
Is the site significantly disturbed (atypical situation)?	☐ Yes ☑ No	Transect ID:	
Is the area a potential problem area (If needed, explain)? ☐ Yes ☑ No		Data Point #:	14
		Latitude:	31° 00' 03.77" N
		Longitude:	81° 27' 52.77" W

VEGETATION

DOMINANT PLANT SPECIES	STRATUM	INDICATOR	DOMINANT PLANT SPECIES	STRATUM	INDICATOR
1. Sea Oxeye *Borrichia spp.*	herb	OBL	7. *#N/A*	#N/A	#N/A
2. Black Needlerush *Juncus roemeranus*	herb	OBL	8. *#N/A*	#N/A	#N/A
3. Saltgrass *Distichylis spicata*	herb	FACW+	9. *#N/A*	#N/A	#N/A
4. Saltmeadow Cordgrass *Spartina patens*	herb	FACW	10. *#N/A*	#N/A	#N/A
5. *#N/A*	#N/A	#N/A	11. *#N/A*	#N/A	#N/A
6. *#N/A*	#N/A	#N/A	12. *#N/A*	#N/A	#N/A

Percent of dominant species that are OBL, FACW, or FAC (Excluding FAC-): 100.00%

Remarks The hydrophytic vegetation criteria has been met.

HYDROLOGY

☐ RECORDED DATA (DESCRIBE IN REMARKS):

- ☐ Stream, Lake, or Tide Gage
- ☐ Aerial Photographs
- ☐ Other

☑ NO RECORDED DATA AVAILABLE

FIELD OBSERVATIONS

Depth of Surface Water: 6"

Depth to Free Water in Pit: N/A

Depth to Saturated Soil: <1"

WETLAND HYDROLOGY INDICATORS

Primary Indicators:

- ☑ Inundated
- ☑ Saturated in Upper 12 Inches
- ☑ Water Marks
- ☐ Drift Lines
- ☐ Sediment Deposits
- ☑ Drainage Patterns in Wetlands

Secondary Indicators (2 or more required):

- ☐ Oxidized Root Channels in Upper 12 Inches
- ☐ Water-Stained Leaves
- ☐ Local Soil Survey Data
- ☐ FAC-Neutral Test
- ☐ Other (Explain in Remarks)

Remarks: The hydrologic criteria has been met.

SOILS

5W-2

MAP UNIT NAME (Series and Phase): Mapped as Bohicket-Capers association	DRAINAGE CLASS: very poorly drained
TAXONOMY (SUBGROUP): thermic Typic Sulfaquents	FIELD OSERVATIONS: Confirm Mapped Type? ☐ Yes ☑ No

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast	Texture, Concretions, Structure, etc.
0-6"	A	10YR4/1			Sand
6-12"	A	10YR 5/1			Sand

HYDRIC SOIL INDICATORS:

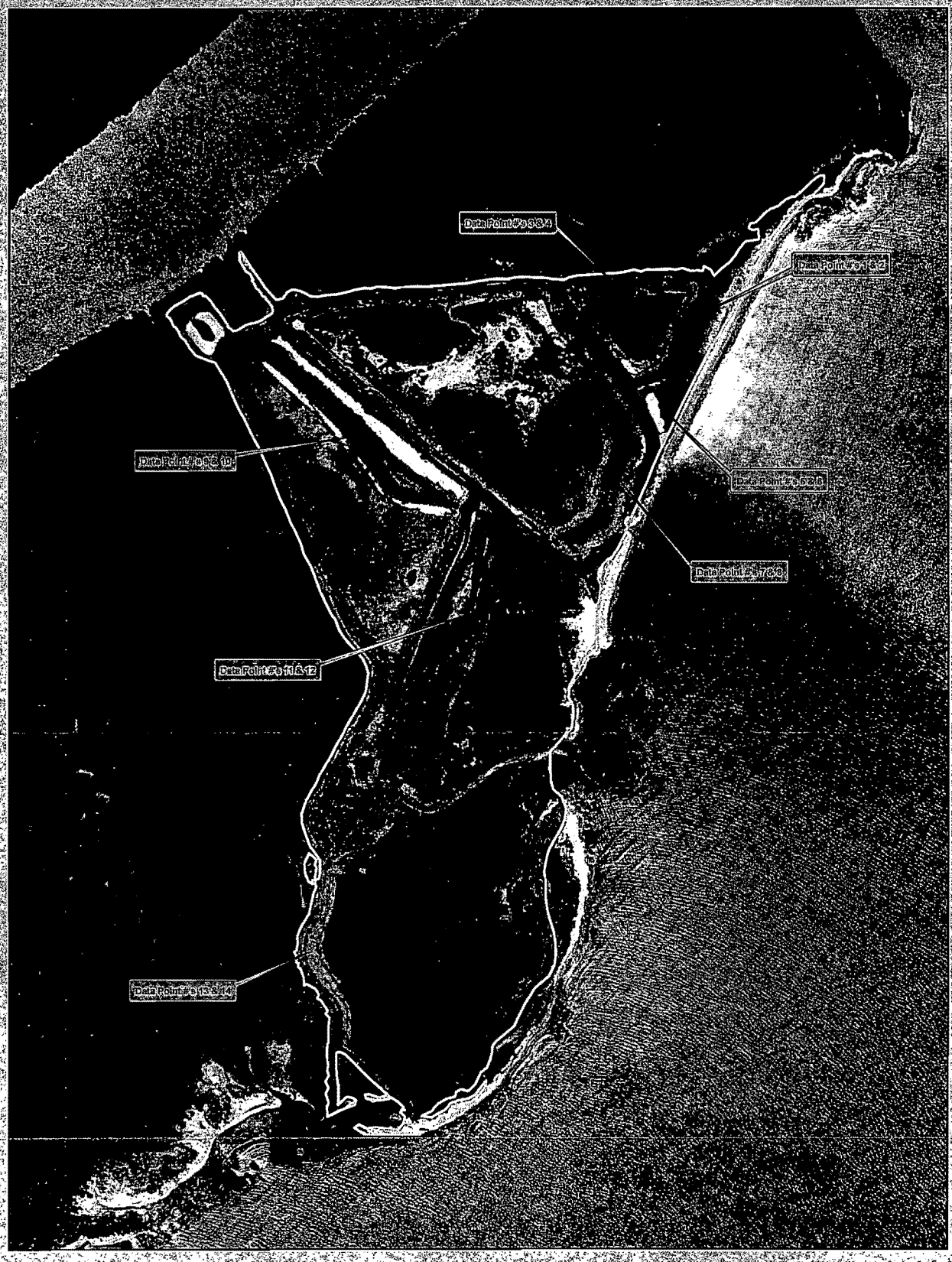
- ☐ Histosol
- ☐ Concretions
- ☐ Histic Epipedon
- ☑ High Organic Content in Surface Layer in Sandy Soils
- ☑ Reducing Conditions
- ☑ Aquic Moisture Regime
- ☐ Sulfidic Odor
- ☑ Organic Streaking in Sandy Soils
- ☐ Listing on National Hydric Soils List
- ☐ Listed on State or Local Hydric Soils List
- ☑ Gleyed or Low Chroma
- ☐ Color
- ☐ Other (Explain in Remarks)

Remarks: The hydric soil criteria has been met.

WETLAND DETERMINATION

Hydrophytic Vegetation Present?	☑ Yes	☐ No	Is this Sampling Point Within a Wetland? ☑ Yes ☐ No
Wetland Hydrology Present?	☑ Yes	☐ No	
Hydric Soil Present?	☑ Yes	☐ No	

Remarks: Data point is wetland.



Approximate Project Limits

Prepared By:
sligh environmental consultants, inc.
31 Parkhill Commerce Way, Suite 200B
Savannah, Georgia 31405
phone (912) 232-0451
fax (912) 232-0463
www.sligh-e.com

159 Acre Raccoon Key Suject Area
Data Point Location Map
Camden County, Georgia

Prepared For: Margaret's Key, LLC

0 100 200 400 600 Feet

2007 Irun Color Aerial Photography

Exhibit Date: December 4, 2008

Drawn By: JBB

Reviewed By: SES

Job Number: 01-08-084

CD

"Described in Exhibit B"

LOT/LAND PURCHASE AND SALE AGREEMENT

Offer Date: FEB, 07, 2005

2005 Printing

1. **Purchase and Sale.** The undersigned buyer ("Buyer") agrees to buy and the undersigned seller ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land lying and being in Land Lot 163 of the 43 District, 43 Section of CAMDEN County, Georgia, and being known as Address RACOON KEY (described in Exhibit A), City Waite Oak, Georgia Zip Code 31560, according to the present system of numbering in and around this area, being more particularly described as Lot ____, Block 0, Unit ____, Phase/Section ____ of Dock BK/PG 89-8 Subdivision, as recorded in Plat Book ____, Page ____, CAMDEN County, Georgia records together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as "Property." The full legal description of Property is the same as is recorded with the Clerk of the Superior Court of the county in which Property is located and is made a part of this Agreement by reference.

CD

2. **Purchase Price.** Buyer warrants that Buyer will have sufficient cash at closing, which when combined with the loan(s), if any, referenced herein, will allow Buyer to complete the purchase of Property. Buyer does not need to sell or lease other real property in order to complete the purchase of Property. The purchase price of Property to be paid by Buyer at closing is:
[Select A or B below. The section not marked is not a part of this Agreement]:

☒ A. Three million two hundred thousand U.S. Dollars, $ 3,200,000.00

OR

☐ B. $_____ per acre. The total purchase price shall be determined by multiplying the total number of acres, to the nearest one one-hundredth of an acre determined by survey. Buyer shall have a survey made of Property by a registered Georgia surveyor; if said survey is not mutually acceptable, the parties agree to resolve that issue in accordance with the provisions of the "Survey Resolution Exhibit" attached and made a part hereof by reference thereto.

3. **Method of Payment.** The purchase price of Property shall be paid by the buyer at closing subject to the following:
[Select sections A, B, C, and/or D below. The sections not marked are not a part of this Agreement]:

☒ A. **All Cash At Closing:** Buyer shall pay the purchase price to Seller in cash, or its equivalent. Buyer's obligation to close shall not be subject to any financial contingency. Buyer shall pay all closing costs.

☐ B. **Loan To Be Assumed**, see Exhibit "_____."

☐ C. **New Loan To Be Obtained:**

1. **Type of Loan:** This Agreement is conditioned upon Buyer's ability to obtain a loan to be repaid in consecutive monthly payments with the terms described below (hereinafter "Primary Loan") secured by a first priority security deed on Property:
   a. Loan Amount _____ percent (%) of the purchase price of Property
   b. Term: _____ years
   c. Interest rate at par of _____ percent (%) per annum
   d. Loan Type: ☐ Conventional ☐ VA (see exhibit) ☐ Other (see exhibit)
   e. Rate Type: ☐ Fixed Rate Mortgage ☐ Adjustable Rate Mortgage ☐ Interest Only Mortgage

   "Ability to obtain" as used herein shall mean that Buyer, as of the closing date, is qualified to obtain the loan based upon the lender's customary and standard underwriting criteria. If the basis of the loan denial is either or both of the following, Buyer shall still be deemed to have the ability to obtain the Primary Loan: (1) Buyer lacks sufficient funds to close; or (2) Buyer is required to lease or sell other real property as a condition of obtaining the Primary Loan.
2. **Seller's Contributions at Closing:** Seller shall, at the time of closing, contribute a sum not to exceed $ Na to be used by Buyer to pay for:
   a. preparation of the warranty deed and owner's affidavit by the closing attorney;
   b. at Buyer's discretion any of the following (if allowed by the lender): closing costs, prepaid items, escrow establishment charges, loan discount points, survey costs, and insurance premiums (including flood insurance, if applicable) relating to Property and/or loan.

   Buyer shall pay all other costs, fees, and amounts for the above referenced items and to fulfill lender requirements to otherwise close this transaction.
3. **Closing Attorney:** This transaction shall be closed by the law firm of TBD by Buyer (CD) _____. If Buyer is given the right to select a law firm from a mortgage lender's approved list of closing attorneys, Buyer agrees to select said law firm. If the law firm named above is not on the mortgage lender's approved list, and cannot be added in time to close this transaction, Buyer may select another law firm from lender's approved list to close this transaction.

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C

4. **Loan Obligations:** Buyer shall: (a) make application for the Primary Loan within _____ days from the Binding Agreement Date; (b) immediately give notice to Seller of having applied for such loan (or any subsequent loan), the name and telephone number of the lender and the name and telephone number of the loan originator; and (c) pursue qualification for and approval of such loan diligently and in good faith. Buyer hereby authorizes Buyer's lender to release information to Seller and Seller's Broker verifying the amount and terms of any loan for which Buyer has applied. Should Buyer not timely apply for the Primary Loan, Seller may terminate this Agreement if Buyer does not cure the default within five days after receiving written notice thereof, by providing Seller with written evidence of having applied for such loan. Notwithstanding the above, Buyer may fulfill the obligation to apply for the Primary Loan by applying for any other available loan with terms for which Buyer may more easily qualify. Buyer shall be obligated to close this transaction if Buyer has the ability to obtain the Primary Loan or any other loan for which Buyer has applied and been approved. Prior to closing, Buyer shall not intentionally make any material changes in Buyer's financial condition which would adversely affect Buyer's ability to obtain the Primary Loan or any other loan referenced herein. In the event any application of Buyer for a loan on Property is denied, Buyer shall promptly provide Seller with a letter from the lender denying the loan detailing all the reasons for the denial.

☐ **D. Second Loan to be Obtained, see Exhibit "_____."**

4. Earnest Money.

A. **Receipt:** Buyer has paid to Commonwealth Realty ("Holder") earnest money of $ 20,000.00 check, OR $_____ cash, which has been received by Holder. The earnest money shall be deposited in Holder's escrow/trust account (with Holder retaining the interest if the account is interest bearing) within five banking days from the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not be required to return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored, for any reason, by the bank upon which it is drawn, Holder shall promptly give notice to Buyer and Seller. Buyer shall have three banking days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Agreement upon written notice to Buyer.

B. **Entitlement to Earnest Money:** Subject to the Disbursement of Earnest Money paragraph below:

1. Buyer shall be entitled to the earnest money upon: a) failure of the parties to enter into a binding agreement; b) failure of any contingency or condition to which this Agreement is subject; c) termination of this Agreement due to the default of Seller; d) the termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement; or e) upon the closing of Property.
2. Seller shall be entitled to the earnest money if this Agreement is terminated due to the default of Buyer. In such event, Holder may pay the earnest money to Seller by check, which if accepted and deposited by Seller, shall constitute liquidated damages in full settlement of all claims of Seller. It is agreed to by the parties that such liquidated damages are not a penalty and are a good faith estimate of Seller's actual damages, which damages are difficult to ascertain.

C. **Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: a) the closing of Property; b) a subsequent written agreement of Buyer and Seller; c) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or d) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties 15 days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the 15 day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new 15 day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made.

D. **Interpleader:** If there is a dispute over the earnest money which the parties cannot resolve after a reasonable period of time, and where Holder has a bona fide question as to who is entitled to the earnest money, Broker may interplead the earnest money into a court of competent jurisdiction. Holder shall be reimbursed for and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees and court costs and the amount deducted by Holder from the non-prevailing defendant.

E. **Hold Harmless:** All parties hereby agree to indemnify and hold Holder harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Holder of its duties hereunder. All parties further covenant and agree not to sue Holder for damages relating to any decision of Holder to disburse earnest money made in accordance with the requirements of this Agreement.

5. Closing and Possession.

A. **Property Condition:** Seller warrants that at the time of closing or upon the granting of possession if at a time other than at closing, Property will be in substantially the same condition (including conditions disclosed in the Lot/Land Seller's Property Disclosure Statement) as on the Binding Agreement Date, except for normal wear and tear, and changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. Seller shall deliver Property clean and free of debris at time of possession. If Property is destroyed or substantially damaged prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer may terminate this Agreement not later than fourteen days from receipt of the above notice. If Buyer does not terminate this Agreement Seller shall cause Property to be restored to substantially the same condition as on the Binding Agreement Date. The date of closing shall be extended until the earlier of:

1. one year from the original date of closing, or
2. seven days from the date that Property has been restored to substantially the same condition as on the Binding Agreement Date and a new certificate of occupancy (if required) is issued.

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B. **Taxes:** Real estate taxes on said Property for the calendar year in which the sale is closed shall be prorated as of the date of closing. Seller shall pay State of Georgia property transfer tax.

C. **Timing of Closing:** This transaction shall be closed on the [redacted] 90 days from Binding Date or on such other date as may be agreed to in writing by the parties. In the event the loan described herein is unable to be closed on or before said date or Seller fails to satisfy valid title objections, then Buyer or Seller may, by unilateral notice to the other party (which notice must be received on or before the closing date) extend the closing date and the date for surrender of occupancy up to 7 days.

D. **Possession:** Buyer agrees to allow Seller to retain possession of Property through: *[Select section 1, 2, or 3 below. The sections not marked are not a part of this Agreement.]*

☒ 1. the closing; or ☐ 2. _____ hours after the closing; or ☐ 3. _____ days after the closing at _____ o'clock ____.m.

E. **Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof, (and at Buyer's expense, if there is any cost associated with said transfer) Seller's interest in any existing manufacturer's warranties, service contracts, termite bond or treatment guarantee and/or other similar warranties which, by them terms, may be transferable to Buyer.

F. **Prorations:** Buyer and Seller agree to prorate all utility bills between themselves, as of the date of closing (or the day of possession of Property by Buyer, whichever is the later) which are issued after closing and include service for any period of time Property was owned/occupied by Seller or any other person prior to Buyer.

G. **Closing Certifications:** Buyer and Seller shall execute and deliver such certifications, affidavits, and statements as are required at closing to meet the requirements of the lender and of federal and state law.

6. **Seller's Property Disclosure.** The Lot/Land Disclosure Statement is attached hereto and incorporated herein. Seller warrants that to the best of Seller's knowledge and belief the information contained therein is accurate and complete as of the Binding Agreement Date.

7. **Title.**

A. **Warranty:** Seller warrants that, at the time of closing, Seller will convey good and marketable title to said Property by general warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record on the Binding Agreement Date upon which the improvements do not encroach; (3) subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.

B. **Examination:** Buyer may, prior to closing, examine title and furnish Seller with a written statement of objections affecting the marketability of said title. If Seller fails to satisfy valid title objections prior to closing or any extension thereof, then Buyer may terminate the Agreement upon written notice to Seller, in which case Buyer's earnest money shall be returned. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.

C. **Survey:** Any survey of Property attached hereto by agreement of the parties prior to the Binding Agreement Date shall be a part of this Agreement. Buyer shall have the right to terminate this Agreement upon written notice to Seller if a new survey performed by a surveyor licensed in Georgia is obtained which is materially different from any attached survey with respect to Property, in which case Buyer's earnest money shall be returned. The term "materially different" shall not apply to any improvements constructed by Seller in their agreed-upon locations subsequent to Binding Date Agreement. Matters revealed in said survey shall not relieve the warranty of title obligations of Seller referenced above.

8. **Inspection.** Buyer and/or Buyer's representatives shall have the right to enter Property at Buyer's expense and at reasonable times (including immediately prior to closing) to thoroughly inspect, examine, test, and survey Property. Seller shall cause all utility services, if any, to be operational so that Buyer may complete all inspections under this Agreement. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries, and damages arising out of or related to the exercise of these rights. *[Select section A or B below. The section not marked shall not be part of this Agreement.]*

☐ Buyer's Initials

A. **Inspection Procedure.** Buyer shall have the right and responsibility to review and inspect all aspects of Property in accordance with the attached "Lot/Land Special Stipulations Exhibit" which is made a part hereof.

OR

☒ C.P. Buyer's Initials

B. **Property Sold "As Is".** All parties agree that Property is being sold "as is", with all faults. Seller shall have no obligation for repairs or replacements noted in any inspection(s) made by or for Buyer, except as may be otherwise required herein. Such repairs or replacements shall be the sole responsibility of Buyer.

9. **Disclaimer.** Buyer and Seller acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Buyer and Seller agree that Brokers shall not be responsible to advise Buyer and Seller on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of Property; the condition of Property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of Property; any condition(s) existing off Property which may affect Property; the terms, conditions and availability of financing; and the uses and zoning of Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they should seek independent expert advice relative thereto. Buyer and Seller acknowledge that Brokers shall not be responsible to monitor or supervise any portion of any construction or repairs to Property and that such tasks clearly fall outside the scope of real estate brokerage services. Buyer further acknowledges that in every neighborhood there are conditions which different buyers may find objectionable. Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off site conditions which could affect Property.

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10. Agency and Brokerage.

A. **Agency Disclosure:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

1. **No Agency Relationship.** Buyer and Seller acknowledge that, if they are not represented by a Broker, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
2. **Listing Broker.** Broker working with Seller is identified on the signature page as the "Listing Broker"; and said Broker is ☒, OR, is NOT ☐ representing Seller;
3. **Selling Broker.** Broker working with Buyer is identified on the signature page as "Selling Broker"; and said Broker is ☐, OR, is NOT ☐ representing Buyer; and
4. **Dual Agency or Designated Agency.** If Buyer and Seller are both being represented by the same Broker, a relationship of either designated agency ☐, OR, dual agency ☐ shall exist.

   a. **Dual Agency Disclosure.** [*Applicable only if dual agency has been selected above*]
   Buyer and Seller are aware that Broker is acting as a dual agent in this transaction and consent to the same. Buyer and Seller have been advised that:
   (1) In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
   (2) Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law;
   (3) Buyer and Seller do not have to consent to dual agency and, the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understood their brokerage engagement agreements.
   (4) Notwithstanding any provision to the contrary contained herein, Buyer and Seller each hereby direct Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

   b. **Designated Agency Assignment.** [*Applicable only if the designated agency has been selected above*]
   Broker has assigned _____ to work exclusively with Buyer as Buyer's designated agent and _____ to work exclusively with Seller as Seller's designated agent. Each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

B. **Brokerage:** Broker(s) identified herein have performed valuable brokerage services and are to be paid a commission pursuant to a separate agreement or agreements. Unless otherwise provided for herein, the Listing Broker will be paid a commission by Seller, and the Selling Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement. The closing attorney is directed to pay the commission of the Broker(s) at closing out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission will pay any shortfall at closing. If more than one Broker is involved in the transaction, the closing attorney is directed to pay each Broker its respective portion of said commission. In the event the sale is not closed because of Buyer's and/or Seller's failure or refusal to perform any of their obligations herein, the non-performing party shall immediately pay the Broker(s) the full commission the Broker(s) would have received had the sale closed, and the Selling Broker and Listing Broker may jointly or independently pursue the non-performing party for their portion of the commission.

C. **Disclosure of Commission, Rebate, or Direct Profit:** Broker hereby discloses that Broker may receive a commission, rebate or direct profit for procuring a mortgage loan, insurance or other services on behalf of Buyer or Seller.

D. **Material Relationship Disclosure:** Broker and/or affiliated licensees have no material relationship with either Buyer or Seller except as follows: NONE

11. Other Provisions.

A. **Binding Effect, Entire Agreement, Modification, Assignment:** This Agreement constitutes the sole and entire agreement between the parties and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended, modified or waived except by the written agreement of Buyer and Seller. This Agreement may not be assigned by Buyer except with the written agreement of Seller. Any assignee shall fulfill all the terms and conditions of this Agreement.

B. **Survival of Agreement:** All conditions or stipulations in this Agreement which the parties agree shall be performed or fulfilled after the closing shall survive closing until such time as said conditions or stipulations are performed or fulfilled.

C. **Governing Law:** This Agreement may be signed in multiple counterparts and shall be interpreted in accordance with the laws of the State of Georgia.

D. **Time of Essence:** Time is of the essence of this Agreement.

E. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.

F. **Responsibility to Cooperate:** All parties agree to take all actions and do all things reasonably necessary to fulfill in good faith and in a timely manner the terms and conditions of this Agreement.

G. **Notices:**

1. **All Notices Must Be In Writing.** All notices, including, but not limited to, offers, counteroffers, acceptances, amendments, notices to terminate and demands, required or permitted hereunder shall be in writing, signed by the party giving the notice and delivered either: (a) in person; (b) by an overnight delivery service, prepaid; (c) by facsimile transmission (FAX); or (d) by the United States Postal Service, postage prepaid, registered or certified return receipt requested.

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2. **When Notice to Broker Is Notice to Client.** Except in transactions where Broker is practicing designated agency, notice to Broker shall for all purposes be deemed to be notice to the party being represented by Broker as a client. In transactions where Broker is practicing designated agency, notice to the designated agent shall be deemed to be notice to the party being represented by the designated agent. Notice to Broker shall not be deemed to be notice to any party who is only a customer of Broker.
3. **Faxed Notices.** All FAX notices to Listing Broker or Selling Broker shall be sent to their respective FAX numbers identified on the signature page of this Agreement. FAX notices to the designated agent for Buyer shall be sent to the FAX number of Selling Broker. FAX notices to the designated agent for Seller shall be sent to the FAX number of Listing Broker. All FAX notices to an unrepresented Buyer or unrepresented Seller shall be sent to the following facsimile numbers:
   Unrepresented Buyer: _____; Unrepresented Seller: _____.
   Notice sent by FAX shall be deemed to be given and received as of the date and time it is transmitted provided that the sending FAX produces a written conformation showing the correct date and the time of the transmission and the telephone number referenced herein to which the notice should have been sent. Any notice sent by FAX shall be sent to such other FAX number as the receiving party may from time to time specify by notice to the party sending the FAX. Any party sending notice by FAX shall send an original copy of the notice if so requested by the other party. A faxed signature of a party shall constitute an original signature binging upon that party.
4. **Miscellaneous.** Except as may be provided herein, notices shall be deemed to be given as of the date and time they are received. The notice requirements referenced herein shall be strictly construed.

H. Binding Agreement Date: The Binding Agreement Date shall be the date when the party making the last Offer receives notice that the Offer has been accepted. This party (or the Broker representing this party) shall fill in the Binding Agreement Date below and promptly give notice of this date to the other party.

12. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control:

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

1. Buyer has the right to extend the Closing no more than two times, with each such extension to be for a period of thirty days, and with each such extension to require Buyer's payment to Holder of an additional $20,000.00 in earnest money at the time of each such election. All earnest money payments shall be subject to the same terms and conditions as the original earnest money payment.
2. Buyer may assign contract to another entity or individual upon notice to Seller.
3. In the event that Buyer elects to perform a tax deferred exchange under Section 1031 of the Internal Revenue Service Code of 1986, as amended, Seller agrees to execute any required documents, in a form reasonably satisfactory to Seller, with any related costs of such 1031 exchange to be of no cost or liability to Seller.
4. Purchase shall include all Furnishings in the Lodge and all Equipment, as described in Exhibit C.

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☐ **Mark box if additional Special Stipulations are attached.**

Time Limit: The terms of this Agreement shall constitute an offer ("Offer") which shall be open for acceptance until 5 o'clock P.m. on the 10 day of FEBRUARY 20 05.

Acceptance: This Offer is hereby accepted, without change, at _____ o'clock _____.m. on the _____ day of _____, 20____.

Selling Broker

MLS Office Code _____ Brokerage Firm License Number _____

Broker's Phone# _____ & FAX# _____

By: _____
Broker or Brokers Affiliated Licensee

Print or Type Name

Selling Agent's Georgia Real Estate License Number

Multiple Listing Number _____

Buyer's Signature

Chip Drury
Print or Type Name

Buyer's Signature

Print or Type Name

Commonwealth Realty
Listing Broker

01101 H 15019
MLS Office Code Brokerage Firm License Number

Broker's Phone# 912-638-5526 & FAX# 912-634-1868

By: Jonathan Keene
Broker or Brokers Affiliated Licensee

JONATHAN KEENE
Print or Type Name

253386
Listing Agent's Georgia Real Estate License Number

Seller's Signature

Print or Type Name

Seller's Signature

Print or Type Name

Binding Agreement Date: The Binding Agreement Date shall be the date when the party making the last Offer receives notice that the Offer has been accepted. This party (or the Broker representing this party) shall fill in the Binding Agreement Date and promptly give notice of this date to the other party. The Binding Agreement Date in this transaction is the _____ day of _____, 20____.

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SELLER'S PROPERTY DISCLOSURE STATEMENT
EXHIBIT "B"

2002 Printing

For property located at Raccoon Key, Camden Co Georgia _____ ("Property")

NOTICE TO BUYER AND SELLER: This disclosure statement is designed to assist Seller in disclosing to a buyer all known material or adverse facts relating to the physical condition of Property that are not readily observable and to identify those fixtures/items that are included with the sale of Property. All questions are to be answered with respect to the above referenced Property.

IF THE ANSWERS TO ANY OF THE QUESTIONS LISTED BELOW ARE "YES," PLEASE EXPLAIN IN DETAIL IN THE "ADDITIONAL EXPLANATIONS" SECTION.

	Yes	No	Don't Know
1. OCCUPANCY:			
(a) Is Property vacant?	✓		
(b) If yes, how long has it been since Seller occupied Property? 70			
(c) Are there any leases, written or verbal, on Property or any part thereof?		✓	
2. SOIL, TREES, SHRUBS AND BOUNDARIES:			
(a) Is there any landfill (other than foundation backfill), burial pits, mine shafts, or wells (in use or abandoned) on Property?	✓		
(b) Are you aware of any sliding, settling (other than normal settling), earth movement, sinkholes, upheaval, or earth stability/expansive soil problems?	✓		
(c) Are you aware of any diseased or dead trees or shrubs?	✓		
(d) Are you aware of any encroachments, unrecorded easements, or boundary line disputes with respect to the Property?		✓	
3. ROOF, GUTTERS AND DOWNSPOUTS:			
(a) Approximate age of roof: 5 years.			
(b) Has the roof, or any part thereof, been repaired during your ownership?	✓		
(c) Are you aware of any roof leaks or problems with the roof, gutters or downspouts?		✓	
4. TERMITES, DRY-ROT, PESTS, AND WOOD-DESTROYING ORGANISMS:			
(a) Do you have any knowledge of any past or present damage to Property caused by infiltrating pests, termites, dry-rot, or other wood-destroying organisms?		✓	
(b) Is your Property currently under a transferable bond, warranty or other coverage for termites or other wood destroying organisms by a licensed pest control company? If yes, check type of coverage, ☐ re-treatment and repair or ☐ re-treatment only		✓	
(c) Are you aware of any termite/pest control reports or treatments for the Property being done in the last five years?		✓	
(d) Does any dwelling or garage on Property have any untreated wood or exterior siding/cladding, such as rigid board insulation, foam plastic, synthetic stucco, hard coat stucco, wood or masonry siding (excluding brick), below grade or within six inches of finished grade?		✓	
5. STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:			
(a) What year was the main residential dwelling constructed? 1950			
(b) Are you aware of any movement, shifting, settling (other than normal settling), cracking, deterioration, or other structural problems with any dwelling or garage on Property?	✓		
(c) Are you aware of any additional structural bracing, underpinning, or other structural reinforcement having been added to any dwelling or garage on Property?	✓		
(d) Are you aware of any problems with driveways, walkways, patios, or retaining walls on Property?		✓	
(e) Are you aware of any additions, structural changes, or any other major alterations to improvements to the Property?			✓
(f) Are you aware of any instances where necessary permits and/or approvals were not obtained?		✓	
(g) Are you aware of any work done to the Property that was not in compliance with building codes or zoning regulations?		✓	
(h) Do any of the exterior siding or cladding of any dwelling or garage on Property contain synthetic stucco?		✓	

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	Yes	No	Don't Know
6. DRAINAGE, FLOODING AND MOISTURE:			
(a) Are you aware of any water leakage, accumulation, or dampness within the basement, crawl space or other parts of the main dwelling at or below grade?		✓	
(b) Are you aware of any repairs being made to control any water or dampness problems in the basement, crawl space, or other parts of the main dwelling at or below grade?		✓	
(c) Are you aware if the Property or any improvements thereon is located in a flood zone?	✓	✓	
(d) Are you aware of any drainage problems or flooding?		✓	
(e) Are you aware of any problems with siding or exterior cladding retaining moisture, swelling, chipping or delaminating?		✓	
(f) Are you aware of any mold appearing on interior portions of any dwelling on the property other than on the walls, floors or ceilings of showers/bathtubs?		✓	
7. PLUMBING RELATED ITEMS:			
(a) What is your drinking water source: ☐ Public ☐ Private ☑ Well on Property			
(b) If your drinking water is from a well, has it been tested within the past twelve months?		✓	
(c) Do you have a water softener, filter or purifier? If yes, ☐ Leased ☐ Owned		✓	
(d) What is the type of sewage system: ☐ Public ☑ Private ☐ Septic Tank			
(e) Is the main dwelling served by sewage pump or lift system?		✓	
(f) Do you know if any septic tank or cesspool on the Property has ever been professionally serviced? If yes, please give the date of last service: _____		✓	
(g) Do you know of any past or present leaks, backups, or other similar problems relating to any of the plumbing, water and/or sewage-related items?		✓	
(h) Is there any polybutylene plumbing, other than primary service line, on the Property?			✓
8. OTHER SYSTEMS AND COMPONENTS:			
(a) What type of heating system(s) serve the main dwelling? Baseboard Elec.			
(b) Approximate age of heating system(s): 5 years			
(c) How is hot water heated in the main dwelling? ☐ Electric ☑ Gas ☐ Solar			
(d) Approximate age of hot water heater: 5 years			
(e) What type of air conditioning system(s) serve the main dwelling? Wall & Window Units			
(f) Approximate age of air conditioning system(s) 5 years			
(g) Does the main dwelling have aluminum wiring other than the primary service line?			✓
(h) Is there any system or appliance which is leased or which has a fee associated with its use?		✓	
(i) Are any fireplaces not working fireplaces or not in good working order and repair?		✓	
(j) When was the fireplace, wood stove or chimney/flue cleaned? Date: 2002			
9. TOXIC SUBSTANCES:			
(a) Are you aware of any underground tanks or toxic substances on Property (structure or soil) such as asbestos, polychlorinated biphenyls (PCBs), urea-formaldehyde, methane gas, radioactive material, radon, benzine or others?		✓	
(b) Are you aware if Property has ever been tested for radon or any other toxic substances?		✓	
10. COVENANTS, FEES AND ASSESSMENTS:			
(a) Is the Property part of a condominium or other community association or is it subject to covenants, conditions and restrictions (CC & R's)?		✓	
(b) Is there a mandatory membership Association Fee? If yes, amount $_____ per _____		✓	
(c) In purchasing the Property, will any initiation, transfer, or other similar fee be owed to the Association? If yes, amount $_____		✓	
(d) Are there any special assessments approved by but yet not owing or due to the Association?		✓	
11. OTHER MATTERS:			
(a) Have there been any inspections of Property in the past year?		✓	
(b) Has the Property or any improvements thereon ever been, or is it currently, the subject of litigation or claim including, but not limited to, defective building products, construction defects, termites, and/or title problems?		✓	
(c) Are you aware of any award or payment of money in lieu of repairs for such a defective building product?		✓	
(d) Are you aware if any release has been signed that would limit a future owner from making any claims in connection with Property?		✓	

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	Yes	No	Don't Know
(e) Are you aware of any fire, flood or wind damage which required repairs to Property in excess of $500.00?	✓		
(f) Are you aware if any fixtures or appliances included in the sale that are in need of repair?	✓		
(g) Are you aware of any repairs that need to be made to the electrical, plumbing, or heating and air condition system, or any part thereof?	✓		

12. **FIXTURES/ITEMS: (Check (✓) only those fixtures/items below that are included in the sale of Property. Unless otherwise indicated, if there is more than one item (such as a second refrigerator or two chandeliers or three smoke detectors), all such fixtures/items checked are included in the sale of Property. Those fixtures/items listed below that are not checked shall not be included in the sale of Property.**

- ☑ Air Conditioning Window Unit
- ☐ Air Purifier
- ☐ Alarm System (Burglar)
  - ☐ Leased ☐ Owned
- ☐ Alarm System (Smoke/Fire)
  - ☐ Leased ☐ Owned
- ☐ Attic Fan (Whole House Fan)
- ☐ Attic Ventilator Fan
- ☐ Awning
- ☐ Basketball Post & Goal
  - ☐ Built-In ☐ Free Standing
- ☐ Birdhouses
- ☑ Boat Dock
- ☐ Carbon Monoxide Detector
- ☑ Ceiling Fan
- ☐ Chandelier
  - ☐ Closet Shelving System
- ☐ Built-In ☐ Free Standing
- ☐ Dehumidifier
- ☐ Built-In ☐ Free Standing
- ☑ Dishwasher
  - ☑ Built-In ☐ Free Standing
- ☑ Door & Window Hardware
- ☐ Dryer
  - ☐ Gas ☐ Electric
- ☐ Fence (Invisible)
- ☐ Fence Pet Collar
- ☑ Fireplace
  - ☐ Gas Logs
  - ☐ Screen/Door
  - ☑ Wood Burning Insert
- ☑ Flag Pole
- ☐ Garage Door Opener
  - ☐ Remote Control
- ☐ Garbage Disposal
- ☑ Gas Grille
  - ☐ Built-In ☐ Free Standing
- ☐ Gazebo
- ☐ Hot Tub
- ☐ Humidifier
- ☑ Ice Maker
  - ☐ Built-In ☑ Free Standing
- ☐ Intercom
- ☐ Jetted Tub
- ☐ Landscaping Lights
- ☑ Light Fixtures (Except Chandeliers)
- ☐ Mailbox
- ☑ Microwave Oven
  - ☐ Built-In ☑ Free Standing
- ☑ Mirror (Attached)
- ☐ Playhouse
- ☑ Propane Gas Tanks
  - ☐ Above ground ☐ Buried
  - ☑ Leased ☐ Owned
- ☐ Radio (Built-In)
- ☑ Refrigerator
- ☐ Satellite Dish/Receiver
- ☐ Sauna
- ☐ Shelving Unit & System
  - ☐ Built-In ☐ Free Standing
- ☑ Shower Head/Sprayer
- ☐ Smoke Detector
  - ☐ Battery Operated ☐ Hard Wired
- ☐ Speakers (Built-In)
- ☐ Sprinkler System
- ☐ Statuary
- ☑ Storage Building
- ☑ Stove
  - ☑ Gas ☐ Electric
  - ☐ Built-In ☐ Free Standing
- ☐ Sump Pump
- ☐ Surface Unit Cook Top
  - ☐ Gas ☐ Electric
- ☐ Swimming Pool
  - ☐ Above Ground
- ☐ Swimming Pool Equipment (List below)
- ☐ Swing Set
- ☑ Switch Plate Covers
- ☐ Telephone Jacks/Wires
- ☑ Television Antenna
- ☐ Television Cable/Jacks
- ☐ Thermostat (Programmable)
- ☐ Trash Compactor
  - ☐ Built-In ☐ Free Standing
- ☐ Tree House
  - ☐ Wired
- ☐ Trellis
- ☐ Vacuum System (Built-In)
  - ☐ Vacuum Attachments
- ☐ Vent Hood
- ☐ Washing Machine
- ☐ Water Purification System
- ☐ Water Softener System
- ☐ Weather Vane
- ☑ Well Pump
- ☑ Window Screens
- ☐ Window Treatments

Other fixtures/items included in the sale of Property:

Other fixtures/items not included in the sale of Property:

The common law of fixtures shall apply to fixtures not addressed herein. Those fixtures/items that are not included in the sale of Property shall remain Property of Seller and shall be removed prior to closing or the transfer of possession of Property to Buyer, whichever is later. Seller shall lose the right to remove any such fixtures/items not timely removed. In removing all fixtures/items, Seller shall use reasonable care to prevent damage and, if necessary, to restore Property to its original condition.

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13. LEAD-BASED PAINT: Was any part of the residential dwelling on Property constructed prior to 1978?

☒ Yes ☐ Don't Know ☐ No (If no, proceed to paragraph 14.)

If you have answered "Yes" or "Don't Know" above, Seller does hereby provide the following warning and shall disclose the following information regarding lead-based paint and lead-based paint hazards.

PURCHASE AND SALE TRANSACTION LEAD WARNING STATEMENT.
Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure. *(Seller to mark and initial sections A and B below)*

Seller Initials

A. Presence of lead-based paint and/or lead paint hazard (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below):

_____

_____

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Seller Initials

B. Records and Reports available to the Seller (check one below):

☐ Seller has provided the Buyer with all the available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list document below):

_____

_____

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment. *(Buyer to mark and initial sections C, D, and E below)*

Buyer Initials

C. Buyer has received copies of all information listed above regarding lead-based paint and/or lead-based paint hazards.

Buyer Initials

D. Buyer has read and understands the above lead warning statement and has received the pamphlet "Protect Your Family From Lead In Your Home."

Buyer Initials

E. Buyer has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment inspection for the presence of lead-based paint and/or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment inspection for the presence of lead-based paint and/or lead-based paint hazards.

Broker Acknowledgment. *(Broker to initial section F below)*

Broker Initials

F. Broker has informed the Seller of the Seller's obligations under 42 U.S.C.§4852(d) and is aware of his/her responsibility to ensure compliance.

_____ Broker's Signature

The lead-based paint disclosures must occur prior to the Seller's acceptance of the Buyer's written offer to purchase; if the potential Buyer makes the offer to purchase before the requisite disclosures are provided to the Buyer, the Seller can not accept the offer until: 1) the disclosure is made; and 2) the potential Buyer has had an opportunity to review the information and consider whether to amend the offer.

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14. **AGRICULTURAL DISCLOSURE:** Is the subject property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use? ☐ Yes ☑ No ☐ Don't Know

It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24 hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.

15. **ADDITIONAL EXPLANATIONS OR DISCLOSURES:**

☐ **(Mark box if additional pages are attached.)**

16. **SELLER'S REPRESENTATION:**
In this disclosure, Seller warrants that to the best of Seller's knowledge and belief, the information contained herein with respect to the condition of Property is accurate and complete as of the date signed by Seller. It is not a substitute for any inspections or warranties that Buyer may wish to obtain. Seller hereby authorizes Broker to provide this information to prospective buyers of Property and to real estate brokers and their affiliated licensees. Seller agrees to promptly update this Seller's Property Disclosure Statement and to provide any Buyer and Brokers with a revised copy of the same if there are any material changes in the answers to the questions contained herein.

Is each individual named below a U. S. Citizen or resident alien? ☐ Yes ☑ No

Has each individual named below been a Georgia resident for the past two years? ☑ Yes ☐ No

Has Property been Seller's primary residence for at least two of the last five years? ☐ Yes ☑ No

Seller: Marineland Farms, Inc. W.B. Lewis, Pres. Date: 5-20-02, 20____

Seller: _____ Date: _____, 20____

17. **RECEIPT AND ACKNOWLEDGMENT BY BUYER:**
I acknowledge receipt of this Seller's Property Disclosure Statement. I understand that, except as stated in the Purchase and Sale Agreement, Property is being sold in its present condition, without warranties or guarantees of any kind by Seller or Brokers. No representations concerning the condition of Property are being relied upon by Buyer except as disclosed herein or stated in the Purchase and Sale Agreement.

(X) Buyer: [illegible] Date: 2/8, 20 05

Buyer: CD Date: 2/8, 20 05

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SPECIAL STIPULATIONS (LOT/LAND)
EXHIBIT "A"

Date: FEB. 07, 2005

2005 Printing

This Exhibit is part of the Agreement with an Offer Date of the 7 day of FEB, 2005 for the purchase and sale of that certain Property known as: Raccoon Key, Camden Co, Georgia.

[Select any or all of the following stipulations. Unselected items are not a part of this Agreement.]

☒ **1. Option to Terminate after Due Diligence.**

A. In consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby grant to Buyer a 30 day right ("Termination Right") from Binding Agreement Date during which Buyer may do any or all of the following:

(1) Conduct at Buyer's sole expense whatever due diligence, inspections, examinations, surveys and testing, if any, Buyer deems appropriate to evaluate the suitability of Property for Buyer's intended use, including, but not limited to, zoning, governmental regulations, environmental concerns, availability of utilities and whether the soil on Property will support a septic system of a size and type desired by Buyer (hereinafter collectively referred to as "Buyer's Due Diligence");

(2) Seek to amend this Agreement to address any concerns with Property; or

(3) Terminate this Agreement without penalty.

B. Seller acknowledges and agrees that Buyer and/or his agents and employees may have free access during normal business hours to visit Property for the purpose of conducting Buyer's Due Diligence. Buyer hereby agrees to indemnify and hold Seller, Broker and Broker's Affiliated Licensees harmless from and against any and all loss, injury, cost, or expense associated with Buyer's inspection of and entry upon Property.

C. If Buyer decides to exercise Buyer's right to terminate this Agreement, Buyer must give notice of the same to Seller prior to the expiration of the Termination Right. If Buyer fails to give such notice timely, the Termination Right shall automatically expire and shall no longer be a part of this Agreement, and Buyer shall be deemed to have accepted Property "as-is". The expiration of the Termination Right shall not, however, remove or terminate any other contingencies to which this Agreement may be subject, or limit any other rights which Buyer may have under this Agreement. All parties agree that the Binding Agreement Date shall not be affected by Buyer's Termination Right and shall remain the date when the party making the last Offer receives notice that the Offer has been accepted.

D. Buyer warrants that Buyer is not currently under contract (including option contracts) to purchase other real property and agrees not to enter into any other such contracts during the time period that Buyer has a Termination Right. All parties agree that this Agreement shall constitute an option agreement until such time as the Termination Right expires, lapses or is otherwise terminated.

☒ Buyer does have other property under contract.

☐ **2. Building Permit.** This Agreement is contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate governmental authority to build on Property. If Buyer notifies Seller in writing within _____ days after the Binding Agreement Date that Buyer is unable to acquire all required licenses and permits from the appropriate governmental authority to build on Property, then in such event this Agreement shall terminate. If Buyer fails to provide said notice, then this contingency shall be deemed to have been waived by Buyer.

☐ **3. Rezoning.** This Agreement is contingent upon Property being rezoned to _____ on or before the _____ day of _____, 20_____ by the appropriate governmental authorities. For purposes herein, the term rezoned shall mean that the above referenced zoning has been fully approved by the appropriate governmental authority and the 30-day period to appeal such rezoning has expired without an appeal being filed. The _____ shall be responsible for pursuing such rezoning, and paying all associated costs. All rezoning applications shall be submitted to Seller for Seller's approval prior to filing, which approval shall not be unreasonably withheld. All parties agree to cooperate, to sign the necessary documentation and to support the rezoning application. If Buyer notifies Seller or Broker in writing within forty-eight hours after the above date that Property cannot be so rezoned, then in such event this Agreement shall automatically terminate and Broker shall promptly refund the Earnest Money to Buyer. If Buyer fails to provide said notice, then this contingency shall be deemed to have been waived by Buyer.

☐ **4. Earnest Money Held by Seller.** "EARNEST MONEY HELD BY SELLER" Exhibit is attached.

☐ **5. Legal Description.** The full legal description of said Property is attached as Exhibit "_____".

☐ **6. Assignment.** This Agreement may be assigned or transferred and any assignee shall fulfill all terms and conditions of this Agreement provided, however, that this stipulation shall not apply when a loan assumption or owner financing is contemplated.

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☒ 7. **Liquidated Damages.** Buyer and Seller acknowledge that it would be extremely impractical and difficult to ascertain the actual damages that would be suffered by Seller if Buyer fails or refuses to consummate the purchase of Property for any reason other than Seller's inability, failure or refusal to perform any of Seller's covenants herein or because Buyer never had an unconditional obligation to close the purchase and sale on the closing date as the result of one or more contingencies in the Agreement not being fulfilled as of the closing date. Buyer and Seller have considered carefully the loss to Seller as a consequence of the negotiation and execution of this Agreement; the personal expenses Seller incurred in connection with the preparation of this Agreement; Seller's performance hereunder; and the other damages, general and special, which Buyer and Seller realize and recognize that Seller would sustain, but Seller cannot calculate with absolute certainty. Based upon all those considerations, Buyer and Seller have agreed that the damage to Seller would reasonably be expected to be equal to the amount of the earnest money. Accordingly, if all conditions precedent to Buyer's obligation to consummate the purchase of Property have been waived by Buyer or have been satisfied, and if Seller has performed Seller's covenants hereunder, but Buyer fails or refuses to consummate the purchase of Property by the closing date, then Seller shall be entitled to retain the earnest money as full and complete liquidated damages for such default of Buyer. Such retention of the earnest money is intended not as a penalty, but as full liquidated damages pursuant to O.C.G.A. § 13-6-7.

☒ 8. **Property Delivery Condition.** Seller shall deliver Property clean and free of debris at time of possession.

☐ 9. **Other.**

Selling Broker's Initials: _____
(or Broker's Affiliated Licensee)

Listing Broker's Initials: _____
(or Broker's Affiliated Licensee)

Buyer's Initials: CD / _____

Seller's Initials: _____ / _____

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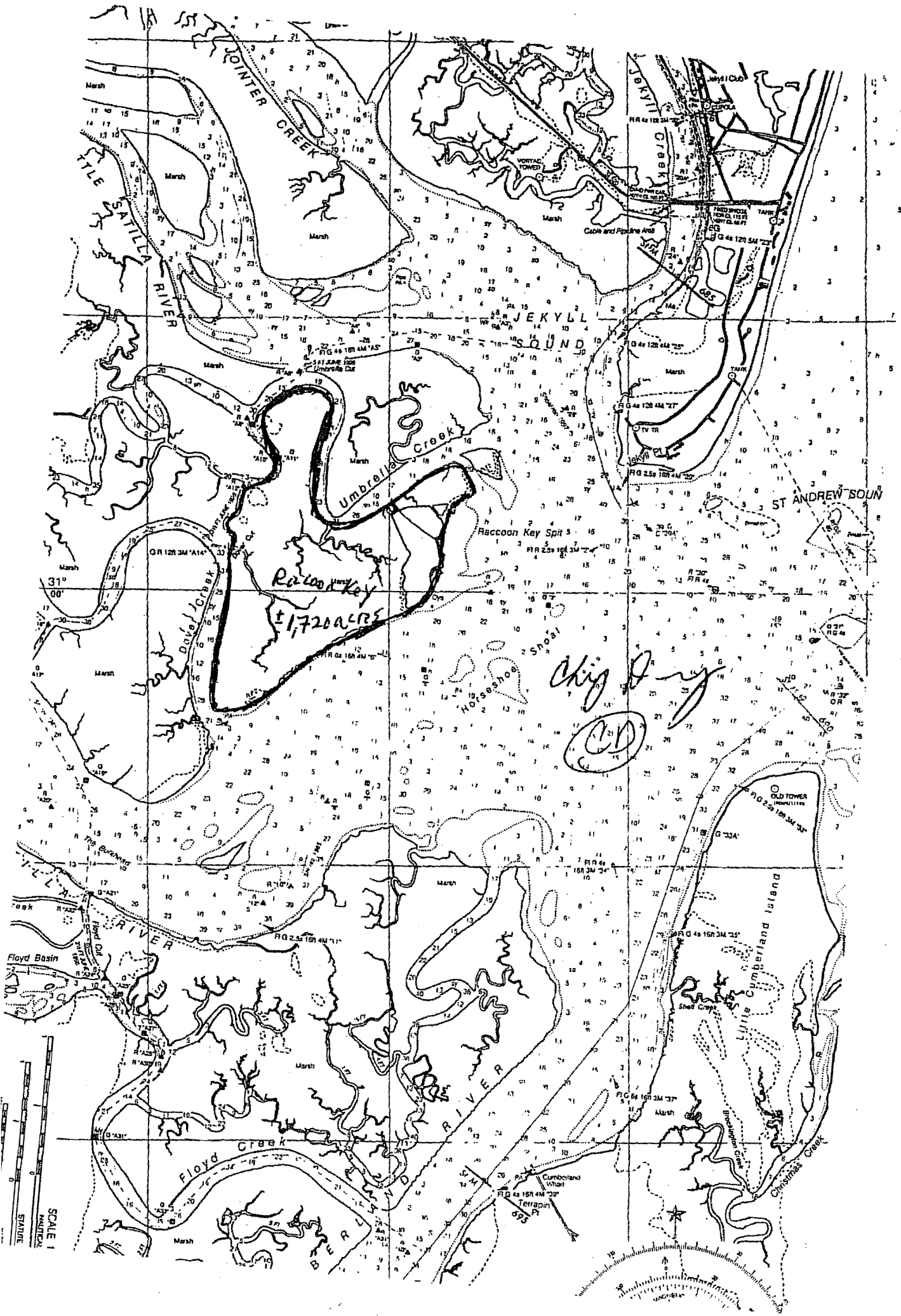
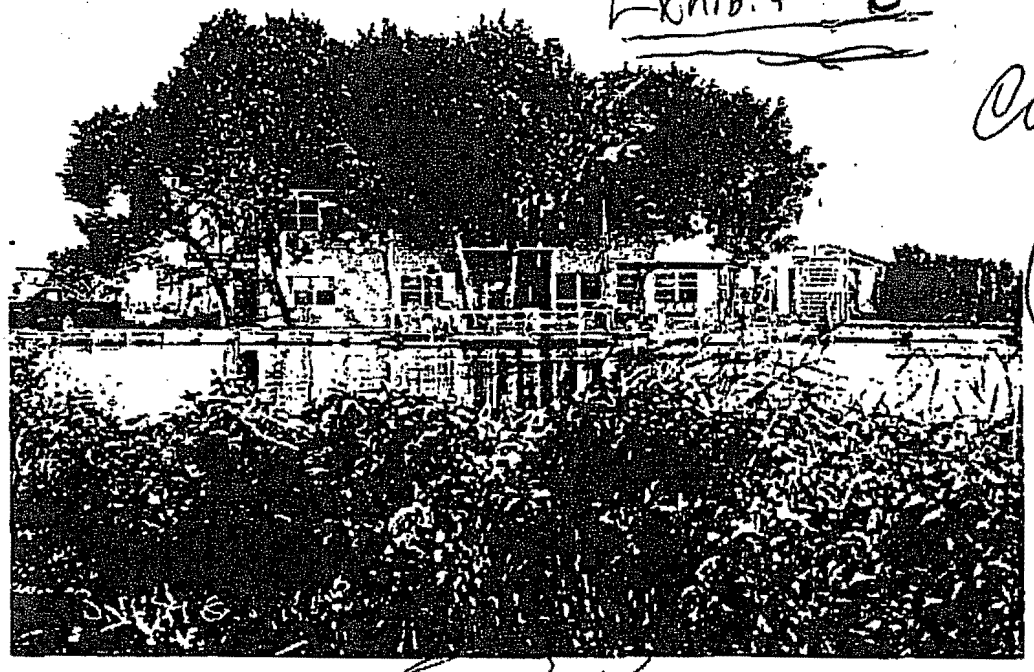


Exhibit 1
JOINTER CREEK
SATILLA RIVER
Jekyll Creek
Jekyll Club
CUPOLA
VORTAC TOWER
Cable and Pipeline Area
TANK
JEKYLL SOUND
Umbrella Cut
Umbrella Creek
Raccoon Key Spit
ST ANDREW SOUN
Raccoon Key
±1,720 acres
Dover Creek
Horseshoe Shoal
Chip Dry
CD
OLD TOWER
Little Cumberland Island
Shell Creek
Floyd Basin
Floyd Cut
Floyd Creek
BERLAND RIVER
Cumberland Wharf
Terrapin Pt
Brockington Creek
Christmas Creek
Marsh
31° 00'
SCALE 1
NAUTICAL
STATUTE

Exhibit C

Original

CD



RACCOON KEY

Location: Northeastern part of Camden County, Georgia, just southwest of Jekyll Island, and northwest of Little Cumberland Island

Property: This beautiful fisherman's paradise consists of an island of over 1700 acres, with perhaps 1,500 acres in marshland and 175-200 acres of property with drivable dikes, freshwater and saltwater lakes (fed by free flowing artesian wells) teeming with bass and other fresh and saltwater marine life. Flocks of waterfowl of all types are in constant movement about this island. In addition, other critters such as alligators, raccoons, minks, etc enjoy the natural beauty of this unique place. There is a sandy beach on the eastern side of this property on the St. Andrews Sound looking towards the Atlantic Ocean, Jekyll and Little Cumberland Islands. A 10 BR lodge is on Raccoon Key within a short distance of the spacious deepwater dock. Most furnishings in the lodge will remain (with exception a few personal possessions).

Furnishings in the Lodge include:

- Gas stove
- Gas refrigerator
- Electric refrigerator
- Commercial cooler
- Ice Machine
- Wide Screen TV/VCR
- Microwave
- Large gas grill
- Gas jet cooker

A considerable amount of equipment will remain with this island:

Large 35 KW Generator
Spare 10 KW Generator
Dragline and mats
Weed cutter equipment
1984 Ford Truck
1999 Kawasaki Off Road Vehicle
Model 750 John Deere Tractor
Cattail cutter
Lawn Mower

6 Boats plus other misc. motors

- 1998 Island Hopper 225 Diesel
- [redacted]
- 4 Carolina Skiffs

Zoning: Conservation Preservation

Price:

Pearce, Jennifer

From: Parker, Christopher
Sent: Tuesday, July 01, 2014 11:49 AM
To: Pearce, Jennifer
Subject: FW: Raccoon Key

From: Buck Bennett [mailto:Buck.Bennett@dnr.state.ga.us]
Sent: Monday, August 26, 2013 3:28 PM
To: Parker, Christopher
Subject: Raccoon Key

Chris,

What up?

We're gonna make a site visit in the next 10-14 days to check on storm damage on the eastern shore. Want to come along?

Charles "Buck" Bennett
Compliance & Enforcement Manager
Ecological Services
Coastal Resources Division
Georgia Department of Natural Resources

One Conservation Way
Brunswick, Georgia 31520
912-262-3132 (Desk)
912-617-0446 (Mobile)

Pearce, Jennifer

From: Parker, Christopher
Sent: Tuesday, July 01, 2014 11:49 AM
To: Pearce, Jennifer
Subject: FW: RKey

From: Parker, Christopher
Sent: Tuesday, August 27, 2013 9:52 AM
To: Somerville, Eric
Subject: RE: RKey

That is my plan. It has not been approved yet, but I suspect it will. Going to look and see what is going on (going to carry a shovel and put a chink in the armor).

From: Somerville, Eric
Sent: Tuesday, August 27, 2013 9:41 AM
To: Parker, Christopher
Subject: RKey

Word on the street is that you are going to Raccoon Key in a couple weeks. What's going on? Anything interesting?

Eric Somerville
U.S. EPA Region 4 | Wetlands, Coastal & Oceans Branch
c/o SESD (F120-6) | 980 College Station Road | Athens, GA 30605-2720
tel 706.355.8514 | somerville.eric@epa.gov

Pearce, Jennifer

From: Parker, Christopher
Sent: Tuesday, July 01, 2014 11:51 AM
To: Pearce, Jennifer
Subject: FW: Raccoon Key

From: Parker, Christopher
Sent: Thursday, February 07, 2013 2:22 PM
To: 'Alton Brown Jr.'
Subject: Re: Raccoon Key

Alton,

Just wanted to inquire as to the current status of Raccoon Key. Any news on this project?

Thank you,

Christopher Parker
US Environmental Protection Agency - Region 4
Wetlands Enforcement Section
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-9838 Office, (404) 562-9343 Fax
parker.christopher@epa.gov

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Pearce, Jennifer

From: Parker, Christopher
Sent: Tuesday, July 01, 2014 11:51 AM
To: Pearce, Jennifer
Subject: FW: RE: Raccoon Key

From: Parker, Christopher
Sent: Friday, February 08, 2013 1:55 PM
To: Davis, Molly
Cc: Mancusi-Ungaro, Philip
Subject: Fw: RE: Raccoon Key

FYI; please see email below.

Christopher Parker
US Environmental Protection Agency - Region 4
Wetlands Enforcement Section
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-9838 Office, (404) 562-9343 Fax
parker.christopher@epa.gov

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-----Forwarded by Christopher Parker/R4/USEPA/US on 02/08/2013 01:31PM -----
To: Christopher Parker/R4/USEPA/US@EPA
From: "Alton Brown Jr."
Date: 02/08/2013 10:54AM
Subject: RE: Raccoon Key

Chris:

Thanks for your help on this project and for checking in. We're ready to go, but a prior owner has filed suit to block the sale. That has shut everything down for now. Byron will be following up with Phillip to explain the situation. Please let me know if you have questions and I will continue to keep you posted on the status.

Alton

Alton Brown, Jr. - *Principal*
Resource & Land Consultants
41 Park of Commerce Way, Suite 303
Savannah GA, 31405
P 912 443 5896
F 912 443 5898
C 912 659 0084
http://www.rlandc.com

From: Parker.Christopher@epamail.epa.gov [mailto:Parker.Christopher@epamail.epa.gov]
Sent: Thursday, February 07, 2013 2:22 PM
To: Alton Brown Jr.
Subject: Re: Raccoon Key

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Just wanted to inquire as to the current status of Raccoon Key. Any news on this project?

Thank you,

Christopher Parker
US Environmental Protection Agency - Region 4
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COBB COUNTY GA
CLERK'S OFFICE
2013 MAR -6 AM 11:01

IN THE SUPERIOR COURT OF COBB COUNTY

STATE OF GEORGIA

CARL M. DRURY, III,	)	
Plaintiff,	)	
VS.	)	**CIVIL ACTION FILE**
	)	**NO. 11-1-10074-48**
MOSER FINANCIAL, LLC, MARGARET'S KEY, LLC, and ERIC MOSER	)	
Defendants.	)	

NOTICE OF APPEAL

Notice is hereby given that Carl M. Drury, III hereby appeals to the Court of Appeals from the Order in this action that was entered by Juvenile Court Judge Joanne E. Elsey on February 26, 2013. Transcripts of evidence and proceedings will be filed for inclusion in the record on appeal. The Clerk will please transmit the entire record on appeal.

The Court of Appeals has jurisdiction of this appeal as it involves a subject upon which jurisdiction is not reserved to the Supreme Court of Georgia or conferred on other courts by law. (GA. CONST. 1983, ART, VI, § V ¶ 3, ART. § VI ¶¶ II, III).

This the 6th day of March, 2013.

Carl M. Drury, III, filing Pro Se
295 West Laurel Bluff Road
Kingsland, GA 31548

(FURTHER NOTICE TO)
376 Peachtree Battle Avenue
Atlanta, GA 30305
404-784-0058

IN THE SUPERIOR COURT OF COBB COUNTY

STATE OF GEORGIA

CARL M. DRURY, III,	)	
Plaintiff,	)	
VS.	)	**CIVIL ACTION FILE**
	)	**NO. 11-1-10074-48**
MOSER FINANCIAL, LLC, MARGARET'S KEY, LLC, and ERIC MOSER	)	
Defendants.	)	

CERTIFICATE OF SERVICE

This is to certify that I have this day served a true and correct copy of the foregoing Notice Of Appeal on the following party at the following address by depositing same in the United States Mail with proper postage affixed thereto to ensure delivery.

This the 6th day of March 2013.

Stuart Sims
Gregory, Doyle, Calhoun & Rogers, LLC
49 Atlanta Street
Marietta, GA 30064

Carl M. Drury, III

COBB COUNTY GA.
FILED IN OFFICE
2013 FEB 27 PM 2:33

IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA

CARL M. DRURY, III Plaintiff, v. MOSER FINANCIAL, LLC, MARGARET'S KEY, LLC, and ERIC MOSER, Defendants.	)	CIVIL ACTION File No. 11-1-10074-48

ORDER

The above-styled matter is currently before this Court on Moser Financial, LLC's and Eric Moser's (together, "Defendants") Motion for Summary Judgment. After reviewing the pleading, exhibits, applicable law, and oral argument from the parties on January 22, 2013, the Court finds the following:

BACKGROUND

On or about March 25, 2008, Moser Financial loaned Margaret's Key, LLC ("MKL") $800,000 (the "Loan"). MKL executed a Deed to Secure Debt in favor of Moser Financial. Plaintiff, Carl M. "Chip" Drury, III ("Plaintiff") executed a personal guaranty of the loan in favor of Moser Financial.

On March 31, 2009, the Loan matured with no payment from MKL or Plaintiff. Between March 31, 2009 and April 6, 2010, Plaintiff and MKL on the one hand and Moser Financial on the other were in frequent communication about the MKL default. Plaintiff and MKL made repeated assurances to Moser Financial of his/its ability to repay the Loan.

On or about April 6, 2010, the law firm of Rubin Lublin, on behalf of Moser

Financial, sent to MKL and Plaintiff a Notice of Default with the property securing the Loan scheduled for foreclosure on June 1, 2010. The parties agreed to halt the foreclosure to allow for an agreement whereby Moser Financial is to be paid in full or forecloses on the Property. On or about June 21, 2010, the parties enter into an Agreement to Convey with the Right to Repurchase ("June 2010 Agreement"). The parties to the Agreement are Plaintiff (as 95% interest holder in MKL), Minton Hester ("Hester") (as 5% interest holder in MKL) and Moser Financial.

The June 2010 Agreement required Plaintiff and MKL to perform certain acts in exchange for one of two things happening: 1) Plaintiff and his business partner repaid the Note, plus interest, or, in the alternative, 2) Moser Financial assuming Plaintiff's interest in MKL. Plaintiff also committed in the June 2010 Agreement "to completely satisfy and discharge any and all liens on the Property or against [MKL] that were accumulated prior to the signing of [the June 2010 Agreement]." Plaintiff failed to pay the 2009 and 2010 Camden County property taxes for the Property and, as a result, Moser Financial was forced to pay those taxes to ensure its security interest in the Property was not foreclosed on by Camden County.

Plaintiff also agreed in the June 2010 Agreement that there were to be "no encumbrances on the Property and interests in [MKL]." Plaintiff entered into the June 2010 Agreement knowing the U.S. Environmental Protection Agency and Georgia Department of Natural Resources – Coastal Resources Division were actively investigating Plaintiff and MKL for violations of federal and state environmental laws. Further, Plaintiff was aware of a wrongful death lawsuit against MKL filed in federal court. Both the federal and state environmental investigation and federal lawsuit are encumbrances against the Property and/or MKL.

On July 1, 2011, the last day Plaintiff and/or Hester could exercise their respective repurchase rights, no right of repurchase was exercised. On October 3, 2011, the attorney Jim Bishop provided notice of default to MKL and Plaintiff with notice of a foreclosure sale to be conducted on Tuesday, November 1, 2011. On October 24, 2011, Plaintiff filed the instant suit seeking to enjoin the foreclosure sale.

On October 31, 2011, with Moser Financial' s express agreement and cooperation, Cobb County Superior Court Senior Judge Watson White entered a TRO and Moser Financial agreed to withdraw the foreclosure sale scheduled for the next day. On November 28, 2011, after oral argument by Plaintiff and counsel for Moser Financial and Mr. Moser, this Court rescinded Judge White's October 31, 2011 TRO and denied Plaintiff's request for injunctive relief. On Tuesday, December 6, 2011, Moser Financial foreclosed on the property securing the Loan in Camden County, Georgia. Moser Financial, LLC did not file a petition for confirmation of the foreclosure sale. Neither Plaintiff nor MKL appealed or otherwise sough to set aside the foreclosure in Camden County, Georgia. On December 28, 2012, Plaintiff filed a lis pendens in Camden County, Georgia citing the instant case as pertaining to "Raccoon Key." This is not the case as the issues before the court do not relate to the Property itself, but rather to Plaintiff's remaining tort claims against Defendants.

FINDINGS OF FACT

Defendants are entitled to summary judgment on Plaintiff's claims because Plaintiff has no evidence to support said claims. "If the movant can show the court that any essential element [of the opposing party's claim]... is missing and incapable of proof, the movant is entitled to summary judgment as a matter of law, notwithstanding any

issue of material fact regarding any other essential element." Porter v. Felker, 261 Ga. 421, 405 S.E.2d 31, 32 (1991). In response to a motion for summary judgment, "the opposite party cannot rest upon the mere allegations in its pleadings, but must come forward with rebuttal evidence at that time or suffer judgment against it." Threadmill, Ltd. v. First Union Natl. Bank of Ga., 207 Ga. 688, 428 S.E.2d 685, 687 (1993)(citations omitted). A movant meets its summary judgment burden by demonstrating the absence of evidence as to one essential element of its opponent's case. Lau's Corp., Inc. v. Haskins, 261 Ga. 491, 405 S.E.2d 474, 475 (1991). Moreover, Defendants do not have to show that absolutely no issue of fact remains, only that no **genuine** issue of fact remains. See Walston v. White, 213 Ga. App. 441, 443, 444 S.E.2d 855 (1994). Even where there is some "shadowy semblance of an issue," summary judgment can still be granted where the evidence shows the movant is entitled to judgment as a matter of law. Id.

A. Plaintiff's Counts One – Injunctive Relief and Two – Wrongful Foreclosure.

Defendants are hereby granted summary judgment as to Plaintiff's Counts One and Two. This Court has already heard and denied Plaintiff's claim for injunctive relief. On November 28, 2011, after hearing arguments from all parties, this Court rescinded Cobb County Superior Court Judge Watson White's October 31, 2011 Consent Temporary Restraining Order ("Order") and denied Plaintiff's request for injunctive relief. At the January 29, 2013 hearing, Mr. Drury stated to the Court that Defendants were entitled to summary judgment on Count One for this reason.

Subsequent to that Order, Moser Financial foreclosed on the Property. Plaintiff

argues that Moser Financial had "no power to purport or conduct the Foreclosure." As the Court correctly noted on November 28, 2011, Moser Financial was the holder of a Note and Security Deed from MKL for $800,000 plus interest. The Note matured on March 31, 2009. MKL failed to pay the principal and interest owed by the maturity date. Moser Financial twice formally notified MKL that it was in default under the term of the Note and Security Deed. Moser Financial properly advertised the foreclosure of the Property in October 2011 for a November 1, 2011 foreclosure, but due to the entry of the Consent TRO on October 31, 2011 did not foreclose on November 1, 2011. Instead, Moser Financial – after advertising in November – foreclosed on the Property on the first Tuesday in December 2011 (December 6th). Neither Plaintiff nor MKL appealed or otherwise sought to set aside the foreclosure in Camden County. Moser Financial had the right to advertise for foreclosure and ultimately to foreclose on the Property. Plaintiff did not offer evidence to the contrary and, thus, Defendants are granted summary judgment on Count Two – Wrongful Foreclosure.

B. Plaintiff's Count Three – Slander and Libel.

Plaintiff claims that the publication of the foreclosure advertisement was "slanderous and libelous." Georgia cases hold that "where the borrower is in default and the deed to secure debt gives the lender the right to foreclose on the property after advertisement, the lender then has a contractual right to advertise, and such action is not libel." Rome Bank & Trust Co.v. Kerce, 140 Ga. App. 596 (1976). It is undisputed that Drury was in default under the terms of the Note and Security Deed. Mr. Drury in his brief in response to Defendants' Motion for Summary Judgment admits that the loan was in default. It is also undisputed that the Security Deed gave Moser Financial the

right to foreclose on the property after advertisement.

It is also undisputed that the foreclosure advertisement did not mention Plaintiff's name... **at all**. Nowhere in the advertisement were the words "Carl Drury, III" or "Chip Drury" or "Chip" or "Drury." At the January 22, 2013 hearing, Mr. Drury admitted that his name was not found anywhere in the foreclosure advertisement. Mr. Drury's argument that his name is somehow inextricably intertwined with that of the Property is unavailing and he offered no proof that Defendants slandered or otherwise committed libel against him. Accordingly, Defendants are granted summary judgment as to Count Three - Slander and Libel of Plaintiff's Complaint.

C. Plaintiff's Count Four – Attorneys' Fees and Expenses of Litigation.

The Complaint and all subsequent filings were filed pro se. There have been four (4) hearings. Plaintiff was not represented by an attorney at any of the four hearings. Georgia law is clear that pro se litigants who are not attorneys cannot recover attorneys' fees. Demido v. Wilson, 261 Ga.App. 165 (2003). Accordingly, Defendants are granted summary judgment as to Count Four - Attorneys' Fees and Expenses of Litigation of Plaintiff's Complaint.

D. Plaintiff's Count Five – Fees and Expenses.

Plaintiff claims that he "performed valuable services and incurred significant expense on behalf of Defendants" and asks the Court to order Defendants to repay him for his services and expenses. Plaintiff's argument for fees and expenses is predicated on his specious claim that his interest in MKL and the Property was transferred to Moser Financial in 2010. As outlined in the Facts section, above, and in oral argument

before the Court on November 28, 2011, Moser Financial was never the owner of Plaintiff's interest in MKL. Even assuming arguendo that Moser Financial had obtained an ownership interest in MKL, Plaintiff fails to show any evidence or make any argument as to how Moser Financial and/or Mr. Moser are responsible for actions Plaintiff allegedly took on behalf of MKL. Further, Plaintiff fails to account for those "valuable" services and "significant expenses." The discovery period in this case ended six (6) months ago and Plaintiff was unable to produce any evidence as to the fees and expenses he allegedly incurred. Based on the foregoing, Plaintiff cannot recover attorneys' fees for his efforts on behalf of MKL nor has he produced a bill for legal services from any attorney representing MKL. Accordingly, Defendants are granted summary judgment on Count Five of Plaintiff's Complaint.

E. Plaintiff's Count Six – Punitive Damages.

Finally, Plaintiff asks the Court to award him punitive damages. He does not, however, point to any specific actions of Mr. Moser and/or Moser Financial giving rise to punitive damages. Rather, he simply refers to "Defendants conduct as set forth [in the Complaint]..." Moser Financial's only "conduct" was advertising for foreclosure and actually foreclosing on the Property. Plaintiff does not allege that Mr. Moser, individually, did anything wrong. All of Mr. Moser's "actions" were the actions of Moser Financial.

O.C.G.A. §51-12-5.1(b) states that "[p]unitive damages may be awarded only in such tort actions in which it is proven by clear and convincing evidence that defendant's actions showed willful misconduct, malice, fraud, wantonness, oppression, or the entire want of care which would raise the presumption of conscious indifference to

consequences." O.C.G.A. §51-12-5.1(c) goes on to state that "punitive damages shall be awarded not as compensation to a plaintiff but solely to punish, penalize, or deter a defendant." Under Georgia law, a plaintiff cannot recover punitive damages when the underlying tort claim fails. Lewis v. Meredith Corp., 293 Ga. App. 747, 750 (2008); citing Benefit Support, Inc. v. Hall County, 281 Ga. App. 825, 833 (2006).

Here, the tort actions alleged by Plaintiff – wrongful foreclosure and slander and libel – fail for lack of evidence and as a matter of law. Therefore, Defendants are granted summary judgment on Plaintiff's punitive damages claim.

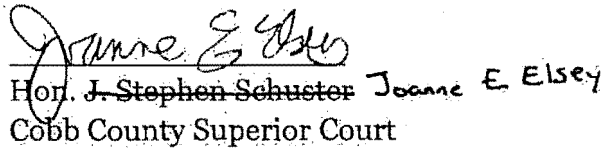
F. Plaintiff's Lis Pendens.

The Court finds that the lis pendens filed by Plaintiff in Camden County on December 28, 2012, is deemed void *ab initio*, and shall be of no force and effect as no claims of Plaintiff have the potential of affecting title to certain real property known commonly as "Raccoon Key." Such lis pendens shall be cancelled of record and shall be of no further effect or consequence.

JUDGMENT

THEREFORE, Defendants' Motion for Summary Judgment is **GRANTED**.

SO ORDERED, this 26 day of ~~January~~ February, 2013.



Hon. ~~J. Stephen Schuster~~ Joanne E. Elsey
Cobb County Superior Court

Judge Joanne E. Elsey
Assisting Judge
Cobb Judicial Circuit
Superior Court of Cobb County
Pursuant to O.C.G.A.§ 15-1-9.1

Respectfully Submitted By:

Stuart L. Sims
Georgia Bar No. 648778
ssims@gregorydoylefirm.com

Gregory, Doyle, Calhoun & Rogers, LLC
49 Atlanta Street
Marietta, Georgia 30064
678.784.3591 (direct dial)
678.784.3527 (facsimile)

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CERTIFICATE OF SERVICE

I certify that on the date the foregoing document was filed, copies of the **ORDER** dated February 26TH, 2013, were placed into the Court's mail system, to be mailed via United States mail to:

Stuart L. Sims, Esq.
Gregory, Doyle, Calhoun & Rogers, LLC
49 Atlanta Street
Marietta, Ga. 30064

Carl M. Drury, III
376 Peachtree Battle
Atlanta, Ga. 30305

This 27th day of February, 2013

Starlyn Simmons
Judicial Administrative Specialist

Pearce, Jennifer

From: Parker, Christopher
Sent: Tuesday, July 01, 2014 11:51 AM
To: Pearce, Jennifer
Subject: FW: Raccoon Key
Attachments: Moser - Mar 6, 2013 Notice of Appeal.pdf; Moser - Feb 27, 2013 Order.pdf

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From: Parker, Christopher
Sent: Friday, March 08, 2013 9:50 AM
To: Davis, Molly
Subject: FW: Raccoon Key

FYI

From: Kirkpatrick, Byron W. [mailto:Byron.Kirkpatrick@troutmansanders.com]
Sent: Thursday, March 07, 2013 5:51 PM
To: Mancusi-Ungaro, Philip
Cc: Parker, Christopher; 'Alton Brown Jr.'
Subject: FW: Raccoon Key

Philip:

Hope you've been well. We wanted to update you on Raccoon Key.

We greatly appreciate the Agency's efforts to help us move forward with the mitigation bank and resolve the cloud of enforcement. Unfortunately, for the moment, the project is on hold.

On December 29, just before our client was scheduled to close, a prior owner filed a Notice of Lis Pendens. That action was dismissed by the attached order, but an appeal is now pending (see email below). Our client is still eager to move forward with the project but, until this litigation is resolved, will not be in a position to acquire the property. It's more than a little frustrating. When/if it looks like the litigation might be winding down, we'll reach out to you and Chris. I believe he and Alton have worked out the restoration plan.

If you need any further information about this, please let me know.

And again, thanks for your time and attention to this.

Best wishes,

Byron

Byron Kirkpatrick
404-885-3387 (direct)

From: Chip Drury [mailto:chip@chipdrury.com]
Sent: Wednesday, March 06, 2013 11:51 AM
To: abrown@rlandc.com
Subject: Raccoon Key

Please note that Notice of Appeal I filed today. Also, please note in D of the above attached order the manner in which the judge danced around the June 29, 2010 conveyance agreement between myself and Moser by stating: "As ***outlined*** in the Facts section, above, and in oral argument before the Court on November 28, 2011, Moser Financial was never the owner of Plaintiff's interest in MKL." Emphasis added. Please be advised I will vigorously continue to pursue my claims against title to Raccoon Key.

IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice that may be contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding any penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction(s) or tax-related matter(s) that may be addressed herein.

This e-mail communication (including any attachments) may contain legally privileged and confidential information intended solely for the use of the intended recipient. If you are not the intended recipient, you should immediately stop reading this message and delete it from your system. Any unauthorized reading, distribution, copying or other use of this communication (or its attachments) is strictly prohibited.

Pearce, Jennifer

From: Parker, Christopher
Sent: Tuesday, July 01, 2014 11:50 AM
To: Pearce, Jennifer
Subject: FW: Raccoon Key?

From: Buck Bennett [mailto:Buck.Bennett@dnr.state.ga.us]
Sent: Tuesday, March 12, 2013 8:19 AM
To: Parker, Christopher
Subject: Raccoon Key?

Any updates?

Charles "Buck" Bennett
Compliance & Enforcement Manager
Ecological Services
Coastal Resources Division
Georgia Department of Natural Resources

One Conservation Way
Brunswick, Georgia 31520
912-262-3132 (Desk)
912-617-0446 (BlackBerry)

Pearce, Jennifer

From: Parker, Christopher
Sent: Tuesday, July 01, 2014 11:49 AM
To: Pearce, Jennifer
Subject: FW: RKey

From: Parker, Christopher
Sent: Tuesday, August 27, 2013 1:14 PM
To: Somerville, Eric
Subject: RE: RKey

So I am going to go to the Site. Do you need me to look at anything in particular? I had no idea my street credentials were so good... I mean I was just asked yesterday about going.

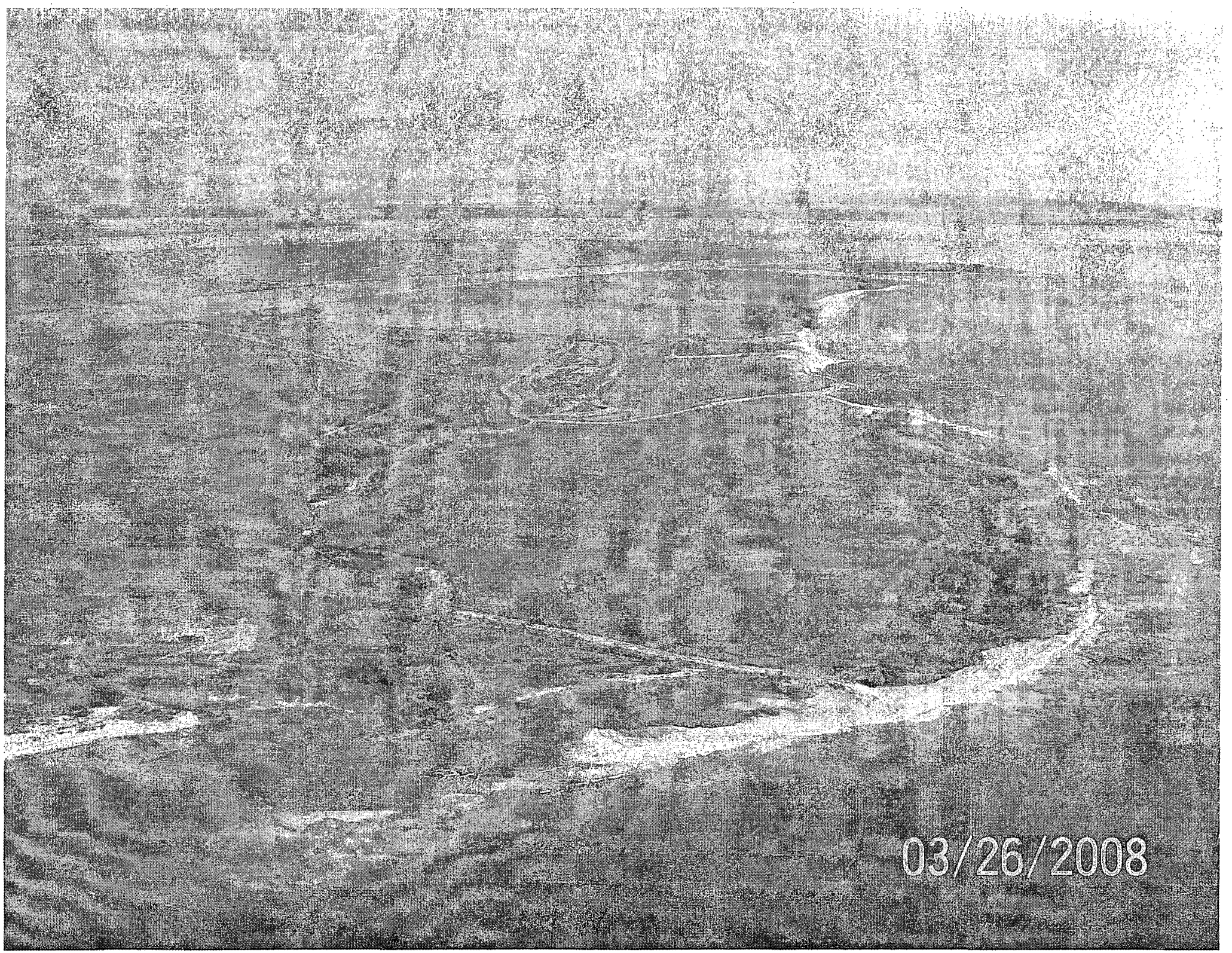
later

Chris Parker
2-9838

From: Somerville, Eric
Sent: Tuesday, August 27, 2013 9:41 AM
To: Parker, Christopher
Subject: RKey

Word on the street is that you are going to Raccoon Key in a couple weeks. What's going on? Anything interesting?

Eric Somerville
U.S. EPA Region 4 | Wetlands, Coastal & Oceans Branch
c/o SESD (F120-6) | 980 College Station Road | Athens, GA 30605-2720
tel 706.355.8514 | somerville.eric@epa.gov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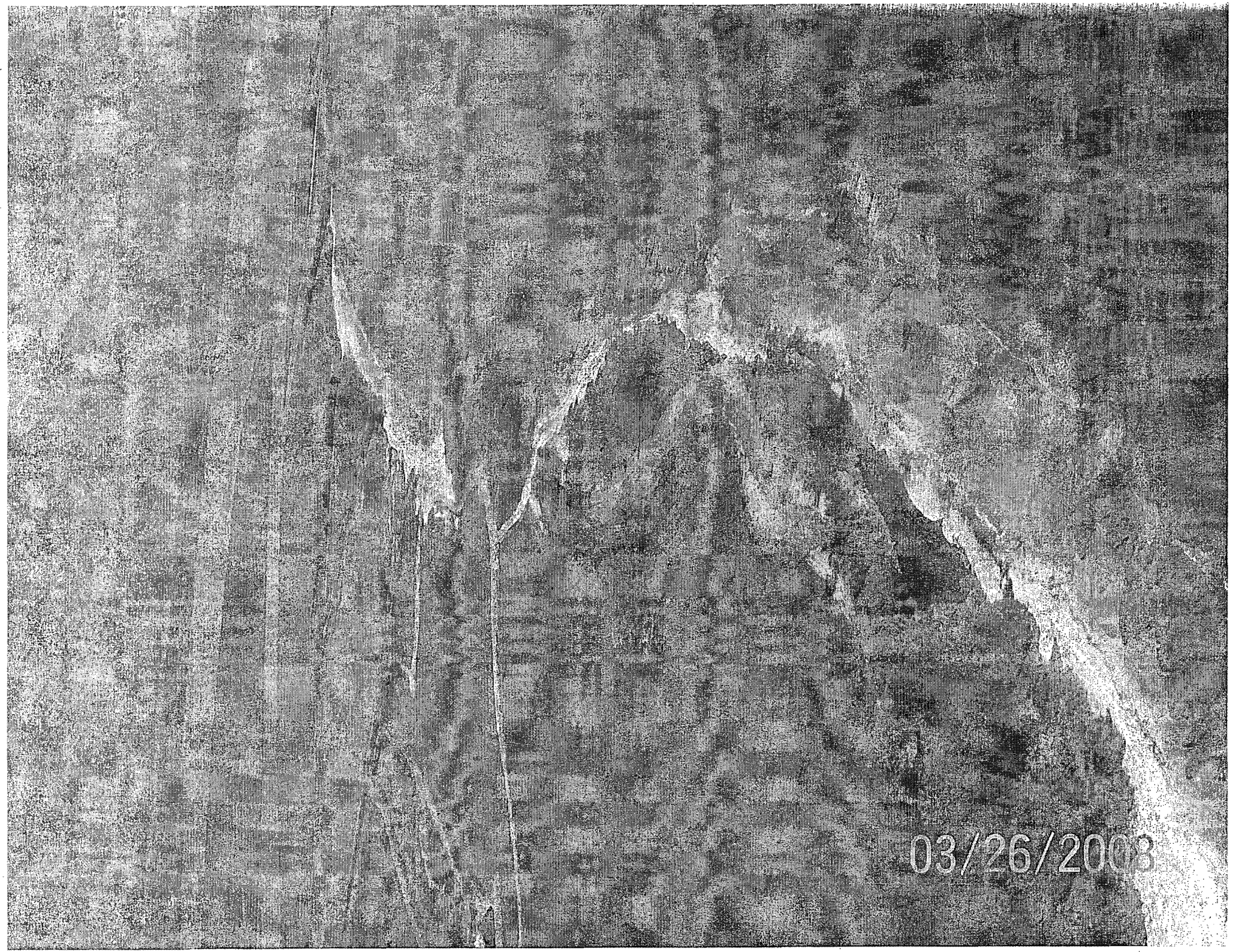
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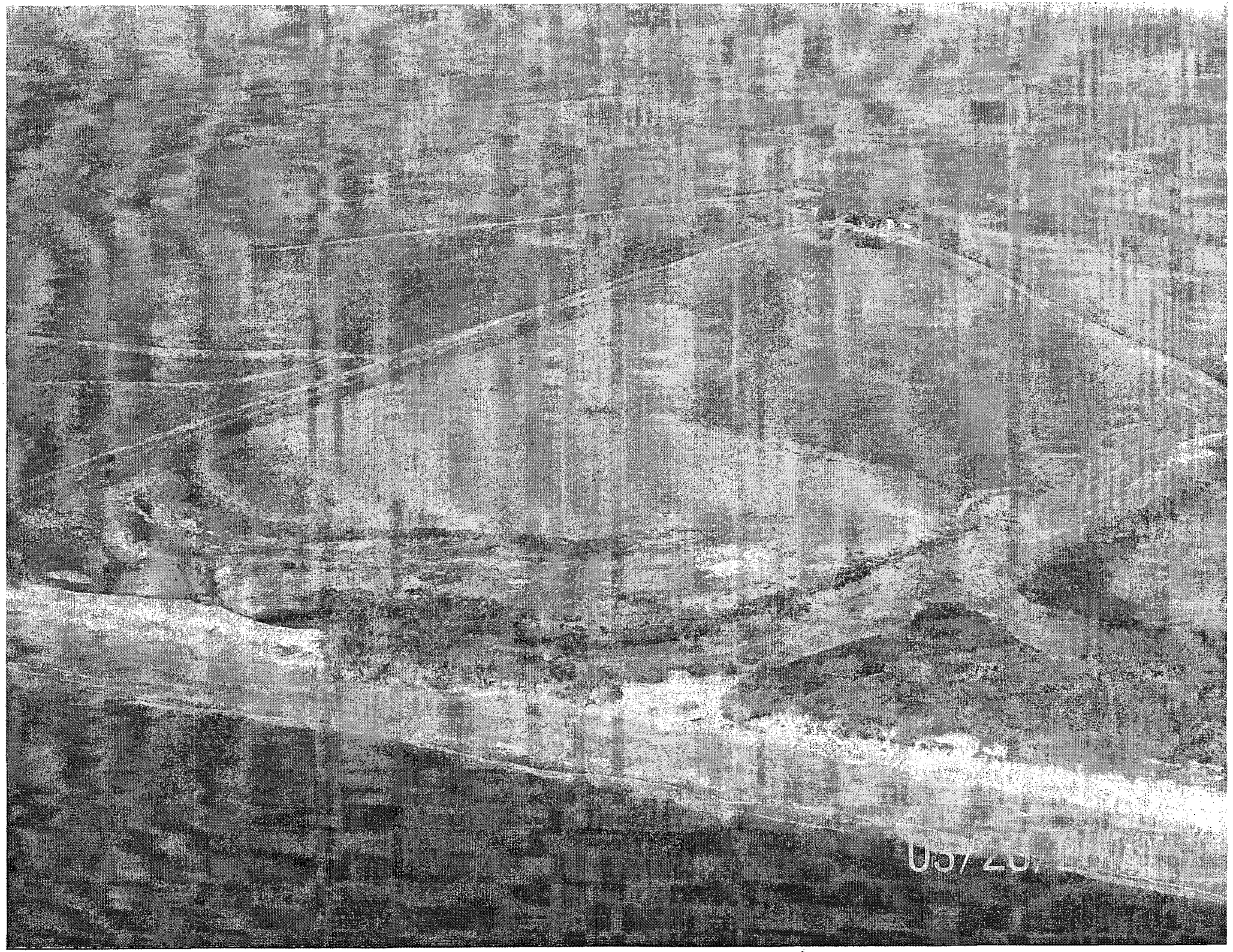

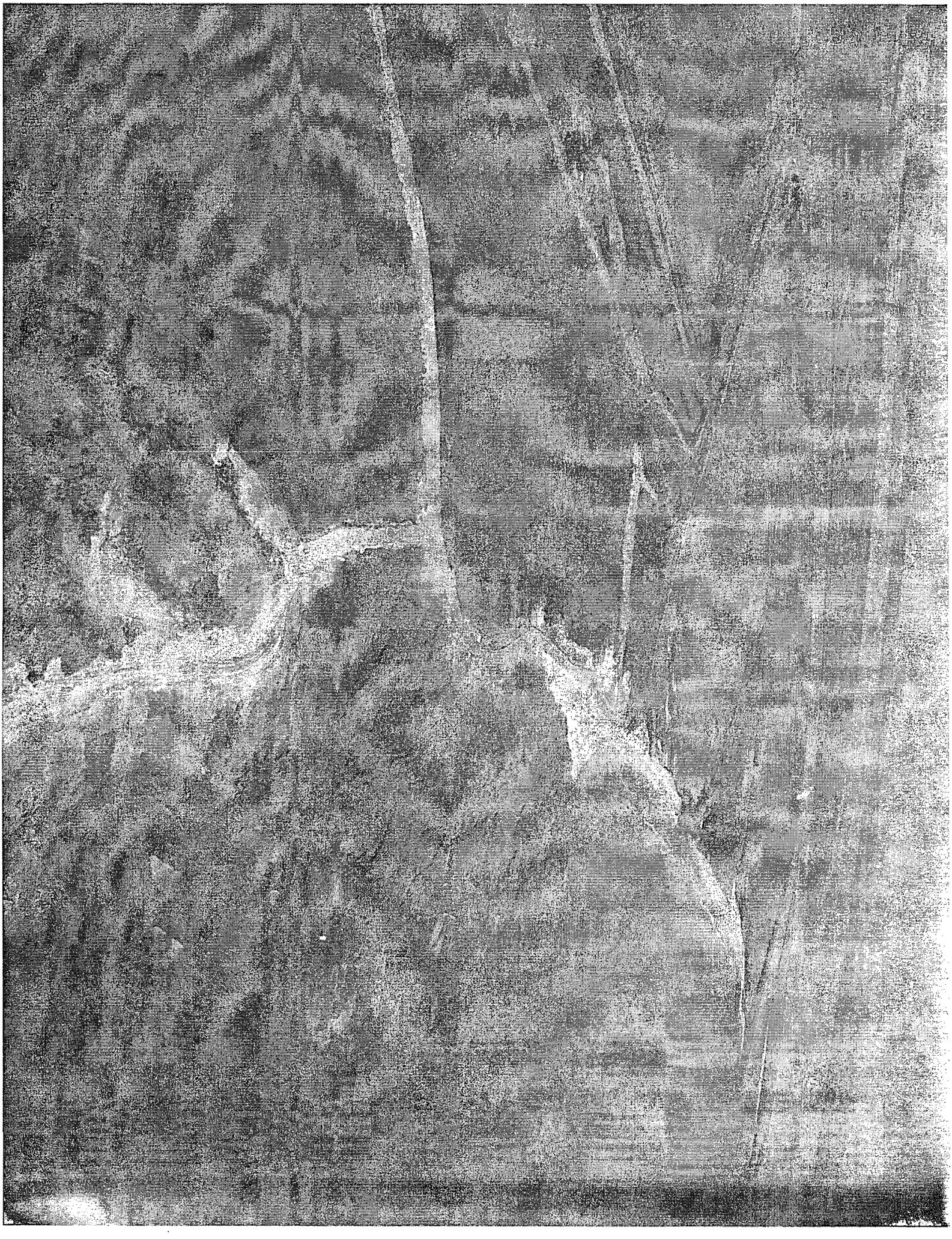

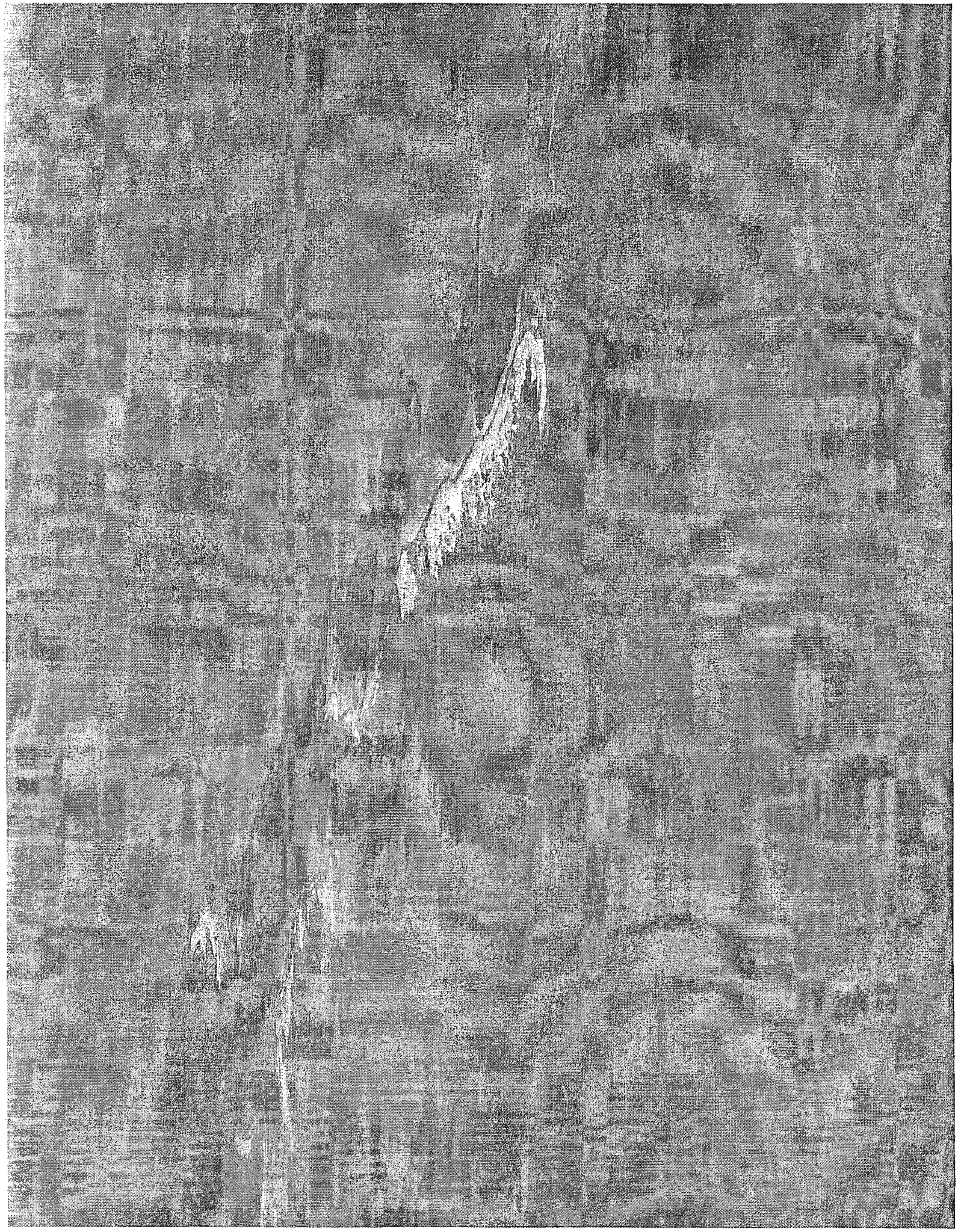

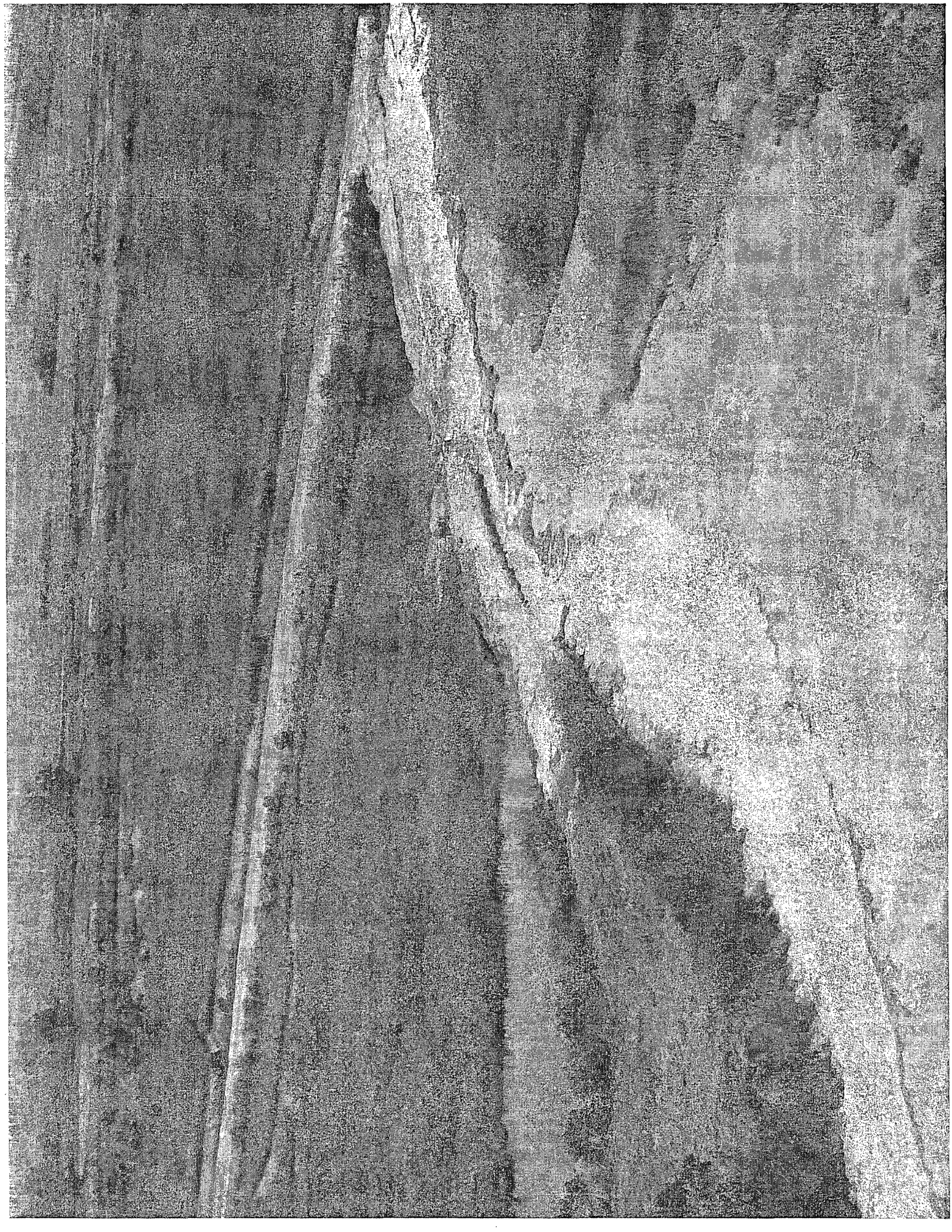

RLC

7 December 2012

U.S. Environmental Protection Agency Region 4
Attn: Mr. Chris Parker
Atlanta Federal Center
61 Forsyth Street
Atlanta, Georgia 30303-8960

RE: Proposed Tidal Marsh & Creek Restoration Plan **RLC Project #12-097**
Raccoon Key, Camden County, Georgia

Dear Mr. Parker;

Please find attached a copy of the restoration plan developed to document activities associated with the removal of fill discharged in two tidal creeks and tidal marsh during construction of approximately 190 feet of dike on Raccoon Key, Camden County, Georgia. The proposed plan will result in the restoration of 0.264 acre of tidal habitat including 0.172 acre of marsh and 0.092 acre of tidal creek as well as re-introduction of tidal flow to a large impoundment area. This restoration plan is independent from plans to develop a mitigation bank on Raccoon Key. The ecological lift associated with this restoration project will be excluded from any mitigation credit calculations. We understand the U.S. Environmental Protection Agency, Region 4, is generally supportive of mitigation bank development on Raccoon Key.

Following review of this package, please do not hesitate to contact us at (912) 443-5896 with any questions or comments.

Sincerely,

Alton Brown, Jr.
Principal
Resource & Land Consultants

install water level logger so that you can show ebb/flow of tide in cell 7 now and not cell 8, then remove and show cell 8 is in fact subject to the ebb/flow

877) 336-1839 call in # 12/12/12. 2:30 - 4:00 pm
9652726 access code
1234 security code

also conduct baseline veg in both cells pre-breach

Raccoon Key
Camden County, Georgia
Proposed Tidal Marsh & Creek Restoration Plan
December 2012
RLC Project #12-097

1.0 Introduction: The following plan has been developed to document activities associated with removal of fill and restoration of two tidal creeks and tidal marsh on Raccoon Key, Camden County, Georgia. This plan was developed in coordination with the U.S. Environmental Protection Agency (EPA) and Georgia Department of Natural Resources-Coastal Resources Division (CRD).

2.0 Site Location & Current Site Conditions: Raccoon Key is located southwest of Jekyll Island and northwest of Cumberland Island within St. Andrews Sound, Camden County, Georgia (Hydrologic Unit Code 03070203) (Figure 1). Raccoon Key is an island bounded to the north by Umbrella Creek, to the west by Dover Creek, and to the east and south by St. Andrews Sound. The island encompasses approximately 1,720 acres including 9 impoundments of various sizes totaling approximately 128 acres and saltwater marsh totaling approximately 1,592 acres (Figure 2).

3.0 History and Project Area: Based on information provided by both EPA and CRD, impacts to waters of the U.S. and coastal marshlands occurred on Raccoon Key between 2007 and 2010. While numerous areas of impact were noted, a recent site visit confirmed that restoration of most of the impacted areas has occurred naturally. However, an area of fill associated with the construction of a dike remains intact. This plan outlines activities associated with removal of the fill material and restoration of habitats impacted during construction of the dike.

The project area associated with this restoration plan is located along the northeastern limits of Impoundment #8 as depicted Figure 2 (Latitude 31.003190 Longitude –81.460688°). Based on 2007 aerial photography, the project area/restoration area contained two tidal creeks and vegetated tidal marsh. Between 2007 and 2008, fill material was discharged within the two tidal creeks and marsh to construct the dike and prevent tidal flow from entering Impoundment #8 (Figure 2).

Resource & Land Consultants (RLC) visited the site on 29 October 2012 to field review the project area. Review of aerial photography and current site conditions observed during the field visit indicate the impact area and proposed restoration area totals an estimated 0.264 acre (Figure 3). The dike installation resulted in both direct and indirect/secondary impacts. The direct impacts included depositing of fill material within 0.172 acre of marsh and 0.092 acre of tidal creek habitat. This direct impact resulted in the immediate loss of tidal creek and tidal marsh habitat within the footprint of the dike. Indirect or secondary impacts associated with the dike construction included prohibition of tidal flow to an estimated 33.6 acres of marsh and 4.1 acres of tidal creek. Since installation of the dike, 37.7 acres within Impoundment #8 have gradually transitioned from a saltwater tidal habitat to a freshwater/brackish habitat.

Table 1. Impact Summary Table.

Habitat	Direct Impacts (Acres)	Direct Impact (Linear Feet)	Indirect/Secondary Impacts (Acres)	Indirect/Secondary Impacts (Linear Feet)
Tidal Creek	0.092	166	> 4.1	> 6000
Marsh	0.172	N/A	29.5	N/A

4.0 Restoration Plan: The goal of this project is to remove fill and restore tidal creek and tidal marsh habitat within the footprint of the impacted areas. These actions are intended to re-establish and sustain the physical, chemical, and biological characteristics that would have been present prior to initiation of fill and installation of the +/- 190 feet dike. The proposed restoration activities will return tide water connectivity, restore the pre-impact degree, duration and periodicity of hydrologic saturation and inundation, and will re-introduce natural tidal marsh vegetation to the footprint of the fill area, as well as Impoundment #8. Drawings depicting the general location and limits of restoration is attached. The following provides a

general description of restoration activities:

5.0 Hydrology Restoration: Hydrology restoration will include excavation of the dike to restore pre-impact elevations within the marsh and creek areas. Complete removal of this section of dike will restore connectivity between areas inside and outside the impoundment. Visual estimations of fill observed during the site visit and available Lidar topographic information indicate that the targeted section of dike is 5 to 8 feet in height, approximately 100 to 190 feet in length and average of 50 feet in width. Final elevations, once the dike is removed, will be approximately 1 foot (NAVD 88) within the restored marsh (matching elevations of adjacent marsh east and west of the project area) and approximately -2 foot (NAVD 88) within the restored creek (matching adjacent elevations of the tidal creeks east and west of the project area). Following completion of the restoration actions, the impacted areas will restore pre-2007 conditions and will be inundated on a regular basis by semi-diurnal tide events.

6.0 Vegetative Restoration: Similar to the hydrology impacts, direct and indirect (secondary) impacts to the vegetative structure occurred within the site as a result of dike construction and installation. Prohibition of tidal flows into Impoundment #8 and salinity changes resulted in a transition of vegetation within the impoundment from saltmarsh species to freshwater/brackish species. Removal of the dike and hydrology restoration actions will enable the impacted area to regenerate with saltmarsh species. The establishment of the desired plant community will occur naturally as existing freshwater and brackish herbaceous vegetation is naturally eradicated by tidal saltwater intrusion. The adjacent saltmarsh will provide the necessary seed source for this vegetative restoration process.

The restoration activities will include the following:

Table 2. Restoration Area Summary Table.

Restored Habitat	Area (acreage)	Length East/West Across Dike (feet)	Length North/South Along Dike (feet)
Tidal Creek 1	0.032	96	13.5 min/16 max
Tidal Creek 2	0.060	70	51 min/29 max
Marsh	0.172	30/80	65 min/145 max
TOTAL	0.264		

7.0 Construction Methods: Standard methods and equipment will be used during the construction phase of the project. Other than excavation of fill material and restoration of tidal marsh and tidal creek elevations, no other land disturbance activities are anticipated (i.e. no site preparation, grading, etc. within the impoundment). The following steps will be implemented during the construction phase.

- Operation of equipment within vegetated marsh will be prohibited during equipment delivery to and from the restoration site access.
- All fill/excavated material removed from the restoration area will be placed on upland areas within the property and stabilized. It is anticipated that this material will be placed immediately adjacent to or near the restoration area and on existing upland dikes.
- As an integral part of this plan, adaptive management will be applied to the construction phase, as necessary, to ensure that the site is suitably restored to pre-impact conditions. This may include field adjusting the size and depth of the restored tidal creeks, modifications to the finish elevations of the marsh area, implementation of additional stabilization measures, etc.
- All areas disturbed during the implementation of the mitigation project will be stabilized to prevent erosion and degradation of the adjacent wetlands and waters. Any additional construction efforts associated with adaptive management will utilize the same control measures.

8.0 Monitoring/Data Collection: Considering the overall goal of the restoration effort, a monitoring plan was developed to document that the fill has been removed and tidal flow has been re-established within Impoundment #8. The following provides an outline of monitoring variables and data collection methods.

8.1 Pre-Restoration Monitoring: Existing conditions will be photographed prior to initiation of the restoration efforts. General width, length and height measurements of the dike will be recorded.

8.2 Restoration Phase Monitoring: Photographs will be taken during the construction phase to document equipment operation, erosion control measures, etc.

8.3 Post-Restoration Monitoring: Two years of post-restoration monitoring will be performed to document the success of the restoration efforts.

Natural regeneration and establishment of tidal marsh vegetation will be documented within the footprint of the restoration area (where fill material was removed and marsh elevations restored). Vegetative monitoring will be completed by establishing 1X1 meter sampling plots every 25 feet along a 100 foot transect along the length of the restored marsh. Within each of the four sampling plots, percent vegetation coverage and species composition will be estimated. Figure 4 depicts the location of the sampling/monitoring plots.

Time lapse photography will be used to document the restoration of hydrology and the ebb/ flow of the semi-diurnal tide events. Two time lapse cameras will be installed, one within Impoundment #8 and one east of and adjacent to Impoundment #8. Each camera will be set to take photographs on 30 minute intervals, for a minimum of three days every six months to demonstrate that the restored portion of Impoundment #8 is receiving tidal flow. One staff gauge/scale bar will be installed within a restored tidal creek and one staff gauge/scale bar will be installed within the restored marsh. The staff gauge will be centered in the camera frame. A 4"x 4" wooden post will be driven into the ground and the camera will be attached to the post. The camera will be positioned on the high ground to prevent equipment loss. A video will be created from the still frame shots taken every 30 minutes to demonstrate tidal movements and document tide water elevations within the tidal creek and marsh.

9.0 Reporting Protocols: Three reports will be submitted to EPA documenting the completion of the construction activities and restoration of tidal areas. The reporting schedule will include preparation and submittal of a construction completion report to be submitted within 60 days of project completion, a Year 1 Status Report to be submitted 12 months from project completion and a Year 2 Status Report to be submitted 24 months from project completion. Each document will include the following:

9.1 Construction Report: The initial report provided to the EPA will document the construction phase of the project and will be submitted within 60 days of completion of the construction activities. This document will provide the following:

- Name of the site.
- Site location and latitude and longitude.
- A summary description of the construction project including: name of parties who participated in the construction activities including owner, agent, engineer, contractor, etc., dates construction activities were initiated and completed, and equipment and materials used during the construction phase.
- As-built exhibits depicting the area of dike removal and final elevations of restoration areas.
- A summary description of monitoring station establishment including number, size, location, etc.
- Photographs documenting the pre-restoration conditions, construction phase (equipment and materials used and site conditions during construction), and post-construction site conditions.
- Maps depicting the location of photographic reference points, sampling data points, and/or other features pertinent to the reporting plan.
- Any other text, maps, photographs, or information necessary to document the construction phase and monitoring station/plot establishment phase of the project.

9.2 Annual Restoration Status Reports: Two annual status reports will be submitted to document the condition of the site and restoration of tidal areas. The first report will be submitted 12 months from restoration completion and the second report will be submitted 24 months from restoration completion.

Annual status reports will include a narrative that provides an overview of site conditions, documents the status of the restoration area, includes appropriate supporting data to assist EPA in determining how the restoration project is progressing. Supporting data will include plans, maps, and photographs to illustrate site conditions.

All monitoring reports will contain the following:

- Name of the site.
- Name of party responsible for conducting the monitoring
- Dates the monitoring commenced and/or was completed.
- Short statement regarding the overall status and performance of the restoration efforts.
- Data documentation for vegetation establishment and time lapse photography documentation for hydrology.
- Photo documentation of the overall site conditions and monitoring station conditions.
- Photo location points identified on the appropriate maps.

10.0 Estimated Project Timeline: The following provides an estimate timeline for the restoration plan.

- July 2013: Initiate restoration activities within 200 days of property acquisition.
- September-October 2013: Submit construction completion report 60 days from restoration completion.
- September-October 2014: Submit restoration status report 12 months from restoration completion.
- September-October 2015: Submit restoration status report 24 months from restoration completion.

11.0 Summary:

In conclusion, this restoration plan has been developed to document activities associated with the removal of fill discharged in two tidal creeks and tidal marsh during construction of approximately 190 feet of dike on Raccoon Key, Camden County Georgia. The proposed plan is expected to result in the restoration of 0.264 acre of tidal habitat including 0.172 acre of marsh and 0.092 acre of tidal creek. In addition, these activities are expected to restore pre-impact tidal flows to Impoundment #8. Following completion of the construction activities, success of the restoration efforts will be documented through annual reports submitted over a two year monitoring period.

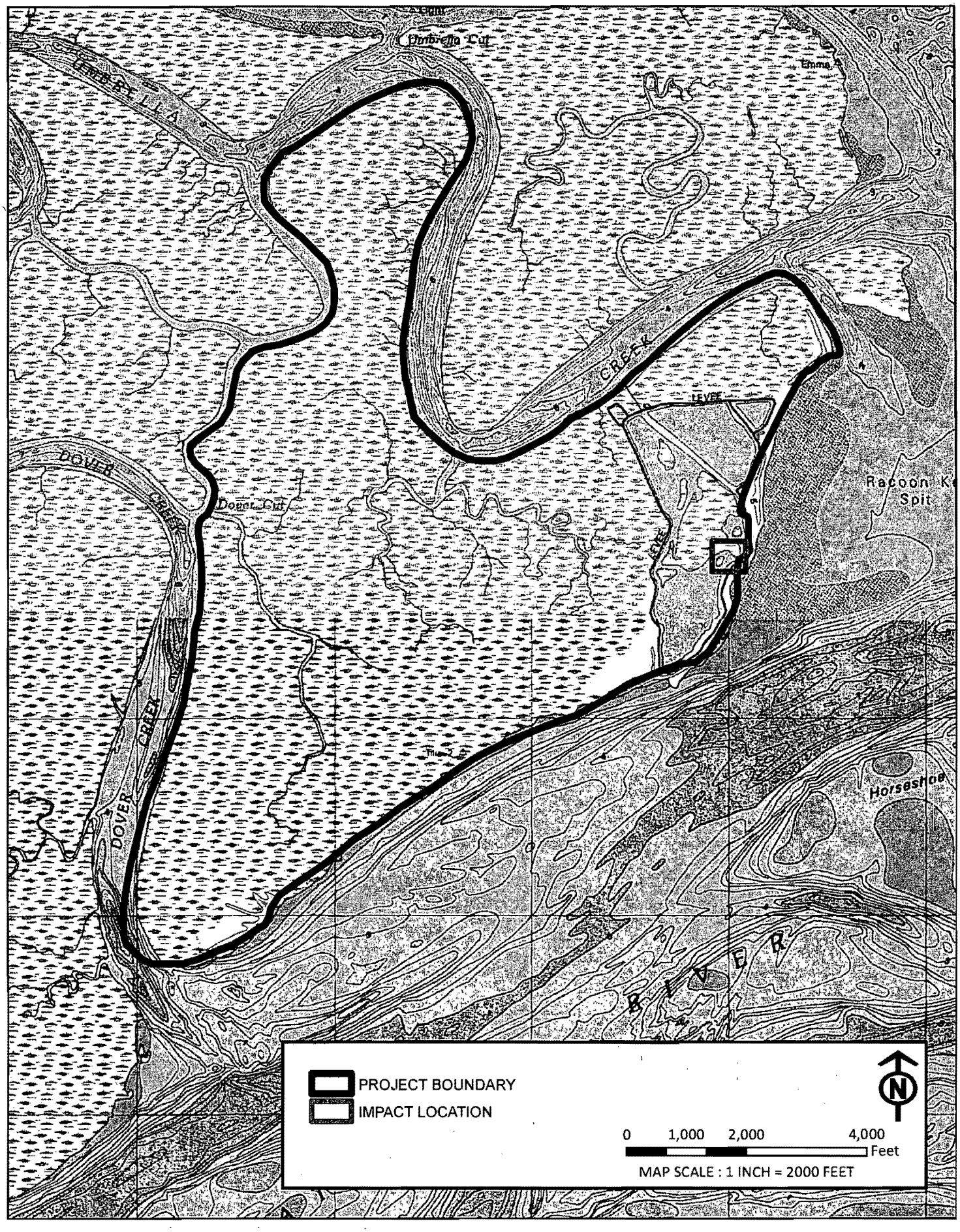

FIGURE 1, USGS TOPOGRAPHIC SURVEY; CUMBERLAND NORTH AND JEKYLL ISLAND QUADRANGLES

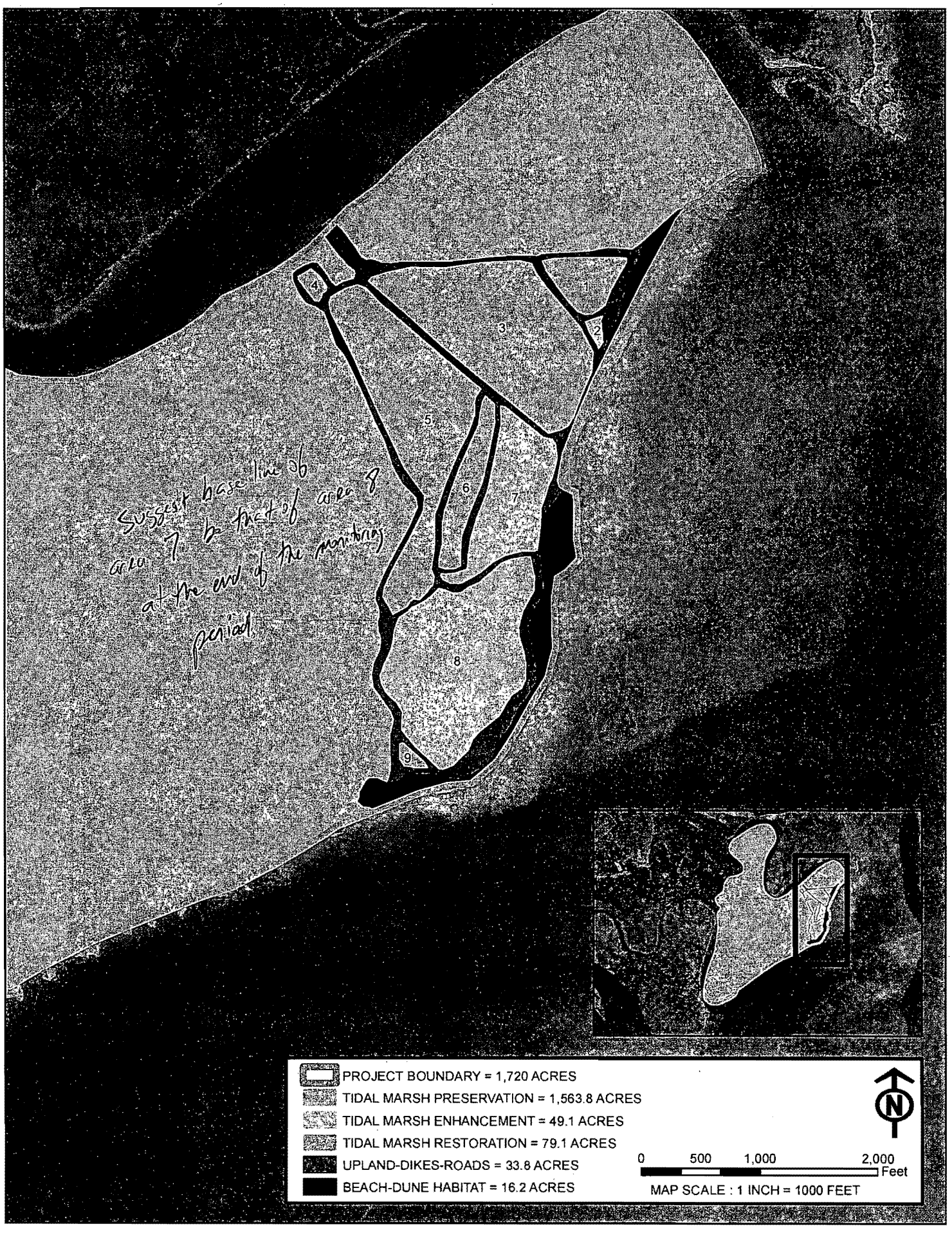

FIGURE 2. IMPOUNDMENT LOCATION MAP

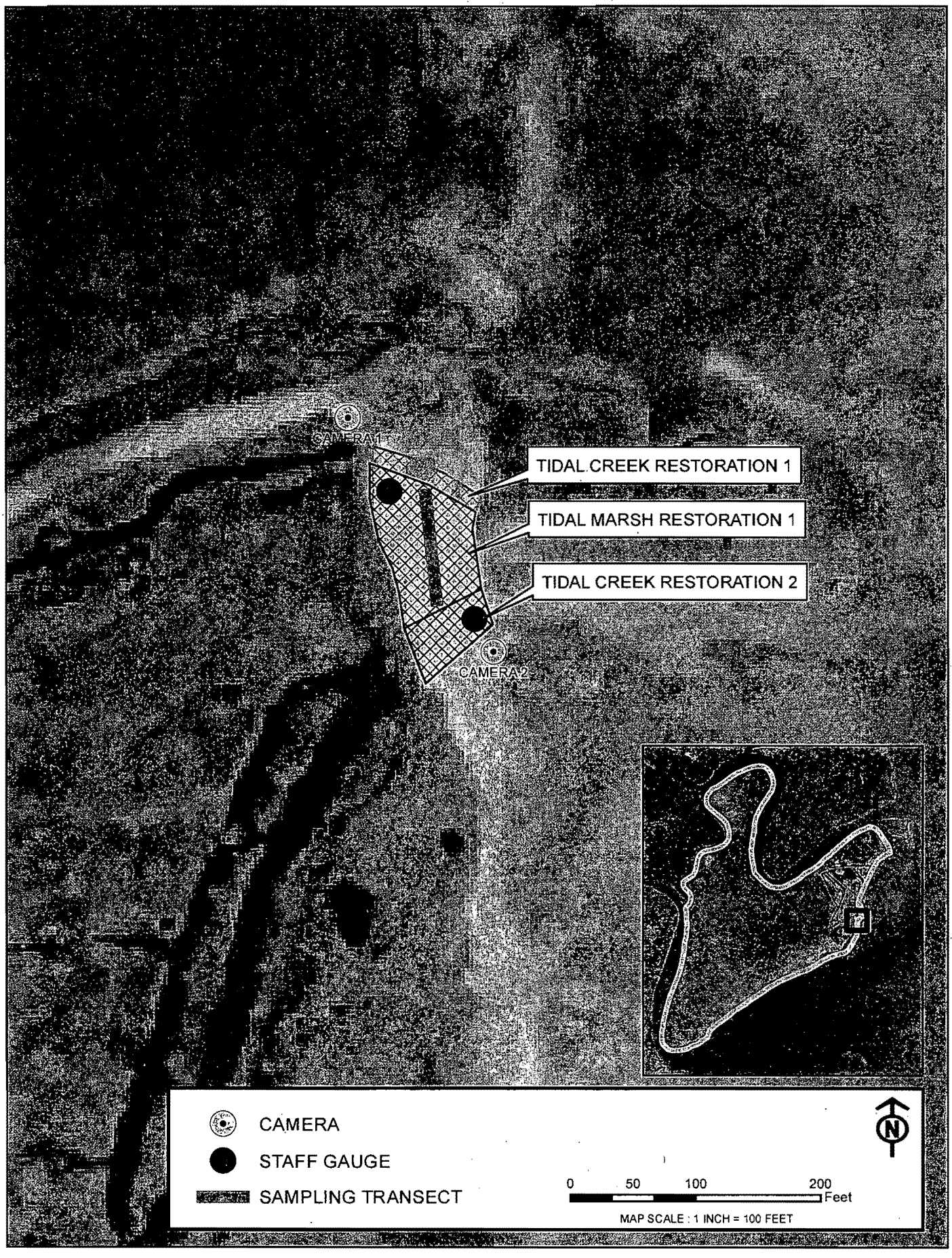

FIGURE 4. RACCOON KEY MONITORING PLAN

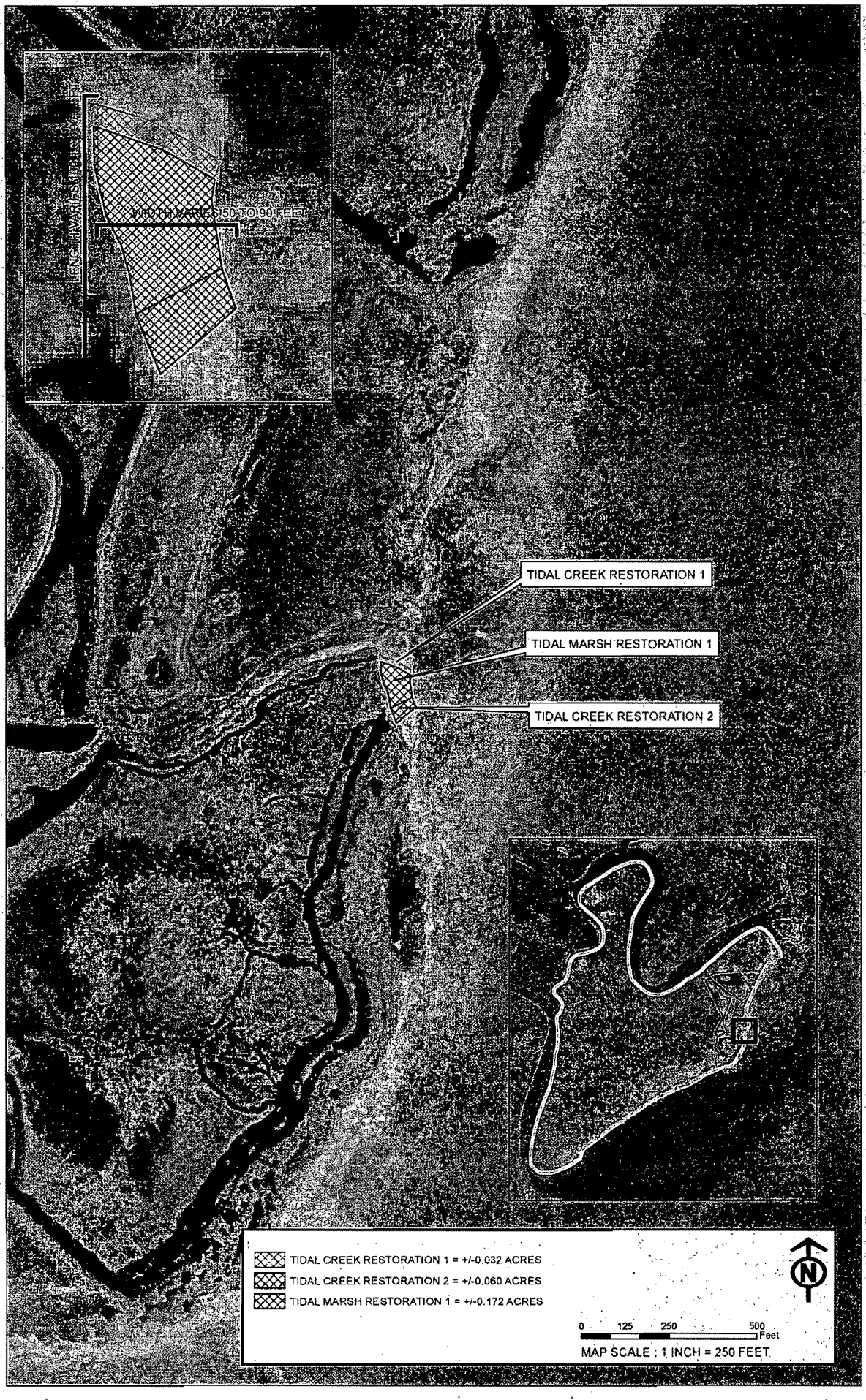

FIGURE 3. RACCOON KEY RESTORATION PLAN

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RACCOON KEY RESTORATION PROJECT

SHEET TITLE:
USGS QUADRANGLE MAP

APPLICANT:
LARRY JORDAN

LOCATION: CAMDEN COUNTY, GEORGIA
DATE: DECEMBER 05, 2012
JOB NUMBER: J - 24252.0000

SHEET: 1 OF 3
SCALE: 1" = 3000'

THOMAS & HUTTON
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Brunswick, GA 31520 • 912.466.0536

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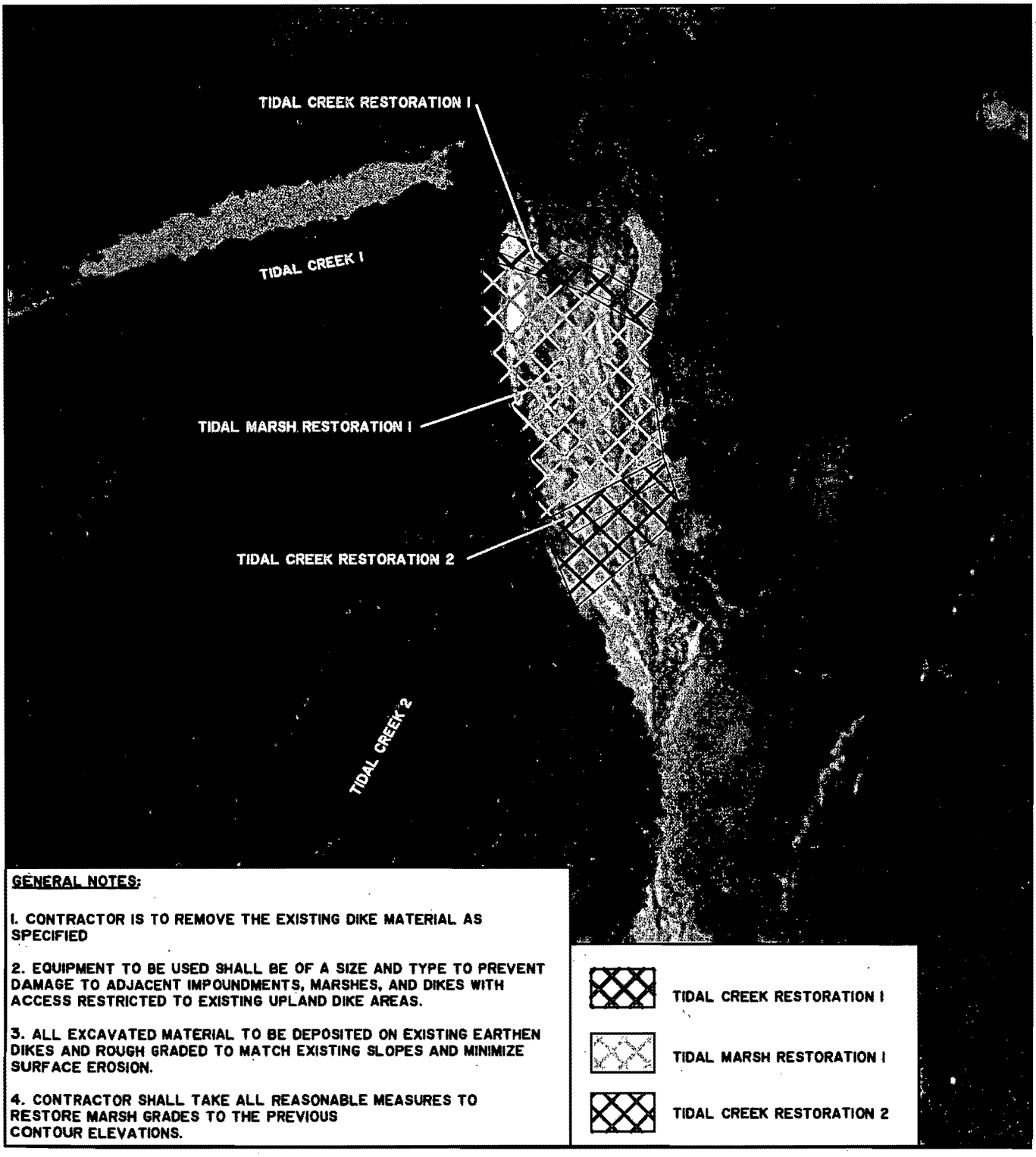

GENERAL NOTES:

1. CONTRACTOR IS TO REMOVE THE EXISTING DIKE MATERIAL AS SPECIFIED

2. EQUIPMENT TO BE USED SHALL BE OF A SIZE AND TYPE TO PREVENT DAMAGE TO ADJACENT IMPOUNDMENTS, MARSHES, AND DIKES WITH ACCESS RESTRICTED TO EXISTING UPLAND DIKE AREAS.

3. ALL EXCAVATED MATERIAL TO BE DEPOSITED ON EXISTING EARTHEN DIKES AND ROUGH GRADED TO MATCH EXISTING SLOPES AND MINIMIZE SURFACE EROSION.

4. CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO RESTORE MARSH GRADES TO THE PREVIOUS CONTOUR ELEVATIONS.

TIDAL CREEK RESTORATION 1

TIDAL MARSH RESTORATION 1

TIDAL CREEK RESTORATION 2

RACCOON KEY RESTORATION PROJECT

SHEET TITLE:

SITE PLAN

CLIENT:

LARRY JORDAN

LOCATION: CAMDEN COUNTY, GEORGIA
DATE: DECEMBER 05, 2012
JOB NUMBER: J - 24252.0000

SHEET: 2 OF 3
SCALE: 1" = 300'

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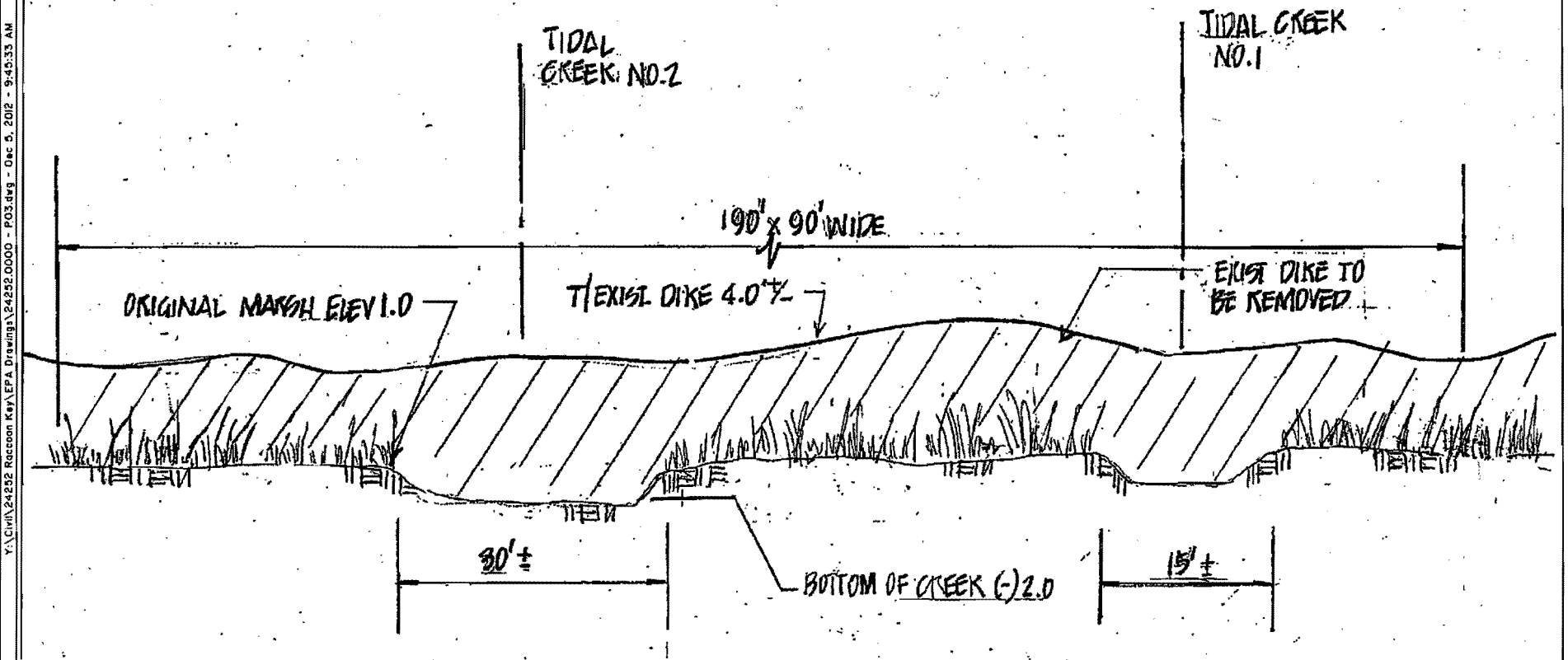

1. Contractor is to remove the existing dike material as specified.
2. Equipment to be used shall be of a size and type to prevent damage to adjacent impoundments, marshes, and dikes with access restricted to existing upland dike areas.
3. All excavated material to be deposited on existing earthen dikes and rough graded to match existing slopes and minimize surface erosion.
4. Contractor shall take all reasonable measures to restore marsh grades to the previous contour elevations.

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Brunswick, GA 31520
p.912.466.0536 f.912.466.0537

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RACCOON KEY

PROPOSED ACTIVITY: RACCOON KEY RESTORATION PROJECT
COUNTY: CAMDEN CO.
APPLICANT: LARRY JORDAN
DATE: DECEMBER 5, 2012
REVISED:

SCALE: NTS

SOURCE: THOMAS & HUTTON ENGINEERING CO.

SHEET 3 of 3

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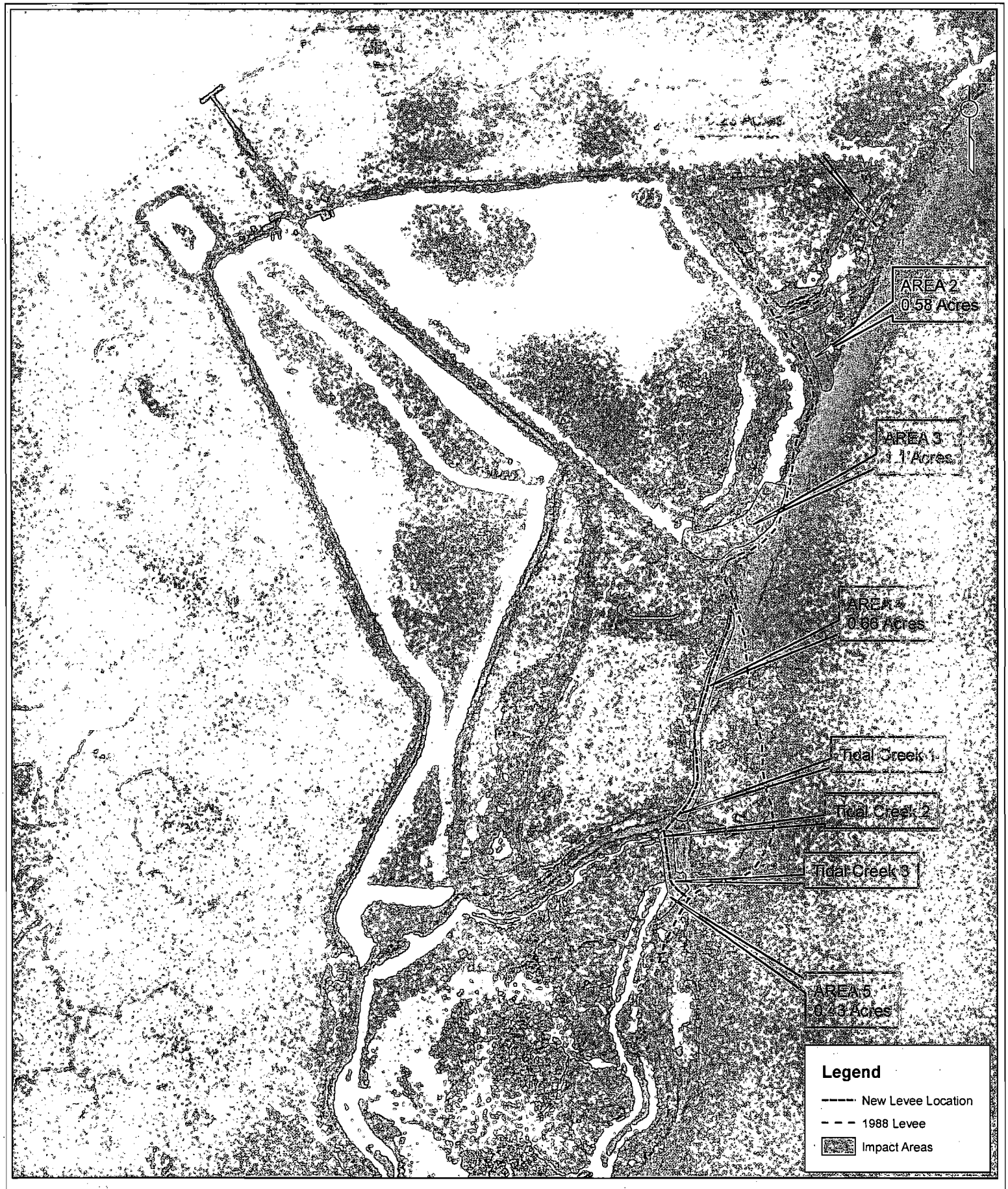

Raccoon Key - Camden County, GA
2010 Aerial Imagery

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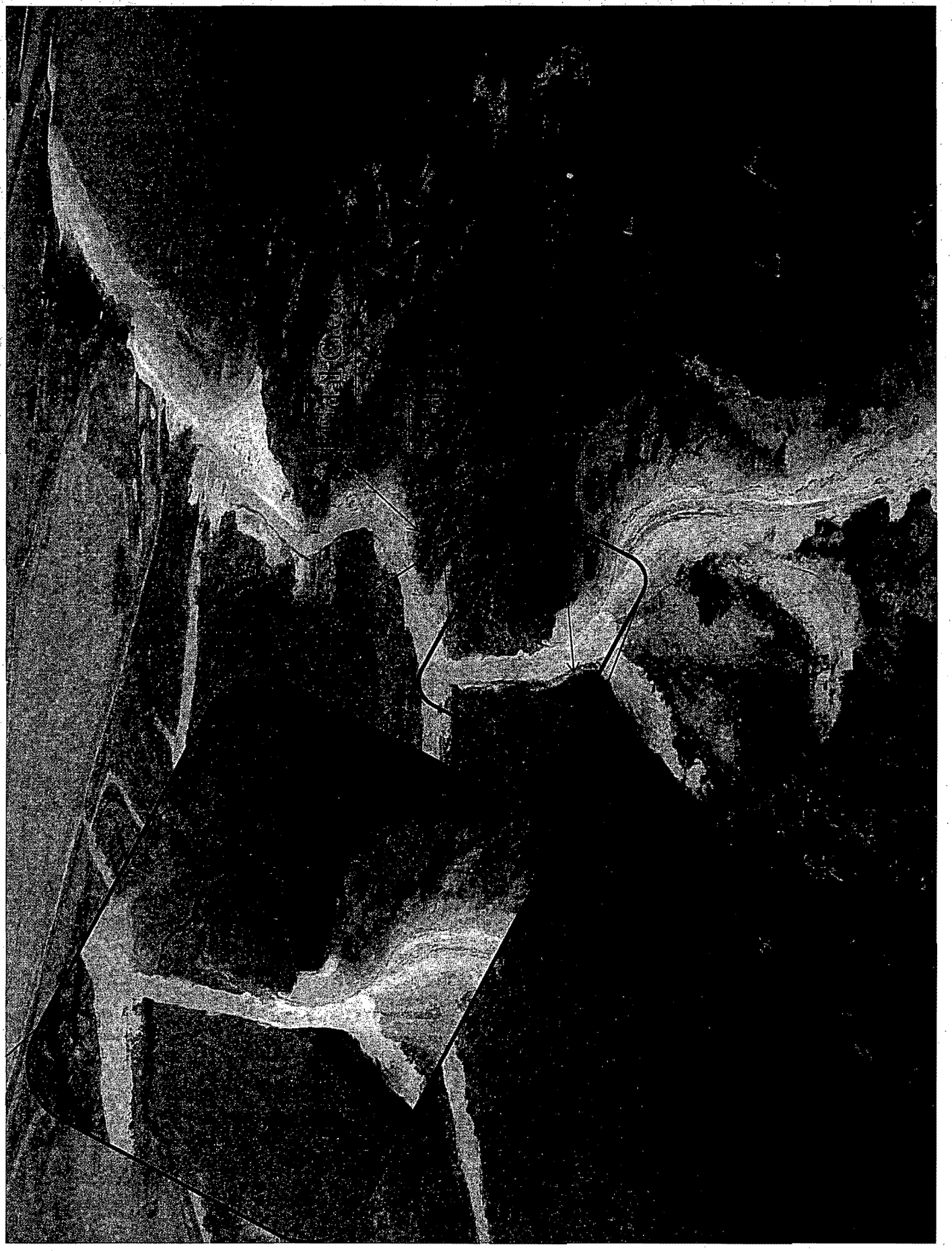

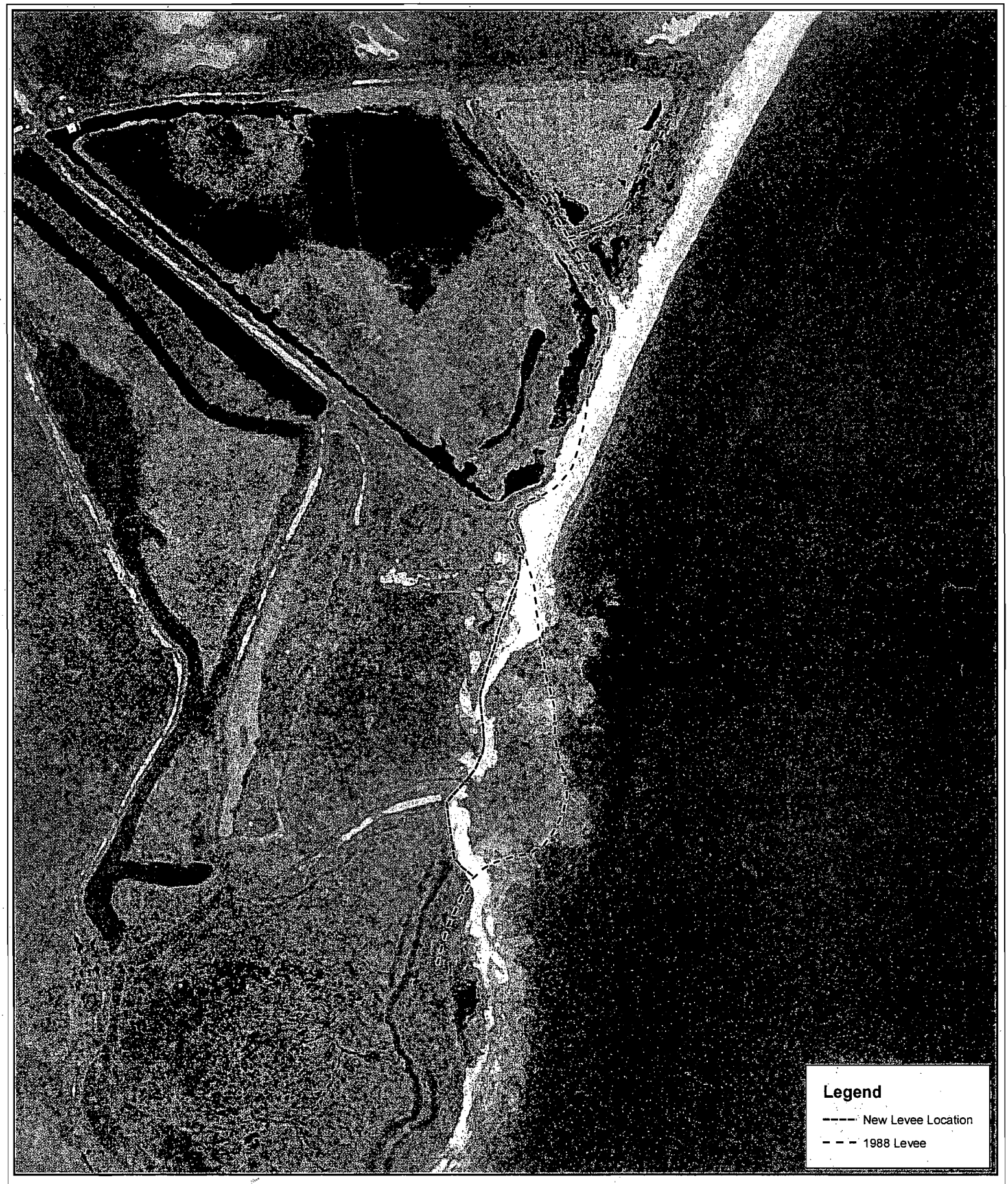

Raccoon Key - Camden County, GA
2009 Aerial Imagery

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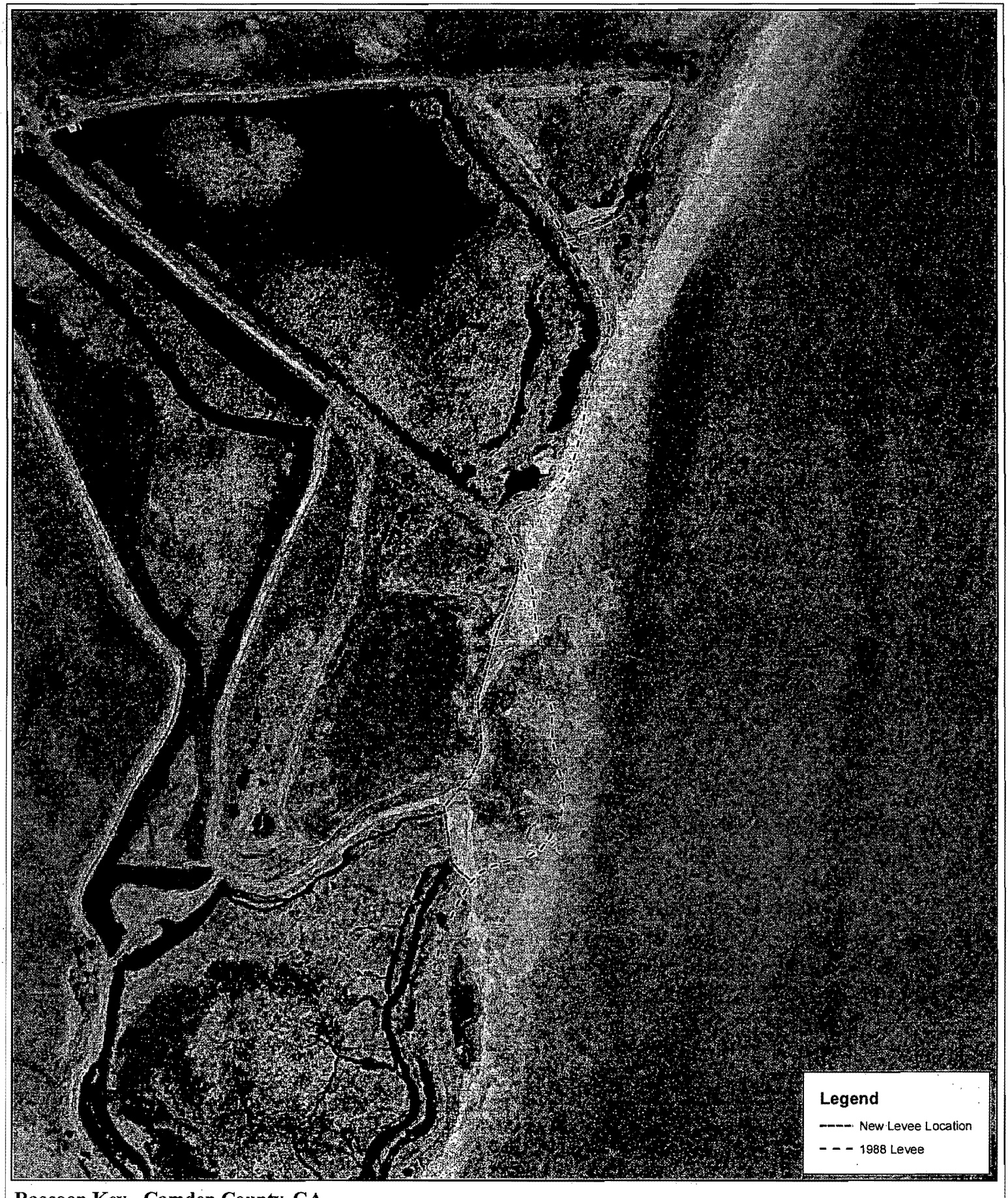
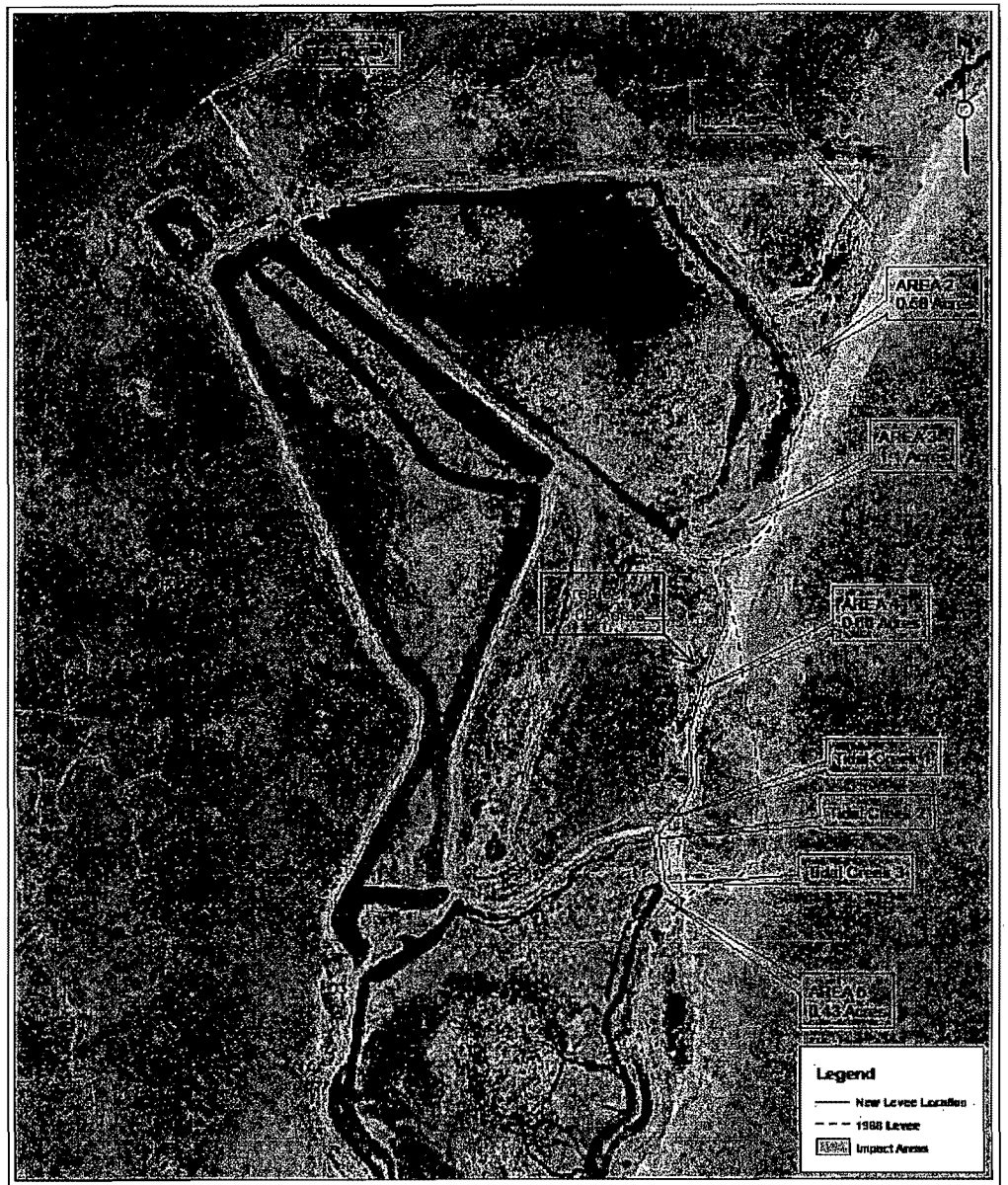


Raccoon Key - Camden County, GA
2010 Aerial Imagery

0 0.05 0.1 0.2 Miles

CORRECTIVE MEASURES

- Reconnect the southern pond to tidal influence by removing fill material in tidal creeks 2 & 3.
- Removal of fill material placed in tidal marsh – Impact Areas 2, 3, 4, 5, and 6.
- Restoration and monitoring of Impact Areas 2, 3, 4, 5, and 6.
- Monitor the continued success of Impact Area 1 (this area has begun to restore itself naturally).



Raccoon Key - Camden County, GA
2010 Aerial Imagery

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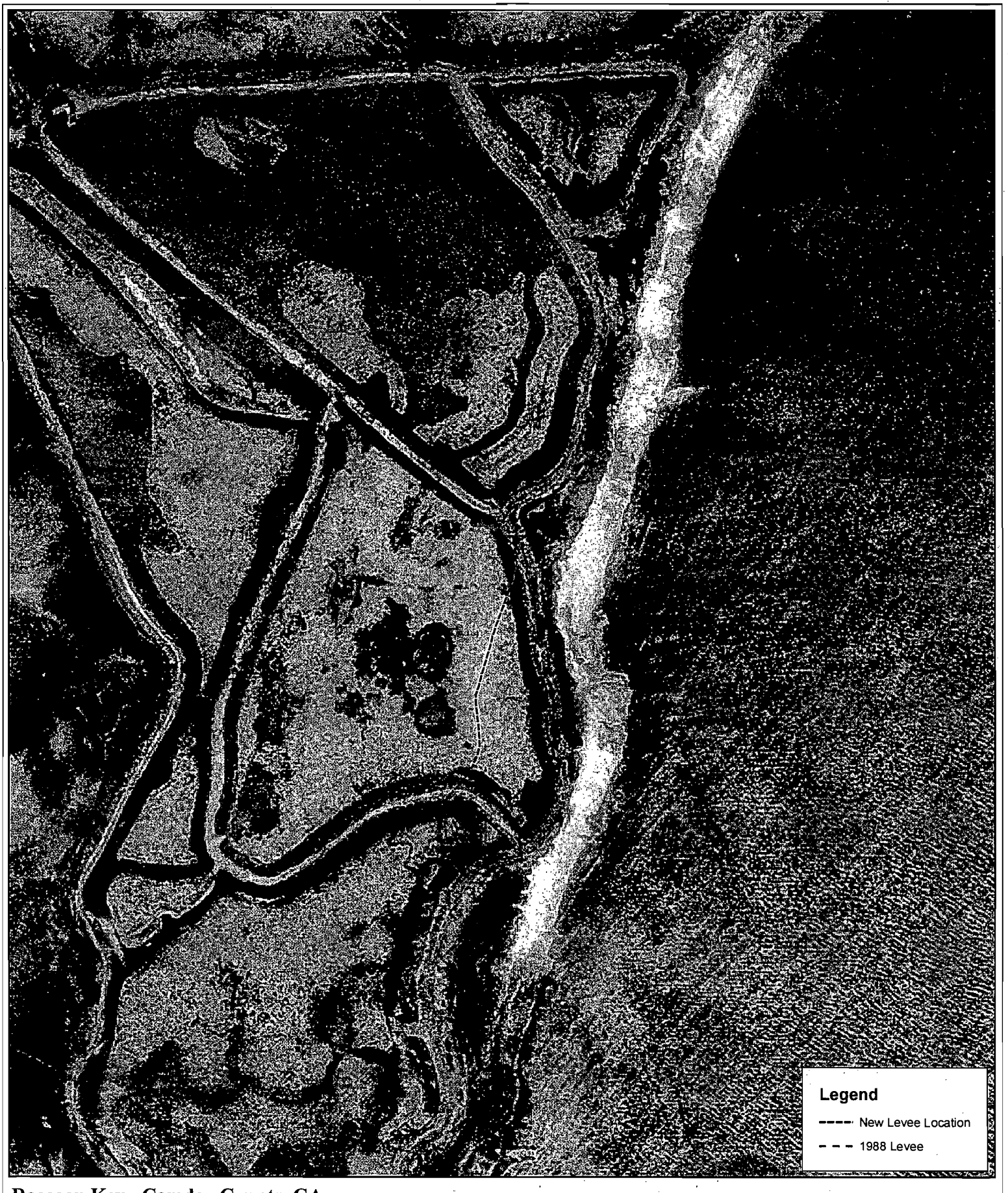
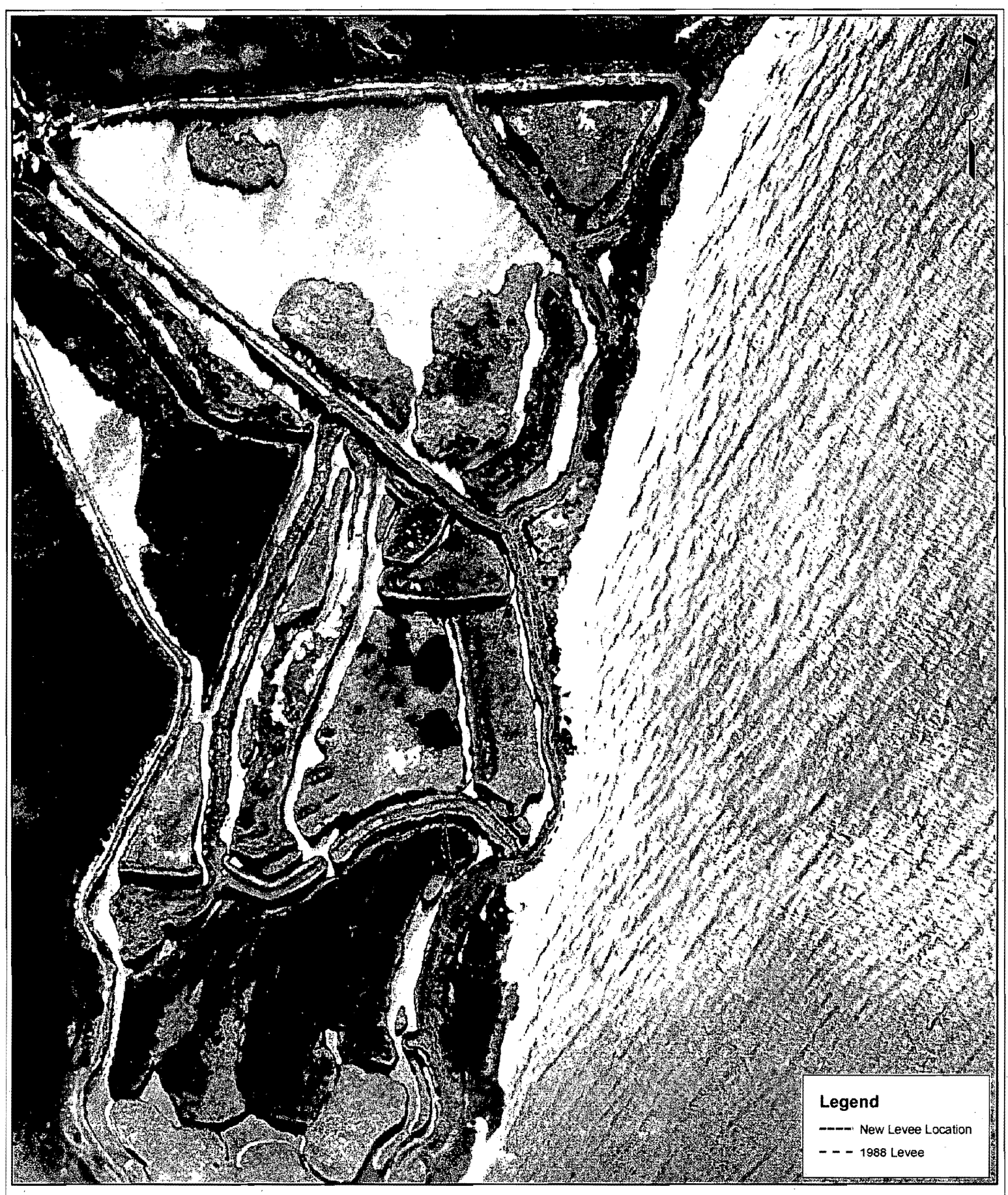


Raccoon Key - Camden County, GA
1988 Aerial Imagery

0 0.05 0.1 0.2 Miles

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY



Raccoon Key - Camden County, GA
1999 Aerial Imagery

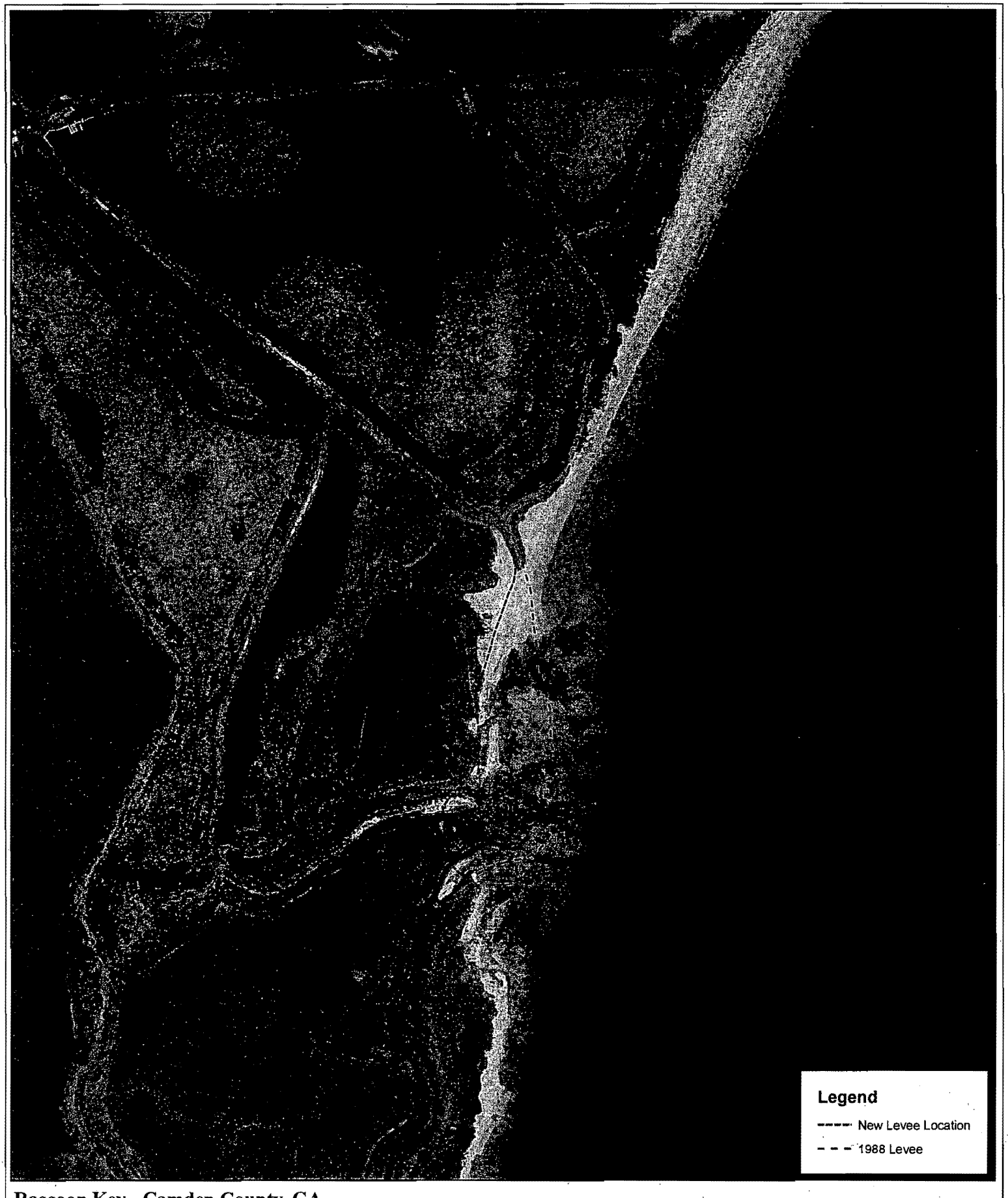
0 0.05 0.1 0.2 Miles

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Raccoon Key - Camden County, GA
2005 Aerial Imagery

0 0.05 0.1 0.2 Miles

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY



Raccoon Key - Camden County, GA
March 2006 Aerial Imagery

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Raccoon Key - Camden County, GA
2007 Aerial Imagery

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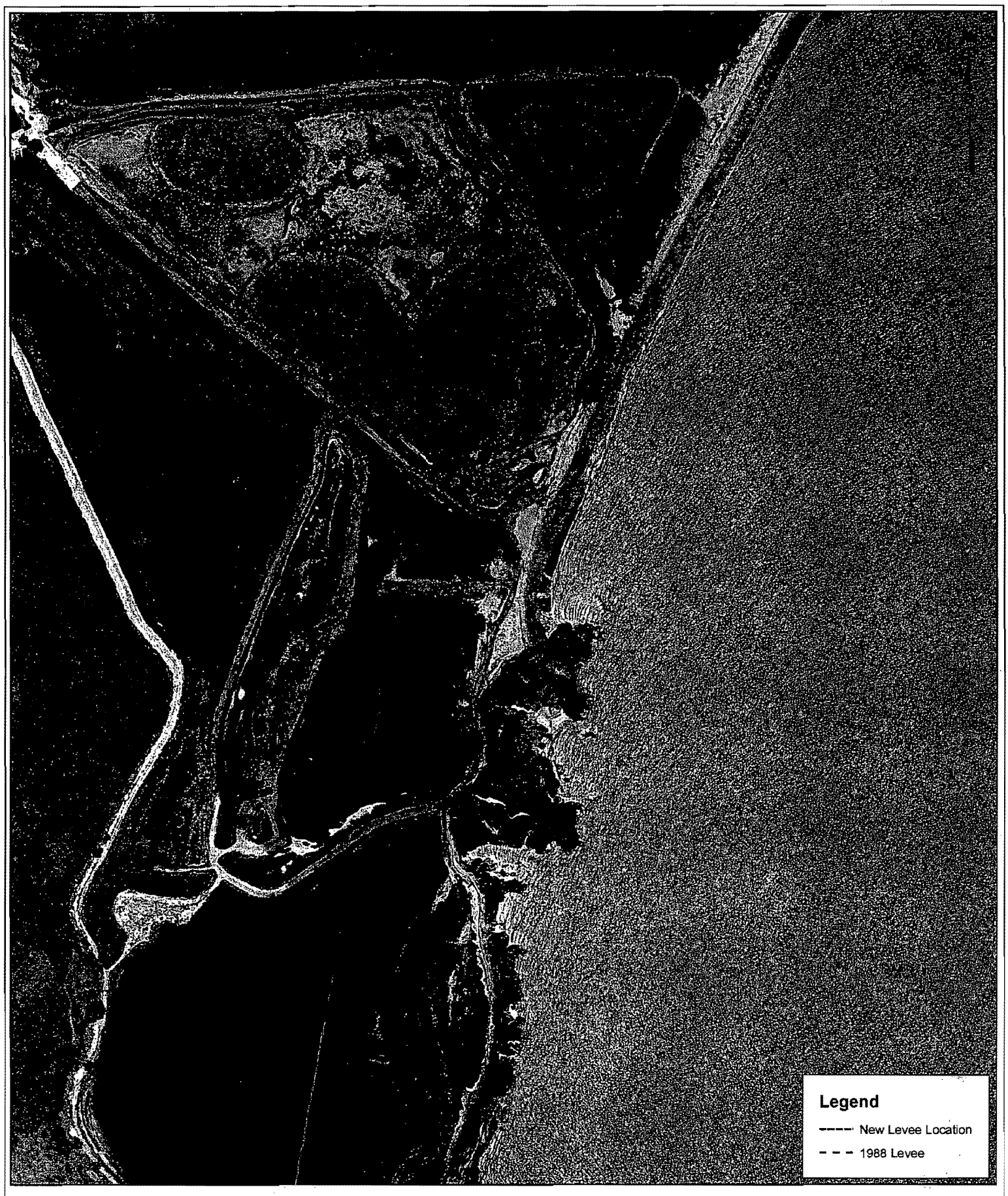

Raccoon Key - Camden County, GA
2008 USGS Aerial Imagery

0 0.05 0.1 0.2 Miles