

**EXHIBIT 2**

**Prepared by and Return to:**

National Park Service at:

**Address of Grantor:**

United States of America  
National Park Service, Interior Region  
South Atlantic-Gulf  
Land Resources Program Center  
100 Alabama Street, S.W., 1924 Building  
Atlanta, GA 30303-8701  
(470) 513-4301

**Address of Grantee:**

The Nancy R. Copp Wilderness Trust

Indexing Instructions : TBD

**QUITCLAIM DEED**  
**WITH**  
**CONSERVATION EASEMENT RESTRICTIONS**

Project: Cumberland Island National  
Seashore

NPS Tract: a portion of CUIS 02-110

THIS QUITCLAIM DEED WITH CONSERVATION EASEMENT RESTRICTIONS (“Deed”), is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **UNITED STATES OF AMERICA**, (“Grantor”), whose address is National Park Service, Interior Region 2, South Atlantic - Gulf, Southeast Region, Land Resources Program Center, 100 Alabama Street S.W., 1924 Building, Atlanta, Georgia 30303, and **Nancy McFadden Cannon and Ledyard H. McFadden, co-trustees (“Grantee”) of the Nancy R. Copp Wilderness Trust, a Tennessee Trust, U/T/A dated November 14, 2008 (“Grantee”)**, whose address is \_\_\_\_\_. Grantor and Grantee are sometimes herein collectively referred to as the “Parties.”

**WITNESSETH:**

The Secretary of the Interior, acting on behalf of Grantor, may accept title to any non-Federal property or interest in property within a System unit or related area under the Secretary’s administration in exchange for any Federally-owned property or interest under the Secretary’s jurisdiction that the Secretary determines is suitable for exchange or other disposal and that is located in the same State as the non-Federal property to be acquired, pursuant to Section 102901(b) of Public Law 113-287 (Dec. 19, 2014; 128 Stat. 3162).

1. Grantor is the owner in fee simple of a tract of land within Cumberland Island National Seashore (“Park”) containing a total of 1,018.31 acres, more or less, located in Camden County, Georgia, designated as NPS CUGA Tract 02-110 which includes approximately 20 acres

which are more particularly described on **Exhibit A** attached hereto and made a part hereof and identified herein as the “Property”;

Grantee is the owner in fee simple of the tract of land within Cumberland Island National Seashore containing a total of 10.04 acres, more or less, located in Camden County, Georgia, identified as NPS Tract 02-120.

Grantor and Grantee have agreed to exchange a certain interest in the tracts of land identified above by an Exchange Agreement signed \_\_\_\_\_.

(Insert Paragraph for any cash equalization if any)

2. Grantor and Grantee recognize the Conservation Values (as that term is defined on **Exhibit B** of this Deed) and the significance of the Property and have the common purpose of conserving and preserving the Property;

3. Grantor and Grantee desire to protect, preserve and conserve the Property in perpetuity for the benefit of the public;

4. Grantor would not be willing to convey the Property to Grantee without the preservation and conservation terms, covenants, conditions, and restrictions set forth on **Exhibit B**, attached hereto and made a part hereof (hereinafter collectively referred to as the “Restrictions”);

5. The Restrictions in favor of the United States of America as Grantor will be held for the benefit of the public in perpetuity and will assist in preserving and maintaining the Property and its Conservation Values;

6. The reservation by Grantor of the Restrictions is intended to provide Grantee with the terms and conditions required to ensure the proper care and management of the Property;

7. To that end, Grantor desires to convey to Grantee, and Grantee desires to accept from Grantor, the Property subject to the perpetual Restrictions set forth on **Exhibit B**;

NOW, THEREFORE, in consideration of the real property interests in Tract 02-120 being conveyed by Grantee to Grantor by a general warranty deed to be recorded herewith and the sum of \_\_\_\_\_, in hand paid, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby remise, convey and quitclaim unto Grantee forever all the right, title, interest and claim, except those as specifically reserved herein, which Grantor has in and to the following land situate, lying and being in Camden County, Georgia, described more specifically on **Exhibit A**, attached hereto.

Together with the nonexclusive ingress/egress easements across the existing roadways (primitive) referred to as Old House Road to extend from the Property to the current Main Road, as depicted on **Exhibit D** attached hereto. This grant of access easements does not include any right to

maintain, repair, or alter the roadway surface of Old House Road, which actions are prohibited.

TO HAVE AND TO HOLD the premises, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the proper use and benefit of Grantee, its successors and assigns forever.

SUBJECT, HOWEVER, to the Restrictions set forth on **Exhibit B** attached hereto and made a part hereof.

ALSO SUBJECT, to existing easements of record for public roads and highways, public utilities, railroads, and pipelines, canals, and ditches.

ALSO SUBJECT, to the reservation and exception of the mineral rights of whatever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel in, on under and that may be produced from the land, together with all rights, privileges, and immunities relating thereto.

ALSO SUBJECT, to the reservation of a non-exclusive ingress/egress easement over all portions of Old House Road as it crosses the Property for the purpose of providing access to the Grantor between nearby properties owned by Grantor and also for the purpose of providing access to other properties within Tract 02-110 which may be conveyed to private owners.

By executing this Deed, Grantee hereby accepts the Restrictions and reservations on the Property from Grantor and covenants and agrees to abide by the Restrictions contained in this Deed. Grantee acknowledges, understands, and agrees that Grantor and Grantee intend for the Restrictions contained in this deed to create a conservation easement under the Georgia Uniform Conservation Easement Act, Georgia Code Title 44, Chapter 10, § 44-10-1 et. seq.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the Grantor has caused its duly authorized representative to sign, under seal, on the day, month and year as notarized below.

**GRANTOR:**

**UNITED STATES OF AMERICA**

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_  
Darrell L. Echos,  
Acting Regional Director  
Lands Resources Program Center  
Interior Region 2, South Atlantic-Gulf  
National Park Service  
U.S. Department of Interior

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

State of Georgia

County of \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, by Darrol L. Echos,

\_\_\_\_ Personally Known

\_\_\_\_ Produced Identification

Type and # of ID \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Name of Notary Typed, Stamped, or Printed)

Notary Public, State of Georgia

**IN WITNESS WHEREOF**, the Grantees have signed, under seal, on the day, month and year as notarized below.

**GRANTEES:**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Nancy McFadden Cannon, co-trustee of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Ledyard H. McFadden, co-trustee of

\_\_\_\_\_  
Witness

The Nancy R. Copp Wilderness Trust, a  
Tennessee Trust, U/T/A dated November 14,  
2008

State of Georgia  
County of \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Nancy McFadden Cannon and Ledyard H. McFadden, both as co-trustees of  
The Nancy R. Copp Wilderness Trust.

\_\_\_\_ Personally Known  
\_\_\_\_ Produced Identification

Type and # of ID \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Name of Notary Typed, Stamped, or Printed)  
Notary Public, State of Georgia

**EXHIBIT A**

Legal description of the Property Being Conveyed

**THIS EXHIBIT WILL CONTAIN A LEGAL DESCRIPTION OF THE PROPERTY WHICH  
WILL BE SURVEYED PRIOR TO CLOSING**

## **EXHIBIT B**

### **RESTRICTIONS**

#### **PURPOSE**

It is the purpose of these Restrictions, in accordance with the provisions of Public Law 92-536 (Oct. 23, 1972; 86 Stat. 1066), as amended, to preserve and protect, in perpetuity, the historic, natural, relatively undeveloped, cultural resources and values, including ecological, scientific, historic, scenic and archaeological resources, the wildlife habitat, including wetlands and shore dwelling flora and fauna, and the substantially forested and marshland character of the Property, (hereinafter collectively referred to as the "Conservation Values"); to reserve to the Grantor the right to steward and enforce the Restrictions set forth herein; and to allow the Grantee limited conservation, recreational, and residential use and enjoyment of the Property in accordance with the terms and conditions set forth below, and for purposes consistent with the provisions of the National Park Service Organic Act, 54 U.S.C. § 100101 *et seq.*, the National Historic Preservation Act, 54 U.S.C. § 300101 *et seq.*, as amended ("NHPA"), the Archaeological Resources Protection Act, 16 U.S.C. § 470aa *et seq.*, as amended ("ARPA"), the National Environmental Policy Act, 42 U.S.C. § 4321 *et seq.*, as amended ("NEPA"), the Native American Graves Protection and Repatriation Act, 25 U.S.C. § 3001 *et seq.*, as amended ("NAGPRA"), the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, as amended ("CWA"), the Land and Water Conservation Fund Act, 54 U.S.C. §§ 200301 *et seq.*, as amended ("LWCFA"); and the Act to establish the Cumberland Island National Seashore, 16 U.S.C. §459i *et seq.*, as amended. The Restrictions included herein are intended to prevent uses of the Property, which if allowed to occur, could have as their individual and cumulative effect, an adverse impact on the Conservation Values of the Property. The Restrictions included herein are intended to provide a significant public benefit by protecting and preserving the Conservation Values in perpetuity. Grantor and Grantee intend for these Restrictions to create a Conservation Easement under the Georgia Uniform Conservation Easement Act, Georgia Code Title 44, Chapter 10, § 44-10-1 *et seq.*

Whenever used in this Deed, the term "GRANTOR," shall mean the United States of America, its representatives and assigns as the holder of these Restrictions; and the term "GRANTEE," and any pronouns used in place thereof, shall mean and include the above named GRANTEE and its personal representatives, executors, successors, assigns, and all persons hereafter claiming by, under, through said GRANTEE, whether or not such persons signed this Deed or had an interest in the herein conveyed property on the execution date of this Deed.

These Restrictions herein reserved unto Grantor are to be and do constitute a servitude in perpetuity upon the Property being conveyed to Grantee as follows:

#### **1. LAND USE AND SUBDIVISION**

A. **Permitted Land Uses.** The Property may be used only for conservation, low impact outdoor recreation that is consistent with the Conservation Values of the Property and for limited, non-commercial, non-industrial single family residential uses as more particularly described in these Restrictions and for no other uses or purposes.

B. **Land Use Areas.** For purposes of this Deed including the Restrictions, the Property shall be treated as two (2) distinct land use areas: the “Conservation Land” and the “Potential Building Area” as further described below:

The Conservation Land consists of 80% of the gross area of the Property as depicted or legally described on **Exhibit C** attached hereto and made a part hereof. The Conservation Land may only be used for conservation and non-commercial, non-industrial, low impact outdoor recreation that is consistent with the Conservation Values, as more particularly provided in these Restrictions and for no other uses or purposes.

The Potential Building Area consists of 20% of the gross area of the Property as depicted or legally described on **Exhibit C** attached hereto and made a part hereof. The Potential Building Area may be used only for non-commercial, non-industrial, low impact outdoor recreational use and limited single family residential use, as more particularly described in these Restrictions and for no other uses or purposes. It shall not be used for any commercial, industrial, mining or similar use or for the accommodation of any paying guests for a period of less than 90 days (i.e. over night, short term, etc.). Except as otherwise expressly provided for in these Restrictions, all Structures (as hereinafter defined), utilities and roadways, are to be located within the Potential Building Area and are prohibited in the Conservation Land portion.

C. **Further Divisions or Subdivisions of the Property.** Except for sales to Grantor or a non-profit partner designated by Grantor, the Property (including both the Conservation Land and the Potential Building Area) conveyed by this Quit Claim Deed must remain intact as a single parcel of land and shall not be divided, subdivided, or partitioned.

Moreover, the Property conveyed by this Deed, or any portion thereof shall not be included as part of a gross tract area of land not subject to these Restrictions for the purposes of determining density, lot coverage, or undeveloped land requirements under Local Laws (as defined in this Deed) or any other laws, regulations or ordinances, controlling land use and building density otherwise applicable to the Property.

D. **General Prohibitions.**

1. Except for the roads currently existing as of the date of this Deed consisting of (number) \_\_ road(s) as described in the Baseline Documentation defined in Section 8 and except for the process described in Paragraph 2 of this Section D immediately below, no Structures or other improvements of any kind, underground utility lines or utility poles, roadways, driveways, or other impervious surfaces are to be placed within the boundaries of the Conservation Land.

2. The construction of any telephone line, telegraph line, power line, or

public or private utilities upon, across, through, over or under the Conservation Land is prohibited except in accordance with: (i) any rights Grantee, as successor in interest to Grantor, may have pursuant to utility easements that affect the Conservation Land and were recorded in the land records of Camden County, Georgia prior to the date of this Deed; or (ii) the provisions of a valid permit, contract, or other written agreement with Grantor separate and apart from this Deed including these Restrictions. It is the intent of this provision to reserve unto Grantor, the United States of America, such an interest in the Property as is sufficient to prohibit the exercise of the power of eminent domain by public utility companies without the express written permission of the Secretary of the Interior of Grantor or duly authorized designee. Upon approval of a permit by a public utility company and/or any other authority with jurisdiction over the permitting, approval, and installation of utilities, Grantee shall notify Grantor, in writing, of said permit and utility work, whether new or existing, so that Grantor can determine if the utility work and/or location will adversely impact any Grantor owned property or resources.

3. Professional, industrial, or commercial activities of every kind are prohibited within the boundaries of the Property.

4. No signs, billboards or other advertisements of any kind shall be displayed or placed within the boundaries of the Conservation Land. Signs, billboards, or other advertisements within the Potential Building Area shall be subject to regulation by the Camden County, Georgia Unified Development Code, Camden County Building Code, Camden County Health Code and other applicable state and local laws, rules, regulations, and ordinances as may be in effect and amended from time to time (collectively, “**Local Laws**”).

## 2. STRUCTURES

A. Within the boundaries of the Potential Building Area as depicted or legally described on **Exhibit C**, the Parties mutually agree Grantee may construct and maintain a maximum of two (2) single-family residences, together with ancillary Structures and a total of one access road to Old House Road. The Footprint of each single-family residence shall not exceed 15,000 sq. ft. The term “Footprint” for the purpose of these Restrictions is defined as the area occupied by a Structure (as defined below) calculated on the basis of the outermost perimeter walls of the Structure, whether at ground level or higher, and includes area occupied by associated, attached or proximate roofed or unroofed structural components, such as eaves, porches, carports, decks, stairs, and paved walkways.

B. Except to the extent these Restrictions impose a more stringent standard, Structures (as hereinafter defined) within the 20% Potential Building Area may be constructed, maintained, repaired, and replaced in compliance and conformity with Local Laws. For purposes of these Restrictions, a “Structure” means anything constructed or erected, the use of which requires a location on the ground or attached to something having a location on the ground, including but not necessarily limited to, signs, buildings, parking lots, patios, pools, decks, well houses and canopies.

For purposes of these Restrictions, no Structure shall exceed a height of thirty-five (35) feet. For purposes of these Restrictions, "Height" is defined as the vertical distance from the average natural grade of the Structure footprint or from the base flood elevation established by the Federal Emergency Management Agency, whichever is higher above mean sea level, to the highest point of the Structure. "Height" shall not include chimneys integrated as part of a Structure.

Television, radio and telecommunications towers, and wind turbines are specifically prohibited on the Property. Antennae exceeding thirty-five (35) feet in height are specifically prohibited. Open array or ground mounted solar panels are expressly prohibited. All other solar panels shall: (i) be confined to home or ancillary Structure roofs; (ii) be constructed in areas shielded from public view; and (iii) not exceed the Height limit of this Section 2B described above.

**3. SURFACE ALTERATIONS:**

A. No ground disturbing activities are permitted within the Conservation Land.

B. No fill may be placed within the Conservation Land without prior written permission of the Superintendent.

**4. VEGETATION MANAGEMENT:**

A. The cutting, trimming or removal of any tree, plant, shrub, or other vegetation within the Conservation Land is prohibited without the prior written permission of the Superintendent, Cumberland Island National Seashore. Notwithstanding the foregoing general prohibition, Grantee need not obtain permission to remove dead, diseased or injured trees when such removal is affected in a manner so as to avoid ground disturbance at the base of the tree, including, but not limited to stump removal, stump grinding or the uprooting of any tree.

B. Firewood. Notwithstanding the foregoing, Grantee may collect firewood from the Conservation Land provided that said firewood is already on the ground or a dead, diseased, or injured tree permitted to be removed pursuant to Section A directly above. All firewood collected from the Conservation Land shall be collected and used in accordance and compliance with the terms of the Cumberland Island National Seashore Superintendent's Compendium as such Compendium may be revised and amended from time to time.

**5. WATER PROTECTION AND WASTE DISPOSAL:**

In order to assure the preservation of the Conservation Values of the Property, the following specific restrictions, subject to any more restrictive Local Laws or federal laws and regulations, are imposed on the Property herein conveyed:

A. Riparian Buffer. Grantee acknowledges and agrees that it shall comply with all Local Laws as well as all federal laws and regulations including, but not limited to Georgia Department of Natural Resources guidelines, the Coastal Marshlands Protection Act, the Georgia

Shore Protection Act, and the Georgia Erosion and Sedimentation Act, all as applicable to the Property.

B. The direct discharge of treated or untreated sewage or grey wastewater into fresh waters on or about the Property is strictly prohibited, and all waste disposal is subject to applicable Local Laws as well as any and all applicable federal laws and regulations.

C. The disposal or storage of rubbish, garbage, debris, unserviceable or abandoned vehicles or parts thereof, abandoned marine recreation equipment such as boats, boat cradles, docks, ramps, or floats, or any unsightly or offensive waste material on the Property is strictly prohibited except that vegetative slash, clippings, and debris may be allowed to remain on the Potential Building Area but must be screened from view from neighboring residences or access roads. Waste generated by permitted uses of the Potential Building Area may be stored temporarily in appropriate receptacles for removal at reasonable intervals.

D. The use of chemicals, herbicides, pesticides, fungicides, fertilizers, and other toxic agents on the Conservation Land is strictly prohibited without the prior written consent of the Superintendent, Cumberland Island National Seashore upon a showing of necessity to prevent other adverse impacts to the Conservation Values of the Conservation Land, and, in any event, must be limited to prevent any demonstrable adverse impact on wildlife, waters, and other important Conservation Values to be protected by these Restrictions.

E. Components of a private septic system or potable water well (for drinking water, irrigation, or other use) within the Conservation Land are strictly prohibited.

## **6. ACCESS:**

Although these Restrictions benefit the general public through the protection of land resources and the island's natural and scenic character, nothing herein shall be construed to convey or grant to the public any right of access to or use of the Property.

Subject to the "Monitoring and Enforcement Rights of Grantor" described in Section 9 and subject to retained rights over Old House Road, Grantor, its employees, guests, or contractors are prohibited from accessing the Conservation Land without the prior written consent and acknowledgment from Grantee or lawful permission granted by a law enforcement agency or court of competent jurisdiction.

Grantee acknowledges and understands that Grantor may deem it necessary or prudent at some point in the future for Grantor's personnel to enter upon the Conservation Land for natural or cultural resources management purposes. In the event Grantor or its agents seek access to the Conservation Land for such natural or cultural resources management purposes, such access will be granted at Grantee's sole but reasonable discretion and with prior written acknowledgment from Grantee.

## **7. INTERPRETATION:**

If uncertainty should arise in the interpretation of this Deed including these Restrictions, construction should be made in favor of conserving the herein conveyed Property pursuant to the Conservation Values. Nothing in these Restrictions should be construed to permit any activity otherwise prohibited by Local Laws or any other valid laws and regulations of any federal, state, or local government agency having competent jurisdiction over the herein conveyed Property.

#### **8. DOCUMENTATION OF THE CONSERVATION VALUES:**

Grantor and Grantee acknowledge that specific Conservation Values of the Property have been documented in an inventory of relevant features of the Property, which inventory is dated as of [date will be inserted upon execution of Definitive Exchange Agreement], entitled the *McFadden Baseline Documentation Report* and incorporated herein by reference (“**Baseline Documentation**”). The Baseline Documentation consists of reports, maps, photographs, and other documentation that the Parties agree provide, collectively, an accurate representation of the Property as of the date of this Deed that is intended to serve as an objective information baseline for monitoring compliance with the terms of this Deed and shall be signed by both Grantor and Grantee. An electronic version of the signed copy of the Baseline Documentation shall be located in the National Park Service, Southeast Regional Office. Notwithstanding the foregoing, if controversy arises regarding the condition of the Property, the Parties may use other relevant documents, surveys, and evidence or information to help resolve the controversy including documentation produced after the effective date of these Restrictions.

#### **9. GRANTOR’S MONITORING AND ENFORCEMENT RIGHTS:**

Notwithstanding anything to the contrary contained in this Deed including these Restrictions, Grantor shall have the right to assure compliance with all of the terms, covenants, and Restrictions contained in this Deed by means of routine inspections of the Property as more particularly set forth in these Restrictions and enforcement of these Restrictions at law and in equity. Routine inspections of the Conservation Land shall occur once each calendar year. In addition, Grantor shall also have the right to inspect the Potential Building Area during periods of active construction. Grantee shall promptly notify Grantor, in writing, of Grantee’s intention to begin construction on the Potential Building Area and shall keep Grantor reasonably apprised of any and all construction activities, including but not limited to, the filing of building permits, commencement of construction, and completion of construction so that Grantor may assure Grantee’s compliance with the terms and covenants of these Restrictions. Any inspections of the Property by Grantor shall occur at reasonable times and dates mutually agreed upon, in advance and in writing, by Grantor and Grantee. Notwithstanding the above, if Grantor suspects actual or imminent harm to the Conservation Values of the Property, Grantor may enter the Property to monitor and enforce these Deed Restrictions upon reasonable notice to Grantee and at reasonable times. However, Grantor’s inspection rights with regard to the Potential Building Area shall not include the right to enter any private residence of Grantee located within the Potential Building Area unless otherwise requested by Grantee.

Grantor may prepare and maintain, on file, a monitoring report for each inspection and shall make any such reports available to Grantee upon Grantee’s written request.

Notwithstanding anything to the contrary contained in this Deed including these Restrictions, if Grantor determines, in its reasonable discretion, that a violation of this Deed including these Restrictions has occurred or is about to occur, Grantor may notify Grantee via certified mail, return receipt requested, and demand that the violation be stopped and that steps be taken to restore the Property to the condition as is reasonably possible to a state consistent with the **Baseline Documentation**. In the event the violation of these Restrictions concerns a matter outside the parameters of the Baseline Documentation, the Property shall be restored as is reasonably possible to a state consistent with the Conservation Values to be protected by these Restrictions. However, Grantee is not responsible for injury to or a change in the Property due to unforeseen circumstances which cannot be controlled by reasonable means, such as, but not limited to environmental catastrophe originating off-site, fire, flood, storm, and other such natural disaster, or from any prudent action taken by Grantee under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Nothing in this Deed including these Restrictions shall be construed to preclude the rights of Grantee and Grantor to recover damages from any third party for vandalism, trespass, or other violation of their respective rights in these Restrictions and the Property.

Should Grantee fail, with reasonable dispatch or diligence, to comply with the requirements of Grantor's notice to Grantee, then Grantor is entitled to pursue all remedies at law and in equity to enforce the terms of these Restrictions, to recover damages, and to obtain injunctive relief, including but not limited to a court order requiring restoration of the Property as aforesaid. The requirement of Grantor to provide written notice to Grantee is waived in matters threatening imminent, substantial harm to the Conservation Values of these Restrictions. In such a case, Grantor is entitled to immediately pursue all remedies at law and in equity. The failure or delay of the Grantor, for any reason whatsoever, to enforce any of the provisions of these Restrictions shall not constitute a waiver of Grantor's right to enforce the same or any other provision of this Deed.

#### **10. GRANT IN PERPETUITY AND TRANSFER:**

The Restrictions reserved in this Deed are a burden upon and run with the Property in perpetuity and bind GRANTEE, its personal representatives, heirs, successors, and assigns forever. Incorporation by reference of these Restrictions must be included in any subsequent deed or legal instrument by which GRANTEE conveys any interest (including a leasehold interest) in the Property.

#### **11. RIGHT OF FIRST REFUSAL:**

Grantee hereby grants unto Grantor, a right of first refusal (hereinafter referred to as the "First Refusal Right") to purchase all of Grantee's right, title, and interest in and to the Property, including any and all improvements located thereon or used in connection with the Property, subject to and upon the terms and conditions hereinafter set forth:

In the event Grantee receives a bona fide written offer from any third party to purchase the Property, or any portion thereof, which Grantee wishes to accept, Grantor may elect to

purchase the Property, or the applicable portion thereof, from Grantee at the price and on the terms and conditions (except for the time within which to close the transaction) as are contained in the written offer. Grantee shall give notice to Grantor, including delivery to Grantor of a true and exact copy of the written offer, and allow Grantor one hundred twenty (120) calendar days subsequent to Grantor's receipt of such notice within which Grantor may elect to purchase the Property, or the applicable portion thereof, from Grantee. In the event Grantor so elects to purchase the Property, or applicable portion thereof, by giving notice of such election to Grantee within said one hundred twenty (120) calendar day period, Grantee shall sell the Property, or applicable portion thereof, to Grantor at the same price and on the same terms and conditions as are contained in the written offer, except: (i) that Grantor shall not be required to close the transaction prior to three hundred sixty-five (365) calendar days following the expiration of the aforesaid one hundred twenty (120) day period; (ii) except that Grantor may assign its First Refusal Right applicable to all or any portion of the Property to the National Park Foundation or the Trust For Public Land or similar non-profit partner designated by Grantor (hereinafter, a "Non-profit") which Non-profit will be entitled to complete the purchase transaction in lieu of Grantor; and (iii) that neither Grantor nor its designated Non-profit shall be responsible for the payment of any broker's commission or finder's fee as a part of the purchase of the Property, or applicable portion thereof.

Should Grantor, by written notice to Grantee, elect not to exercise Grantor's First Refusal Right or should Grantor fail to notify Grantee of its election to exercise Grantor's First Refusal Right within the aforesaid one hundred twenty (120) day period, then, in either of such events, Grantee shall be free to consummate the sale of the Property, or the applicable portion thereof, to the third party submitting the written offer, provided that the sale is closed and on the same material terms and conditions as are contained in the written offer (a true and exact copy of which written offer was provided by Grantee to Grantor), without any substantive modification thereto, except that the closing thereof may occur on or before the thirtieth day subsequent to the closing deadline set forth in the written offer, but provided that the closing must occur within one (1) calendar year after the date of the written offer. Should any such sale be consummated, this First Refusal Right shall thereafter be of no further force and effect with respect to the Property, or applicable portion thereof, subject to the sale. Should any such sale not be consummated as aforesaid, Grantee shall, in the event Grantee subsequently receives any modified or new bona fide written offer from any third party to purchase the Property, or any portion thereof, again follow the provisions of this paragraph requiring notice to Grantor and opportunity for Grantor to purchase the Property or applicable portion thereof.

If Grantor or a Non-profit purchase the Property, or applicable portion thereof, title to the Property, or applicable portion thereof, shall be conveyed by limited warranty deed provided that Grantor is able to obtain a waiver of applicable Department of Justice title standards from the Department of the Interior Solicitor's Office. Otherwise, title to the Property, or applicable portion thereof, shall be conveyed by general warranty deed. This First Refusal Right shall run with the land of the Property, or applicable portion thereof, in perpetuity, the same as the other Restrictions in this Deed.

#### Limitations and Exclusions on First Refusal Right

Notwithstanding anything herein to the contrary, under no circumstances shall a “bona fide written offer from a third party” be deemed to include or shall this First Refusal Right be triggered by any of the following:

- (i) a sale or any other transfer to a blood descendant of Lucy Coleman Carnegie;
- (ii) any offer which Grantee does not wish to accept and which Grantee rejects;
- (iii) transfers to any parent, subsidiary or affiliate of Grantee or transfers to any entity controlled by or under common control with Grantee;
- (iv) transfers to any entity into which or with which Grantee is merged or consolidated;
- (v) transfers by Grantee which are deemed or considered transfers by operation of law, liquidation, or consolidation, including, without limitation, mergers, consolidations, reorganizations, or dissolutions;
- (vi) grants of easements, leases, licenses, or transfers not in fee;
- (vii) involuntary transfers, including without limitation, transfers in foreclosure, transfers in lieu of foreclosure, condemnation, or deeds in lieu of condemnation, bankruptcy, or court-ordered estate liquidation.

## **12. ARCHAEOLOGICAL RESOURCES:**

Grantee, its successors and assigns, guests, invitees, contractors, and all other persons or entities acting by or through Grantee are strictly prohibited from disturbing any archaeological remains or paleontological remains or objects of historic or scientific value within the Conservation Land, and all such remains or objects of archeological, paleontological, historical, or scientific value found within the Conservation Land immediately become the property of Grantor. The use of metal detection equipment for the purpose of gathering archaeological, paleontological, historical, or scientific artifacts is also prohibited within the Conservation Land. Grantee, its successors, or assigns, shall immediately notify Grantor of any archaeological, paleontological, historical or scientific finding of any nature at any time and under any circumstance. Upon discovery of such remains or objects within the Conservation Land, Grantee, its successors or assigns, will immediately suspend any activities or operations so as to cause no further disturbance, pending investigation and further reasonable and timely instructions of Grantor.

## **13. GENERAL PROVISIONS:**

A. If any provisions of this Deed including these Restrictions or the application thereof to any person or circumstance are found to be invalid, the remainder of the provisions of

this Deed and these Restrictions and the application of such provisions to persons or circumstances other than those as to which is found to be invalid, shall not be affected thereby.

B. **Written Notice.** Any notice that either Grantor or Grantee may desire or are required to give to the other Party by the terms of this Deed shall be in writing and shall be delivered by one of the following methods: by overnight courier postage prepaid, registered, or certified mail with return receipt requested, or hand delivery:

If to Grantor:	Superintendent Cumberland Island National Seashore 101 Wheeler Street St. Mary's, GA 31558
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If to Grantee:	McFadden _____ _____
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Each party may change its address by a notice to such effect to the other party.

C. **Anti-Deficiency Act.** Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1), as amended, nothing herein contained shall be construed as binding Grantor to expend in any one fiscal year any sum in excess of appropriations made by Congress for this purpose, or to involve the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

# EXHIBIT C

Depiction of Conservation Land and Potential Building Land.



