

**RECEIVED**

JUN 04 2021

SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

APPEAL FROM KERSHAW COUNTY  
Court of Common Pleas

The Honorable Jean Hoefer Toal, Acting Circuit Court Judge

Appellate Case No. 2019-001632

In the matter of:  
Lemuel Whitaker Boykin, II, deceased.

Rigdon H. Boykin, as sole disinterested Co-Trustee of the Lemuel  
Whitaker Boykin, II Residuary Trusts A and B,.....Appellant-Respondent

v.

Mary Deas Wortley, individually, as Co-Trustee of the Lemuel  
Whitaker Boykin, II Residuary Trusts A and B, Co-Trustee of the  
Lemuel Whitaker Boykin Marital Deduction Trusts A and B, and as  
Co-Personal Representative of the Estate of Alice S. Boykin; Alice  
B. Belger, individually, as Co-Trustee of the Lemuel Whitaker  
Boykin, II Residuary Trusts A and B, and as Co-Personal  
Representative of the Estate of Alice S. Boykin; Lemuel Whitaker  
Boykin, III; and May Cantey Boykin,

Of whom Mary Deas Wortley and Alice B. Belger are ..... Respondent-Appellants

And

Lemuel Whitaker Boykin, III, and May Cantey Boykin are..... Respondents.

**SUPPLEMENTAL RECORD ON APPEAL**

Wallace K. Lightsey (SC Bar No. 6476)  
Wade S. Kolb, III (SC Bar No. 100379)  
Wyche P.A.  
Post Office Box 728  
Greenville, SC 29602-0728

James Y. Becker (SC Bar No. 64991)  
Robert L. Reibold(SC Bar No. 9284)  
Mary C. Eldridge (SC Bar No. 102698)  
P.O. Box 1189  
Columbia, SC 29211-1889

(864) 242-8200  
wlightsey@wyche.com  
wkolb@wyche.com

*Attorneys for Appellant-Respondent  
Rigdon H. Boykin*

(803) 779-3080

Attorneys for Respondent-Appellants

SUPPLEMENTAL INDEX

ORDERS

PAGE

Order dated June 21, 2019 .....5786

PLEADINGS

Petitioner's Opposition to Wortley and Belger's Amended Motion to Alter or Amend, dated June 11, 2019.....5789

Petitioner's Motion to Alter or Amend Order Removing Rigdon Boykin as Trustee, dated July 1, 2019.....5801

EXHIBITS

Exhibits to Deposition of William Harrison, dated Nov. 30, 2018.....5805

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF KERSHAW

IN THE MATTER OF:  
LEMUEL WHITAKER BOYKIN, II, deceased

Case No. 2017-CP-28-00831

**Rigdon H. Boykin**, as sole disinterested Co-Trustee of the Lemuel Whitaker Boykin, II Residuary Trusts A and B;

Petitioner,

**ORDER CONFIRMING REMOVAL OF  
RIGDON H. BOYKIN AS TRUSTEE  
AND  
APPOINTMENT OF  
CHERYL R. HOLLAND AS TRUSTEE**

**Mary Deas Wortley**, individually, as Co-Trustee of the Lemuel Whitaker Boykin, II Residuary Trusts A and B, Co-Trustee of the Lemuel Whitaker Boykin Marital Deduction Trusts A and B, and as Co-Personal Representative of the Estate of Alice S. Boykin, et al.

Respondents.

The Court's Final Order and Judgment in this action filed May 24, 2019, removed Rigdon Boykin, effective immediately, as one of three Trustees of the L.W. Boykin, II, Residuary Trusts, and proposed Cheryl R. Holland as replacement Trustee. Ms. Holland, through counsel for Respondent Wortley and other parties, notified the Court on June 3, 2019, that she accepts the appointment as Trustee.

THEREFORE, this Order confirms the removal of Rigdon Boykin as Trustee, effective May 24, 2019, and the appointment of Cheryl R. Holland as Trustee, effective June 3, 2019. Other Trustees currently serving with Ms. Holland are Mary Deas Wortley and Alice S. Boykin Belger.

In addition, the Trustees are permitted to appoint by resolution an agent to act on behalf of the Trustees to perform any and all administrative and ministerial tasks, including, but not limited to, opening bank and investment accounts, writing and signing checks, making deposits or wire transfers, or to perform any other administrative task duly authorized by the Trustees.

AND IT IS SO ORDERED.

---

The Honorable Jean H. Toal  
Presiding Judge

June \_\_, 2019  
Columbia, South Carolina



Kershaw Common Pleas

**Case Caption:** Rigdon Boykin Co-Trustee , plaintiff, et al VS Mary Deas Wortley ,  
defendant, et al  
**Case Number:** 2017CP2800831  
**Type:** Order/Other

IT IS SO ORDERED.

s/ Jean H. Toal #2758

Electronically signed on 2019-06-21 12:49:23 page 3 of 3

ELECTRONICALLY FILED - 2019 Jun 21 1:01 PM - KERSHAW - COMMON PLEAS - CASE#2017CP2800831

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF KERSHAW	)	CASE NO: 2017-CP-28-831
	)	
IN THE MATTER OF:	)	
LEMUEL WHITAKER BOYKIN, II,	)	
deceased	)	
<hr/>	)	
Rigdon H. Boykin, as sole disinterested Co-	)	<b>PETITIONER'S MEMORANDUM IN</b>
Trustee of the Lemuel Whitaker Boykin, II	)	
Residuary Trusts A and B,	)	
	)	<b>OPPOSITION TO RESPONDENTS'</b>
	)	<b>AMENDED MOTION TO ALTER</b>
	)	<b>OR AMEND</b>
	)	
Petitioner,	)	
	)	
v.	)	
	)	
Mary Deas Wortley, individually, as Co-	)	
Trustee of the Lemuel Whitaker Boykin, II	)	
Residuary Trusts A and B, Co-Trustee of the	)	
Lemuel Whitaker Boykin Marital Deduction	)	
Trusts A and B, and as Co-Personal	)	
Representative of the Estate of Alice S.	)	
Boykin; et al.	)	
	)	
	)	
	)	
Respondents.	)	
<hr/>	)	

Petitioner, Rigdon H. Boykin ("Petitioner"), the sole disinterested Trustee of the L.W. Boykin, II Residuary Trusts A and B (hereinafter collectively the "Trust"), respectfully submits this Memorandum in Opposition to Respondents' Amended Motion to Alter or Amend. Petitioner requests that the Court affirm its Order granting fees of his attorneys and expert consultants from the principal or income of the Residuary Trust for the reasons set forth below:

- I. Both the South Carolina Trust Code and the Will allow for attorney's fees and costs of Petitioner to be paid from the Trust assets since there is no evidence that Petitioner failed to select and retain his counsel with reasonable care.
- II. Even if there is a requirement that Petitioner's Action "benefits the trust," which there is not, Petitioner brought this litigation in good faith, in accordance with the Trust's governing document, and the outcome ultimately benefited the Trust.

III. The fees and costs of Mr. Hardin should be affirmed because Petitioner selected and retained Mr. Hardin with reasonable care.

At the outset, it is worth reminding the Court and Respondents that Petitioner's counsel has taken steps throughout this litigation to minimize fees and costs. Some of the attorney hours and staff hours were not included in Petitioner's fee request. See Aff. of Richard Rosen, ¶ 8. Not only has Petitioner's counsel minimized costs, and completely eliminated them at times, Petitioner's counsel has reduced its rates substantially due to the circumstances of this litigation. Over \$100,000 in fees were deducted from the original fee request. See Aff. of Richard Rosen, ¶ 17.

### ARGUMENT

I. **Both the South Carolina Trust Code and the Will of L.W. Boykin, II authorize the fees and costs of Petitioner to be paid from Trust principal or income or both without any mention of whether the action "benefited the trust."**

As a preliminary matter, Respondents' entire argument with respect to the fees and costs of Petitioner, centers around whether Petitioner's action "benefitted the trust." Other than two citations to out-of-state cases with completely different factual scenarios<sup>1</sup>, it seems that Respondents are fashioning this rule out of whole cloth. At a quick glance, judging by the length of Respondents' argument on this point, one would assume that whether the action "benefitted the trust" is a *sine qua non* to recover fees and costs from trust assets. **There is no such requirement.** This purported requirement is not found in any South Carolina opinion and is certainly not in the Trust Code or the Will. This is further addressed in subsection B.

---

<sup>1</sup> Whittlesey v. Aiello, 104 Cal. App. 4th 1221, 1222, 128 Cal. Rptr. 2d 742 (2002) and Nickas v. Capadalis, 954 S.W.2d 735 (Tenn. App. 1997). Neither case involved the governance or management of trust property. Both cases involved disputes as to who had rights to the trust assets.

**A. A plain reading of the Will of L.W. Boykin, II authorizes payment of attorney fees and costs incurred by Petitioner to be paid from the Trust.**

Respondents claim, in their Amended Motion to Alter or Amend, that Petitioner's "suit was not properly incurred because the suit was unauthorized" because essentially, the terms of the Will require unanimous vote or majority vote before authorizing the employment and compensation of attorneys. See Amended Motion to Alter or Amend, p. 7. This assertion is wrong for at least two reasons. First, it defies a plain reading of the provision. Subsection J of Item XIV by its own terms, expressly allows a trustee to employ and compensate attorneys-in-fact and/or attorneys-at-law out of the principal or the income or both. Unlike its preceding sections, Subsection J refers to a *singular* trustee as it says "out of the principal or the income or as to the Personal Representative or trustee shall seem [sic] proper." In that same section, the drafter expressly mentioned "Trustees" (its plural form), so it is clear that the grantor distinguished between the plural and singular form. In other words, this power was granted to *each* trustee, without the need for a vote. Another reason why the unanimous-majority vote provision in Item XIV cannot possibly apply to **all** its subsections is because subsection O includes its own unanimous consent clause, which would make the provision superlative.

Second, and irrespective of the first, subsection N grants a trustee<sup>2</sup> the power to do "all things and the right to exercise all powers reasonably necessary or incidental to the proper management of the estate or trust." To be sure, the same provision continues on, again referring to "trustee" in its singular form and says: "the Personal Representative or trustee shall not be liable for any loss to the estate of trust occasioned by his acts in good faith, nor for honest errors in judgment." With so many references to "trustee," in its singular form, these provisions could not possibly be subject to the unanimous or majority vote requirement. It would defy both logic and

---

<sup>2</sup> Note the singular form of *trustee*.

policy to say that this document requires a co-trustee to obtain the consent of the very co-trustees that he seeks to sue for breach of their respective fiduciary duties. To hold otherwise would surely go against the intent of the document and the statutory responsibilities of a trustee.

Petitioner selected his attorneys and experts with reasonable care. Petitioner has kept the Court abreast of his fees and expenses since early on in the case, and he has relied on the Court's January 24, 2018 Order which granted Petitioner's motion and authorized at least *some* payment of attorney's fees and expenses from the trust. As the Court noted in its Final Order, the attorneys in this litigation are certainly competent and worked diligently throughout this matter. There has been no showing that Petitioner failed to select and/or retain his attorneys and/or professional consultants with reasonable care. In fact, other than Mr. Hardin's fees, Respondents do not attack the amount or propriety of Petitioner's counsel's fees, and therefore, these fees should be paid by the Trust.

**B. Regardless of whether the Will authorizes payment of Petitioner's fees and costs, South Carolina law provides for such payment of attorney's fees and costs incurred by Petitioner as Co-Trustee.**

Respondents only quote the language of Item XIV that is favorable to their position, but the provision says more. While Item XIV *does* authorize Trustees to do the actions set forth in subsections A through O, "in their absolute discretion with respect to any real property, by unanimous vote, or personal property, by majority vote," these powers are in *addition* to "any other rights, powers, authority and privileges granted by any other provision of this Will or by statute or general rule of law." Thus, there is no question that the Trust envisions payments to Co-Trustees in accordance with South Carolina law.

South Carolina routinely grants attorney's fees and costs to trustees. Rembert v. Gressette, 318 S.C. 519, 458 S.E.2d 552 (1995). Petitioner refers to pages 54-57 of the Court's Final Order,

where the Court thoroughly summarized South Carolina law with regards to payments of attorney's fees out of the Trust corpus or income or both. The applicability of these provisions (§§ 62-7-709, 62-7-816, 62-7-1004, 62-1-111) are hard to debate, and Petitioner adopts the Court's discussion and findings as to the applicability of these provisions. **There is no requirement that the action benefits the trust.** See, e.g., Deborah Dereede Living Tr. dated Dec. 18, 2013 v. Karp, No. 2016-001921, 2019 WL 1549157, at \*5 (S.C. Ct. App. Apr. 10, 2019) ("The Trust Code empowers trial courts to order attorney's fees in trust administration cases "as justice may require.") (citing § 62-7-1004). Neither the statutory test, nor the case law interpreting it, requires that the action "benefits the trust." In the following section, Petitioner will respond to Respondents' claim that even if these provisions are applicable, Petitioner did not act in good faith and that his actions did not benefit the Trust.

**II. Even if there is a requirement that Petitioner's action "benefit the trust," which there is not, Petitioner brought this action in good faith and to benefit the Trust.**

When considering whether Petitioner's action was for the *benefit* of the Trust, it is imperative to remember that Petitioner is the sole disinterested trustee. By definition, he does not stand to gain from the corpus or income of the Trust. Petitioner's action, although a losing one, has not been for nothing, as the Court observed:

"In leaving Respondents in their position as Trustees, the Court would caution both of them that it is imperative that they implement the management and investment plan presented by their counsel and consultants to the Court at the trial of this matter. Respondents, as Trustees, have a duty to prudently manage the Trust's assets for the benefit of all beneficiaries. This duty requires that Respondents diversify the assets currently held by the Trust and reduce the Trust's concentrated holdings in real estate. **Although not required to the extreme contained in Petitioner's plan, the Court finds that all the beneficiaries would be better served and protected by diversifying the Trust's portfolio of assets.** The Court finds that the plan presented by Respondents at trial is a reasonable approach to achieving that diversification. **Respondents' plan cannot simply be lip service meant to appease the Court.** Respondents should closely adhere to the sales schedule contained in their plan. Failure to do so could be a breach of their duties as Trustees and present grounds for their

removal from their position as Trustee in the future.” See Final Order, p. 49 (emphasis added).

Prior to bringing this action, the Trust had no plan of diversification, and Co-Trustees Wortley and Belger were content with its current composition of assets, despite obvious risks going forward. These Respondents would never have even created this plan, let alone act on it, without Petitioner’s lawsuit. It appears, based on the above passage from the Final Order, that the Court recognizes this, given the conduct prior to, and during, the litigation. To be sure, Petitioner spent considerable time working (or trying to) with his Co-Trustees to remedy what he believed was an imprudent collection of assets. Without delving into previously litigated issues, it is fair to say that Petitioner, who was at odds with the other Co-Trustees, felt this action was necessary given his belief that the Trustees were breaching their respective fiduciary duties. See Final Order, p. 14.

Respondents argue that the Court found that Petitioner did not act to benefit the trust, at times, so his action does not merit payment of his attorney’s fees. To support its argument, Respondents quote the Court’s Order, which in part, says “the Court further finds that *some* of Petitioner’s actions and positions were not taken out of genuine concern for the trust and its beneficiaries.” See Final Order, p. 40 (emphasis added). Even if it is true that *some* of Petitioner’s actions and positions *were not* taken out of genuine concern for the trust, which Petitioner vehemently denies, it is axiomatic that *some* of Petitioner’s actions and positions *were* taken out of genuine concern for the trust, which is enough to satisfy the standard. Again, the Court has explained, on more than one occasion, that “nothing in the record indicated that Petitioner has done anything to benefit himself, or that the efforts resulting in attorney’s and consultant’s fees have been for any purpose other than to benefit the Trust.” See February 16, 2018 Order, p. 2. Petitioner

has done nothing after the February 2018 Order that would make the Court's previous statement any less true.<sup>3</sup>

Respondents cite two cases in support of their contention that an award of fees is improper when the litigation does not benefit the trust. Both cases involved disputes as to who had beneficial rights to the trust's assets, not whether trust assets were being prudently managed. Whittlesey v. Aiello, 104 Cal. App. 4th 1221, 1222, 128 Cal. Rptr. 2d 742 (2002) (dispute between beneficiaries as to control over the trust assets); Nickas v. Capadalis, 954 S.W.2d 735 (Tenn. App. 1997) (distinguishing factor in awarding attorney's fees from the trust corpus is when "the services of such attorneys inure to the benefit of the *entire* estate" as opposed to services "rendered to benefit one or more of the individuals *interested* in the trust") (emphasis added).

The two cases addressed above are unhelpful here, not only because they are not binding on South Carolina, but because the action here was brought by a *disinterested* trustee to ensure the trust was being prudently managed. Petitioner's lawsuit compelled Respondents to come up with a plan which the Court ultimately decided was more reasonable than Petitioner's. Neither the Trust Code nor the provisions of the Will require a trustee to be successful on each of his causes of action to be entitled to have his fees paid when he is bringing the lawsuit in good faith and pursuant to his fiduciary duty. Such a result would require a trustee to essentially sign off as a guarantor of his litigation. In the context of *disinterested* trustees feuding with interested co-trustees, this would have a bizarre consequence since it presents the disinterested trustee with a lose-lose scenario in lieu of staying quiet<sup>4</sup>: he can (1) bring a lawsuit and, if he wins, he gets his fees paid (but still

<sup>3</sup> Most recently, the Court expressed the need for Respondents to carry out their proposed plan in the Final Order at page 49, which is an affirmation that but-for Petitioner's lawsuit, Respondents would be free of the Court's eye and thus, fully able to continue down their imprudent path.

<sup>4</sup> It is likely that in the murky area of fiduciary duty, especially with regards to the prudent investor rule, many disinterested co-trustees *already* opt for this choice—stay quiet because it's not worth rocking the boat. Requiring a disinterested co-trustee to *win* his lawsuit almost guarantees that they will opt for this choice.

personally gains nothing) or (2) he can bring a lawsuit, but if he loses, he pays *personally*. Given these constraints, why would a disinterested trustee ever bring forth litigation against interested trustees?

Respondents also contend that this litigation has harmed the trust financially and go further by extrapolating the purported costs to the trust over a 20 year span. Such a far-reaching contention is absolutely ridiculous and respectfully, should not even be considered by the Court. Prior to this litigation, Respondents were content with diminishing real estate assets with absolutely no plan for long-term growth. At trial, Respondents' position changed and in hindsight, it seems that all parties (including the Court) now agree that *some* level of change is needed going forward. See Final Order, p. 26, 49-50. While the Court found that no short-term action was needed, contrary to Respondents' assertion, this litigation likely added value to the trust's long-term value. Although Petitioner's plan required much more action by the trustees, Respondents' plan is a step in the *same* direction. As the Court admonished in its opinion, if the Respondents fail to proceed with its plan, they will be in breach of their fiduciary duties. It follows from the Court's opinion, as well as the final plan put forth by Respondents, that Respondents' action prior to this litigation was, at a minimum, short of what was required to properly preserve and grow the trust assets. See Final Order, p. 37 ("Following Mrs. Boykin's death, appraisals had to be performed ... These appraisals were not complete until the spring of 2017"); see also Final Order, p. 49-50 (expressing reservations that Respondents will follow through with their plan due to history of family ownership). As the Court recognized, the land held by the trust is dear to Respondents, so there is a serious question as to whether Respondents would have ever attempted to diversify its holdings without the Court's interference. Due to the fact that this lawsuit forced Respondents to come up with a plan and follow it, Petitioner's lawsuit aided the financial administration of the trust. See

Final Order, p. 37 (“Finally and most importantly, Respondents have not had a financial analysis, budget and management plan developed such that any alleged failure has been cured.”). In addition, Petitioner’s lawsuit brought an end to the trustees’ friction and inability to work together to administer the trust. See Final Order, p. 36 (“The Court finds that it is necessary to remove one or more of the current Trustees in order to protect the Trust’s assets and ensure administration of the Trust for the beneficiaries.”). Ironically, Respondents obtained their requested relief—to remove Petitioner based on claims that his administration of the trust was costly—yet they now claim that this lawsuit, which ultimately removed Petitioner from his position, did not benefit the trust. At a bare minimum, if Respondents claims of mismanagement are genuine, then this lawsuit eliminated the costs associated with Petitioner’s management, and therefore, benefited the trust.<sup>5</sup>

Petitioner should not be forced to personally bear the expense of performing his statutorily-imposed duties to the Trust, including bringing these matters before the Court. Therefore, Petitioner respectfully requests that the Court affirm its Order approving the payment from the Trust assets of Petitioner’s attorneys’ and expert consultant fees, all of which have necessarily been incurred as the result of the prudent exercise of his duties as Co-Trustee.

**III. The fees and costs of Mr. Hardin should be affirmed because Petitioner selected and retained Mr. Hardin with reasonable care.**

Much of Respondents’ argument with respect to Mr. Hardin has been addressed in the preceding sections. Again, **there is no requirement that Mr. Hardin’s services “benefited the trust” in order to be paid from trust assets.** Nonetheless, and contrary to Respondents’ contentions, the Court did not make a finding that Petitioner’s action did not benefit the trust. While the Court found that *some* of Petitioner’s actions and positions “were not taken out of

---

<sup>5</sup> It seems that the trust may have also gained a new trustee in Cheryl Holland—who was *only* employed by Respondents in an effort to form a prudent plan to counter Petitioner’s. Petitioner points to this as additional evidence that this litigation benefited the trust, generally.

genuine concern for the trust and its beneficiaries,” there is no debate that Petitioner did not stand to financially benefit from his actions. To spare the Court from rehashing Petitioner’s argument that the litigation did, in fact, benefit the trust, Petitioner reincorporates the preceding sections here, as applicable.

The engagement of James C. Hardin III as an expert for Petitioner was justifiable because of Hardin’s qualifications. Hardin is a certified specialist in estate planning and probate law in South Carolina. With USC Professor Alan Medlin, he is the co-author of the book *The South Carolina Trust Code* (Second Ed., SC Bar Publishers, 2018), which treatise addresses many of the issues in the case. Hardin also chaired the South Carolina Bar Committee which studied the Uniform Trust Code and assisted in securing its adoption by the General Assembly in 2005. He was also active with the Bar and the General Assembly in the enactment of the South Carolina Probate Code (1986), and the Prudent Investor and Principal and Income Acts (2001). As the record of the first day of trial reflects, Hardin testified as Trustee of a number of trusts.

The remaining argument of Respondents—that Mr. Hardin was a fact witness—even if true, is irrelevant. Once again, it seems that Respondents have crafted their own rule for determining when counsel and experts are able to recover fees from trust assets. Petitioner did not pay Mr. Hardin as a fact witness, Petitioner paid Mr. Hardin for his time consulting with Petitioner and his attorneys regarding complex trust matters at issue here. Respondents’ argument is akin to saying that an attorney, who serves as both a fact witness and as expert counsel, cannot recover fees. There is nothing that prohibits an attorney, or one that is paid as an expert, from serving in dual roles. The South Carolina Rules of Ethics expressly allows for this scenario. See Rule 3.7 of the Rules of Professional Conduct.

Respondents again, with the benefit of hindsight, argue that, since Petitioner lost his suit, that Petitioner should have to *personally* pay the costs of his lawsuit. Respondents go further by claiming that because Mr. Hardin's advice was rejected by the Court, Petitioner should have to personally pay those costs. Such a contention contradicts the very purpose of why a trustee is allowed to retain an expert: to obtain advice and delegate functions that the trustee is personally incapable of performing. As the Court has said several times now, this litigation involved complex legal matters and difficult legal interpretations. To handle such complex litigation, Petitioner retained the assistance of a very capable expert in Mr. Hardin and should not now be punished because the Court ultimately disagreed with his very qualified expert's opinion. A trustee does not have to guarantee the success of his litigation, nor does he need to guarantee the effectiveness of his retained expert because there would be no way for a trustee to do so.

Because there has been no showing that Petitioner failed to select and/or retain Mr. Hardin with reasonable care, Petitioner should be entitled to his costs paid by the trust.

#### CONCLUSION

For the foregoing reasons, Petitioner requests that the Court DENY Respondents' Amended Motion to Alter or Amend and affirm the grant of attorney's fees and costs for the attorneys of Petitioner.

[SIGNATURE ON FOLLOWING PAGE]

s/ Alice F. Paylor  
Alice F. Paylor, Esquire (SC Bar #4380)  
Bijan Ghom, Esquire (SC Bar #103531)  
ROSEN HAGOOD, LLC  
P.O. Box 893 (29402)  
151 Meeting Street, Suite 400  
Charleston, SC 29401  
(843) 577-6726  
apaylor@rosenhagood.com  
bghom@rosenhagood.com

*Attorneys for Petitioner, Rigdon H. Boykin, as sole  
disinterested Co-Trustee of the Lemuel Whitaker  
Boykin, II Residuary Trust*

Charleston, South Carolina  
June 11, 2019

STATE OF SOUTH CAROLINA )

IN THE COURT OF COMMON PLEAS )

COUNTY OF KERSHAW )

CASE NO: 2017-CP-28-00831 )

IN THE MATTER OF: )  
LEMUEL WHITAKER BOYKIN, II, )  
deceased )

\_\_\_\_\_  
Rigdon H. Boykin, as sole disinterested Co- )  
Trustee of the Lemuel Whitaker Boykin, II )  
Residuary Trusts A and B, )

Petitioner, )

v. )

Mary Deas Wortley, individually, as Co- )  
Trustee of the Lemuel Whitaker Boykin, II )  
Residuary Trusts A and B, Co-Trustee of the )  
Lemuel Whitaker Boykin Marital Deduction )  
Trusts A and B, and as Co-Personal )  
Representative of the Estate of Alice S. )  
Boykin; Alice B. Belger, individually, as Co- )  
Trustee of the Lemuel Whitaker Boykin, II )  
Residuary Trusts A and B, and as Co-Personal )  
Representative of the Estate of Alice S. )  
Boykin; Lemuel Whitaker Boykin, III; and )  
May Cantey Boykin )

Respondents, )

\_\_\_\_\_  
Lemuel Whitaker Boykin, III; and May Cantey )  
Boykin, )

Crossclaim Petitioners, )

v. )

Mary Deas Wortley, individually, as Co- )  
Trustee of the Lemuel Whitaker Boykin, II )  
Residuary Trusts A and B, Co-Trustee of the )  
Lemuel Whitaker Boykin Marital Deduction )  
Trusts A and B, and as Co-Personal )  
Representative of the Estate of Alice S. )

**PETITIONER'S MOTION TO  
ALTER OR AMEND ORDER  
CONFIRMING REMOVAL OF  
RIGDON H. BOYKIN AS TRUSTEE  
AND APPOINTMENT OF CHERYL  
R. HOLLAND AS TRUSTEE**

Boykin; Alice B. Belger, individually, as Co- )  
 Trustee of the Lemuel Whitaker Boykin, II )  
 Residuary Trusts A and B, and as Co-Personal )  
 Representative of the Estate of Alice S. )  
 Boykin, )  
 )  
 )  
 Crossclaim Respondents. )

Petitioner Rigdon H. Boykin (“Petitioner”) hereby moves this Honorable Court for an order altering or amending the Court’s June 21, 2019 Order Confirming Removal of Rigdon H. Boykin as Trustee and Appointment of Cheryl R. Holland as Trustee (the “Order Confirming Removal and Appointment”). This motion is made pursuant to Rules 52 and 59 of the South Carolina Rules of Civil Procedure. *See Elam v. S.C. Dep’t of Transp.*, 361 S.C. 9, 21–22, 602 S.E.2d 772, 778–79 (2004) (“[I]t is proper to view a Rule 59(e) motion not only as a vehicle to request the trial court ‘alter or amend judgment,’ but also as a vehicle to seek ‘reconsideration’ of issues and arguments.”). Petitioner respectfully submits the Order Confirming Removal and Appointment erred for the reasons outlined below in appointing Cheryl R. Holland as a trustee.<sup>1</sup>

The Court’s May 24, 2019 Final Order and Judgment (the “Final Order”) in this matter specifically recognized that the vacant trustee position created by the removal of Petitioner as a trustee should be filled “by a third party that can continue to provide a *different perspective* than that of Respondents.” Final Order at 50 (emphasis added). This need for a different perspective is all the more critical given the Court’s ongoing “reservations about whether Respondents are capable of executing the [management and investment] plan” for the Trust presented at trial. Final Order at 49.

---

<sup>1</sup> Petitioner also reserves and does not waive all arguments presented at trial and in the pleadings in this matter in opposition to his removal as a Trustee. For the sake of efficiency, however, Petitioner will not repeat those same arguments in this motion.

The appointment of Ms. Holland does not address these concerns, but instead compounds and frustrates them. As Petitioner pointed out in his Motion to Alter or Amend the Final Judgment, Ms. Holland served as Respondents Wortley's and Belger's hired expert for purposes of litigation, and she is therefore subject to a conflict of interest. Because of her pre-existing relationship with Respondents Wortley and Belger, it is unlikely that Ms. Holland will bring to the management of the Trust the open mind or different perspective the Court recognized is necessary.

In addition, neither Petitioner nor any of the parties at trial had the opportunity to present evidence or make arguments addressing the suitability of Ms. Holland's serving as a replacement Co-Trustee. At a minimum, if Respondents Wortley and Belger are to remain as Co-Trustees of the Residuary Trust, a third Co-Trustee who adequately represents the interests of Respondents Whit Boykin and May Boykin – and has their full support and confidence – should be appointed. Whatever her skills and capabilities, Ms. Holland lacks these attributes, given her role in this matter to date and her work on behalf of Respondents Wortley and Belger.

Finally, many other candidates aside from Ms. Holland are available for the Court to consider as successor trustees. For example, either May Boykin or her husband, James Koegal, could perform this role and provide the “different perspective” this Court has recognized is critical for the proper oversight and management of the Trust going forward.

For the forgoing reasons, Petitioner respectfully requests the Court alter or amend the Order Confirming Removal and Appointment and appoint a different trustee than Ms. Holland.

*[Signature Page Follows]*

Respectfully Submitted,

s/Wade S. Kolb, III

Wallace K. Lightsey (SC Bar No. 6476)  
Wade S. Kolb, III (S.C. Bar No. 100379)  
Post Office Box 728  
Greenville, SC 29602-0728  
(864) 242-8200

*Attorneys for Petitioner*

Dated: July 1, 2019

# Curriculum Vitae

## WILLIAM H. HARRISON, JR.

1739 Maybank Highway; Suite T-122  
Charleston, South Carolina 29412

(O) 843-276-6116

(E) [harrison7311@gmail.com](mailto:harrison7311@gmail.com)

(W) website: [theharrisoncompany.us](http://theharrisoncompany.us)

## REAL ESTATE EXPERIENCE

### **President; South Colony Corporation and The Harrison Company (dba),**

**The Harrison Company, Charleston, 2003-2012.** Deliver development advisory, consulting, expert witness, and selected brokerage services to clients in the Southeast, particularly in the Charleston region. Focus on strategic relationships with national-regional developer/ investor groups.

**South Colony Corporation, Atlanta, 1985 – 1995 and Charleston, 1996 – 1999.** Founded and managed a real estate building / development firm in Atlanta engaged in speculative for-sale residential construction & development. Responsibilities included land acquisition, banking relationships, sale negotiations, marketing strategy, personnel management, construction quality and cost control, corporate/ partnership and job cost accounting, cash management, forecasting, creative project design, and decisions on tax, legal, regulatory, joint venture, insurance, and trade-related issues.

- Recipient of 3 OBIE Professional Awards.
- Sales volume of approximately \$35 million.

In Charleston, associated with The Brumley Company in 1996 as a specialist in income property development / finance and land development, as well as a Broker of Investment Properties.

### **Faculty Lecturer; The University of South Carolina; Darla Moore School of Business, Columbia, 2006-Present**

Providing academic instruction to university undergraduate and graduate business students in securities and investments, real estate principals and valuation, as well as in more advanced studies of real estate investment and finance

**Senior Vice President;  
Trammell Crow Company, Charleston, 1999-2003**

Regional responsibility for real estate development services for Trammell Crow Company, one of the nation's oldest and most venerable real estate organizations

- \$30,000,000+ development volume including office and retail ventures with The Daniel Island Company affiliates and the 100,000 SF SunCom Regional Office Center

**Vice President of Acquisitions;  
Century Partners, San Francisco and Atlanta, 1981- 1985**

Located, negotiated, and acquired or joint ventured approximately \$100 million of investment grade income properties, primarily large apartments and office buildings, in 14 eastern and southeastern states for the nation's third largest sponsor of public placement real estate investment partnerships (\$1B annual volume).

- Firm's leading investment producer from 1984 to 1985.

**Special Assistant to the President  
Century Partners, San Francisco, 1980 -1981**

Provided staff support to the President for purposes of strategic planning and fund modeling. Also provided the President with market research, financial analysis, and account relationship support in the acquisition of approximately \$100 million of income properties from one of the nation's largest developers.

**Assistant Vice President and Loan Officer  
Bank of America, San Francisco, 1978-1980**

Negotiated and managed a credit portfolio totaling approximately \$200 million of U.S. and foreign domiciled construction, working capital, and development loans as well as performance letters of credit. Primary account officer with World Banking Division's international construction / real estate development industry group.

- Managed \$50 million Iranian government credit exposure during Iranian Crisis.

**Project Manager  
Town and Country Real Estate, Greenwood, South Carolina, 1973-1975**

Assisted the assemblage and managed the construction of a 500 acre multi-phase residential land development. On-site experience also included apartment, condominium, and single family construction.

- Negotiated key components of a successful creditor/developer workout of a large planned unit development.

## EDUCATION, CIVIC AND REAL ESTATE AFFILIATIONS

---

- **MBA Degree in International Finance and Real Estate: 1977 – 1978; THE WHARTON SCHOOL** of the University of Pennsylvania, Philadelphia
- **BS Degree in Physics, First Honor Graduate (Valedictorian) 1968 – 1972; THE CITADEL**, Charleston, South Carolina; Rhodes Scholar Regional Finalist
- **FELLOWSHIP & STUDY;** International Business Studies graduate program 1976; **UNIVERSITY OF SOUTH CAROLINA**, Columbia
- Licensed Real Estate **BROKER, STATE OF GEORGIA;** 1985 – Present (inactive status)
- Licensed Real Estate **BROKER, STATE OF SOUTH CAROLINA;** 1996-Present (inactive status)
- Formerly Licensed, **STATE OF CALIFORNIA**
- **CCIM** national designation awarded in Chicago, August 1998
- **Charleston Trident Association of Realtors;** Board of Directors 2006-2007 ; Legislative Affairs Committee; Past-Chairman of RPAC; Past-Chairman Professional Standards Committee;
- **Commercial Investment Division;** 2007 President; Board of Directors
- **South Carolina Association of Realtors,** Past-Director
- **Charleston Southern University,** Board of Visitors 2005-2009
- **Institute of Real Estate Management;** Chicago, National Education Council 2013 - Present
- **First Scots Presbyterian Church ,** Charleston

(Revised February 7, 2014)

This copy is for your personal, non-commercial use only. To order presentation-ready copies for distribution to your colleagues, clients or customers visit <http://www.djreprints.com>.

<https://www.wsj.com/articles/thousands-of-southerners-planted-trees-for-retirement-it-didnt-work-1539095250>

# Thousands of Southerners Planted Trees for Retirement. It Didn't Work.

Too much pine and not enough saw mills spell years of depressed prices for plantations

By *Ryan Dezember*

October 9, 2018



STARKVILLE, Miss.—Over the past hundred years, the George family's farm has been sharecropped, grazed by cattle and planted with cotton. By the late 1980s, Clayton George was growing soybeans and struggling to make ends meet.

A new federal program offered farmers money to reforest depleted land. Pine trees appealed to Mr. George. He bought loblolly seedlings and pulled his pickup into a parking lot where hands-for-hire congregated.

"We figured we'd plant trees and come back and harvest it in 30 years and in the meantime go into town to make a living doing something else," he said.

Three decades later the trees are ready to cut, and Mr. George is learning how many other Southerners had the same idea.

A glut of timber has piled up in the Southeast. There are far more ready-to-cut trees than the region's mills can saw or pulp. The surfeit has crushed timber prices in Mississippi, Alabama and several other states.

It has been a big loser for some financial investors, among them the country's largest pension fund. The California Public Employees' Retirement System spent more than \$2 billion on Southern timberland, and harvested trees at depressed prices to pay interest on money borrowed to buy. Calpers sold much of its land this summer at a loss. A spokeswoman for the pension fund declined to comment.

It has also been tough for the individuals and families who own much of the South's forestland, and who had banked on its operating as a college fund or retirement account. The region has more than six million owners of at least 10 wooded acres, say academics and forestry consultants. Many of the owners were counting on forests as a long-term investment that could be replenished and passed on to heirs.

“If you work and you didn’t want to put all your money in the stock market, you’d buy 40 acres and plant trees and they’d be ready to cut by the time your kid went to college,” said Skip Steed, a timber broker in Lincoln, Ala. “It’s like a 401(k).”

The housing crash 10 years ago worsened the developing timber glut by depressing lumber demand and prompting woodland owners to postpone harvests. Mills closed.



Michael Counter grades lumber cut at a PotlatchDeltic saw mill in Arkansas. PHOTO: KAREN E. SEGRAVE FOR THE WALL STREET JOURNAL

Housing has come back in much of the country, pushing prices for finished forest products such as two-by-fours and plywood to historic highs during the spring and summer building season. Prices for logs, as well, have moved up in the U.S.’s other big timber-producing region, the Pacific Northwest, where supply is kept in check by wood-boring beetles and periodic wildfires.

In the South, timber prices haven’t stopped sliding. Adjusted for inflation, the price of Southern pine is down about 45% since 2007, according to Daowei Zhang, an Auburn University professor of forest economics. So-called saw timber, for making lumber, is at a 50-year low, adjusted for inflation.

Corporate owners of far-flung timber tracts can concentrate logging in regional markets where prices are healthier, such as Savannah, Ga., and Charleston, S.C., which have access to ocean shipping. Timber companies that own saw mills, such as PotlatchDeltic Corp. , can buy local logs on the cheap.

Most Southern woodland owners are stuck with whatever the nearest mill is paying.

Hauling logs cross-country chasing better prices isn’t an option. It doesn’t take many tree trunks to fill a truck to its 80,000-pound limit on interstate highways. Loggers, paid for each ton they cut and deliver to the mill, are reluctant to make all-day trips.

Some timber harvests are barely worth the effort after the expense of logging, hauling, taxes and replanting. In some areas, there is hardly any margin for the imperfect pines that are pulped for paper and particleboard.

Waiting for better prices carries its own risks, because after a certain age, trees, like people, become more susceptible to disease. Hurricanes can lay down entire tracts. The Southern pine beetle can alter financial plans in days.

Hernando de Soto searched the South for gold in the 16th century but what he found was mostly trees, a primeval forest of longleaf pine that stretched from what's now southern Virginia to northern Florida and west into Texas.

The British navy gobbled up the colonies' longleaf for its rot-resistant wood and gummy sap, from which turpentine and pitch were made. In the decades following the Civil War, the pine lands were logged nearly to oblivion. Vast swaths of forestland also were cleared to plant tobacco and cotton.



Pine logs move along as a computer decides what size lumber they will become. PHOTO: KAREN E. SEGRAVE FOR THE WALL STREET JOURNAL

In the 1950s, the U.S. Department of Agriculture started dangling forestation incentives to stem erosion and prop up crop prices. At the depths of the 1980s farm crisis, when prices for agricultural commodities plunged, the Reagan administration launched the Conservation Reserve Program. Starting in 1986, it promised farmers annual payments of about \$30 to \$50 for each acre they planted with trees or grasses.

Many seized the offer. By 1994, more than 2.2 million acres of farmland in the South had been converted to pine plantation, much of it in Mississippi, Alabama and Georgia. Other federal forestation programs added about 2.5 million acres more, according to Auburn's Mr. Zhang.

Meanwhile, timber was gaining popularity as an investment idea. People reasoned that trees would grow, and thus gain value, no matter what the stock market did. Investors large and small snapped up forestland that big paper companies put on the market to take advantage of the interest. Researchers reported in 1998 that residual fertilizer in the soil of former farms was helping trees grow faster.

A crush of maturing trees arrived just as U.S. housing markets collapsed in 2007 and 2008, creating a supply imbalance that in some places has never ended. Even with increased demand from the housing recovery, there remain about 25 years' worth of softwood supply in the Southeast, said Brooks Mendell, chief executive of Forisk Consulting, which advises timber investors.

In parts of Mississippi and Alabama, the glut is even worse. "It's unclear we'll ever have timber prices like we did 10 or 20 years ago," Mr. Mendell said.



Logs are piled up to await processing at a PotlatchDeltic mill in Arkansas. PHOTO: KAREN E. SEGRAVE FOR THE WALL STREET JOURNAL

Southern mill owners—who buy logs from landowners and resell them as poles, lumber and pulp—anticipate wide margins for years because their raw material is so cheap. Billions of dollars of new saw mills and mill expansions have been announced by the likes of Georgia-Pacific and Canada's Canfor Corp. Lumber is more practical than logs to haul long distances to stronger markets.

The arbitrage inspired last year's merger of Deltic Timber Corp. and Potlatch Corp. Deltic's three Arkansas mills offered profits amid depressed prices for Potlatch's Southern timber. The combined company quickly added a second shift to a mill in Ola, Ark., and a more efficient kiln for drying wood at another mill.

More mills could help timber prices, but building one of today's modern computerized mills, and finding the skilled labor to run it, is a complex task. "Can they install a mill in a rural town

in Mississippi and be able to go hire a hundred workers who want to work in a saw mill?" asked PotlatchDeltic Chief Executive Michael Covey at an investor conference in New York this summer. "It's going to take a few years for those Southern log prices to tip back up."

In the woods behind a subdivision in suburban Birmingham, Ala., this July, loggers downed all but the most aesthetically pleasing trees on George Lutz's 60 acres. He had plunked down some of his retirement savings to buy the property after the housing crash a decade ago and planned to develop residential lots. He was counting on the timber to recoup much more of his cost.

"If it wasn't my retirement, I probably wouldn't cut," he said.

The 65-year-old enlisted Rick Nelms, an Alabama consultant and procurement forester, to squeeze as much as possible from the harvest. Mr. Nelms is what is known as a timber cruiser, able to move through the woods and size up trees and estimate their value at a glance. He used to procure timber for a big paper company but now drives around Alabama and Mississippi advising an array of dentists, retirees and heirs on land deals and timber sales.



Forestry consultant Rick Nelms oversees a timber harvest on a tract in Alabama. PHOTO: BOB MILLER FOR THE WALL STREET JOURNAL

On Mr. Lutz's property, he watched the operator of a machine called a knuckleboom-crane yank trunks through a "delimber" to shave off the branches.

Mr. Nelms waved to the operator and shouted, "That's a pole."

The man in the crane looked down at the thick log he was about to lay on a pile of trunks destined for a mill that would saw them into lumber. It's bent, he said.

Mr. Nelms assured the operator the log would straighten out on the truck under the weight of the other big logs destined to become utility poles. The crane operator set the trunk aside.



Mr. Nelms examines a log. PHOTO: BOB MILLER FOR THE WALL STREET JOURNAL

It was worth the trouble to sort the trees carefully. A run-of-the-mill power pole could fetch about \$50 a ton at the mill, Mr. Nelms said, and logs big enough for larger transmission poles could be worth as much as \$130 a ton delivered. Saw logs, on the other hand, got only about \$20 a ton.

Nearby, a truck that was headed for a pulp mill 40 miles away pulled two trailers stacked with about 150 tree trunks, each about 40 feet long and too skinny, knotty or crooked to make poles or lumber. Mr. Lutz would pocket just \$3 a ton after expenses, amounting to around \$75 for the whole load, according to Mr. Nelms.



Pine logs arrive at an Arkansas mill. Owners of Southern forests often are stuck with whatever a nearby mill is paying for timber because it isn't feasible to haul logs long distances. PHOTO: KAREN E. SEGRAVE FOR THE WALL STREET JOURNAL

Before the housing crash, he could have expected three to five times that much, but since then, many more trees in Southern forests have grown to maturity.

Mr. Lutz's trees were sorted into seven product types, including saw logs. It was a natural stand, so there was plenty of hardwood, which was a plus. Long a nuisance for plantation growers because they compete with pine for sunlight and nutrients, deciduous trees fetch much better prices these days. A river system that flows to Alabama's Mobile Bay offers a way to ship the hardwood to overseas buyers.

Over toward Mississippi, outside of Reform, Ala., George Ballard harvested 100 acres where a mix of trees had sprouted naturally after an earlier clear-cut. The hardwood here was a blessing, returning \$26 a ton instead of the \$4 to \$12 a ton his pine trees fetched after expenses, depending on what product they were destined to become.

The economics are much worse for 1,000 acres he owns across the road. Mr. Ballard, 62, clear-cut both tracts after he bought them in 1987. Unlike the smaller parcel that he left to grow back naturally, he spent more than \$200,000 planting the larger property with rows of pine. Some lucrative sales had prompted him to go all-in replanting there and on other land he owned.

“I got \$6,000 an acre and we thought, ‘We’ve got to plant everything with pine bushes,’ ” Mr. Ballard said. “We thought the future was pine trees.”

Pine trees that would have been worth \$45 a ton “on the stump” back then might return \$14 a ton now, he estimates. For income, he leases forestland to hunters. He built a small lake and a cabin, planted some cleared spots with clover to provide food for deer and other wildlife and set up some blinds. Four men from Birmingham pay him \$65,000 a year to drive out on weekends and hunt whitetail deer and turkeys in season.

Mr. George, the Mississippi farmer who planted cropland to trees under a federal conservation program in the 1980s, moved to Memphis and became a cotton exporter. Now, with the pine trees mature and ready to harvest, he has to consider his father’s estate planning and a son in college as he figures out what to do.

Some of his trees have outgrown nearby saw mills and will have to be pulped for lower prices. Whether Mr. George, who is 57, harvests now or holds out for higher prices, he will ultimately have to decide whether he wants to commit to trees again.

“I’m not sure if we’ll replant or let it go to pasture,” Mr. George said. “We’d have to dynamite the stumps, though.”

Write to Ryan Dezember at [ryan.dezember@wsj.com](mailto:ryan.dezember@wsj.com)

### **Corrections & Amplifications**

Skip Steed is a timber broker in Lincoln, Ala. An earlier version of this article misspelled his last name.

*Appeared in the October 10, 2018, print edition as ‘Tree Glut Uproots Southern Investors.’*



Clayton George walks under a canopy of mature loblolly pine. PHOTO: BOB MILLER FOR THE WALL STREET JOURNAL

Copyright © 2017 Dow Jones & Company, Inc. All Rights Reserved

This copy is for your personal, non-commercial use only. To order presentation-ready copies for distribution to your colleagues, clients or customers visit <http://www.djreprints.com>.

DOW JONES, A NEWS CORP COMPANY

DJIA 25326.84 0.16% ▲

S&amp;P 500 2726.87 0.17% ▲

Nasdaq 7198.79 -0.03% ▼

U.S. 10 Yr -2/32 Yield 3.149% ▼

Crude Oil 57.02 2.39% ▲

# THE WALL STREET JOURNAL.

This copy is for your personal, non-commercial use only. To order presentation-ready copies for distribution to your colleagues, clients or customers visit <http://www.djreprints.com>.

<https://www.wsj.com/articles/man-who-steered-timber-subsidy-program-calls-it-his-biggest-regret-1539946801>

## MARKETS

# Man Who Steered Timber Subsidy Program Calls It His Biggest Regret

It 'turned into a boondoggle,' says Mike Gunn, who led efforts to add the Conservation Reserve Program to 1985 Farm Bill



Pine trees are harvested outside of Birmingham, Ala. A glut is depressing prices for Southern yellow pine. PHOTO: BOB MILLER FOR THE WALL STREET JOURNAL

By Ryan Dezember

Oct. 19, 2018 7:00 a.m. ET

One of the architects of a federal program that pays farmers to plant cropland with trees or grasses says the decades-old subsidy is his "biggest professional regret," partly for the way it has distorted markets for Southern timber.

Trees planted in the late 1980s and early 1990s with help from the program are now ready to harvest and flooding the market, adding to a glut and depressing prices for Southern yellow pine. The Wall Street Journal examined the tumbling fortunes of farmers-turned-forest-owners in an article last week.

Mike Gunn, who served in the Reagan administration as legislative director for the Soil Conservation Service, said in an interview that he led efforts to include the Conservation Reserve Program in 1985's Farm Bill, which was drafted in response to plunging crop prices.

The conservation program promises farmers with qualifying land annual rental payments for every acre of cropland they replace with trees or grasses. The aim was to prop up prices for agricultural commodities by taking fields out of rotation while also stemming erosion in ecologically sensitive areas.

"What was meant to be only a temporary reset turned into a boondoggle," said Mr. Gunn, who went on to be a state legislator in Mississippi and is now a real-estate investor. "Like everything else in government that starts out with honorable intent, the CRP gained entrenched political support; then turned into a crony capitalist welfare system for well-heeled farmers."

Starting in 1986, droves of Southern landowners signed up for the program. By 1994 they had planted some 2.2 million acres with pine trees, which are harvested for lumber and paper. The subsidy program paid them about \$30 to \$50 an acre, for up to 15 years.

<https://www.wsj.com/articles/man-who-steered-timber-subsidy-program-calls-it-his-biggest-regret-1539946801?emailToken=cb7df3e9e3ced37e3f701e...> 1/2

The conservation program, administered by the Agriculture Department's Farm Service Agency, has become a mainstay of the country's farm policy. Since inception, it has made \$49.7 billion of rental payments to landowners, according to federal data.

An Agriculture Department spokeswoman said the program's focus has shifted in recent years from retiring farm land to "preserving fragile tracts of environmentally sensitive land" and that efforts have been made lately to reduce payments to property owners.

Rental rates are intended to be comparable to what a landowner could receive by leasing acres for farming. "The program is not designed to be substantially more lucrative than farming a crop," she said.

RELATED

- Thousands of Southerners Planted Trees for Retirement. It Didn't Work

Overall about 22.6 million acres throughout the country were enrolled in the program through July, averaging rental payments of \$82 an acre. The program is capped by the

number of enrolled acres and each landowner is limited to maximum payments of \$50,000 a year.

Mr. Gunn said that he had expected the program would end the next time there was major farm legislation rather than become ingrained.

"I should have added to the legislation a sunset provision that caused the program to expire," he said. "It turned into crack for the agricultural community."

Write to Ryan Dezember at [ryan.dezember@wsj.com](mailto:ryan.dezember@wsj.com)

Appeared in the October 20, 2018, print edition as 'Key Figure Behind Timber Subsidies Has Regrets.'

Copyright &copy; 2017 Dow Jones & Company, Inc. All Rights Reserved  
This copy is for your personal, non-commercial use only. To order presentation-ready copies for distribution to your colleagues, clients or customers visit <http://www.djreprints.com>.

DOW JONES, A NEWS CORP COMPANY

DJIA 25333.16 0.18% ▲

S&amp;P 500 2728.02 0.21% ▲

Nasdaq 7203.96 0.04% ▲

U.S. 10 Yr -3/32 Yield 3.152% ▼

Crude Oil 56.97 2.30% ▲

This copy is for your personal, non-commercial use only. To order presentation-ready copies for distribution to your colleagues, clients or customers visit <http://www.djreprints.com>.

<https://www.wsj.com/articles/stressed-southern-timber-growers-get-hit-again-1540638001>

U.S.

## Stressed Southern Timber Growers Get Hit Again

Hurricane Michael leaves at least \$1.6 billion in woodland losses across three states



Broken trees line a road in Panama City, Fla., after Hurricane Michael. PHOTO: SCOTT OLSON/GETTY IMAGES

By Jon Kamp and Ryan Dezember

Oct. 27, 2018 7:00 a.m. ET

Owners of forest land along the Florida Panhandle and beyond are grappling with at least \$1.6 billion in timber losses after Hurricane Michael snapped and mangled trees across the region, according to state authorities.

Forestry officials in Florida, Georgia and Alabama estimate the hurricane damaged more than five million acres of woodland in the region when it roared through this month. The destruction marked a fresh blow to timber growers already saddled with historically low prices brought on by a glut of mature trees in the South.

The storm hardly dented the oversupply. But it wiped out decades-old investments and triggered heavy cleanup costs for local timber owners, most of whom are individuals and families.

Forester Will Leonard said nearly all of his family's roughly 8,000 acres of Florida Panhandle pine were damaged. This includes 100-foot slash pine that could have fetched up to \$60 a ton as utility poles before the storm, but now might be worth \$2 to \$3 a ton as pulp.

Mr. Leonard believes his family can reforest at least some of their timberland, but is worried many owners will be strained to recover from the costly damage to their land.

"These are working people who held on to it, and they were counting on that as either all, or a large part, of their retirement, and it's just gone," he said.

Landowners rarely carry insurance on timber because it isn't cost effective. Some may be eligible for casualty loss deductions on their federal income taxes, depending on how much they invested in their timber, how long the trees have been growing and whether any money is spent replanting.

Southern yellow pine, which is sawed into lumber and pulped into paper and particle board, is one of the region's top agricultural products. Sunshine State growers alone are out about \$1.3 billion worth of wood as a result of the storm, according to Florida authorities.

"This is a catastrophic loss," state Commissioner of Agriculture Adam Putnam said.

In Georgia, state officials say the lost timber is worth roughly \$374 million. Forestry officials in Alabama are still tallying lost value, but have identified more than 42,000 acres of forestland in the state's southeast corner where damage ranges from modest to total loss.

Most owners simply have to salvage what wood they can while it is still worth something. Blue stain, brought about by fungi, can set in within about a month, and ruin saw logs. And it doesn't take long for bugs and rot to take over.

"It's hard to get in and work when you have trees laying around like toothpicks," said Marshall Thomas, president of F&W Forestry Services Inc., an Albany, Ga., firm that manages forests for landowners.

Growers will be fortunate to salvage 20% of the damaged trees, and those that make it to mills might fetch just 20% to 50% of their pre-storm value, said Chad Nimmer, a Georgia lawmaker who works in logging.

Wind-rattled wood usually won't make the grade for top-dollar forest products, like utility poles and lumber, foresters say. It is more likely to be pulped or mulched, which returns far less.

Bill Montford, a Florida state senator whose family owns 100 acres of devastated forestland, said even old trees that are left standing still suffered damage. "It's questionable if you can use those from the damage inside," he said.

The condition of local mills is another concern. It isn't economical to carry trees too far from where they are grown, with weight limits on highways, slim margins and in-demand logging crews who are reluctant to spend too much time on the road.

WestRock Co. said its Panama City mill, a likely destination for much of the downed timber, suffered substantial damage. The paper and packaging firm is working to get the line that makes facing for corrugated cardboard back to full production by mid-November. It will be at least six months before its pulp production is back to capacity.

Undamaged mills, on the other hand, may already be fully stocked from the summer logging season. "We're hoping they'll be considerate and take as much of that damaged wood as possible," said Dana Stone, an Alabama Forestry Commission official.

Even as new trees get planted, the storm could leave lasting scars across the rural landscape.

"Hurricane Michael was more than just economic loss," said Mr. Leonard, whose family has worked the Panhandle forests for five generations. "I've harvested trees that my great grandfather planted. There's a connection to people in my family I've never known."

---

#### RELATED

---

- Broken Pecan Trees, Ruined Cotton Harvest: Georgia Counts Michael's Cost (Oct. 17)
- 'You Just Realize It's All Gone': Hurricane Michael's Heavy Toll (Oct. 12)
- Surveying the Damage From Hurricane Michael (Oct. 11)
- Thousands of Southerners Planted Trees for Retirement. It Didn't Work. (Oct. 9)

Copyright &copy;2017 Dow Jones &amp; Company, Inc. All Rights Reserved

This copy is for your personal, non-commercial use only. To order presentation-ready copies for distribution to your colleagues, clients or customers visit <http://www.djreprints.com>.



Ref #	Map	Name	Prior	Ac Other	Ac Timber	Ac Total	Land WS	Imprv WS	Timber WS	Total WS	Land WS Ac.	Land Ret S/Ac.	Imprv Ret	Timber Ret	Total Ret	Land Ret S/Ac.	Land Ret \$	Improv. \$	Timber \$	WHH	FMV	Comments
<b>GROUP BY PRIORITY</b>																						
<b>HEIMS WHOLESAL</b>											<b>HEIMS RETAIL</b>					<b>WHH FMV ESTIMATE</b>						
54	A1 / 2-	Millway / Race	L	103.0	252.0	355.0	599.2	273.0	417.8	1290.0	1.7	838.8	382.2	459.6	1680.6	2363	5,312	1,885,792	588,896	459,600	2,934,288	Improvements per CA Appraisal
55	R1 / 4	Boykin Gun et al	L	43.0	495.0	538.0	753.2	350.0	507.5	1610.7	1.4	1054.5	437.5	561.7	2053.7	1960	3,057	1,644,600	946,684	561,700	3,152,984	Improvements per CA Appraisal
56	R2 / 13	Swamp	L	151.6	264.8	416.4	541.3	0.0	510.1	1051.4	1.3	757.8	0.0	561.1	1318.9	1820	3,500	1,457,400	0	561,100	2,018,500	
57	R3 / 15	Boykin Mill (Pond)	L	167.6	0.0	167.6	100.6	167.6	0.0	268.2	0.6	140.8	234.6	0.0	375.4	840	2,165	362,790	Incl.	0	362,790	Helms Improvements are the Pond Dam
58	1 / 9	Billy Field	L	22.7	83.7	106.4	125.8	0.0	181.4	307.2	1.2	176.1	0.0	199.6	375.7	1655	5,000	532,000	0	199,600	731,600	
59	2 / 8	Burnett	L	0.0	47.6	47.6	56.2	0.0	86.7	142.9	1.2	78.7	0.0	95.3	174.0	1653	6,500	309,400	0	95,300	404,700	
60	3 / 6	Capelhart	L	85.3	163.9	249.2	420.5	0.0	249.8	670.3	1.7	588.8	0.0	274.7	863.5	2363	4,708	1,173,145	0	274,700	1,447,845	
61	7 / 11	Whitaker I	L	80.1	88.8	168.9	342.1	105.0	241.0	688.1	2.0	447.7	136.5	241.0	822.2	2633	5,500	928,895	136,500	241,000	1,306,395	SEE LEGACY PROP. VALUE DETERMINATION BELOW FOR INPUTS
62	8 / 12	Whitaker II	L	0.0	5.0	5.0	8.4	0.0	0.0	8.4	1.7	16.9	0.0	0.0	16.9	3380	5,000	25,000	0	0	25,000	
63	9 / 10	Yellow House	L	129.0	258.2	387.2	852.2	41.7	206.7	1100.6	2.2	1278.3	54.3	227.4	1560.0	3301	5,000	1,936,000	54,300	227,400	2,217,700	
64	10	Aunt May's	L	3.1	0.0	3.1	13.1	31.3	0.0	44.4	4.2	19.6	46.9	0.0	66.5	6323	10,000	31,000	46,900	0	77,900	
<b>TOTAL</b>				<b>785.4</b>	<b>1659.0</b>	<b>2444.4</b>	<b>3812.6</b>	<b>968.6</b>	<b>2401.0</b>	<b>7182.2</b>		<b>5395.0</b>	<b>1292.0</b>	<b>2620.4</b>	<b>9307.4</b>		<b>10,286,022</b>	<b>1,773,280</b>	<b>2,620,400</b>	<b>14,679,702</b>		
<b>WHH FMV ESTIMATE</b>																						
<b>HEIMS WHOLESAL</b>											<b>HEIMS RETAIL</b>					<b>WHH FMV ESTIMATE</b>						
68	4	Carter Hill	6-12	0.0	154.2	154.2	185.8	0.0	205.4	391.2		260.1	0.0	226.0	486.1	1686	5,500	848,265	0	226,000	1,074,265	Value same as Copchart @ \$500/ac.
69	5	Dr. Irvine	6-12	1.6	188.4	190.0	209.4	9.6	390.0	609.0		293.2	9.6	429.0	731.8	1543	3,500	665,000	9,600	429,000	1,103,600	Access ? Surrounding prop? Discount per RB analysis. However, Comp # 13 ... 115 ac. @ 7000 ac @ 2016
70	11	Fairfield Co.	6-12	10.0	200.0	210.0	296.9	0.0	125.3	422.2		415.6	0.0	137.8	553.4	1979	1,979	415,600	0	137,800	553,400	per Helms
71	19	Grant Hill	6-12	0.0	188.0	188.0	164.6	0.0	240.1	404.7		230.5	0.0	264.1	494.6	1226	1,226	230,500	0	264,100	494,600	per Helms
72	21	Hines Rd.	6-12	0.0	149.8	149.8	119.2	0.0	168.7	287.9		155.0	0.0	185.5	340.5	1035	1,035	185,000	0	185,500	340,500	per Helms
73	22	Live Oak Rd.	6-12	0.0	97.0	97.0	77.2	0.0	144.7	221.9		108.1	0.0	159.3	267.3	1114	1,114	108,100	0	159,200	267,300	per Helms
74	27	Rabbit Pen	6-12	0.0	499.0	499.0	337.6	0.0	792.0	1129.6		438.9	0.0	871.2	1310.1	880	1,380	688,620	0	871,200	1,559,820	per Helms
75	30	Sumter Mt.	6-12	36.0	1056.0	1092.0	898.5	28.3	1124.5	2051.3		1257.8	39.6	1236.9	2524.3	1152	1,600	1,747,200	39,600	1,236,900	3,023,700	per Helms
76	<b>TOTAL</b>				<b>47.6</b>	<b>2532.4</b>	<b>2580.0</b>	<b>2289.2</b>	<b>37.9</b>	<b>3190.7</b>	<b>5517.8</b>		<b>3159.2</b>	<b>49.2</b>	<b>3509.7</b>	<b>6718.1</b>		<b>4,858,285</b>	<b>49,200</b>	<b>3,509,700</b>	<b>8,417,185</b>	per Helms ... Land S/ac per Sumter Mt. appraisal by CA below; use low end of comp range @ 1380 ac. Charleston Appraisal @ \$1600/Ac 11/17/16 (land) & 7 adj. comp \$1380-\$2000 ac.
<b>WHH FMV ESTIMATE</b>																						
<b>HEIMS WHOLESAL</b>											<b>HEIMS RETAIL</b>					<b>WHH FMV ESTIMATE</b>						
81	E1	Alice's 7	1-5	0.0	7.0	7.0	6.4	0.0	6.6	13.0		8.3	0.0	7.3	15.6	1186	1,186	8,300	0	7,300	15,600	per Helms
82	12	Heath Springs	1-5	0.0	45.4	45.4	74.3	0.0	62.0	136.0		96.5	0.0	74.5	171.0	2126	2,126	96,500	0	74,500	171,000	per Helms
83	13	St. James	1-5	0.0	120.5	120.5	124.8	0.0	177.1	301.9		162.2	0.0	194.8	357.0	1346	1,346	162,200	0	194,800	357,000	per Helms
84	14	Turkey Creek	1-5	14.0	124.0	138.0	128.4	0.0	36.1	164.5		192.6	0.0	39.7	232.3	1396	1,396	192,600	0	39,700	232,300	per Helms
85	15	Yates	1-5	0.0	131.0	131.0	135.6	0.0	158.3	293.9		176.3	0.0	174.1	350.4	1346	808	105,900	0	174,100	280,000	per Helms
86	17	Charlie Grant	1-5	0.0	39.8	39.8	28.5	0.0	74.5	103.0		37.1	0.0	81.9	119.0	932	932	37,100	0	81,900	119,000	per Helms
87	18	Cinnamon Rd.	1-5	0.0	50.0	50.0	43.8	0.0	40.4	84.2		61.3	0.0	44.4	105.7	1226	1,226	61,300	0	44,400	105,700	per Helms
88	20	Hattie A. Lane	1-5	0.0	42.0	42.0	33.4	0.0	28.2	61.6		43.5	0.0	31.0	74.5	1036	1,036	43,500	0	31,000	74,500	per Helms
89	23	Log Cabin A	1-5	0.0	31.3	31.3	29.9	0.0	46.2	76.1		41.8	0.0	50.8	92.6	1337	1,337	41,800	0	50,800	92,600	per Helms
90	24	Log Cabin B	1-5	0.0	10.0	10.0	8.0	0.0	20.2	28.2		11.9	0.0	22.2	34.1	1190	1,190	11,900	0	22,200	34,100	per Helms
91	25	New Hope	1-5	0.0	68.1	68.1	59.7	0.0	52.6	112.3		83.5	0.0	57.9	141.4	1226	1,226	83,500	0	57,900	141,400	per Helms
92	26	Peach Orchard	1-5	0.0	90.0	90.0	71.6	0.0	112.7	184.3		93.1	0.0	124.0	217.1	1034	1,034	93,100	0	124,000	217,100	per Helms
93	28	Rembert	1-5	0.0	40.0	40.0	41.4	0.0	36.7	78.1		58.0	0.0	40.4	98.4	1450	1,450	58,000	0	40,400	98,400	per Helms
94	29	No. Sumter Mt.	1-5	0.0	49.0	49.0	33.2	0.0	42.7	75.9		53.0	0.0	46.9	99.9	1082	1,380	67,620	0	46,900	114,520	Charleston Apprais. Sumter Mt. land @ \$1600/Ac (11/17/16); 7 adj. comp \$1380-\$2000 ac.; Use 1380 / ac.
95	31	Black River Rd.	1-5	0.0	42.9	42.9	37.6	0.0	64.3	101.9		52.6	0.0	70.7	123.3	1226	1,226	52,600	0	70,700	123,300	per Helms
96	80	No. New Hope	1-5	0.3	0.0	0.3	1.0	0.0	M	1.0		1.4	0.0	0.0	1.4	4667	4,667	1,400	0	0	1,400	per Helms
97	82	Spring Hill (access)	1-5	1.2	0.0	1.2	1.1	0.0	0.0	1.1		1.7	0.0	0.0	1.7	1371	1,371	1,700	0	0	1,700	per Helms
98	83	Ward Rd.	1-5	6.8	0.0	6.8	13.0	0.0	0.0	13.0		18.5	0.0	0.0	18.5	2721	2,721	18,500	0	0	18,500	per Helms
99	84	Cool Springs Lake	1-5	9.8	0.0	9.8	73.8	0.0	15.1	88.9		111.9	0.0	15.1	127.0	11418	11,418	111,900	0	15,100	127,000	per Helms
100	85	Peckwoods Lots	1-5	6.6	0.0	6.6	220.0	0.0	0.0	220.0		320.5	0.0	0.0	320.5	48561	48,561	320,500	0	0	320,500	RB reports LoBon appraisal @ 153,000; no appraisal in file; Use Helms
101	86	Peckwoods Misc.	1-5	38.9	0.0	38.9	103.6	0.0	60.5	164.1		337.5	0.0	60.5	398.0	8681	8,681	337,500	0	60,500	398,000	per Helms
102	87	Camden Lot	1-5	0.7	0.0	0.7	7.0	0.0	0.0	7.0		10.0	0.0	0.0	10.0	14285	14,285	10,000	0	0	10,000	per Helms
103	88	Commerce Alley	1-5	0.5	0.0	0.5	159.8	65.2	0.0	225.0		183.8	65.2	0.0	249.0	367600	289,600	144,800	65,200	0	210,000	Helms @ 249,000; Carter appraisal @ 5225,000; RB @ 5210,000; Use RB @ 210,000; Adj land for Δ
104	89	Lachicotte-Warehouse	1-5	0.8	0.0	0.8	23.5	46.5	0.0	70.0		53.5	46.5	0.0	100.0	66875	44,375	35,500	46,500	0	82,000	Carter Appraised @ 82,000; RB @ 590,000; Use Carter @ 82,000; Adj land for Δ
105	90	US I & Bldgs.	1-5	3.8	0.0	3.8	402.2	329.1	0.0	731.3		645.9	329.1	0.0	975.0	169974	155,500	590,900	329,100	0	920,000	per Helms @ 975,000 and RB @ 5920,000; Use RB; Adj land for Δ
<b>TOTAL</b>				<b>83.4</b>	<b>891.0</b>	<b>974.4</b>	<b>1861.6</b>	<b>440.8</b>	<b>1034.2</b>	<b>3336.6</b>		<b>2856.4</b>	<b>440.8</b>	<b>1136.2</b>	<b>4433.4</b>		<b>2,688,620</b>	<b>440,800</b>	<b>1,136,200</b>	<b>4,265,620</b>		
<b>CUMULATIVE TOTAL</b>				<b>5998.8</b>			<b>16,036,600</b>					<b>20,458,900</b>			<b>27,362,507</b>							



155	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB
156	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB

**TOTAL TRUST FAIR MARKET VALUE DETERMINATION**

	WHH / FMV	HELMS / RET.	HELMS / WS
<b>LEGACY PROPERTY</b>			
Land	10,286,022	5,395,000	3,812,600
Improvements	1,773,280	1,292,000	968,600
Timber	2,620,400	2,620,400	2,401,000
<b>TOTAL</b>	<b>14,679,702</b>	<b>9,307,400</b>	<b>7,182,200</b>
<b>6-12 YR. SALE PROPERTY</b>			
Land	4,858,285	3,159,200	2,289,200
Improvements	49,200	49,200	37,900
Timber	3,509,700	3,509,700	3,190,700
<b>TOTAL</b>	<b>8,417,185</b>	<b>6,718,100</b>	<b>5,517,800</b>
<b>1-5 YR. SALE PROPERTY</b>			
Land	2,688,620	2,856,400	1,861,600
Improvements	440,800	440,800	440,800
Timber	1,136,200	1,136,200	1,034,200
<b>TOTAL</b>	<b>4,265,620</b>	<b>4,433,400</b>	<b>3,336,600</b>
<b>TOTAL REAL ESTATE VALUATION</b>	<b>27,362,507</b>	<b>20,458,900</b>	<b>16,036,600</b>

Disclaimer: Please note that the preparer of this analysis, William Harrison, was not provided sufficient current data as to other current assets and liabilities to make an estimate of total trust valuation ("Adjusted Net Asset Value"). It appears that the Helms analysis did NOT take into account certain timber harvests, property sales, or capital investments that occurred in 2018 (possibly 2017) that would have revised his determination of Net Asset Value. Therefore, in order to make as representative a comparison as possible, this valuation estimate will conclude at "Total Real Estate Valuation" per the above.

177			
178			
179			
180			
181			
182			
183	ADJUSTED NET ASSET VALUE	NA	NA
184			
185			
186			
187			
188			
189			
190			
191			
192			

Property	Sales Price	Acres	Price per acre	Date of Sale	Tax Map #
1 10500 Broom Factory Rd	\$ 600,000.00	39.5	\$10,126.00	5/4/2018	Sumter County
			(\$200K reduction for cost of house)		
2 47 Ascot Dr	\$ 50,000.00	5.02	\$ 9,960.16	4/12/2018	328-00-00-041-SKC
3 667 Community Center Rd	\$ 180,000.00	29.92	\$ 6,016.04	3/23/2018	328-00-00-038
4 105 Ascot Dr	\$ 58,000.00	4.8	\$ 12,083.33	3/19/2018	328-00-00-037-SKC
5 496 Cantey Lane	\$ 260,000.00	24.11	\$ 10,783.91	9/25/2017	342-00-00-069
6 143 Ascot Dr	\$ 99,000.00	10.78	\$ 9,183.67	9/18/2017	328-00-00-034-SKC
7 282 Tombfield Rd	\$ 191,510.00	21.6	\$ 8,866.20	8/25/2017	328-00-00-011
8 142 Tombfield Rd	\$ 380,000.00	10	\$ 7,680.00	7/19/2017	342-00-00-003
9 331A Bynard Boykin Rd	\$ 273,000.00	5	\$ 13,400.00	3/17/2017	355-00-00-019
10 115 Ascot Dr	\$ 40,000.00	6.04	\$ 6,622.52	3/3/2017	328-00-00-036-SKC
11 SUE Z	\$ 101,550.00	6.77	\$ 15,000.00	2/21/2017	342-00-00-029
12 155 Ascot Dr	\$ 30,000.00	4.21	\$ 7,125.89	1/20/2017	328-00-00-033
13 Swift Creek Road	\$ 810,000.00	114.68	\$ 7,063.13	9/2/2016	366-00-00-011
14 1901C Boykin Rd	\$ 1,019,500.00	69.42	\$ 10,914.72	8/10/2016	374-00-00-017
15 215 Stockton Rd	\$ 265,200.00	4.54	\$ 6,960.35	6/16/2016	354-00-00-009
16 653 Charlotte Thompson School Rd	\$ 115,000.00	14.85	\$ 7,744.11	4/18/2016	329-00-00-159
17 29 Ascot Drive	\$ 38,000.00	4.3	\$ 8,837.21	3/25/2016	328-00-00-042
18 147 Stockton Rd	\$ 294,950.00	8.65	\$ 6,988.44	4/8/2014	354-00-00-004
19 70 Tombfield Rd	\$ 155,000.00	15	\$ 10,333.33	11/1/2013	342-00-00-067
20 473 Cantey Lane	\$ 365,000.00	12.4	\$ 13,580.65	8/19/2013	342-00-00-044
21 2126 Boykin Rd	\$ 750,000.00	72.76	\$ 8,244.91	5/31/2013	383-00-00-013
22 217 Tombfield Rd	\$ 87,000.00	7.73	\$ 11,254.85	2/26/2013	342-00-00-066
23 88 Fernie Lane	\$ 395,400.00	9.92	\$ 14,606.85	1/30/2013	342-00-00-059
24 145 Roland Rd	\$ 357,950.00	27.57	\$ 6,508.89	8/13/2012	383-00-00-014
25 1901 Boykin Rd	\$ 377,000.00	40	\$ 5,717.50	6/15/2012	374-00-00-012
26 331B Bynard Boykin Rd	\$ 310,000.00	22.62	\$ 7,904.51	4/16/2012	355-00-00-017A
27 361 Sarah Lane	\$ 1,234,350.00	246.77	\$ 5,002.03	2/20/2012	375-00-00-013
28 311 Tombfield Road	\$ 1,875,000.00	42.72	\$20,482.21	6/1/2011	342-00-00-017
			(\$1MM reduction for cost of barn)		
29 269 Tombfield Rd	\$ 187,500.00	6.43	\$ 29,160.19	6/1/2011	342-00-00-056
30 455 Swift Creek Rd	\$ 55,000.00	2.09	\$ 26,315.79	5/19/2011	375-00-00-029
31 417 Boykin Mill Rd	\$ 279,700.00	55.94	\$ 5,000.00	5/6/2010	375-00-00-014
32 437 Ice House Hill Road	\$ 830,000.00	103.8	\$ 7,996.15	2/27/2009	382-00-00-002
33 1924 Boykin Rd	\$ 314,800.00	20	\$ 6,075.00	2/24/2009	374-00-00-008
34 73 Fernie Lane	\$ 155,000.00	10.03	\$ 15,453.64	9/12/2008	342-00-00-062
35 355 Tombfield Rd	\$ 300,000.00	24	\$ 12,500.00	8/2/2007	342-00-00-020B
36 365 Swift Creek Rd	\$ 50,000.00	2.02	\$ 24,752.48	6/29/2007	375-00-00-028
37 30 Baynard Boykin Rd	\$ 590,000.00	26.43	\$ 18,951.95	6/27/2007	354-00-00-015
38 397 Swift Creek Rd	\$ 98,000.00	2.02	\$ 48,514.85	6/8/2007	375-00-00-026
39 407 Swift Creek Rd	\$ 98,000.00	2.03	\$ 48,275.86	6/8/2007	375-00-00-027
40 164 Tombfield Rd	\$ 470,000.00	11.1	\$ 27,828.83	5/29/2007	342-00-00-004
41 437 Swift Creek Rd	\$ 40,000.00	2.07	\$ 19,323.67	4/27/2007	375-00-00-025
42 TD McLeod Rd	\$ 112,034.00	17.236	\$ 6,500.00	2/5/2007	Sumter County
43 417 Swift Creek Rd	\$ 60,000.00	4.1	\$ 14,634.15	10/31/2006	375-00-00-020
44 481 Cantey Lane	\$ 645,000.00	18.7	\$ 19,454.55	7/18/2006	343-00-00-032
45 293 Piney Bluff Rd	\$ 875,000.00	39.03	\$ 17,478.86	3/8/2006	365-00-00-014
46 2016 Boykin Rd	\$ 32,900.00	6.57	\$ 5,007.61	10/12/2004	383-00-00-017
47 165 Roland Rd	\$ 311,000.00	18.5	\$ 16,810.81	7/7/2004	384-00-00-001
48 1539 Sumter Highway	\$ 140,000.00	40.44	\$ 3,461.92	7/14/2003	366-00-00-008
49 32 Pinegrove Plantation Rd	\$ 1,077,250.00	157.03	\$ 5,047.12	7/14/2003	366-00-00-001
50 89 Fernie Lane	\$ 115,710.00	16.53	\$ 7,000.00	4/21/2003	342-00-00-061

12,939.85 Average Price Per Acre

**TRUST PROPERTIES**  
(Kershaw County Farmland and Timberland)

- 1 Racetrack
- 2 Millway
- 3 Firehouse Tract (west side of 261)
- 4 Gun Club Tract
- 5 Downtown Boykin
- 6 Capehart Tract
- 7 Carter Hill Tract
- 8 Burnett Tract
- 9 Billy Field Tract
- 10 Yellow House Tract (Broadview Plantation, Gillis, Cantey Tracts)
- 11 Whitaker Tract
- 12 Whitaker Tract #2
- 13 Swamp Tract
- 14 Dr. Boykin Tract
- 15 Boykin Millpond

PETITIONER'S  
EXHIBIT  
**170**

Ex 170-001

Petitioner's Deposition  
Exhibit

**6**

YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
<b>BOYKIN - 2032(a) ELECTIONS - HARRISON ANALYSIS - OPTIONS</b>															
<b>LAFRAGE 15 YR. PROJECTIONS - SILVERCULTURE HARVESTS</b>															
Billy Fields Rev.	85.15	111,837					10,816		59,822	2,600	9,464	5,142			
Billy Fields Exp.											(3,565)	(3,720)			
Burnett Rev.	47.60	36,670	63,043	1,066											
Burnett Exp.		(960)	(1,495)	(2,480)	(960)										
Millway # 1 Rev.	355.00		325,620												
Millway # 1 Exp.					(2,300)										
Millway # 2 Rev.	incl						137,811			5,248		2,460			
Millway # 2 Exp.									(7,360)	(7,680)					
Racetrack Rev.	incl	200,757		23,296	7,298				72,624			5,166			
Racetrack Exp.				(10,235)	(10,680)						(7,245)	(7,560)			
Whitaker Rev.	135.11		10,400	57,665	4,160	165,661			15,760	1,000	3,640	1,000		37,000	
Whitaker Exp.								(4,600)	(4,800)						
Capchart Rev.	199.33	18,720	96,898		1,394	51,931			3,116	46,656		2,952			
Capchart Exp.				(1,955)	(2,040)		(4,370)	(4,560)			(4,140)	(4,320)			
<b>ELECTION AC. TOTAL</b>	<b>2602.24</b>														
TOTAL REV.		504,004	531,873	277,919	292,956	297,504	240,411	423,921	73,106	201,262	64,328	19,292	61,956	26,324	248,600
TOTAL EXP.		(960)	(46,810)	(82,732)	(27,562)	(17,350)	(30,499)	(37,403)	(25,858)	(30,118)	(7,680)	(14,950)	(15,600)	0	0
NET INCOME		503,044	485,063	195,187	265,394	280,154	209,912	386,518	47,248	171,144	56,648	4,342	46,356	26,324	248,600

Petitioner's Deposition  
Exhibit  
**7**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	
37		<b>WHH FMV DETERMINATION ... 2032(a) PROPERTIES</b>																	
38			TRACT AC	WHH FMV	HELMS	TOTAL	WHH FMV	HELMS	TOTAL										
39			2032(a) %	LAND	TIMBER	FMV	LAND	TIMBER	FMV										
40					(RETAIL STOCKS)		ADJ	ADJ											
41			<b>Billy Fields</b>	80.00%	532,000	199,600	731,600	425,600	159,680	585,280									
42			<b>Burnett</b>	100.00%	309,400	95,300	404,700	309,400	95,300	404,700									
43			<b>Millway # 1</b>	100.00%	1,885,792	459,600	2,345,392	1,885,792	459,600	2,345,392									
44			<b>Millway # 2 (House &amp; Site)</b>	(incl)	588,896	0	588,896	588,896	0	588,896									
45			<b>Racetrack</b>	(incl)	(incl)	(incl)	(incl)	(incl)	(incl)	(incl)									
46			<b>Whitaker &amp; Improv.</b>	80.00%	1,090,395	241,000	1,331,395	872,316	192,800	1,065,116									
47			<b>Capchart</b>	80.00%	1,173,145	274,700	1,447,845	938,516	219,760	1,158,276									
48			<b>Subtotal</b>				<b>5,020,521</b>	<b>1,127,140</b>	<b>6,147,661</b>										
49			<b>Carter Hill</b>	80.00%	848,265	226,000	1,074,265	678,612	180,800	859,412									
50			<b>Irvin Boykin &amp; Improv.</b>	80.00%	674,600	429,000	1,103,600	539,680	343,200	882,880									
51			<b>Rabbit Pen</b>	100.00%	688,620	871,200	1,559,820	688,620	871,200	1,559,820									
52			<b>Sumter Mtn. &amp; Improv.</b>	88.01%	1,786,800	1,236,900	3,023,700	1,572,563	1,088,596	2,661,158									
53			<b>Sumter Mtn. / So.</b>	88.01%	67,620	46,900	114,520	59,512	41,277	100,789									
54			<b>Subtotal</b>		<b>4,065,905</b>	<b>2,810,000</b>	<b>6,875,905</b>	<b>3,538,987</b>	<b>2,525,072</b>	<b>6,064,059</b>									
55			<b>TOTAL</b>				<b>8,559,508</b>	<b>3,652,212</b>	<b>12,211,720</b>										
56																			
57																			
58																			
59			<b>OPTION # 1: TAKE 2032(a) ELECTION AND HOLD DESIGNATED PROPERTIES FOR 10 YEARS</b>																
60			<b>CASH FLOW / IRR ANALYSIS / BEFORE INCOME TAX BUT ADJUST FOR ESTATE TAX 2032(A) ELECTION AND RECAPTURE</b>																
61																			
62																			
63																			
64																			
65																			
66																			
67																			
68																			
69																			
70																			
71																			
72																			
73																			
74																			
75																			
76																			
77																			
78																			
79																			
80																			
81																			
82																			
83																			
84																			
85																			
86																			
87																			
88																			
89																			
90																			
91																			
92																			
93																			

2,907,284  
(986,972)

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
94																		
95																		
96		<b>OPTION # 2: NO 2032(a) ELECTION; ASSUME PROPERTIES LIQUIDATED EOY 2; 10 YEARS TOTAL</b>																
97																		
98																		
99																		
100																		
101																		
102																		
103																		
104																		
105																		
106																		
107																		
108																		
109																		
110																		
111																		
112																		
113																		
114																		
115																		
116																		
117																		
118																		
119																		
120																		
121																		
122																		
123																		
124																		
125																		

69

Petitioner's Deposition  
Exhibit  
8

**15 Year Silvicultural Recommendations  
For The  
The L.W. Boykin II Estate**

PETITIONER'S  
EXHIBIT  
**117**

Ex 117-001

## The Boykin Family Trust

### Silvicultural Recommendations - Income/Expense Estimations

Year	Estimated Income	Estimated Expense	Total Income
2017	\$ 831,596.00		\$ 831,596.00
2018	\$ 1,238,315.00	\$ 920.00	\$ 1,237,395.00
2019	\$ 931,003.00	\$ 10,645.00	\$ 920,358.00
2020	\$758,632.00	\$ 71,550.00	\$ 687,082.00
2021	\$ 396,885.00	\$ 116,707.00	\$ 280,178.00
2022	\$343,492.00	\$ 58,372.00	\$ 285,120.00
2023	\$ 423,999.00	\$ 36,260.00	\$ 387,739.00
2024	\$623,036.00	\$ 37,439.00	\$ 585,597.00
2025	\$ 431,985.00	\$ 49,938.00	\$ 382,047.00
2026	\$108,386.00	\$ 78,168.00	\$ 30,218.00
2027	\$590,688.00	\$ 61,918.00	\$ 528,770.00
2028	\$66,428.00	\$ 25,269.00	\$ 41,159.00
2029	\$26,935.00	\$39,905.00	\$ (12,970.00)
2030	\$147,790.00	\$41,640.00	\$ 106,150.00
2031	\$158,052.00	\$ -	\$ 158,052.00
2032	\$495,500.00	\$4,370.00	\$ 491,130.00
<b>Total</b>	<b>\$ 7,572,722.00</b>	<b>\$ 633,101.00</b>	<b>\$ 6,939,621.00</b>



## Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018	\$100,770.00	
2019		
2020	\$20,592.00	\$4,095.00
2021	\$3,198.00	\$4,290.00
2022		
2023		
2024		
2025		
2026		
2027	\$41,095	
2028		
2029		\$5,060.00
2030	\$3,608.00	\$5,280.00
2031		
2032		
Total	\$ 169,263.00	\$ 18,725.00



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018		
2019	\$82,773.00	
2020		
2021		\$3,450.00
2022	\$2,460.00	\$3,600.00
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
Total	\$ 85,233.00	\$ 7,050.00



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018		
2019	\$71,450.00	
2020		
2021		\$3,105.00
2022	\$2,214.00	\$3,240.00
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
<b>Total</b>	<b>\$ 73,664.00</b>	<b>\$ 6,345.00</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018		
2019	\$47,406.00	
2020		
2021		\$2,300.00
2022	\$1,640.00	\$2,400.00
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
<b>Total</b>	<b>\$ 49,046.00</b>	<b>\$ 4,700.00</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018		
2019		
2020		
2021		
2022	\$60,212.00	
2023		\$6,670.00
2024	\$4,756.00	\$6,960.00
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
<b>Total</b>	<b>\$ 64,968.00</b>	<b>\$ 13,630.00</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018		
2019	\$53,027.00	
2020		
2021		\$3,795.00
2022	\$2,706.00	\$3,960.00
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
<b>Total</b>	<b>\$ 55,733.00</b>	<b>\$ 7,755.00</b>

Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018		
2019	\$23,084.00	
2020		
2021		\$1,150.00
2022	\$820.00	\$1,200.00
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
<b>Total</b>	<b>\$ 23,904.00</b>	<b>\$ 2,350.00</b>





Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017	\$53,820.00	
2018	\$100,546.00	
2019		
2020		\$4,025.00
2021	\$2,870.00	\$4,200.00
2022		
2023		
2024	\$117,856.00	
2025		
2026		\$13,225.00
2027	\$9,430	\$13,800.00
2028		
2029		
2030		
2031		
2032		
Total	\$ 284,522.00	\$ 35,250.00



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018		
2019		
2020	\$130,850.00	
2021		
2022		\$10,350.00
2023	\$7,380.00	\$10,800.00
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
<b>Total</b>	<b>\$ 138,230.00</b>	<b>\$ 21,150.00</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024	\$24,072.00	
2025		\$690.00
2026		\$720.00
2027	\$12,672	
2028		
2029		
2030		
2031		
2032	\$50,400.00	
Total	\$ 87,144.00	\$ 1,410.00

### The Hines Road Tract

#### Silvicultural Recommendations - Income/Expense Estimations

Stand #	Acres	Timber Type	Year	Recommendation	Estimated Income	Estimated Expense
1	144	PLOB3mn	2024	Harvest	\$200,891.00	
2	6	PH3mh	2024	Harvest	\$6,450.00	
1,2	150		2026	Site Preparation-Herbicide		\$17,250.00
1,2	150		2027	Tree Planting-Improved Loblolly Pine		\$18,000.00
1,2	150		2027	Government Cost Share	\$12,300.00	
				No income or expenses projected until 2043		
Total Estimated Income/ Expense					\$219,641.00	\$35,250.00

Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024	\$207,341.00	
2025		
2026		\$17,250.00
2027	\$12,300	\$18,000.00
2028		
2029		
2030		
2031		
2032		
Total	\$ 219,641.00	\$ 35,250.00



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018		
2019	\$17,850.00	
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027	\$45,360	
2028		
2029		\$4,025.00
2030	\$2,870.00	\$4,200.00
2031		
2032		
<b>Total</b>	<b>\$ 66,080.00</b>	<b>\$ 8,225.00</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018		
2019		
2020	\$36,881.00	
2021		
2022		\$1,380.00
2023	\$984.00	\$1,440.00
2024	\$10,816.00	
2025		
2026		
2027		
2028		
2029		
2030		
2031	\$36,400.00	
2032		
<b>Total</b>	<b>\$ 85,081.00</b>	<b>\$ 2,820.00</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018		
2019	\$82,618.00	
2020	\$17,680.00	
2021		\$6,785.00
2022	\$4,838.00	\$7,080.00
2023		
2024		
2025		
2026		
2027	\$44,064	
2028		
2029		\$3,910.00
2030	\$2,788.00	\$4,080.00
2031		
2032		
<b>Total</b>	<b>\$ 151,988.00</b>	<b>\$ 21,855.00</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018	\$67,351.00	
2019	\$18,720.00	
2020	\$96,898.00	
2021		\$1,955.00
2022	\$1,394.00	\$2,040.00
2023	\$51,931.00	
2024		
2025		\$4,370.00
2026	\$3,116.00	\$4,560.00
2027	\$46,656	
2028		
2029		\$4,140.00
2030	\$2,952.00	\$4,320.00
2031		
2032		
<b>Total</b>	<b>\$ 289,018.00</b>	<b>\$ 21,385.00</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018		
2019	\$75,677.00	
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
<b>Total</b>	\$ 75,677.00	\$ -

**The Yellow House Tract**

Silvicultural Recommendations - Income/Expense Estimations

Stand #	Acres	Timber Type	Year	Recommendation	Estimated Income	Estimated Expense
1	21	PLLP1wn	2025	Thin	\$8,064.00	
1	21	PLLP2wn	2028	Pine Straw Production	\$2,100.00	
1	21	PLLP3wt	2029	Thin	\$7,644.00	
1	21	PLLP3wn	2030	Pine Straw Production	\$2,100.00	
1	21	PLLP3wn	2032	Pine Straw Production	\$2,100.00	
2	37	PLOB3wt	2017	Thin	\$14,208.00	
2	37	PLOB3mi	2027	Improvement Cut	\$19,240.00	
2	37	PLOB3mh	2032	Harvest	\$66,600.00	
3	18	PH3mh	2018	Harvest	\$19,170.00	
3	18		2020	Site Preparation-Herbicide		\$2,070.00
3	18		2021	Tree Planting-Improved Loblolly Pine-726 TPA		\$2,160.00
3	18		2021	Government Cost Share	\$1,476.00	
4	38	PLOB3wt	2019	Thin	\$20,520.00	
4	38	PLOB3wt	2024	Thin	\$17,784.00	
4	38	PLOB3mh	2030	Harvest	\$68,400.00	
4	38	Cutover	2032	Site Preparation-Herbicide		\$4,370.00
5	15	PLOB2wt	2017	Thin	\$4,800.00	
5	15	PLOB3wt	2020	Thin	\$6,240.00	
5	15	PLOB3wt	2027	Thin	\$6,480.00	
5	15	Harvest	2032	Harvest	\$27,000.00	
6	7	H2mn		Wildlife Area- Leave alone to grow		
<b>Total Estimated Income/ Expense</b>					<b>\$293,926.00</b>	<b>\$8,600.00</b>

Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017	\$19,008.00	
2018	\$19,170.00	
2019	\$20,520.00	
2020	\$6,240.00	\$2,070.00
2021	\$1,476.00	\$2,160.00
2022		
2023		
2024	\$17,784.00	
2025	\$8,064.00	
2026		
2027	\$25,720.00	
2028	\$2,100.00	
2029	\$7,644.00	
2030	\$70,500.00	
2031		
2032	\$95,700.00	\$4,370.00
<b>Total</b>	<b>\$ 293,926.00</b>	<b>\$ 8,600.00</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018		
2019	\$111,837.00	
2020		
2021		
2022		
2023		
2024		
2025	\$10,816.00	
2026		
2027	\$59,822.00	
2028	\$2,600.00	
2029	\$9,464.00	\$3,565.00
2030	\$5,142.00	\$3,720.00
2031		
2032		
<b>Total</b>	<b>\$ 199,681.00</b>	<b>\$ 7,285.00</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017	\$8,960.00	
2018		
2019		
2020		
2021	\$10,400.00	
2022	\$57,665.00	
2023	\$4,160.00	
2024	\$165,661.00	
2025		
2026		\$4,600.00
2027	\$15,760.00	\$4,800.00
2028	\$1,000.00	
2029	\$3,640.00	
2030	\$1,000.00	
2031		
2032	\$37,000.00	
<b>Total</b>	<b>\$ 305,246.00</b>	<b>\$ 9,400.00</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018		\$920.00
2019	\$36,670.00	\$960.00
2020	\$63,043.00	
2021		\$1,495.00
2022	\$1,066.00	\$2,480.00
2023		\$960.00
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
<b>Total</b>	<b>\$ 100,779.00</b>	<b>\$ 6,815.00</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018		
2019		
2020	\$325,620.00	
2021		
2022		
2023		\$2,300.00
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
<b>Total</b>	<b>\$ 325,620.00</b>	<b>\$ 2,300.00</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017	\$19,600.00	
2018	\$63,167.00	
2019		
2020		
2021	\$54,903.00	\$4,255.00
2022	\$3,034.00	\$4,440.00
2023		\$4,600.00
2024	\$28,760.00	\$4,800.00
2025	\$7,072.00	
2026		
2027		
2028	\$1,700.00	
2029	\$6,188.00	
2030		
2031	\$1,700.00	
2032	\$89,900.00	
<b>Total</b>	<b>\$ 276,024.00</b>	<b>\$ 18,095.00</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018	\$326,567.00	
2019		
2020	\$11,744.00	\$13,570.00
2021	\$28,320.00	\$24,190.00
2022		
2023	\$49,500.00	
2024		
2025		
2026	\$5,280.00	
2027		
2028	\$9,856.00	
2029		
2030		
2031		
2032	\$19,800.00	
<b>Total</b>	<b>\$ 451,067.00</b>	<b>\$ 37,760.00</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018	\$11,648.00	
2019		
2020		
2021	\$13,104.00	
2022		
2023	\$118,131.00	
2024		
2025		\$11,845.00
2026	\$24,720.00	\$21,115.00
2027	\$13,440	
2028		
2029		
2030		
2031		
2032	\$50,400.00	
Total	\$ 231,443.00	\$ 32,960.00



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032	\$10,800.00	
<b>Total</b>	<b>\$ 10,800.00</b>	<b>\$ -</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017	\$7,368.00	
2018		
2019		\$805.00
2020		\$840.00
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
<b>Total</b>	<b>\$ 7,368.00</b>	<b>\$ 1,645.00</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018	\$39,936.00	
2019		
2020		
2021	\$33,280.00	
2022		
2023		
2024		
2025		
2026		
2027	\$91,905	
2028		
2029		\$11,960.00
2030	\$8,528.00	\$12,480.00
2031		
2032		
<b>Total</b>	<b>\$ 173,649.00</b>	<b>\$ 24,440.00</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018	\$88,633.00	
2019		
2020		\$4,830.00
2021	\$3,444.00	\$5,040.00
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
<b>Total</b>	<b>\$ 92,077.00</b>	<b>\$ 9,870.00</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018	\$76,592.00	
2019		
2020		
2021		
2022		
2023		
2024		
2025	\$137,811.00	
2026		
2027		\$7,360.00
2028	\$5,248.00	\$7,680.00
2029		
2030		
2031		
2032		
<b>Total</b>	<b>\$ 219,651.00</b>	<b>\$ 15,040.00</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018		
2019	\$200,757.00	
2020		
2021	\$23,296.00	\$10,235.00
2022	\$7,298.00	\$10,680.00
2023		
2024		
2025		
2026		
2027	\$72,624	
2028		
2029		\$7,245.00
2030	\$5,166.00	\$7,560.00
2031		
2032		
<b>Total</b>	<b>\$ 309,141.00</b>	<b>\$ 35,720.00</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017	\$271,090.00	
2018	\$231,649.00	
2019		\$8,880.00
2020	\$14,516.00	\$8,880.00
2021		
2022		
2023		
2024		
2025		
2026	\$10,560.00	
2027	\$36,736	
2028		
2029		
2030		
2031	\$35,424.00	
2032	\$39,600.00	
<b>Total</b>	<b>\$639,575.00</b>	<b>\$ 17,760.00</b>



Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017		
2018	\$77,620.00	
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027	\$56,784	
2028		
2029		
2030		
2031	\$59,904.00	
2032		
Total	\$ 194,308.00	\$ -

**The Sumter Mountain Tract**

Silvicultural Recommendations - Income/Expense Estimations

Stand #	Acres	Timber Type	Year	Recommendation	Estimated Income	Estimated Expense
1	73	PH	2021	Clear Cut	\$161,000.00	
1	73		2023	Herbicide Application		\$9,490.00
1	73		2024	Tree Planting		\$9,344.00
1	73		2024	Estimated Government Cost Share	\$5,986.00	
2	73	PLL	2018	Thinning	\$34,666.00	
2	73	PLL	2024	Thinning	\$32,704.00	
2	73	PLL	2030	Thinning	\$31,536.00	
2	73	PLL	2020	Pine Straw Production	\$7,300.00	
2	73	PLL	2022	Pine Straw Production	\$7,300.00	
2	73	PLL	2024	Pine Straw Production	\$7,300.00	
2	73	PLL	2026	Pine Straw Production	\$7,300.00	
2	73	PLL	2028	Pine Straw Production	\$7,300.00	
2	73	PLL	2030	Pine Straw Production	\$7,300.00	
2	73	PLL	2032	Pine Straw Production	\$7,300.00	
3	64	PLL	2027	Pine Straw Production	\$6,400.00	
3	64	PLL	2028	Thinning	\$26,624.00	
3	64	PLL	2030	Pine Straw Production	\$6,400.00	
3	64	PLL	2032	Pine Straw Production	\$6,400.00	
5,7	172	PLOB	2019	Thinning	\$88,614.00	
5	49	PLOB	2026	Thinning	\$21,952.00	
5	49	PLOB	2032	Harvest	\$88,200.00	
6	121	PH	2022	Clear Cut	\$187,155.00	
6	121		2024	Herbicide Application		\$16,335.00
6	121		2025	Tree Planting		\$16,093.00
6	121		2025	Estimated Government Cost Share	\$9,922.00	
6	121	PH	2023	Clear Cut: Consists of 242 Total Acres- Stand was split	\$191,913.00	
6	121		2025	Herbicide Application		\$16,940.00
6	121		2026	Tree Planting		\$16,698.00
6	121		2026	Estimated Government Cost Share	\$9,922.00	
7	123	PLOB	2025	Clear Cut	\$258,300.00	
7	123		2027	Herbicide Application		\$17,958.00

7	123		2028	Tree Planting		\$17,589.00
7	123		2028	Estimated Government Cost Share	\$10,000.00	
8	277	MPH	2017	Clear Cut	\$451,750.00	
8	277	MPH	2020	Herbicide Application		\$33,240.00
8	277	MPH	2021	Tree Planting		\$32,686.00
8	277		2021	Estimated Government Cost Share	\$22,714.00	
9	45	LOB	2021	Herbicide Application		\$5,616.00
9	45	LOB	2022	Tree Planting		\$5,522.00
9	45		2022	Estimated Government Cost Share	\$3,690.00	
10	57	PLOB	2020	Thinning	\$27,268.00	
10	57	PLOB	2026	Thinning	\$25,536.00	
10	57	PLOB	2031	Thinning	\$24,624.00	
Total Estimated Income/ Expense					\$1,784,376.00	\$197,511.00

Income/Expense Estimations

Year	Estimated Income	Estimated Expense
2017	\$451,750.00	
2018	\$34,666.00	
2019	\$88,614.00	
2020	\$34,568.00	\$33,240.00
2021	\$183,714.00	\$38,302.00
2022	\$198,145.00	\$5,522.00
2023	\$191,913.00	\$9,490.00
2024	\$45,990.00	\$25,679.00
2025	\$268,222.00	\$33,033.00
2026	\$64,710.00	\$16,698.00
2027	\$6,400	\$17,958.00
2028	<b>\$43,924.00</b>	<b>\$17,589.00</b>
2029		
2030	\$45,236.00	
2031	\$24,624.00	
2032	\$101,900.00	
<b>Total</b>	<b>\$ 1,784,376.00</b>	<b>\$ 197,511.00</b>

Petitioner's Deposition Exhibit  
**9**

### LW Boykin II Estate Silvicultural Activity Report

Tract Name	Year	Practice	Acres
Gun Club (Laney Tract)	1989	Clearcut	34
	1990	Site Preparation	34
	1991	Plant Loblolly Pine	34
	1992	Plant WLF Plots	7
	2007	Thinning	34
	2015	Second Thinning	34
Capehart Tract	2011	Clearcut	27
	2012	Thinning	35
	2012	Clearcut	10
Yellow House (Deas Hill) Tract	1989	Salvage Cut (HUGO)	
	1990	Plant WLF Plots	7
	1993	Site Preparation	38
	1994	Planted Loblolly Pine	38
	1994	Clearcut	37
	1995	Site Preparation	37
	1996	Plant Loblolly Pine	37
	2012	Thinning	35
	2015	Thinning	37
Billy Field	2003	Plant LongLeaf Pine	26
Whitaker Tract	1989-1990	Salvage Cut (Hugo)	
	1989	Site Preparation	20
	1990	Plant Loblolly Pine	20
	1990	Plant Loblolly Pine	29
	2003	Plant Longleaf Pine	26
Burnett Tract	2011	Clearcut	8
	2013	Site Preparation	8
261 Side of Millway	1989-1990	Salvage Cut (Hugo)	
Carter Hill Tract	1989	Salvage Cut (Hugo)	
	1991	Clearcut	49
	1992	Site Preparation	49
	1993	Plant Loblolly Pine	49
	2003	Planted Longleaf Pine	17
	2003	Planted WLF Plots	8
	2009	Thinning	49

PETITIONER'S EXHIBIT  
**166**

## LW Boykin II Estate Silvicultural Activity Report

<b>Dr. Irvine Boykin Tract</b>	1989	Plant Longleaf Pine	32
	1989	Plant WLF Plots	32
	1991	Plant Loblolly Pine	11
	2016	Thinning	11
<b>Yates Tract</b>	1986	Clearcut	28
	1987	Site Preparation	28
	1988	Plant Loblolly Pine	28
	1990	Residential Cut	103
<b>Turkey Creek</b>	2013	Clearcut	108
	2014	Site Preparation	108
	2015	Plant Longleaf Pine	108
<b>Alice's 7 Acres</b>		Access Issues	
<b>St. James Road</b>	1989	Salvage Cut (Hugo)	104
<b>Lancaster Co. Tract</b>			
<b>Live Oak Road Tract</b>	1989	Salvage Cut (Hugo)	
	1993	Plant Loblolly Pine	44
	1992	Site Preparation	44
	2008	Thinning	44
	2015	Thinning	44
<b>Hines Road Tract</b>	1985	Clearcut	144
	1986	Site Preparation	144
	1987	Plant Loblolly Pine	144
	2004	Thinning	144
	2008	Thinning	144
	2013	Thinning	144
<b>Sumter Mountain Tract</b>	1984	Clearcut	123
	1985	Site Preparation	123
	1986	Plant Loblolly Pine	123
	1989	Salvage Cut (Hugo)	
	1993	Clearcut	73
	1994	Site Preparation	73
	1995	Plant Longleaf Pine	73
	1994	Clearcut	49
	1995	Site Preparation	49
	1996	Plant Loblolly Pine	49
	2003	Clearcut	95
	2004	Site Preparation	95
	2004	Plant WLF Plots	20
	2004	Thinning	45

## LW Boykin II Estate Silvicultural Activity Report

<b>Sumter Mountain Cont...</b>	2005	Plant Longleaf Pine	95
	2008	Thinning	120
	2012	Thinning	168
	2014	Thinning	226
<b>Peach Orchard</b>	1987	Clearcut	57
	1988	Site Preparation	57
	1989	Plant Loblolly	57
	2009	Thinning	57
	2016	Thinning	57
<b>Hattie Alston Road</b>	1989	Salvage Cut (Hugo)	
	2005	Clearcut	36
	2006	Site Preparation	36
	2007	Plant Loblolly Pine	36
<b>Rembert Tract</b>	1988	Plant Loblolly Pine	35
	2014	Thinning	35
<b>Cimmaron Road</b>	1989	Salvage Cut (Hugo)	
	2001	Thinning	12
	2001	Clearcut	38
	2002	Site Preparation	38
	2003	Plant Loblolly Pine	38
<b>New Hope Church Tract</b>	1985	Clearcut	53
	1986	Site Preparation	53
	1987	Plant Loblolly Pine	53
	2014	Thinning	53
<b>Log Cabin Tract A</b>			
<b>Log Cabin Tract B</b>			
<b>Grant Hill Tract</b>	1989	Salvage Cut (Hugo)	
	2009	Thinning	115
	2018	Thinning	115
<b>Triangle Tract (Now Part of SM)</b>	2014	Thinning	35
<b>Millway\Race Track Field</b>	1989	Salvage Cut (Hugo)	
	1990	Clearcut	26
	1991	Site Preparation	26
	1992	Plant Loblolly Pine	26
	1991	Clearcut	30
	1992	Site Preparation	30
	1993	Plant Loblolly Pine	30

## LW Boykin II Estate Silvicultural Activity Report

<b>Millway\Race Track Field Cont...</b>	2006	Plant Longleaf Pine	5
	2008	Thinning	56
	2009	Clearcut	23
	2010	Site Preparation	23
	2011	Plant Loblolly Pine	23
	2014	Thinning	56
<b>Southern Portion of SM</b>	1989	Salvage Cut (Hugo)	
<b>42 Acres Black River Road</b>	1989	Salvage Cut (Hugo)	
<b>Charlie Grant</b>	2008	Thinning	30
<b>Rabbit Pen</b>	1989	Salvage Cut (Hugo)	
	2002	Clearcut	45
	2003	Site Preparation	45
	2004	Plant Loblolly Pine	45
	2005	Clearcut	45
	2006	Site Preparation	45
	2007	Plant Loblolly Pine	45
<b>Peckwoods Tract</b>	1989	Salvage Cut (Hugo)	
	1984	Clearcut	17
	1985	Site Preparation	17
	1986	Plant Loblolly Pine	17
<b>Fairfield County Tract</b>	2010	Clearcut	159
	2012	Site Preparation	159
	2013	Plant Loblolly Pine	159
<b>The Swamp Tract</b>	1989	Salvage Cut (Hugo)	
	1990	Clearcut	22
	1991	Site Preparation	22
	1992	Plant Loblolly Pine	22
	2010	Clear Cut	82
	2012	Site Preparation	82
	2013	Plant Loblolly Pine	82

<b>L.W. Boykin II Estate Timber Sales 2008 - 2015</b>			
<b>Year Sold</b>	<b>Tract Name</b>	<b>Type Cut</b>	<b>Acres</b>
2008	Sumter Mountain	Thinning	120
2009	Peach Orchard	Thinning	57
2009	Carter Hill	Thinning	44
2010	Swamp Tract	Clear Cut	82
2010	Fairfield County Tract	Clear Cut	159
2011	Capehart Tract	Clear Cut	27
2011	Burnett Tract	Clear cut	8
2012	Sumter Mountain	Thinning	168
2012	Hines Road Tract	Thinning	137
2012	Whitaker Tract	Clear Cut	29
2012	Deas Hill-Yellow House Tract	Thinning	35
2012	Capehart Tract	Clear Cut	10
2012	Capehart Tract	Thinning	35
2013	Turkey Creek Tract	Clear Cut	100
2014	Sumter Mountain	Thinning	226
2014	Good Hope Church(New Hope)	Thinning	46
2014	Triangle Tract	Thinning	52
2014	Rembert Tract	Thinning	35
2015	Grant Hill Tract- Cut in 2017-18	Thinning	115
2015	Dr. Irvine Boykin Tract	Thinning	11
2015	Deas Hill-Yellow House Tract	Thinning	37
2015	Millway	Thinning	56
2015	Gun Club Tract	Thinning	34
2015	Block 11- Log Road	Thinning	44
2015	Peach Orchard	Thinning	57



Will Precatory Property	Tract names used today	Tracts subject to 2032 (A)
Millway Plantation 884 Acres	Millway Racetrack Millpond Firehouse tract	Burnett* 47.56 Acres Capeheart* 249.16 Acres Whitaker No. 1 and 2* 173.89 Acres Carter Hill 154.23 Acres Irvine Boykin 190 Acres Sumter Mountain 1,004.97 Acres Rabbit Pen 499 Acres
Laney Tract 101 Acres	Gun Club	
Broadview Plantation 324.5 Acres	Yellow House	
Swamp Tract 416 Acres		
Cantey Tract 140 Acres		
Gillis Tract <u>112 Acres</u>	Billy Field	Millway and Racetrack 355 Acres
<b>1,977.5 Acres</b>		<b>2,318.81 Acres</b>

**Grand Total of Acres subject to precatory language and 2032 (A) election**

**3,941.31 Acres\*\***

**This Acreage Represents 66% of all the real estate in the Boykin Trusts**

\* These Tracts were included in Helms's Plan as "Legacy Property" in an attempt to broaden the Precatory Language category

\*\* The 355 acres of the Millway and Racetrack parcel contained in the total acres of the 2032 (A) election Total is subtracted from this Grand Total because it is already contained in the Precatory Property total.



Page 1

1  
2  
3  
4  
5  
6  
7  
8

---

9                   AUDIO TRANSCRIPTION OF  
10                 TRUSTEE MEETING WITH STEVE NICHOLS  
11                   DATE: APRIL 3, 2018

---

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Page 3

1 MR. BECKER: -- with anybody with the first name of  
2 Ellison. All right. I'm going to go get my stuff  
3 from my office and I'll be back in in just a  
4 minute. There are, yeah, we should have  
5 everything anybody might want right there, but if  
6 you need a -- anybody need a hookup for a computer  
7 or anything? You're good? Alice?  
8 MS. BELGER: I'm good.  
9 MR. BECKER: Okay. All right. I'll be right back.  
10 MR. BOYKIN: (Inaudible) Apple?  
11 MR. NICHOLS: Huh?  
12 MR. BOYKIN: Is that an iPhone?  
13 MR. NICHOLS: Yes.  
14 MR. BOYKIN: It's funny, some people don't use it, and  
15 that's always interesting to note who isn't using  
16 one and who is.  
17 MR. NICHOLS: Right. It wouldn't matter too much to me  
18 other than that my wife has our entire house  
19 hooked up through Apple, and so I can connect to  
20 our calendars and all those things that way.  
21 Otherwise everything at the office is PC-based,  
22 so.  
23 MR. BOYKIN: When I was practicing law I put my whole  
24 group on Apple.  
25 MR. NICHOLS: Did you?

Page 2

1 TRANSCRIPTIONIST'S NOTE: MR. \_\_\_\_\_ or MS. \_\_\_\_\_  
2 denotes the transcriptionist not being able to verify  
3 the speaker.  
4 MR. \_\_\_\_\_: Do you want some water?  
5 MR. BOYKIN: Oh, no, I'm fine. I'm taping this, just  
6 so you know.  
7 MR. \_\_\_\_\_: Okay.  
8 MS. BELGER: I'm taping it, too.  
9 MR. BECKER: All right. You go behind the pool house,  
10 and if you're with your back to the fence facing  
11 the pool house, look over to the left and it's  
12 near the corner of the pool house. There's a  
13 green -- yeah. Well, yeah, the valve is probably  
14 obscured by some sand. And yeah, well, and that  
15 spigot as you can see has lost the handle. So  
16 you'll need to turn it with a pair of pliers. All  
17 right. Thank you. Let me know if you need  
18 anything. Okay. All right. Bye-bye. All right,  
19 so we're waiting on Bill and Ellison Hagood?  
20 Ellison --  
21 MR. BOYKIN: Smith.  
22 MR. BECKER: Smith. Okay. I have a client named  
23 Ellison Hagood, and I frequently will use her last  
24 name --  
25 MR. BOYKIN: Uh-huh.

Page 4

1 MR. BOYKIN: Pissed the firm off mightily because they  
2 had to, we had to run a dual platform.  
3 MR. NICHOLS: Yeah.  
4 MR. BOYKIN: But back in the '80s when IBM had stolen  
5 all of Apple's stuff --  
6 MR. NICHOLS: Right.  
7 MR. BUNDY: -- it was the only computer that attorneys  
8 would use.  
9 MR. NICHOLS: Really?  
10 MR. BOYKIN: I couldn't get attorneys to pick up PCs  
11 because it was too difficult.  
12 MR. NICHOLS: Right.  
13 MR. BOYKIN: But Apple --  
14 MR. NICHOLS: They could --  
15 MR. BOYKIN: -- we had almost 100 percent participation  
16 almost immediately --  
17 MR. NICHOLS: Really?  
18 MR. BOYKIN: -- but we didn't have it. Twenty percent  
19 (inaudible).  
20 MS. BELGER: (Inaudible).  
21 MR. SMITH: I apologize for being late. As you can see  
22 --  
23 MR. NICHOLS: (Inaudible).  
24 MR. SMITH: -- I'm moving a little slowly.  
25 MR. NICHOLS: How are you?

Page 5

1 MR. \_\_\_\_\_: I'm all right.  
 2 MR. BOYKIN: Hi. I'm Rigdon Boykin.  
 3 MR. SMITH: Rigdon, Ellison Smith.  
 4 MR. BOYKIN: Nice to meet you.  
 5 MR. SMITH: Nice to meet you.  
 6 MR. NICHOLS: Here, you get the head.  
 7 MR. SMITH: No, ma'am, I don't want the head.  
 8 MS. BELGER: (Inaudible).  
 9 (INAUDIBLE CROSSTALK)  
 10 MR. \_\_\_\_\_: That's right there, so just take it.  
 11 MR. \_\_\_\_\_: Yeah.  
 12 MS. BELGER: We ought to put Steve in the hot seat.  
 13 MR. NICHOLS: I know. I picked that side.  
 14 MR. \_\_\_\_\_: Do you want something to drink?  
 15 MR. SMITH: No, not right this minute. Thank you.  
 16 MR. \_\_\_\_\_: I tried calling you to see where you were  
 17 parking if I could pick you up.  
 18 MR. SMITH: My god.  
 19 MR. \_\_\_\_\_: Did you go in the parking garage?  
 20 MR. SMITH: Yeah.  
 21 MR. \_\_\_\_\_: You must have your phone turned off.  
 22 MR. SMITH: It was on but I couldn't get to it.  
 23 MR. NICHOLS: Bill said he was going to -- I talked to  
 24 him last night. He said he was going to join on  
 25 the conference.

Page 6

1 MR. \_\_\_\_\_: Oh, okay.  
 2 MR. NICHOLS: His schedule, he didn't have to be back  
 3 anywhere till 1 or 2, I think he said.  
 4 (PHONE RINGS)  
 5 MR. \_\_\_\_\_: I'm not sure we know (inaudible).  
 6 MR. \_\_\_\_\_: Brad Smith.  
 7 MR. \_\_\_\_\_: Nobody's participating (inaudible)?  
 8 MR. \_\_\_\_\_: Not that I know of.  
 9 MR. \_\_\_\_\_: How's the knee, sore?  
 10 MR. \_\_\_\_\_: Oh, yeah.  
 11 MR. BOYKIN: Did you have it replaced?  
 12 MR. \_\_\_\_\_: (Inaudible) pretty good.  
 13 MR. SMITH: Huh?  
 14 MR. BOYKIN: Did you have it replaced?  
 15 MR. SMITH: Yeah.  
 16 MR. BOYKIN: Who did it?  
 17 MR. SMITH: Frank Voss.  
 18 MR. BOYKIN: I don't know him.  
 19 MR. SMITH: He knows what he's doing.  
 20 MR. BOYKIN: Oh, yeah.  
 21 MR. SMITH: At exactly six weeks.  
 22 MR. BOYKIN: Knees are really painful, though. I had  
 23 my hip done, and that apparently is nothing  
 24 compared to the knee.  
 25 MR. BECKER: Are you Ellison?

Page 7

1 MR. SMITH: I am Ellison.  
 2 MR. BECKER: I'm Jaime Becker.  
 3 MR. SMITH: Jaime, nice to meet you.  
 4 MR. BECKER: Nice to see you.  
 5 MR. SMITH: Yeah, the physical therapy is (inaudible).  
 6 MR. BECKER: Is Bill (inaudible)?  
 7 MS. BELGER: (Inaudible).  
 8 MR. BOYKIN: Yeah. My wife had both of her knees done  
 9 and it was really --  
 10 MR. SMITH: Not at the same time, I hope.  
 11 MR. BOYKIN: No.  
 12 MR. SMITH: Thank god.  
 13 MR. BOYKIN: I don't know. It seems so bad, if I had  
 14 to have them both done I think I'd just bite the  
 15 bullet and have them both at the same time.  
 16 MR. SMITH: I don't know, Rigdon. (Inaudible).  
 17 MR. BOYKIN: But the physical therapy is mind-boggling  
 18 for that.  
 19 MR. SMITH: Yeah, and you've got to do it every damn  
 20 day.  
 21 MR. BOYKIN: Yeah. The hip was nothing.  
 22 MR. SMITH: Yeah, I've talked to people that have had  
 23 hip replacements, and they seem to get stronger  
 24 quicker and more mobile than the knee.  
 25 MR. BOYKIN: You're basically mobile after about

Page 8

1 probably 15 days, yeah.  
 2 MR. SMITH: Wow.  
 3 MR. NICHOLS: There's Mr. Bundy.  
 4 MR. BECKER: Oh, there he is. Okay.  
 5 MR. BOYKIN: Hi, Bill. Do you need sound?  
 6 MR. BECKER: Bill?  
 7 MR. \_\_\_\_\_: He's working on it.  
 8 MS. \_\_\_\_\_: (Inaudible).  
 9 MR. BECKER: Yeah, I sent her --  
 10 MS. \_\_\_\_\_: (Inaudible) phone number.  
 11 MR. BECKER: -- I sent her a -- Bill, can you hear me?  
 12 MR. BUNDY: Yeah.  
 13 MR. BECKER: Okay. We can hear you now. Let me get  
 14 Mary Deas on.  
 15 MS. WORTLEY: Hello?  
 16 MR. BECKER: Mary Deas?  
 17 MS. WORTLEY: Yes.  
 18 MR. BECKER: I sent you an invitation, a new one in the  
 19 email, in an email just a little bit ago. I can  
 20 send you one more.  
 21 MS. WORTLEY: (Inaudible).  
 22 MR. BECKER: Huh?  
 23 MS. WORTLEY: (Inaudible).  
 24 MR. \_\_\_\_\_: Where is he, at his office?  
 25 MR. BECKER: Well, I didn't see you. You're

1 marydeas@hotmail.com, right?  
 2 MS. WORTLEY: That's right. Let me look in -- let me  
 3 look (inaudible).  
 4 MR. BOYKIN: Do you live around here or in Charleston?  
 5 MR. SMITH: No, I moved up, moved up, and I'm out on  
 6 378.  
 7 MR. BOYKIN: Okay.  
 8 MR. SMITH: About 15 miles outside of town.  
 9 MR. BOYKIN: North or south?  
 10 MR. SMITH: I'm --  
 11 MR. BECKER: Try -- try refreshing.  
 12 MR. BOYKIN: Or east or west, I guess?  
 13 MR. SMITH: Actually, I'm about two, almost three miles  
 14 from the intersection where Ridgeland High,  
 15 Ridgeland, the high school is at the stop light.  
 16 MR. BOYKIN: Okay. I guess if I lived over in Columbia  
 17 I'd live on the, down by past the VA --  
 18 MR. BECKER: Go ahead and try to log on.  
 19 MR. SMITH: Yeah.  
 20 MR. BOYKIN: -- out that area because the traffic's  
 21 less than on the other side.  
 22 MR. SMITH: Oh god, the traffic on the side --  
 23 MR. BECKER: Bill, are you in Charleston, in  
 24 Summerville?  
 25 MR. BUNDY: (Inaudible).

1 MR. BECKER: Okay. Try to get a little bit closer to  
 2 your microphone, maybe.  
 3 MR. BUNDY: Okay. That better?  
 4 MR. BECKER: Yeah, a lot better. All right, good.  
 5 Mary Deas is on now, too. So we're all here. All  
 6 right. Well, Steve and Ellison, Bill, did you  
 7 want to start this or do you want me to?  
 8 MR. BUNDY: No, you can go ahead. That's fine.  
 9 MR. BECKER: Okay. We're -- you've got all three  
 10 trustees of the Boykin Lemuel Whitaker Boykin the  
 11 Second Residuary Trust. And two lawyers  
 12 representing two of the trustees. Rigdon is  
 13 himself a lawyer, and he can generally take care  
 14 of himself. Every now and then he needs a little  
 15 help. We have an offer to enter into an option  
 16 agreement on the Boykin Mill Pond. I know you  
 17 know all about it, and probably Ellison by now.  
 18 MR. SMITH: No, I really don't.  
 19 MR. BECKER: Okay. Well, it is -- have you ever seen  
 20 the Boykin Mill Pond?  
 21 MR. SMITH: Oh, yeah.  
 22 MR. BECKER: Yeah. All right. Well, it's -- this is  
 23 an option to enter into a purchase agreement for  
 24 the mill pond, a fair amount of the land around  
 25 it, the downtown Boykin area, also including --

1 MR. SMITH: That would include the stores and  
 2 everything (inaudible)?  
 3 MR. BECKER: -- the stores on both sides of that road  
 4 leading into the highway down south of the mill  
 5 pond.  
 6 MR. SMITH: Okay.  
 7 MR. BECKER: Also including the little church, the old  
 8 Swift Creek Church. So basically about 10 acres  
 9 worth of downtown Boykin, and about 623 acres of  
 10 the Boykin Mill Pond, approximately 200 acres of  
 11 flooded land east of Route 261, 281 acres of  
 12 buffer land north and east of the flooded land all  
 13 the way to Route 521. The -- well, Steve, you  
 14 know who the purchaser is, and I guess can we tell  
 15 Ellison?  
 16 MR. BUNDY: I would think so as long as he, you know,  
 17 agrees to (inaudible).  
 18 MR. SMITH: Oh, of course.  
 19 MR. BECKER: I may need you to --  
 20 MR. SMITH: I'd be glad to.  
 21 MR. BECKER: -- before we leave today, if you'll sign  
 22 an acknowledgment of a confidentiality order for  
 23 it.  
 24 MR. SMITH: Okay. Be glad to.  
 25 MR. BECKER: Yeah, but the prospective purchaser is

1 OceanaGold that owns the gold mine in Lancaster.  
 2 And they're interested in buying the mill pond,  
 3 preserving it, and enhancing downtown Boykin. As  
 4 you may know, it's a very environmentally  
 5 sensitive area. It's a rookery for a lot of  
 6 really beautiful birds, and it's quite a place.  
 7 We're trying to decide what we, whether we -- the  
 8 trustees are trying to decide whether they should  
 9 enter into this option agreement or consider other  
 10 alternatives for that land. Obviously right now  
 11 we're at a point in the life of this trust where  
 12 it's passed from a marital trust to everything's  
 13 passing into the residual trust, and at this point  
 14 there are four children who are entitled to income  
 15 from the trust. There's much more of a need for  
 16 income from the trust than there was during the  
 17 life of Mrs. Boykin, and this is one big piece of  
 18 land that could produce more money for the trust.  
 19 We'd like to explore all the ways that we can do  
 20 that.  
 21 MR. SMITH: Sure.  
 22 MR. BECKER: That, plus other environmentally-sensitive  
 23 land that the trust may hold, I mean. That's not  
 24 the only -- only acreage that might have  
 25 environmental value over and above the normal

Trustee Meeting 4-3-18

Page 13

1 piece of timber or farm tract.  
 2 MR. SMITH: Right.  
 3 MR. NICHOLS: If you want, I'll give you a little  
 4 background --  
 5 MR. BECKER: Yeah.  
 6 MR. NICHOLS: -- who we are and our involvement in all  
 7 of this. Newkirk Environmental focuses on  
 8 wetlands and threatened endangered species'  
 9 natural resources, and in particular over the last  
 10 couple of decades we've been really involved in  
 11 mitigation, whether that's mitigation (inaudible)  
 12 or mitigation projects such as this. We actually  
 13 helped, at that time Haile Remarco, Haile Gold  
 14 Mine, the same folks now bought by Oceana. In  
 15 their original permit we developed the mitigation  
 16 plan to offset the impacts to that. So we're very  
 17 familiar, still working for them and doing a lot  
 18 of monitoring and looking at and helping with them  
 19 on the assessment for this future expansion of the  
 20 mine which this mitigation is proposed for. So  
 21 we've, as I've said, we've done numerous large-  
 22 scale projects, several working with Ellison and  
 23 with Bill, on industrial and large commercial  
 24 tracts. We established eight mitigation banks in  
 25 South Carolina and in Georgia over the last 15 or

Page 14

1 20 years. So we're very knowledgeable of that  
 2 process. So, as I've had a conversation with Bill  
 3 about this so that I could give you a little bit  
 4 more information and just maybe some, the facts  
 5 and the issues when you talk about how you  
 6 generate income or make use of a environmental-  
 7 sensitive site like this for mitigation, all of  
 8 this is regulated through the Corps of Engineers.  
 9 The state agencies and other federal (inaudible)  
 10 agencies are a participant in it, but ultimately  
 11 it is regulated and governed by the Corps of  
 12 Engineers who have a mitigation rule that was  
 13 issued in 2008. It wasn't actually implemented  
 14 until about 2010. But that's the governing  
 15 document for it. Prior to that mitigation rule  
 16 coming out, mitigation was really a negotiated  
 17 part of a permitting process. There wasn't a  
 18 whole lot of guideline to it. Folks could use on-  
 19 site mitigation, they could do a project off-site.  
 20 There were a number of ways to address mitigation.  
 21 The 2008 mitigation rule, which is a national  
 22 policy, served to centralize and say here's -- and  
 23 give a priority how mitigation should be done and  
 24 a hierarchy of how they like to see that done. It  
 25 establishes that mitigation banks are a priority.

Page 15

1 Mitigation banking is essentially where, I'll use  
 2 us as an example, Newkirk Environmental.  
 3 We acquired a piece of land that we saw that had  
 4 environmental value in wetland restoration in  
 5 advance of ever selling any credits, we did all  
 6 the work to restore the natural functions to the  
 7 system. We worked with the agencies to determine  
 8 what that value was. And all of the value in  
 9 banking is termed in credits. It's essentially,  
 10 you know, you think of it as a dollar. It's a way  
 11 to make apples to apples transactions. So in  
 12 mitigation banking, you do all the work up front  
 13 and you establish how many credits, and then you  
 14 can sell those credits.  
 15 The other part of -- another part of the 2008  
 16 mitigation will establish what is called  
 17 permittee-responsible mitigation. PRM is short  
 18 for that. PRM is in a situation where a bank does  
 19 not exist or the project is such that it is  
 20 greater in size and magnitude than a banking  
 21 industry should support.  
 22 So this project, for instance. If they were to go  
 23 by the credits they would need, they would wipe  
 24 out all of the mitigation banks, all the credits.  
 25 And so the smaller projects, a commercial office

Page 16

1 building or a small residential, would have no  
 2 place to go. So the agencies look to and say  
 3 let's direct the larger projects like that, that  
 4 have a wider array of impacts, a bigger base, to  
 5 look at a permittee-responsible plan.  
 6 So that is what Oceana is working on now, and how  
 7 they address their original mitigation needs for  
 8 the first mine. Are y'all that familiar, in that  
 9 process they preserved Goodwill Plantation, Cook's  
 10 Mountain, and a piece of property up a little  
 11 north of that called Rainbow Ranch. All three  
 12 were very significant in natural resources as well  
 13 as cultural resources. And so they purchased  
 14 those properties, put them into (inaudible) trust,  
 15 and then they went under the ownership of DNR.  
 16 MR. BECKER: What was the first one you mentioned?  
 17 MR. NICHOLS: Goodwill Plantation.  
 18 MR. BECKER: Yeah, okay.  
 19 MR. NICHOLS: More out towards Sumter. It's adjacent  
 20 to Cook's Mountain.  
 21 MR. BECKER: Yeah.  
 22 MR. SMITH: A portion of it.  
 23 MR. NICHOLS: A portion of it, right.  
 24 MR. SMITH: But they didn't get all of it.  
 25 MR. NICHOLS: No, not all. There's about 700 acres in

Trustee Meeting 4-3-18

Page 17

1 the center that the owners kept at this point.  
 2 So, what I've done, and I apologize Bill and all  
 3 of those, I did the whole paperwork process  
 4 because I was running behind, but we can work  
 5 through and hold these up so everybody can see.  
 6 MR. BECKER: Mary Deas, I'll copy this and mail it to  
 7 you.  
 8 MS. WORTLEY: Okay. Thanks.  
 9 MR. NICHOLS: Let me give this to you, as well.  
 10 MR. BECKER: Oh, wow, it's (inaudible).  
 11 MR. NICHOLS: And y'all stop and let me know if there's  
 12 questions along the line. What I tried to do in  
 13 this is to show to you the advantages and  
 14 disadvantages and values I would see in how you  
 15 could address the Boykin Mill Pond and that area  
 16 in different situations, and so that you could  
 17 look at that and make a decision as to how you  
 18 want to proceed. So, what I've done is a matrix  
 19 of a permittee-responsible plan, a mitigation  
 20 bank, or a more direct conservation easement, and  
 21 looked at those as to how each of the elements  
 22 fits into that timing, cost, ownership value,  
 23 competition liability and responsibility, easement  
 24 restrictions, and then obviously the advantages  
 25 and disadvantages. So we can kind of just walk

Page 18

1 through for each of those.  
 2 MR. BECKER: Yeah.  
 3 MR. \_\_\_\_\_: (Inaudible).  
 4 MR. NICHOLS: Is that good for everybody? And I  
 5 apologize that they can't see that.  
 6 MR. BECKER: Well, you know what? I could --  
 7 MR. NICHOLS: Scan it?  
 8 MR. BECKER: -- I could scan it and -- let me do that.  
 9 Is there anything else I might scan real quickly,  
 10 too?  
 11 MR. NICHOLS: Well, I think, let's see, they know the  
 12 property. They don't need that. This would be  
 13 helpful. Yeah, several of these maps and things  
 14 that you might actually -- the only thing that you  
 15 -- just the top map. You don't need to do these  
 16 last two documents.  
 17 MR. BOYKIN: Everyone has seen this map.  
 18 MR. NICHOLS: Right. So if you could do that  
 19 worksheet.  
 20 MR. BECKER: The mitigation scenario?  
 21 MR. NICHOLS: Yes, and then there's three maps that  
 22 would be helpful I think for everyone to see.  
 23 MR. BECKER: All right. Now, those might be a little  
 24 harder for me --  
 25 MR. NICHOLS: I might be able to hold those up, too.

Page 19

1 MR. BECKER: -- to scan, yeah.  
 2 MR. NICHOLS: I think we could probably hold those up  
 3 so that Bill could see them.  
 4 MR. BECKER: Okay. What I'll do is I'm going to have  
 5 my secretary scan and email these to Bill and Mary  
 6 Deas --  
 7 MR. NICHOLS: Okay.  
 8 MR. BECKER: -- so they can pull them up and take a  
 9 look. Okay. They'll be emailed to you here very  
 10 shortly. All right, Steve.  
 11 MR. NICHOLS: Okay. So actually the first couple we  
 12 can go through without needing to see any. The  
 13 first part or aspect that I looked at for each of  
 14 those was the timing. So, with a permittee-  
 15 responsible mitigation plan, the actual permittee-  
 16 responsible plan runs with whatever the permit.  
 17 So this -- this permit would be running with --  
 18 MR. BUNDY: (Inaudible).  
 19 MR. NICHOLS: Did we lose you, Bill?  
 20 MR. NICHOLS: (Inaudible) look at the technology  
 21 because I want to (inaudible).  
 22 MR. BECKER: Do you want to mute while y'all are  
 23 talking? Or do you want me to do that for you?  
 24 MR. BUNDY: No, I can do it. I can do it.  
 25 BRENT: Hey, Ellison.

Page 20

1 MR. SMITH: Hey, Brent.  
 2 MR. NICHOLS: Hey, Brent.  
 3 BRENT: How are you?  
 4 MR. SMITH: I'm surviving. How about you?  
 5 BRENT: I'm in the same boat.  
 6 MR. SMITH: The survival boat is a good one to be in.  
 7 BRENT: That's exactly right.  
 8 MR. BUNDY: His problem is he's in the boat with me.  
 9 MR. SMITH: Yeah, that is a problem.  
 10 MR. NICHOLS: So the timing of a permittee-responsible  
 11 mitigation plan is tied to the permit that that  
 12 person is working on. So, for instance, your  
 13 project is tied to the success of the gold mine in  
 14 obtaining a permit to impact the wetlands as they  
 15 need to expand their project. Now, there are some  
 16 variabilities in that and sometimes I don't know  
 17 what the terms of that are, whether they, you  
 18 know, I know in the past they had negotiated some  
 19 were purchased before, some after, but clearly  
 20 that's something that you get to work with.  
 21 So the timing of that generally is a shorter  
 22 process than other options. A mitigation bank, if  
 23 you go to a mitigation bank, and if we were going  
 24 to do a mitigation bank, you would essentially be  
 25 taking yourself out of the project with the gold

Trustee Meeting 4-3-18

Page 21

1 mine from a timing standpoint, I would think.  
 2 MR. \_\_\_\_\_: Yeah.  
 3 MR. NICHOLS: Because it takes about 24 -- the Corps  
 4 would tell you they'd like to be able to set a  
 5 mitigation bank up in 12 months. We haven't seen  
 6 one done in more than or less than 36 months or  
 7 more like 48 months, lately. It's a very long  
 8 process. And all the work has to be done in  
 9 advance. Whereas one of the advantages of a  
 10 permittee-responsible plan is that they can issue  
 11 the permit approving this not having all of the  
 12 final elements completed. So, for instance, if  
 13 there's engineering that needs to be done or  
 14 construction documents or something like that for  
 15 restoration, a lot of those are a contingency in  
 16 the permit that they have to be done in a period  
 17 of time. So there's a little bit more  
 18 flexibility. It's a faster process.  
 19 The third alternative would be a straight  
 20 conservation easement on the property. There's  
 21 really, I mean obviously you can do that at any  
 22 time. Generally that's dictated by when an  
 23 easement body has money if that's what you're  
 24 trying to do is to sell them that easement when  
 25 they have funding that they could go through with

Page 22

1 that.  
 2 Cost associated with -- any questions, y'all  
 3 please stop me if you've got questions as we go.  
 4 Cost, as you look at each of those, so for the  
 5 permittee-responsible plan, one of the real values  
 6 of it, is that that person that's doing the permit  
 7 normally takes on all the cost and responsibility  
 8 with that, simply a land transaction with you to  
 9 buy the (inaudible) or buy the land. Mitigation  
 10 banks, I've put in a cost of roughly \$200,000.  
 11 The way a lot of the banking industry is done is  
 12 that the owners of the land are responsible to put  
 13 the land in, and maybe some of the cost for that.  
 14 Companies like myself look at those, and we  
 15 determine whether it's -- we look at the risk  
 16 reward of that. We may ask or say we'd be a  
 17 partner with you for a percentage of the bank in  
 18 return so that there's no upfront cost. It just  
 19 depends on where it is and how long you think it  
 20 runs. But generally the process has gotten  
 21 complicated enough and long enough that there are  
 22 upfront costs in doing that. So, generally 2 to  
 23 \$250,000 I think is a reasonable (inaudible).  
 24 Conservation easement obviously is minimal, just  
 25 tied to what surveying and legal costs you might

Page 23

1 have.  
 2 Ownership of the land under a permittee-  
 3 responsible plan, as I understand it, under this  
 4 offer they would be buying (inaudible) and then  
 5 transferring it to Heritage Trust or DNR at some  
 6 point. There are permittee-responsible plans in  
 7 which the permittee is buying the right to place  
 8 an easement on the land, not actually buying the  
 9 land. It can be done either way. Under a  
 10 mitigation bank the ownership could remain, in  
 11 this situation could remain in the trust.  
 12 Ultimately you can sell that with the restrictions  
 13 in place. So all of the mitigation banks we've  
 14 created, once we're done and we've sold all of the  
 15 credits out and everything's been met and  
 16 (inaudible) has been established, then a lot of  
 17 times we've sold that land as recreational hunting  
 18 land or something like that, but and some of them  
 19 we still have.  
 20 Conservation easement obviously stays in the trust  
 21 but may be (inaudible) in the future. So the  
 22 values of those, as I understand the permittee-  
 23 responsible plan, an offer from Oceana is roughly  
 24 4.2 million dollars. I included everything  
 25 because I know that's not just the (inaudible),

Page 24

1 but that is the offer that they've given you for  
 2 their total, they're going to use all of that as a  
 3 mitigation concept.  
 4 So mitigation banking is determined, and if y'all  
 5 --  
 6 MR. BUNDY: I got it.  
 7 MR. NICHOLS: Bill, did you get it?  
 8 MR. BUNDY: Yeah, I got it, yeah.  
 9 MR. NICHOLS: So, the mitigation scenarios or  
 10 worksheet, this is a -- this is a standard process  
 11 that the Corps developed in that 2008 mitigation  
 12 rule and the Charleston district specialized it to  
 13 them, but what it does is it looks at what the  
 14 land is, what the activity you're proposing, where  
 15 it is, what type of impacts it's going to have and  
 16 all these things, and grades out to determine how  
 17 many credits you would generate and you would be  
 18 able to sell. So, just bear with me a little bit.  
 19 It'll be a little confusing.  
 20 Scenario One I did is just straight preservation,  
 21 all right. I didn't know the exact acreages that  
 22 Jaime called out earlier, (inaudible). I was  
 23 using 620 acres and I assumed roughly 50 acres  
 24 would be high ground. Maybe it sounds like  
 25 there's more than that. But so in a preservation

Page 25

1 situation, I used 570 acres. When you multiply by  
 2 the sum of the factors that you get the credit  
 3 for, preservation being the lowest value you can  
 4 get in a mitigation situation, full restoration  
 5 would be the highest.  
 6 MR. BUNDY: What do you characterize as high ground?  
 7 MR. NICHOLS: Anything that's non-wetlands. So part of  
 8 this --  
 9 MR. BOYKIN: So it's outside the 100-year flood plain?  
 10 MR. NICHOLS: No, the 100-year flood plain could be  
 11 considered high ground. It's what classifies as a  
 12 jurisdictional wetland or a stream.  
 13 MR. BOYKIN: Okay. Then based on that criteria,  
 14 probably on the order of 100 acres would be high  
 15 ground.  
 16 MR. NICHOLS: Okay. So I used 50, and we can adjust  
 17 these.  
 18 MR. BOYKIN: It doesn't matter.  
 19 MR. NICHOLS: Right.  
 20 MR. BOYKIN: I mean I'm just -- yeah.  
 21 MR. NICHOLS: In preservation, you see we don't get  
 22 credit for net improvement or buffers or credit  
 23 schedule, all those first things. All we get is  
 24 the (inaudible) and location factors. So you have  
 25 a -- you get a .6 or .8 value per acre that you're

Page 26

1 using. So ultimately we'd have a range of  
 2 (inaudible) 342 credits of 456.  
 3 (FEEDBACK)  
 4 MR. BOYKIN: We're getting some feedback from one of  
 5 you.  
 6 MR. BECKER: Well, it may be in here. I think it's  
 7 resolved now.  
 8 MR. NICHOLS: Okay. Yep. So, scenario two and three  
 9 really lay on top of scenario one, and if we had  
 10 ways to buffer, meaning so you preserve high  
 11 ground next to the wetlands, you get an increased  
 12 value for that. Scenario three is restoration.  
 13 So if there are areas in there that we can do  
 14 something that would restore normal natural  
 15 features, you get a higher level. So again, I  
 16 took and used 50 acres in each of those scenarios  
 17 just to say let's put some into that.  
 18 Ultimately let's look at if I look at scenario  
 19 three down at the bottom, enhancement restoration  
 20 and 472 to 586 credits, I think that's probably at  
 21 the upper end of what I believe you could generate  
 22 from this project in the terms of a mitigation  
 23 bank. And so you would have 472 or between 472  
 24 and 586 credits that would be available to be  
 25 sold. The prices for credits vary depending on

Page 27

1 where you are in the state. In the coastal  
 2 counties credits are \$8,000 a piece. There are  
 3 some places in the Midlands that are getting twice  
 4 that, but those are pretty unique situations, and  
 5 I don't think represent -- so I think an 8 to  
 6 \$10,000 value per credit would be a reasonable  
 7 price to set that you would think you would expect  
 8 in those credits.  
 9 So, in the matrix that I did, if you see the  
 10 values of 2.7 to 4. -- roughly 4.7 in a value of  
 11 mitigation bank, that is looking at the very low  
 12 end of 342 credits or the high end of 586 credits.  
 13 That's what I think that you could ultimately  
 14 generate of that.  
 15 MR. BECKER: Would the, what you call the enhancement  
 16 restoration of 50 acres, would that require an  
 17 investment, a capital investment?  
 18 MR. NICHOLS: It would, yes.  
 19 MR. BECKER: So is that included in the 200K?  
 20 MR. NICHOLS: No, it's no, no. So the 200K is really  
 21 just to get you to the point of having an approved  
 22 plan.  
 23 MR. BECKER: Oh, okay.  
 24 MR. NICHOLS: And then that plan may specify that you  
 25 have to do X, Y, and Z which then also have a

Page 28

1 construction cost (inaudible).  
 2 MR. BECKER: Oh, okay.  
 3 MR. NICHOLS: Our thought is if you get to that point  
 4 and you say you're going to go forward, then  
 5 you're comfortable that you're going to generate a  
 6 high enough value to cover those internal costs.  
 7 MR. BECKER: Okay.  
 8 MR. NICHOLS: You're going to make a decision that  
 9 that's worth doing at that point.  
 10 MR. BECKER: Yeah.  
 11 MR. NICHOLS: And somewhere, and if you started down  
 12 that process, somewhere before you spent \$200,000,  
 13 you would have two things identified. One, you  
 14 would have feedback from the agencies as to  
 15 whether they -- what they see, do they like it,  
 16 and how many -- are we close on these numbers.  
 17 Are they going to approve that as it is, as what  
 18 you propose, what are you going to get out of  
 19 this. And then you're also going to understand  
 20 what that cost and that potential income could be.  
 21 MR. BUNDY: Steve?  
 22 MR. NICHOLS: Sometimes you get a quarter of the way  
 23 into this and you realize it's not worth  
 24 continuing, and you can abandon it. Otherwise you  
 25 look at it and you can incrementally continue

1 that. Yep?

2 MR. BUNDY: Yeah. My question was going to be, and you

3 may have just answered it, would you normally be

4 somewhere between 25 to 30 percent into and would

5 be able to have a pretty good idea of whether it

6 made sense to continue?

7 MR. NICHOLS: Right, yeah, that's a good question. So

8 the process for a mitigation bank approval is that

9 we submit a, it's called a draft perspective. So

10 we compile enough information and maps and

11 resources and all of this information, and we

12 submit that to the agencies that review it.

13 There's a group called the interagency review

14 team, which is state and federal agencies that

15 look at that. We would meet with them, probably

16 take them on site. They would give us initial

17 feedback. That's a pretty simple process to begin

18 and usually you see whether they like the site,

19 believe that the site is worth doing, and are you

20 on track with how you're assessing that. So

21 that's probably 25 percent into there, something

22 like that.

23 MR. BUNDY: Okay. So you, so we could hire,

24 presumably, your firm for around \$50,000 to do

25 that?

1 MR. NICHOLS: Correct, yeah, right.

2 MR. BECKER: Now, does this -- how do you get

3 compensated for doing what you do? Is it just you

4 get paid up front?

5 MR. NICHOLS: There's two different ways. So on our

6 permittee-responsible, we're just contracted as a

7 consultant to, you know, for instance it could be

8 either of y'all, I mean, but we're going to be

9 paid an hourly rate or a flat fee to do whatever

10 that is you've asked. In the mitigation banks our

11 preference has always been to be a partner in

12 that, and if we look at the bank and say we think

13 it's worth doing, we're willing to put that in.

14 We may say we'll put all the \$200,000 in it. We

15 may say we cut that in half, and in return we'd

16 like to see a percentage of the bank's return over

17 time to help manage it and carry through. And we

18 can talk a little bit about maybe this a little

19 bit later in the conversation. But so that's part

20 of -- we have to look at that and decide how I

21 look at this bank and decide whether for us is

22 that the right decision. Sometimes it's a much

23 different decision for the landowner than it is

24 us.

25 MR. BECKER: Yeah.

1 MR. NICHOLS: Because they're already there. There

2 doesn't have an out-of-pocket. There's no loss to

3 it whereas if I'm going to put all of that effort

4 and time for 48 months into something and the

5 return takes 20 or 30 years, it may not be in our

6 best interest --

7 MR. BECKER: Right.

8 MR. NICHOLS: -- to do it that way, so.

9 MR. BUNDY: But I assume it's like a lawyer. If we

10 gave you 50,000 bucks and you looked at it and

11 thought, well, this is a pretty good deal, at that

12 point we could renegotiate if you were of a mind

13 to do that?

14 MR. NICHOLS: That's true, yes. Yep, yep. The last

15 value I had on there is for just a straight

16 (inaudible). There's a wide range. What we've

17 seen over a period of time is anywhere from 300 to

18 \$1,000 per acre that if there is funding through

19 whether it's the, you know, the state bank or

20 whether it's one of, you know, (inaudible) type

21 groups or somewhere like that, if they have

22 funding and they're looking to acquire land, then

23 they could purchase the right to place an easement

24 on the property. Obviously (inaudible) the lowest

25 return.

1 MR. BUNDY: But we would (inaudible). It would just be

2 an easement, correct?

3 MR. NICHOLS: Just an easement, correct. And we'll

4 talk about that, because the types of easements

5 that are placed differ greatly, and so there's

6 advantages to that. Competition is the next item

7 I put on there. Obviously, you don't have any

8 competition if you're dealing with, I mean if

9 Oceana wants to, they've already identified you.

10 I mean there's nobody -- I mean they have

11 alternative sites if this didn't work that they'd

12 go to, but you'd obviously get the first stab at

13 this it sounds like. Mitigation banks. So the

14 next map, let me see --

15 MR. NICHOLS: (Inaudible) over here so Alice can -- can

16 y'all see that there?

17 MR. BUNDY: I can see it, yeah.

18 MR. NICHOLS: It's difficult to see. So what this is,

19 is the agencies determine a specific location in

20 which this -- if you establish a mitigation bank,

21 where can you sell credits. To whom can you sell

22 credits to? So the green area is what's known for

23 this is known as the primary surface area. And so

24 the mill pond sits just here in the middle of the

25 green area. So you would be allowed to sell

Page 33	Page 35
<p>1 credits to folks that needed them from another 2 (inaudible) action in that primary service area 3 without any other competition. There are no other 4 banks available in here right now. So there is no 5 direct competition. The yellow area is called a 6 secondary service area. So you can see that 7 barely gets over into the edge, the east and south 8 side of Columbia. So really when you think about 9 where development is occurring, where mitigation 10 needs are going to be, it's in that yellow or 11 secondary area. So from a banking perspective, 12 the first thing I look at is what is your service 13 area. Do you cover a growing area where there's 14 going to be permits issued that need mitigation. 15 And in this situation you do, but you're dependent 16 on your secondary, the yellow area, to sell those 17 credits. Right now there are no other banks in 18 your primary area, but there are two banks that 19 serve that secondary area. So you do have 20 competition, and in some of those situations those 21 other two banks would preempt use of your bank. 22 They give a priority to whoever is in their 23 primary service area. So for one of those banks, 24 primary service area is your secondary, they are 25 told to sell credits first, or they're told to buy</p>	<p>1 write back and say, You need to go to one of the 2 primary banks first. Where the overlap can occur 3 is if those banks don't have credits, well, 4 obviously if they sell out and they don't have 5 anymore credits, but sometimes the credits are 6 released over a period of time. They may sell 7 their entire allotment of credits for one year 8 early, and then there's a gap for several months 9 where they're not available. 10 MR. BECKER: Yeah. 11 MR. NICHOLS: And so you can then go outside and use a 12 secondary area. 13 MR. BOYKIN: How does allotment work? I mean your 14 credits -- 15 MR. NICHOLS: Yeah, so your credits -- 16 MR. BOYKIN: -- are sort of all established at one 17 time? 18 MR. NICHOLS: The number is established. So if we went 19 through this process and we established 586 20 credits -- 21 MR. BOYKIN: Right. 22 MR. NICHOLS: -- to that, as soon as the bank is 23 approved and you put the conservation easement on 24 the property, they release 15 percent of those 25 credits initially. So you'd get whatever that is,</p>
<p>1 credits from that bank first. 2 MR. BECKER: So right now if our bank was, if we were 3 going to do a bank and we could get it up in three 4 months, I know that (inaudible) happen, but -- 5 MR. NICHOLS: Right. 6 MR. BECKER: -- there would be two other banks 7 competing in this secondary service area? 8 MR. NICHOLS: Yes, right. 9 MR. BUNDY: Does it include the town of Lexington? 10 MR. NICHOLS: I don't think it does. Well, it does. 11 MR. BOYKIN: Yeah, it does. 12 MR. NICHOLS: Yep, it does, yep, yep. Now, the catch 13 to this is that the way the Corps implements this 14 is that if I have a permit, if I'm in Lexington 15 and I'm building a CVS drugstore, and I need to 16 fill one acre of wetland to fill that, and I get a 17 permit to do that, and they say you need to go buy 18 ten credits from an established mitigation bank, 19 there is a database called RIBITS that the Corps 20 maintains, it has all of those. I'm going to pull 21 that up and look and see who sells credits. Three 22 banks are going to show up. Two of those banks 23 are going to be primary to me. That Boykin Mill 24 Pond would be secondary. So if I proposed Boykin 25 Mill Pond, the Corps, in all likelihood, would</p>	<p>1 20 or I guess, what 80 -- 80 some credits. 2 MR. BOYKIN: Whatever, it doesn't matter. 3 MR. NICHOLS: Yeah, that would be released for you to 4 sell. The rest of the credits are released over 5 time as you hit benchmarks. So in a preservation- 6 only situation, you don't have anything else, when 7 you put the first easement you may actually be 8 able to get more than 15 percent. Or they're 9 going to look at you and say, All right, we'll 10 give you 20 percent, 25 percent now. We'll give 11 you another 25 percent at year two after we make 12 sure that everything's still stable. It's usually 13 over five to six years is that they release those. 14 If you have restoration work attached to it, 15 15 percent is released when the easement's placed, 10 16 or 15 percent when the work is completed, and then 17 it requires annual monitoring and demonstration of 18 success for five years. So in that situation you 19 might stretch out to seven to eight years before 20 you have all those credits released, and they just 21 have a percentage with the last year being a 22 weighted percentage. So you get 30 percent in 23 that last successful year. So, part of, when we 24 talk about timing, one of the things I mentioned 25 is the normal bank life is about 10 years. You</p>

Page 37

1 won't even have all of your credits released for  
 2 somewhere between five and eight years to sell  
 3 those credits.  
 4 MR. BOYKIN: So, if it takes you four years to get it,  
 5 it's got a 10-year life, basically?  
 6 MR. NICHOLS: It's got 10 more, 10 years on top of  
 7 that.  
 8 MR. BOYKIN: So it's 15 years?  
 9 MR. NICHOLS: Yes.  
 10 MR. SMITH: How big are the two litigation banks in the  
 11 secondary service area?  
 12 MR. NICHOLS: Ellison, I don't know. I can find some  
 13 more information about that.  
 14 MR. SMITH: Yeah, I'd like to know that.  
 15 MR. NICHOLS: Right.  
 16 MR. BOYKIN: Are there any more in a permitting (ph)  
 17 process?  
 18 MR. NICHOLS: Yes, there are. So I can get you some  
 19 information. RIBITS is a little difficult to walk  
 20 around in, but I can give you those. So they have  
 21 the approved banks and they also have pending  
 22 banks. And there are a number. Columbia is a  
 23 hotbed right now of banks. I mean there's just a  
 24 lot generated out of DOT in particular. But there  
 25 are a lot of mitigation banks coming on.

Page 38

1 Interestingly, get off track for just a second,  
 2 but mitigation banking all developed at the same  
 3 time nationally. But South Carolina languished  
 4 way behind for many, many years in mitigation  
 5 banking. We approved the first mitigation bank in  
 6 South Carolina in the early '90s, I think it was  
 7 '92, '93, (inaudible).  
 8 South Carolina currently probably has less than  
 9 two dozen private mitigation banks statewide.  
 10 There's probably another dozen that are single  
 11 use. So like DOT has approved several that only  
 12 DOT can use. They can't sell to the general  
 13 public, but DOT has those. Some of the power  
 14 companies have done similar types of things.  
 15 Georgia, on the other hand, has over 160  
 16 mitigation banks established. They were just,  
 17 they were a bigger proponent of it, they  
 18 encouraged them, and the agencies they didn't take  
 19 48 months to get them approved, and so that  
 20 business built much more quickly in that. But in  
 21 South Carolina -- now, South Carolina is slowly  
 22 catching up and realizing that without mitigation  
 23 banks they're going to be in a bind, and so they  
 24 need to encourage that. And that we're hoping,  
 25 we're anticipating to see, that 48-month period

Page 39

1 reduced, because that's a real limiting factor to  
 2 somebody deciding to do a bank, and other things  
 3 that would make it more -- the incentives to be  
 4 better for that, so.  
 5 So, I mentioned DOT has single-use banks. So DOT  
 6 also has, then, some -- has single-use banks that  
 7 overlap with your service area. So one of the  
 8 things that we as a company look at if we're  
 9 deciding whether to participate in a bank, DOT can  
 10 be a very large part of your success. They have  
 11 probably the greatest need of mitigation in any  
 12 situation other than a project like the gold mine  
 13 or a Boeing or a Volvo-type project. And DOT has  
 14 gone away from doing their own projects and  
 15 they're buying credits from mitigation banks for  
 16 all of their things.  
 17 So, we always look at it and say, All right,  
 18 what's DOT going to need in that area. Do they  
 19 have anything.  
 20 So, the next two maps that I gave to you are  
 21 actually produced by DOT. Look at the wetland one  
 22 first. Can y'all see that one there?  
 23 UNKNOWN: Uh-huh.  
 24 MR. NICHOLS: So, what DOT has done is evaluated for  
 25 the next 10 years what their mitigation needs

Page 40

1 would be in the State of South Carolina  
 2 everywhere. All of their projects they've gone  
 3 through and calendared them out and then figured  
 4 out how many approximate mitigation credits would  
 5 they need and where are there shortfalls or where  
 6 do they have credits available. So again, the  
 7 green area to the far right is the surface area  
 8 that Boykin Mill would fall in. And this is  
 9 showing that they have 60 percent or more of all  
 10 the credits that they believe they need for the  
 11 next decade, 10 to 15 years. So that's being  
 12 (inaudible) by they have a bank nearby that they  
 13 can use.  
 14 So when I see that, I think the DOT is probably  
 15 not, unless something changes, you're not going to  
 16 expect that DOT is going to be a primary user of  
 17 this bank. Whereas if I look at the red areas,  
 18 that is less than 40 percent of what they know  
 19 they need in those big areas. They are pushing  
 20 and they are marketing to folks like us and other  
 21 folks to say we need credits in those areas. So,  
 22 red, they need credits. Yellow, they are  
 23 borderline of needing credits. And green, they  
 24 are, they think that they have a pretty good  
 25 handle on what they need for at least the next few

Trustee Meeting 4-3-18

Page 41

1 years. The other map is whether there's a  
 2 difference between wetland credits and (inaudible)  
 3 credits, but it's a similar thing. You would be  
 4 generating wetland credits. But again, it serves  
 5 to show that in that area they think that they  
 6 have somewhere between 40 and 60 percent of what  
 7 they need over the next 10 years. So that's  
 8 really a competition, it's not a -- well, it is a  
 9 competition. I mean who, if you establish a bank,  
 10 who are you going to sell credits to. I mean, we  
 11 can -- we can establish and I can give you -- we  
 12 could get the bank approved and say you have 586  
 13 credits and you put a price tag of \$10,000 per  
 14 credit to those, and you in paper have a project  
 15 that's worth almost 6 million dollars. But until  
 16 you sell those credits --  
 17 MR. BECKER: Yeah.  
 18 MR. NICHOLS: -- it's worth nothing. And you have to  
 19 sell those credits over a period of time as we  
 20 just talked about, eight to ten years --  
 21 MR. BECKER: Yeah, (inaudible).  
 22 MR. NICHOLS: -- and you have to have people ready to  
 23 buy them.  
 24 MR. BECKER: So it's sort of a demand side issue with  
 25 DOT.

Page 42

1 MR. NICHOLS: It is.  
 2 MR. BECKER: Yeah.  
 3 MR. NICHOLS: Right. And DOT has been active. I mean  
 4 I'll give you, we have a -- we manage a bank in  
 5 Charleston for what was West (inaudible) now West  
 6 Rock. DOT just came in two months ago and bought  
 7 all of the remaining credits in the entire bank  
 8 knowing that in the Charleston market they don't  
 9 have enough credits to meet there. And they were  
 10 worried that they'd get to projects and not have.  
 11 So they bought the right to all of those credits  
 12 in advance of having permits.  
 13 MR. BOYKIN: Was that done through an option payment?  
 14 MR. NICHOLS: No, it was a one --  
 15 MR. BOYKIN: So they went ahead and bought --  
 16 MR. NICHOLS: They went ahead and purchased all of  
 17 them, yep. But DOT has taken a completely  
 18 different approach. So you look at this and say,  
 19 well, that would be great if you could, you know,  
 20 a lot of places we're working with DOT and they're  
 21 saying, you get it established. DOT is buying  
 22 from people before they get their banks approved,  
 23 they're buying their first two and three releases.  
 24 They see the project move along and get close to  
 25 approval, they'll negotiate to buy the first two

Page 43

1 releases, the 15 percent, and then next, they'll  
 2 go ahead and buy them up front. So you go, that's  
 3 a pretty nice position to be in.  
 4 MR. BECKER: Yeah.  
 5 MR. NICHOLS: I don't know here whether that, I mean if  
 6 they have a wealth of credits already established,  
 7 where you'd sit in that. We could certainly have  
 8 that conversation and that's what I'd want to do  
 9 if, you know, we were going to look at that from  
 10 mitigation banking, I'd want to look at that and  
 11 see whether DOT is really a viable thing.  
 12 Otherwise I think you're dependent knowing that  
 13 service area, you're dependent on industries or  
 14 something like that. I mean I don't think that  
 15 Boykin's going to --  
 16 MR. BOYKIN: Yeah, not a big industry area.  
 17 MR. NICHOLS: Yeah, you're not going to have a lot of  
 18 residential growth in Boykin --  
 19 MR. BECKER: Right.  
 20 MR. NICHOLS: -- or anything like that. All right.  
 21 Sorry, we're just -- y'all tell me if I'm giving  
 22 you more information than you want.  
 23 MR. BECKER: No, this is great. This is very, very  
 24 helpful.  
 25 MR. BOYKIN: It's useful.

Page 44

1 MR. NICHOLS: The next aspect was liability and  
 2 responsibility. That's a real key. I'm going to  
 3 skip over (inaudible) responsible and talk about  
 4 it from a mitigation bank. You'll -- don't get  
 5 the impression that -- I'm a huge supporter of  
 6 mitigation banks. We've done eight of them. They  
 7 have a very high reward, but they have a very,  
 8 very high risk in that you have to do all of that  
 9 work in advance, and you have to put the easement  
 10 on there before you ever sell a credit. So you  
 11 have to look at it and make that decision as to  
 12 whether it's worth doing.  
 13 One of the real limiting factors to a mitigation  
 14 bank is that in the banking industry there are two  
 15 sections called long-term management and long-term  
 16 stewardship. The agencies are going to require  
 17 that you identify what has to be done to that  
 18 property in perpetuity to maintain it in the way  
 19 that you said you would do that. In a  
 20 preservation sense it wouldn't be great. In here  
 21 I can look at the mill pond and say they're going  
 22 to ask, all right, we want to know, we'd probably  
 23 want bonding for the dam or the dike and the  
 24 water-control structures so we know if something  
 25 happens fifty years or a hundred years from now we

Page 45

1 have a way to financially repair that. Ultimately  
 2 the responsibility to maintain -- there's an  
 3 easement on it, and there's going to be a third-  
 4 party easement holder who inspects it and says  
 5 you're in compliance. But ultimately the  
 6 responsibility to maintain the property in the way  
 7 that it was proved is to the landowner at the  
 8 time. So if it's the trust now, they have, and  
 9 you always say that we are responsible in  
 10 perpetuity to keep this as you said. You can sell  
 11 that and the next owner has to accept that  
 12 responsibility. That's a big issue. There are a  
 13 lot of unknowns in that.  
 14 Columbia is a perfect example of the big floods  
 15 and a lot of ponds and dikes blowing out, and the  
 16 responsibility would be I'm sure the Corps would  
 17 look at it and say that needs to be put back. One  
 18 of the things you look at is invasive species.  
 19 You know, again, you try to pick a site that you  
 20 have comfort that Mother Nature is going to manage  
 21 well, and you don't have that problem. But if,  
 22 for some reason, you had invasive species take  
 23 over, you're responsible for removing those. If  
 24 you have -- there are provisions for acts of God.  
 25 We haven't seen how they react to that, but it's a

Page 46

1 -- it's something you have to be very cognizant  
 2 of. You're relying on the interpretation of the  
 3 Corps of Engineers to come back and say what you  
 4 have to do in the long term with it.  
 5 MR. BOYKIN: We have sort of a screwy situation here  
 6 because unlike most trusts, this has a much more  
 7 limited life than the normal trust would be --  
 8 MR. NICHOLS: Right.  
 9 MR. BOYKIN: -- because it's only the lives of the four  
 10 beneficiaries currently.  
 11 MR. NICHOLS: Okay.  
 12 MR. BOYKIN: And the youngest of them is what, 53?  
 13 MS. BELGER: 54.  
 14 MR. BOYKIN: May is 54 now?  
 15 MS. BELGER: (Inaudible) be 54.  
 16 MR. BOYKIN: Okay. So, we're going to have to --  
 17 MR. NICHOLS: (Inaudible).  
 18 MR. BOYKIN: -- happen with this property --  
 19 MR. NICHOLS: Right.  
 20 MR. BOYKIN: -- at some point in time, and I guess that  
 21 could be -- that'll be interesting.  
 22 MR. NICHOLS: Right.  
 23 MR. BOYKIN: Okay. Thanks.  
 24 MR. NICHOLS: So, in a mitigation bank situation, that  
 25 is always a very -- and I use 48 months is how

Page 47

1 long it takes to get approved. And I'll tell you  
 2 that probably the last 18 months of that is for  
 3 people to negotiate the long-term management and  
 4 the long-term stewardship. Because you get down  
 5 to it's a difficult thing to tackle. It's  
 6 possible, but it's just -- it's a pretty onerous  
 7 thought to say you're perpetual or you're  
 8 responsible for maintaining it as the Corps of  
 9 Engineers sees that it should be done.  
 10 Under the permittee-responsible plan, for  
 11 instance, we'll use your situation. Oceana would  
 12 take all of that responsibility. You would be  
 13 paid your fee, and I assume if you're structuring  
 14 it, you're going to say that they have all of that  
 15 responsibility.  
 16 Now, in the way they've done that before, and  
 17 their first permit was to transfer to DNR. The  
 18 agencies look at DNR as being a fairly sound  
 19 entity to hold that property, and they can manage  
 20 it in their normal day-to-day operational budgets  
 21 and such. So there are some advantages for that,  
 22 but you know, in other situations it may not be  
 23 going to DNR or something like that. Ultimately  
 24 y'all would not -- the trust would not be  
 25 responsible for any of this long-term

Page 48

1 responsibility.  
 2 MR. \_\_\_\_\_: Yeah.  
 3 MR. NICHOLS: Under a straight conservation it's going  
 4 to depend on the terms of that easement which are  
 5 much more flexible. So, segues into the easement  
 6 restrictions.  
 7 Permittee-responsible plan and a mitigation bank  
 8 require the use of the Corps' model easement which  
 9 is one of the documents that I provided to you  
 10 here. It is, as easements go, Alice you probably,  
 11 and Bill, probably the most restrictive easement  
 12 you can put on your land. It does not allow  
 13 harvest of timber. It does not allow new  
 14 construction of new roads. It does not allow for  
 15 modification of the land, construction of  
 16 dwellings. I mean it is going to stay as it is at  
 17 the time the easement's put on it. You can still  
 18 use it for fishing or hunting, bird watching,  
 19 nature trails. Passive recreation is permitted,  
 20 but everything else is pretty well excluded. So,  
 21 it --  
 22 MR. BOYKIN: Who does this apply to?  
 23 MR. NICHOLS: That'll go the -- that's attached to the  
 24 land.  
 25 MR. BOYKIN: No, no, but in other words, this is a

Trustee Meeting 4-3-18

Page 49

1 model conservation easement. Okay.  
 2 MR. NICHOLS: Right.  
 3 MR. BOYKIN: Who has to use this?  
 4 MR. NICHOLS: If you're doing a permittee-responsible  
 5 plan?  
 6 MR. BOYKIN: Right.  
 7 MR. NICHOLS: Or a mitigation bank, you have to use  
 8 this.  
 9 MR. BOYKIN: Okay. That's what I wanted to know. I'm  
 10 sorry.  
 11 MR. NICHOLS: Right. Right.  
 12 MR. BOYKIN: So that does not apply to the conservation  
 13 easement --  
 14 MR. NICHOLS: To the third part, right.  
 15 MR. BOYKIN: Okay. I got it.  
 16 MR. NICHOLS: So that third option would be to go to  
 17 the Cowasee Basin or some, Congaree Open Land  
 18 Trust, or something like that.  
 19 MR. BOYKIN: Right.  
 20 MR. NICHOLS: Those easements are much more open. It  
 21 may be a subdivision. It may just be that you  
 22 can't subdivide it. It may be that you can't use  
 23 it for development. But you can still harvest  
 24 timber. You can still manage the land. You can  
 25 still do all of those things. So, there might be

Page 50

1 -- I'll get way out of my -- I know that there are  
 2 the tax implications between the two, there's  
 3 benefits to each depending on the situation. But  
 4 clearly there is a significant difference between  
 5 what you would have to do under the permittee-  
 6 responsible plan or the mitigation bank. You  
 7 really are, you're leaving the land as it is other  
 8 than emergency-type situation and repair.  
 9 MR. \_\_\_\_\_: Yeah.  
 10 MR. NICHOLS: The last part of that, what I've given,  
 11 is just an advantage and the disadvantage of the  
 12 permittee-responsible plan. We've kind of touched  
 13 on all of those. But advantages of the permittee-  
 14 responsible plan, it's tied to the permit, and  
 15 generally if the permit's not issued then you're  
 16 not committed to tying up the land. You're not  
 17 putting an easement on it if they're not  
 18 successful. Now, in some of those situations some  
 19 people buy the right to that before they get the  
 20 permit, it may, that may not be the case. Most  
 21 importantly for permittee-responsible plan is that  
 22 there's no long-term responsibility to that  
 23 landowner. You are taking yourself out. You are  
 24 being paid for the right, and you're taking  
 25 yourself out of that equation.

Page 51

1 The disadvantage of that permittee-responsible  
 2 plan, in most cases it does not have a (inaudible)  
 3 return. Generally what we see is that if I  
 4 calculate what a property is worth in a mitigation  
 5 banking situation, I would see that, you know,  
 6 permittee-responsible plan would be about 50  
 7 percent of it, about half of that, because that  
 8 person's going to -- they're ultimately looking at  
 9 that value, but they're going to take the  
 10 responsibility and all the work necessary to get  
 11 that. So we usually see a fairly significant --  
 12 MR. BECKER: Differential?  
 13 MR. NICHOLS: -- (inaudible). Right.  
 14 MR. BUNDY: Steve?  
 15 MR. NICHOLS: Yeah.  
 16 MR. BUNDY: In terms of (inaudible) tied to a permit no  
 17 commitment if permit is not obtained? Would it be  
 18 wiser if we were, concerning the gold mine  
 19 proposition, to not pass fee simple title unless  
 20 and until they actually got a permit? Because if  
 21 we transfer fee simple now and then they go  
 22 through the permitting process and can't get it,  
 23 we can't get the land back once we've transferred  
 24 it to them, and they could do whatever they wanted  
 25 to with it at that point, correct, if they had fee

Page 52

1 simple title to it?  
 2 MR. BECKER: Well, that's why we have an option.  
 3 MR. BOYKIN: No, I think that is clearly --  
 4 MR. BUNDY: No, the option is not (inaudible).  
 5 MR. BOYKIN: -- in that they have to give it to a -- if  
 6 they take fee simple it has to go to a  
 7 conservation entity whether they get a permit or  
 8 not.  
 9 MR. BECKER: Okay, right.  
 10 MR. NICHOLS: Yeah, right, you're right, Bill. You  
 11 wouldn't -- it wouldn't tie it down. I don't  
 12 think you'd know how -- I mean as we go through,  
 13 and in all likelihood, Oceana will ask us, Newkirk  
 14 Environmental, to help write this mitigation plan  
 15 for this project and whatever projects they have.  
 16 In that document when we get done, it will spell  
 17 out very clearly what the uses are, what is  
 18 expected, all of those things. You would know  
 19 exactly what you're going to get out of it. If  
 20 they didn't get that permit, that document goes  
 21 away, and then, right, I think then you are open  
 22 to whatever your --  
 23 MR. BOYKIN: Our option agreement --  
 24 MR. NICHOLS: -- (inaudible) option agreement --  
 25 MR. BOYKIN: -- requires them to give this to a

Page 53

1 conservation entity --

2 MR. NICHOLS: Right.

3 MR. BOYKIN: -- whether they get the permit or not.

4 MR. NICHOLS: Right. So....

5 MR. BUNDY: Yeah, but the conservation easement would

6 not be nearly as restrictive if they had the land

7 permit they were trying to get. Correct? I mean

8 all they'd have to do with conservation easement

9 on it to comply with their obligations if they

10 could not get a permit, it'd actually be much less

11 restrictive and much broader than what we would

12 have assumed they were going to do and would have

13 had to have done relative to a permitting process.

14 In other words, you know, do you see what I'm

15 saying? In other words, they could --

16 MR. NICHOLS: Yes.

17 MR. BUNDY: -- (inaudible) whatever deal they could

18 (inaudible) with, the conservation easement

19 people, would be whatever they would do, and that

20 would at least technically comply with their

21 obligations if it was that loose. All I'm saying

22 is that whatever agreement -- if we entered into

23 an agreement with them we need to be very

24 specific, it seems to me, about what happens if

25 they (inaudible) permit, is all I'm saying.

Page 54

1 MR. BECKER: If they don't get the permit?

2 MR. BUNDY: Yes.

3 MR. BECKER: Right. Okay.

4 MR. BUNDY: If they don't get the permit. Because

5 Rigdon's position is whether they get the permit

6 or not, they still have to put a conservation

7 easement on it. My point is, is that what would

8 be the terms of that conservation easement.

9 Certainly it wouldn't be nearly as onerous as what

10 they would be (inaudible) you know, stuck with

11 under a permit.

12 MR. BECKER: Yeah.

13 MR. BUNDY: Right.

14 MR. BOYKIN: They would have to give the -- I think

15 under the terms of the option agreement, Bill,

16 they have to give the fee to the conservation

17 group, not an easement. They have to give the fee

18 simple rights to that conservation group. I think

19 to the extent, I mean we're selling the fee.

20 We're not selling an easement, and there's a hell

21 of a difference between the two.

22 MR. NICHOLS: Right, right.

23 MR. BECKER: Well, although, you know, I'm assuming,

24 though, that OceanaGold would not exercise the

25 option to purchase until they knew for 99 percent

Page 55

1 certainty that they're going to get the permit --

2 MS. WORTLEY: Right.

3 MR. NICHOLS: Right.

4 MR. BECKER: -- to expand them out.

5 MR. NICHOLS: I know in the earlier process we went

6 through, that was true for Goodwill and Cooks.

7 They went ahead and purchased Rainbow Ranch well -

8 -

9 MR. BOYKIN: Years before.

10 MR. NICHOLS: -- well in advance of getting the permit.

11 MR. BOYKIN: Yeah, yeah.

12 MR. NICHOLS: Now, as Bill pointed out, they had no

13 obligation in that situation. Had they not gotten

14 the permit they could have turned around and just

15 sold --

16 MR. BOYKIN: Sold it.

17 MR. NICHOLS: -- that. I don't know the terms of what

18 they purchased, but they could essentially just

19 have sold it again, I think.

20 MR. BECKER: Yeah.

21 MR. NICHOLS: So, to Bill's point, if they don't get

22 the permit then it's whatever the language of your

23 option --

24 MR. BECKER: Right.

25 MR. NICHOLS: -- dictates how they use it.

Page 56

1 MR. BECKER: Right.

2 MR. BOYKIN: As I understand it, Rainbow Ranch was

3 initially purchased with the idea that they might

4 use that as, in essence, a corporate retreat kind

5 of thing. And I think that morphed into a

6 mitigation strategy, especially when they found

7 out that below Rainbow Ranch they had this

8 heelsplitter --

9 MR. NICHOLS: Heelsplitters, yeah.

10 MR. BOYKIN: -- mussel, which I never heard of until

11 all of this happened.

12 MR. NICHOLS: I've only seen one in 30 years, so. I'd

13 say they're endangered.

14 MR. BECKER: I definitely don't want to step on one.

15 MR. NICHOLS: No, no.

16 MR. BECKER: Is that how they get their name? If you

17 step on them they split your heel?

18 MR. SMITH: Absolutely.

19 MR. NICHOLS: Yep, they've got a point on the heel of

20 it, on what's called the knuckle.

21 MR. SMITH: When people used to walk around barefooted,

22 which they don't do anymore.

23 MR. BECKER: Okay, yeah.

24 MR. NICHOLS: So, okay. We'll go through it and then

25 we can just have general conversation. Advantages

Page 57

1 on mitigation banks, normally we see the highest  
 2 returns. I mean you can usually generate the most  
 3 income by doing that. The disadvantage is all the  
 4 work, including the easement is completed prior to  
 5 the first credit sale, long approval process.  
 6 Total return is usually over 10 plus years. For  
 7 instance, Pigeon Pond, which I probably -- I would  
 8 venture to say was probably -- has been the most  
 9 successful mitigation bank in South Carolina, was  
 10 located just outside of Charleston in Berkeley  
 11 County. DOT just bought our last all-remaining  
 12 credits. That bank was in place 12, almost 13  
 13 years. Now, it had a lot of -- it has several  
 14 thousand credits, but it took a long --  
 15 MR. \_\_\_\_\_: Yeah.  
 16 MR. BECKER: -- I mean it was just -- it's a long  
 17 period of time. All dictated by how many credits  
 18 you have. And then there's no guarantee of sales  
 19 in a mitigation bank. Again, you can get all of  
 20 this paperwork done and look and see high value  
 21 based on paper, but unless somebody comes in and  
 22 buys those credits, and given, you know, we look  
 23 at it today, and given the political climate  
 24 today, who's to know what this administration will  
 25 say about mitigation if they ever really look into

Page 58

1 it. The requirement of mitigation could be  
 2 changed in a fairly short order, period.  
 3 MR. BOYKIN: But isn't it also a function of just how  
 4 many credits are in the market?  
 5 MR. NICHOLS: It is, right.  
 6 MR. BOYKIN: So it's a supply and demand, also.  
 7 MR. BECKER: Yeah, the demand side, too --  
 8 MR. NICHOLS: Yeah.  
 9 MR. BECKER: -- is huge.  
 10 MR. NICHOLS: And right now the demand side right now  
 11 is as high as I can -- I mean it may be even  
 12 higher than it was in 2005 and 6. It is right now  
 13 it's difficult to find. And that's why the DOT is  
 14 out pre-buying credits at full --  
 15 MR. BUNDY: But there's no expiration date on these  
 16 credits, are there?  
 17 MR. NICHOLS: No, no.  
 18 MR. BUNDY: It's not like (inaudible) something. It  
 19 could sit on the shelf forever.  
 20 MR. NICHOLS: Right. So one of the things we talked  
 21 about, sometimes for a consulting company like  
 22 ours, we look at a project different than an owner  
 23 would look at a project. If you have this land in  
 24 a trust and you say, We're going to hold this land  
 25 no matter what, and if I can generate a source of

Page 59

1 income and revenue out of it, we don't care if it  
 2 takes 35 years to do. You know, we were going to  
 3 preserve it in any situation. So if we can  
 4 preserve it and then over time gain income, that's  
 5 a value. To a company like us that our business  
 6 model's based on that, I would look at it and say,  
 7 Well, I'm not that interested in it. I've got to  
 8 put too much money into it to get you going. But  
 9 landowners may look at it different than an  
 10 investor would to it.  
 11 But you're right, Bill. I mean we've got two  
 12 banks that are in what I would say are similar  
 13 areas to this where the service is. There's just  
 14 not a whole lot of development going on. But we  
 15 are able to do that fairly easy, and we've covered  
 16 our cost and the banks are just sitting there, and  
 17 if it takes 15 or 20 years to sell them, you know,  
 18 at some point we expect somebody will come in and  
 19 want to buy the credits. But you know, we can  
 20 just sit there and hold them as long as we want.  
 21 MR. BECKER: Yeah.  
 22 MR. NICHOLS: The last, the conservation easement  
 23 advantage has the least restrictive easement  
 24 language. You can -- I mean I've seen easements  
 25 of all different sorts in that, and that the

Page 60

1 ownership does not transfer. I guess I should --  
 2 we didn't talk about, you know, in that's probably  
 3 the in a permittee-responsible plan for some  
 4 folks, that is the one catch is that you are  
 5 transferring your land. It's not always a  
 6 requirement to transfer your land in a permittee-  
 7 responsible plan, but in this situation they're  
 8 asking you for that.  
 9 MR. \_\_\_\_\_: Sure.  
 10 MR. NICHOLS: It is possible for people to come in and  
 11 buy the right to place an easement on your  
 12 property, and you keep the property, and they  
 13 still get to use it. It meets their mitigation  
 14 needs. The value, obviously, would be different  
 15 than purchasing it outright.  
 16 MR. BECKER: Uh-huh. Let me -- go ahead.  
 17 MR. BUNDY: So is it correct that the gold mine, in  
 18 fact, if they wanted to could obtain the same  
 19 mitigation credits without taking fee simple title  
 20 of this property?  
 21 MR. BECKER: That's exactly what I was going to ask.  
 22 MR. SMITH: I had the same question.  
 23 MR. NICHOLS: And I don't have a straight answer. But  
 24 to some degree yes, Bill. Here's -- so there is  
 25 no -- when I do -- there is a counter sheet to

1 that worksheet that we did. There are six sheets  
 2 of this. So one determines how many credits.  
 3 There's no difference in here whether you have the  
 4 ownership of it or the easement. It's the action  
 5 of putting it under conservation that generates  
 6 that. So it does not change that. Now, the gold  
 7 mine is in a little bit of a different situation.  
 8 So do I think technically could they apply and  
 9 use, could they generate the credits the same way  
 10 doing an easement versus fee simple? Technically  
 11 yes, you can do that.  
 12 At the very beginning of the conversation I talked  
 13 about the hierarchy is to go to a bank. You have  
 14 to go buy your credits from somewhere. If you're  
 15 not going to buy credits, you are charged with  
 16 showing why the project that you're proposing is  
 17 environmentally better and more sound than going  
 18 and buying credits. That's a pretty high  
 19 threshold you have to set. So you have to  
 20 demonstrate that the ecological benefit of your  
 21 project outweighs anything else that's out there  
 22 that you could do. The gold mine, the way we did  
 23 the original mitigation plan and again, given the  
 24 terms (inaudible) this I think are following a  
 25 similar suit is to say that the properties they've

1 identified are of such a high ecological and  
 2 cultural resource value that they are suitable for  
 3 designation -- designated as Heritage Trust  
 4 properties. And that by itself, Heritage Trust  
 5 has a whole definition of what it is. We used the  
 6 argument that if you qualify, that is the top  
 7 designation that you can have. If you are able to  
 8 show that that property and the State of South  
 9 Carolina is willing to designate that property as  
 10 eligible for Heritage Trust, then it is the top of  
 11 the food chain. It is the highest level of value.  
 12 So --  
 13 MR. BUNDY: The problem with that is, though, is you  
 14 could go with the Heritage Trust, you're stuck  
 15 with the DNR running your property --  
 16 MR. NICHOLS: Right.  
 17 MR. BUNDY: -- and basically having DNR family picnics  
 18 out there, and open days, and fishing and hunting  
 19 on your land, and being just game wardens, right?  
 20 MR. NICHOLS: My understanding -- so Goodwill and  
 21 Cooks, yes, they are managed by DNR. They are  
 22 open. They have them as game management areas.  
 23 They have them open to the public. You know, they  
 24 manage all the properties differently, but yes, it  
 25 is a public property. And part of what -- part of

1 what our discussion was in the original mitigation  
 2 plan was the value of it being in a public trust,  
 3 essentially.  
 4 MR. BECKER: Well, now --  
 5 MR. NICHOLS: So -- sorry. So to go back, can you  
 6 generate the same number of credits by doing only  
 7 an easement as opposed to a fee simple transfer?  
 8 Yes, you can. Technically it doesn't make a  
 9 difference. In this situation because they're  
 10 outside the box of normal mitigation plans and  
 11 they're having to demonstrate why this is such a  
 12 high value, I'm not certain that they would be  
 13 able to cross, you know, it would fall back to us  
 14 to show that that easement by itself in this trust  
 15 still attains that highest ecological and cultural  
 16 resource benefit that it would in the Heritage  
 17 Trust program.  
 18 MR. BECKER: Okay.  
 19 MR. BUNDY: So this is all about how good you can do  
 20 your job?  
 21 MR. NICHOLS: Yeah, (inaudible) didn't have a good  
 22 straight answer for it.  
 23 MR. BECKER: David Thomas pretty much, and maybe, I  
 24 don't know, maybe he -- anyway, he felt very  
 25 confident that we could still do the deal with

1 OceanaGold but keep the -- not make this public,  
 2 not open to the public.  
 3 MR. BOYKIN: Yeah, because of the rookery, especially.  
 4 MR. NICHOLS: Again, if you ask me my opinion, I'd tell  
 5 David Thomas the same thing if he asked me can you  
 6 make this mitigation plan work if I don't give it  
 7 to Heritage Trust. I would say, Yes, I think I  
 8 can make it work. I think it's sound enough that  
 9 we can write a plan that demonstrates that without  
 10 having to go. There is no obligation to go to  
 11 Heritage Trust. I mean that level or that  
 12 threshold to cross to say it's suitable doesn't  
 13 say you have to be Heritage Trust.  
 14 MR. BOYKIN: Let me correct something. Let me  
 15 understand something. Are you saying that the  
 16 only way it can go to Heritage Trust is if there  
 17 is public access, et cetera, et cetera, or can  
 18 Heritage Trust place the restrictions on --  
 19 MR. NICHOLS: I don't know for certain the answer to  
 20 that.  
 21 MR. BOYKIN: Okay. I think that's an important  
 22 question.  
 23 MR. NICHOLS: It is.  
 24 MR. BECKER: Yeah.  
 25 MR. NICHOLS: Right. I think we need to understand

Page 65

1 whether, you know.  
 2 MR. \_\_\_\_\_: Yeah, okay.  
 3 MR. BUNDY: Steve, let me ask you this. If Thomas  
 4 hopes or whatever that he might be able to do this  
 5 without the Heritage Trust which gets rid of DNR,  
 6 (inaudible) can be done without the Heritage Trust  
 7 then couldn't we (inaudible) an easement without  
 8 giving a fee simple title and get to the same  
 9 place? He gets his credits and we get to keep fee  
 10 simple title? Is that possible?  
 11 MR. NICHOLS: That's what I say. I think technically  
 12 it's possible. Now --  
 13 MR. BOYKIN: It's all a question of money.  
 14 MR. NICHOLS: Well, it's not so much money. It's that  
 15 he's asking for you've got to go to the other side  
 16 of the equation which is with the permit that he's  
 17 asking for. So, you have a permit action and you  
 18 have this mitigation that offsets the permit  
 19 action. This permit that they're going to ask for  
 20 is going to have very significant impacts to it  
 21 both in direct impacts to the wetlands and to the  
 22 overall land it'll encompass, and you know, the  
 23 process of mining gold has its own wealth of  
 24 things attached to it as far as chemicals and  
 25 issues and those type of things. So there will

Page 66

1 be, the way they avoid the opposition of that  
 2 permit is to offer a mitigation plan that  
 3 literally knocks the socks off of everybody.  
 4 MR. BECKER: Yeah.  
 5 MR. NICHOLS: And that's what they're trying to do.  
 6 So, Bill, the question I would have is if David is  
 7 married to the idea that he wants it to be, he  
 8 thinks it has to be at this super-high level  
 9 that's in Heritage Trust in order to satisfy the  
 10 folks that would appeal his permit so that they  
 11 don't appeal his permit, then would he say, Yes,  
 12 you could technically do it but I don't think it's  
 13 going to satisfy these folks. Then I'm going to  
 14 have to find a different site that I can do this  
 15 process with.  
 16 If David asked me that, I'd say, Well, David, I  
 17 believe this site is so good. Can we not look at  
 18 it in a way that we might be able to write this up  
 19 and say, and demonstrate the value is still that  
 20 good without having to go to Heritage Trust?  
 21 That's really a question for Oceana. I mean if  
 22 they are married to that concept without any  
 23 chance of separating --  
 24 MR. BECKER: I don't -- he did not appear to be --  
 25 MR. NICHOLS: Yeah.

Page 67

1 MR. BECKER: -- when we met with him about a week ago  
 2 today.  
 3 MR. NICHOLS: Yeah.  
 4 MR. BOYKIN: Some of it depends on what his other  
 5 options are, and we don't know what those options  
 6 are.  
 7 MR. NICHOLS: And I don't --  
 8 MR. BOYKIN: I'm sure there are a pile of them but I  
 9 don't know what they are.  
 10 MR. SMITH: Yeah, there has to be because they know  
 11 damn good and well their permit's going to get  
 12 appealed. I mean there's no question about that.  
 13 MR. BOYKIN: Well, it didn't get appealed on Goodwill.  
 14 MR. NICHOLS: It (inaudible) appealed the first time,  
 15 you know.  
 16 MR. SMITH: What they're proposing to do, as I  
 17 understand it, is pretty radically different than  
 18 the first go-round.  
 19 MR. NICHOLS: It is, yeah.  
 20 MR. SMITH: And so you can rest assured that those  
 21 people who are opposed to this permit are going to  
 22 appeal it. I -- I'd stake everything I've got on  
 23 it.  
 24 MR. BOYKIN: Well, if they appeal it, that's after  
 25 we've already sold it.

Page 68

1 MR. NICHOLS: No. Well, it depends on how you  
 2 structure it. That's Bill's question. If the  
 3 appeal would come just before the permit's issued,  
 4 so the permit actually never gets issued --  
 5 MR. BOYKIN: I understand, but under the option  
 6 agreement basically they have to --  
 7 MR. NICHOLS: They've already bought it.  
 8 MR. BOYKIN: -- (inaudible) it long before that would  
 9 happen.  
 10 MR. NICHOLS: Right. So, you know, I think the real  
 11 question for y'all, as I hear everybody talking,  
 12 is that ownership question and you know, what is  
 13 the trust, and the individuals' interest in that.  
 14 MR. BECKER: Yeah, yeah.  
 15 MR. NICHOLS: I mean if it really does -- and Bill,  
 16 maybe that's, and Jaime, it's to determine what  
 17 are the restrictions inside that Heritage Trust.  
 18 My recollection was that in order to be eligible  
 19 for Heritage Trust it had to be -- it had to be  
 20 held public. I mean it had to be, you know, DNR  
 21 or something like that.  
 22 MR. BECKER: Yeah.  
 23 MR. NICHOLS: Now whether they -- certainly there are  
 24 places I know that are Heritage Trust preserves  
 25 that the public doesn't have access to.

Trustee Meeting 4-3-18

Page 69

1 MR. SMITH: Absolutely there are.  
 2 MR. NICHOLS: That they restrict, you know. They don't  
 3 let them in.  
 4 MR. BECKER: Yeah.  
 5 MR. NICHOLS: But it is owned -- it is owned by the  
 6 State of South Carolina.  
 7 MR. SMITH: Yeah.  
 8 MR. BECKER: Right. Well, I've got two things. I mean  
 9 I'm sitting here looking at the value (inaudible)  
 10 and to me -- and Mary Deas, unfortunately you  
 11 can't see this, but in terms of dollar value to  
 12 the trust, right now the PRP, permittee-  
 13 responsible plan with OceanaGold yields 4.2  
 14 million, and the mitigation bank option yields  
 15 4.688, which is only about 10 percent more at the  
 16 high end.  
 17 MS. BELGER: But it does go up in value.  
 18 MR. NICHOLS: It can go up in value, you're right. So,  
 19 for instance, I'd said 8 to \$10,000 per credit.  
 20 You know, we started in (inaudible) the very  
 21 credits we sold at \$1,800 a credit, and the last  
 22 ones we sold were \$7,500 a credit.  
 23 MR. SMITH: In Florida right now a mitigation credit is  
 24 about \$40,000.  
 25 MR. BECKER: Wow.

Page 70

1 MS. BELGER: I think in California it's a half a  
 2 million.  
 3 MR. NICHOLS: Right, uh-huh. So you're right, it does.  
 4 I think the bigger question and the bigger thing  
 5 for the mitigation bank is if we can generate  
 6 those numbers, I can put in on paper who is really  
 7 going to make use of that and how long does it  
 8 take for the absorption of those credits, you  
 9 know, the PRM --  
 10 MR. SMITH: It's the risk.  
 11 MR. NICHOLS: -- is a one time, you know, you have no  
 12 risk attached to it, you have no responsibility  
 13 attached to it. The mitigation bank you have both  
 14 of those and the uptake of those credits is going  
 15 to be, unless something changes dramatically in  
 16 that section of the world, you know, it's going to  
 17 take a long time for you to sell those credits,  
 18 so.  
 19 MR. BECKER: Okay.  
 20 MR. BOYKIN: When you did the value for the mitigation  
 21 bank it ranges from 2.7 million to 4.6 or 4.7  
 22 million, roughly. Was time value of money  
 23 factored in that?  
 24 MR. NICHOLS: No.  
 25 MR. BOYKIN: So it wasn't discounted back to --

Page 71

1 MR. NICHOLS: No, that's just a straight -- here's 586  
 2 credits times \$8,000.  
 3 MR. BOYKIN: Okay. So the time value of money would be  
 4 a very --  
 5 MR. NICHOLS: Right.  
 6 MR. BOYKIN: -- significant factor, then?  
 7 MR. NICHOLS: Yes, yeah.  
 8 MR. BECKER: Yeah. So discounting that, so what your  
 9 estimate is today is that we would yield 4.68  
 10 million at the end of 10 years?  
 11 MR. NICHOLS: Ten years, hopefully 10 years.  
 12 MR. BOYKIN: Well, it's at the end of 15 years.  
 13 MR. NICHOLS: Right, right.  
 14 MR. BOYKIN: Because you've got the permitting on top  
 15 of it.  
 16 MR. BECKER: Okay.  
 17 MR. NICHOLS: And you would have a minimum -- I mean  
 18 let's say at the earliest you would have 24 months  
 19 of approval, you get that first credit in that  
 20 first year, and let's assume that you get all of  
 21 your credits released in five years and somebody  
 22 buys all those credits. So I think you've got to  
 23 assume a minimum of seven years on any kind of  
 24 mitigation bank.  
 25 MR. BECKER: Now, let me ask you this. If the trustees

Page 72

1 did vote to enter into the option agreement and  
 2 OceanaGold hired you to do all the work for them,  
 3 but for some reason they decide not to exercise  
 4 the option and buy the property, would the work  
 5 that you did for them support the establishment of  
 6 the mitigation bank?  
 7 MR. NICHOLS: Yes. They're tailored a little bit  
 8 different, but the content is virtually the same.  
 9 MR. BECKER: Okay.  
 10 MR. NICHOLS: So there would be a little bit that would  
 11 need to be changed if you changed the directions  
 12 of that.  
 13 MR. BECKER: Right.  
 14 MR. NICHOLS: But the vast majority of it yeah, the  
 15 effort would be complete. That's a nice, I mean  
 16 that's, you know, a thought, yeah.  
 17 MR. BECKER: Well, and so I don't know. To the extent  
 18 that the trust could achieve the benefits of the  
 19 OceanaGold plan and retain fee simple ownership,  
 20 that would be almost like having your cake and  
 21 eating it, too. It seems like I'm just wondering  
 22 if that's possible. But for me what you've talked  
 23 about in the mitigation bank scenario is being the  
 24 owner being perpetually responsible for  
 25 maintaining the land, that does come with a cost.

Trustee Meeting 4-3-18

Page 73

1 Now, I know that OceanaGold was going to set up an  
2 endowment.  
3 MR. NICHOLS: Uh-huh.  
4 MR. BECKER: We talked with them about doing that --  
5 MR. NICHOLS: Right.  
6 MR. BECKER: -- that would provide the funds for  
7 maintaining the property in perpetuity.  
8 MR. NICHOLS: Right.  
9 MR. BECKER: I mean they were sort of basically going  
10 to put up the cash to guarantee that up front.  
11 So, it seems to me that if the trust could get --  
12 keep fee simple, get the endowment, and still do  
13 the conservation easement, I mean that would  
14 really -- that would be the cake and the icing on  
15 top.  
16 MR. NICHOLS: Everything. And you're, I'll be honest,  
17 in most situations you're right, that would be so  
18 far out of bounds to even think about except for  
19 this a different -- this is a different animal  
20 you're dealing with. I mean we've never dealt  
21 with somebody like this before who -- who has the  
22 financial backing to do those type of things, and  
23 they recognize ultimately this is what I need to  
24 do to get to be able to mine gold.  
25 MR. BECKER: Uh-huh.

Page 74

1 MR. NICHOLS: You know, there earlier your comment  
2 about Rainbow -- they thought Rainbow Ranch would  
3 be enough to mitigate for all of their original  
4 plan. It ended up being the smallest piece of the  
5 mitigation plan.  
6 MR. BOYKIN: Basically -- basically they were extorted  
7 to buy Goodwill. I mean no one uses that  
8 language, but that's the fact of the matter.  
9 MR. SMITH: Listen, that's what --  
10 MR. BOYKIN: That's reality.  
11 MR. SMITH: -- that's what the article of engineers is  
12 in business to do, okay.  
13 MR. BOYKIN: Well, it was the environmental groups,  
14 too.  
15 MR. SMITH: I agree.  
16 MR. BOYKIN: Yeah. I mean, you know, and who knows  
17 what might happen on this one. I don't know. But  
18 I -- I do know that they have to have a very, very  
19 robust plan no matter what.  
20 MR. SMITH: Yes, they do.  
21 MR. NICHOLS: They do.  
22 MR. SMITH: Yes, they do.  
23 MR. NICHOLS: Yeah.  
24 MR. BOYKIN: And they realize that, clearly. And  
25 politics is --

Page 75

1 MR. NICHOLS: Ultimately the value --  
2 MR. BOYKIN: -- (inaudible) you get involved in this,  
3 too.  
4 MR. SMITH: Sure, it will.  
5 MR. NICHOLS: The value to them shouldn't differ from,  
6 I mean their end game is to get their permit, and  
7 if this is an important piece of it, the structure  
8 of whatever that is doesn't matter. I wouldn't  
9 think it should matter to them. Unless -- unless  
10 those people that are directing them to this and  
11 saying here's what we want, I mean that's how  
12 Goodwill and Cooks got pointed out. Here's what  
13 we want you to preserve, and here's what you have  
14 to do. Unless those people are saying we want  
15 this and we want it done in this way, and that's  
16 Heritage Trust, then you know, if they can't get  
17 to that level and y'all say that's not what we're  
18 interested in, do they say we'll go to Plan B, and  
19 we're not going to do Boykin Mill Pond; we'll use  
20 something else. It comes back to the, you know,  
21 can you. The technical answer to the question can  
22 they generate the same credits is yes. Can you  
23 get that public input in the comments and the  
24 pushing and pulling that go on about permits and  
25 the threats of appeal really dictate ultimately

Page 76

1 what has to be done.  
2 MR. BOYKIN: Actually, I think, and I could be wrong on  
3 this -- his is a supposition on my part -- that  
4 the reason they are going the route of doing  
5 permittee-responsible plans as opposed to  
6 mitigation bank, mitigation bank is by far cheaper  
7 for them than this route. The problem is they  
8 don't get the public buy-in.  
9 MR. NICHOLS: Right.  
10 MR. BOYKIN: And so they're sort of screwed in some  
11 respect that they have to do something that the  
12 public can identify with, the environmental groups  
13 can identify with.  
14 MR. NICHOLS: Right.  
15 MR. BOYKIN: That's the big thing, I think, for them.  
16 MR. SMITH: (Inaudible).  
17 MR. NICHOLS: I don't know.  
18 MR. SMITH: I mean realistically?  
19 MR. NICHOLS: I imagine, Ellison, there's plenty of  
20 properties. There's other properties. And I  
21 don't know whether they'd reach to this  
22 (inaudible). I don't know, you know. But my  
23 understanding is they're looking at three tracts  
24 similar (inaudible) before. I haven't been a part  
25 of it. I mean they did before. David Thomas has

Trustee Meeting 4-3-18

Page 77

1 done a good job of negotiating these outside of a  
 2 lot of folks, and then we're brought in and handed  
 3 the ingredients to cook with.  
 4 MR. BOYKIN: And just in our area you've got  
 5 (inaudible).  
 6 MS. BELGER: It's ruined.  
 7 MR. BECKER: You've got who, Rigdon?  
 8 MR. BOYKIN: Huh?  
 9 MS. BELGER: It's ruined.  
 10 MR. BOYKIN: No, they can build -- I mean they can  
 11 restore all of that and still do it.  
 12 MS. BELGER: (Inaudible) took all the stumps out,  
 13 everything.  
 14 MR. BOYKIN: Anyway.  
 15 MR. BECKER: What place? I didn't hear.  
 16 MR. BOYKIN: It's another pond just down the road.  
 17 MR. BECKER: And what's it's called?  
 18 MR. BOYKIN: Ellerbe's Mill.  
 19 MS. BELGER: It doesn't have the eco system like it was  
 20 before they bought it.  
 21 MR. NICHOLS: Yeah.  
 22 MR. BOYKIN: But the bottom line is there are other  
 23 alternatives.  
 24 MR. NICHOLS: Right.  
 25 MR. BOYKIN: I'm sure they're pushing a bunch of them.

Page 78

1 I don't -- I know of at least one, but I don't  
 2 know any others.  
 3 MR. BECKER: Well, would the -- and I'm just -- I'm  
 4 just talking out loud here, but would the swamp  
 5 tract --  
 6 MR. BOYKIN: No.  
 7 MR. BECKER: -- qualify in here?  
 8 MR. BOYKIN: It's not significant enough. The actual  
 9 acreage is fairly limited.  
 10 MR. BECKER: Okay. What about some of those stream  
 11 beds that you mentioned earlier?  
 12 MR. BOYKIN: They are doing that right now up where  
 13 they are. They do this in a lot of places.  
 14 They're talking to other people in Kershaw County.  
 15 I know of one in particular that they've been  
 16 pushed by some of the politicians on. They can  
 17 get most of what they need, my guess is,  
 18 potentially off of this. If they did this they  
 19 would enhance it with -- this isn't their only --  
 20 you know, it isn't like this project is it.  
 21 MR. BECKER: Oh, I understand.  
 22 MR. BOYKIN: This project combined with a whole bunch  
 23 of things they're doing up in the Flat --  
 24 MR. BECKER: Yeah, yeah.  
 25 MR. BOYKIN: -- Creek area or whatever, I know they're

Page 79

1 in the middle of negotiations on a whole bunch of  
 2 pieces of property.  
 3 MR. BECKER: Right.  
 4 MR. BOYKIN: And they're just going to look at the  
 5 whole package and talk to the various permitting  
 6 people, and the Corps of Engineers especially, and  
 7 all of that.  
 8 MR. BECKER: Well, my thinking is more along the lines  
 9 of well, you've got a potential buyer like this  
 10 gold mine. They really like the mill pond. Do we  
 11 have some other stuff we could put on the table  
 12 and get them to buy at the same time?  
 13 MR. BOYKIN: We may well, but I think you've got to  
 14 start somewhere.  
 15 MR. BECKER: Right.  
 16 MR. BOYKIN: Certainly I think it's all a question of  
 17 money.  
 18 MR. BECKER: Yeah.  
 19 MR. BOYKIN: They're going to measure what -- I mean  
 20 they just bought a piece of property, I  
 21 understand, for like 6,000 bucks that's probably  
 22 worth 1,200. It's a question of how much  
 23 differential they're willing to pay.  
 24 MR. BECKER: Right.  
 25 MR. BOYKIN: And whether it's -- they will -- it's the

Page 80

1 dammedest thing I've ever seen. They will go and  
 2 buy a piece that isn't contiguous to anything they  
 3 have, and they take a long-term view of this that  
 4 really is -- is almost Japanese like, which it's  
 5 been very surprising for me to watch. They will -  
 6 - they will say, all right, we'll buy this and  
 7 some day, five years, whatever, we might be able  
 8 to get this that's next to it.  
 9 MR. NICHOLS: (Inaudible), uh-huh.  
 10 MR. BOYKIN: And then they'll go to something else. I  
 11 mean it's -- it's pretty amazing and unusual from  
 12 what I've seen.  
 13 MR. NICHOLS: Right. I'd say they -- I mean we've  
 14 never had -- we've never worked for anybody that  
 15 has quite the mentality that they have, which it's  
 16 a very nice position to be in --  
 17 MS. WORTLEY: Yeah.  
 18 MR. NICHOLS: -- to work for, because they do look in  
 19 very long terms.  
 20 MR. BOYKIN: Yeah. It's been really remarkable in my  
 21 experience, anyway. I'm not -- I mean I've worked  
 22 with a lot of companies in environmental issues  
 23 because we do developing plants, but I've never  
 24 seen anyone look out this long.  
 25 MR. NICHOLS: The only other thing we didn't really

Page 81

1 talk about is so if -- if, I mean if you look at  
 2 it, I mean mitigation bank is an option but you  
 3 understand now the risks and the disadvantages to  
 4 it or the advantages of them. If this didn't work  
 5 out with Oceana, obviously the conservation  
 6 easement idea still sits there and is always  
 7 available as long as there's funding to those. I  
 8 mean you saw that South Carolina passed and will  
 9 fund that again. I mean that's an option there.  
 10 MR. BOYKIN: But isn't there a limit on how much per  
 11 acre they'll do?  
 12 MR. NICHOLS: They can, but it depends on, and I don't  
 13 know the details of it, but it depends on the  
 14 property. And I mean, again, I think you're going  
 15 to be up at this highest echelon of value  
 16 ecologically.  
 17 MR. SMITH: And it depends on the appraisal.  
 18 MR. NICHOLS: Yeah, right. So, but would there be  
 19 other -- I mean could -- would another permittee-  
 20 responsible mitigation client come along and need  
 21 that, potentially? I mean is there somebody else  
 22 that's going to -- another industry that would  
 23 come in who doesn't have the spotlight that  
 24 OceanaGold has on them to say we have to have this  
 25 a certain way? Would somebody else come along and

Page 82

1 say, Oh, yeah, we are willing to do just  
 2 (inaudible) an easement or we are willing to do  
 3 something different? Yes, I would say that  
 4 exists. I don't know where they are or when they  
 5 come along. That's the unknown.  
 6 MR. BECKER: Yeah.  
 7 MR. NICHOLS: But --  
 8 MR. BECKER: Well, the scenario I like, which would  
 9 seem to satisfy all three trustees, would be the  
 10 have-your-cake-and-eat-it-too approach. I don't  
 11 know. I'm just thinking. I'm talking out loud.  
 12 That, to me, seems like it would have the highest  
 13 probability of satisfying all three of these  
 14 trustees if we could -- if we could engineer it  
 15 that way.  
 16 MR. BOYKIN: I've never found a free lunch yet. I'm  
 17 still looking.  
 18 MR. BECKER: And it may have a cost to it. It may mean  
 19 the price offered is somewhat less than what's on  
 20 the table now, or it may be that the price is  
 21 what's on the table, we just don't get the premium  
 22 we think they're, you know, that last little bit  
 23 they're holding in reserve. I don't know. But  
 24 I'm just having heard the different positions of  
 25 the three trustees on the issues before us, I'm

Page 83

1 just trying to think what -- what would be a way  
 2 that gets everyone to vote in favor of something.  
 3 MR. NICHOLS: Right, and I think it's understanding  
 4 what Oceana thinks they need --  
 5 MR. BECKER: Yeah.  
 6 MR. NICHOLS: -- and is willing to do, and you know, or  
 7 what is that limitation or restriction if it is  
 8 fee simple to Heritage Trust. Can you retain some  
 9 rights? Can you limit what they're doing? I  
 10 don't know the details of that.  
 11 MR. BECKER: Okay.  
 12 MR. BOYKIN: I really appreciate it. This is very  
 13 useful.  
 14 MR. BECKER: This is great, been very, very helpful.  
 15 MR. NICHOLS: Well, I hope so. I feel like I've talked  
 16 way too much.  
 17 MR. SMITH: No, just enough.  
 18 MR. BECKER: So --  
 19 MR. NICHOLS: Bill, you, anyone else, other questions?  
 20 MR. BUNDY: No, I'm -- I'm (inaudible).  
 21 MR. BECKER: Do you have a card?  
 22 MR. NICHOLS: I'll have to go back and bring them back  
 23 to you.  
 24 MR. BECKER: Well, I'll bring my cards in here and you  
 25 can just email me.

Page 84

1 MR. NICHOLS: Okay, I set them out in the truck and  
 2 then I didn't bring them in.  
 3 MR. BECKER: Yeah. And if you don't mind, Ellison, let  
 4 me get that --  
 5 MR. SMITH: Not at all.  
 6 MR. BECKER: -- confidentiality order acknowledgment  
 7 form and get you to sign that.  
 8 MR. SMITH: Okay.  
 9 MR. BECKER: I'll be right back.  
 10 MR. BOYKIN: We're going to take a short nature break.  
 11 MR. NICHOLS: I'll send you this slideshow that DOT's  
 12 done for where they need credits.  
 13 MR. SMITH: (Inaudible).  
 14 MR. NICHOLS: Pretty remarkable.  
 15 MR. SMITH: When you were talking about (inaudible)  
 16 that salt water mitigation bank that I was working  
 17 on down in Jasper County --  
 18 MR. NICHOLS: Uh-huh.  
 19 MR. SMITH: -- (inaudible).  
 20 MR. NICHOLS: You know, we ended up buying -- we bought  
 21 the first credit from them.  
 22 MR. SMITH: Did you really?  
 23 MR. NICHOLS: And do you know what it was?  
 24 MR. SMITH: What?  
 25 MR. NICHOLS: One credit.

Trustee Meeting 4-3-18

Page 85

1 MR. SMITH: One credit?  
 2 MR. NICHOLS: Uh-huh. Actually I think it was like .7.  
 3 MR. SMITH: Because the highway bought most of that  
 4 (inaudible) and all that damn road. They wanted  
 5 it all.  
 6 MR. NICHOLS: Yeah.  
 7 MR. SMITH: I mean they didn't want (inaudible) that  
 8 took freaking forever.  
 9 MR. NICHOLS: The opposition to that is not -- is  
 10 relaxed a good bit now.  
 11 MR. SMITH: Yeah, yeah.  
 12 MR. NICHOLS: With a few people retiring in certain  
 13 agencies.  
 14 MR. SMITH: Yeah (inaudible).  
 15 MR. NICHOLS: But others didn't share that same....  
 16 MR. SMITH: I've often wondered --  
 17 MR. BUNDY: Steve, what's your sense of the opposition  
 18 to this permit when the gold mine goes after it?  
 19 MR. NICHOLS: I don't know. Ellison seems to have  
 20 (inaudible). Lancaster and Kershaw Counties  
 21 bought into that thing, and they've done such a  
 22 good job up there. I -- I don't know. It's going  
 23 to be whether Southern Environmental Law and some  
 24 of those folks --  
 25 MR. SMITH: That's my guess. Southern Environmental

Page 86

1 Law Center has already said something about it --  
 2 MR. NICHOLS: Yeah.  
 3 MR. SMITH: -- publicly.  
 4 MR. NICHOLS: And that's probably driving why David  
 5 Thomas is focused on creating this mitigation plan  
 6 that's, you know, like no other --  
 7 MR. BUNDY: Right.  
 8 MR. NICHOLS: -- to try to, you know, really knock your  
 9 socks off and keep them quiet. We're just, I  
 10 mean, there's another (inaudible). We're just  
 11 getting into that process. I mean, you know,  
 12 we're in the initial phases of helping them with  
 13 permitting on that, so.  
 14 MR. SMITH: Is (inaudible) still involved in all this?  
 15 MR. NICHOLS: A little bit. She and Tommy Lattimore  
 16 were doing some. There's an attorney named Greg  
 17 Breaker (ph) who's out of Washington that's really  
 18 --  
 19 MR. SMITH: Okay.  
 20 MR. NICHOLS: Peggy Strand with Venable's, Venable Law  
 21 Firm, was the primary person. She's retired and  
 22 Greg went to another firm, but he's -- he's now --  
 23 MR. SMITH: Still got his finger in the --  
 24 MR. NICHOLS: Yeah. But locally they're not using  
 25 anybody that I know of.

Page 87

1 MR. BECKER: Here's my card, Steve.  
 2 MR. NICHOLS: Thank you. I apologize. I --  
 3 MR. BECKER: And Ellison, here's my card.  
 4 MR. SMITH: Okay, good.  
 5 MR. BECKER: And now your full name is?  
 6 MR. SMITH: Mine?  
 7 MR. BECKER: Yeah.  
 8 MR. SMITH: It's Ellison, E-L-L-I-S-O-N Durant, D-U-R-  
 9 A-N-T Smith, and I'm the fourth.  
 10 MR. BUNDY: That's S-M-Y-T-H-E?  
 11 MR. SMITH: Yeah, right.  
 12 MR. BECKER: I'm filling in on this attachment.  
 13 Today's the third, isn't it?  
 14 MR. BOYKIN: Yep.  
 15 MR. NICHOLS: It is.  
 16 MR. SMITH: Uh-huh.  
 17 MR. BOYKIN: It's really screwy having Easter be on the  
 18 first.  
 19 MS. BELGER: That's a first.  
 20 MR. \_\_\_\_\_: Yeah (inaudible).  
 21 MR. BECKER: If you'll just sign your name right there.  
 22 All right, and just initial right there. And I'm  
 23 going to just give you an order.  
 24 MR. SMITH: Okay.  
 25 MR. BECKER: So you can read it at your leisure.

Page 88

1 MR. NICHOLS: Yeah, and see what you've signed.  
 2 MR. BECKER: See what you agreed to.  
 3 MR. SMITH: (Inaudible) should I keep my mouth shut.  
 4 MR. BECKER: All right. Well, what do we do from here?  
 5 MR. SMITH: Think. I think we just think.  
 6 MR. BECKER: Yeah. That's always a good -- but think  
 7 before you leave.  
 8 MR. SMITH: Absolutely. Yeah, we just need to think.  
 9 MR. BECKER: All right. Well --  
 10 MR. NICHOLS: I can -- I'll look back and see if I have  
 11 any information from the original mitigation plan  
 12 on the Heritage Trust designation that I can share  
 13 with you.  
 14 MR. BECKER: All right. That'll be fine.  
 15 MR. NICHOLS: I'm sure you can (inaudible).  
 16 MR. BECKER: Yeah, yeah.  
 17 MR. NICHOLS: But if I have any of that information  
 18 I'll be glad to give it to you.  
 19 MR. BOYKIN: And you were going to get us the --  
 20 MR. NICHOLS: The other banks, right.  
 21 MR. BOYKIN: -- other banks that are in process.  
 22 MR. NICHOLS: Yeah.  
 23 MR. BECKER: This has been so helpful. Really  
 24 understand it now. Or I know how little I  
 25 actually know about it. It's a beautiful piece of

Trustee Meeting 4-3-18

Page 89

1 property. I know that, though.  
 2 MR. SMITH: Yes, it is. No question about it.  
 3 MR. BECKER: Yeah. Just a beautiful piece of property.  
 4 All right. Well, Bill? Mary Deas?  
 5 MR. BOYKIN: I think I would at least like to take this  
 6 opportunity if anyone has any questions on what I  
 7 sent around yesterday for me that I might answer.  
 8 I'd like to at least afford y'all the ability to  
 9 ask them.  
 10 MR. BECKER: I brought that in and I --  
 11 MR. BOYKIN: I don't think y'all need to be here.  
 12 MR. NICHOLS: (Inaudible).  
 13 MR. BOYKIN: Yeah.  
 14 MR. SMITH: Can I get this validated (inaudible)?  
 15 MR. BECKER: Yes, go by our receptionist. If you  
 16 parked in the garage behind this building --  
 17 MR. BOYKIN: She'll give you another card that you have  
 18 to use.  
 19 MR. BECKER: With a little bar code on it that you have  
 20 to slide through horizontally.  
 21 MR. NICHOLS: Okay.  
 22 MR. BECKER: There's a little red -- red area of that  
 23 control panel, and it's -- you slide it through  
 24 horizontally. It's a bar code reader on there.  
 25 MR. BUNDY: You put the bar code on the bottom.

Page 90

1 MR. BECKER: Yeah.  
 2 MR. NICHOLS: I'll let you go first, Ellison. So we're  
 3 going back to the (inaudible) floor to get that,  
 4 right?  
 5 MR. BOYKIN: Yeah, just to the desk there.  
 6 (BACKGROUND CONVERSATION)  
 7 MR. BECKER: Well, Bill, do you like participating via  
 8 video?  
 9 MR. BUNDY: I like it a lot. I showed it to my law  
 10 partner. I think we're going to get this system  
 11 installed here. I like it. I'm going to have to  
 12 go. I've got this funeral I've got to go. I'm a  
 13 pallbearer. So y'all take care.  
 14 MR. BECKER: Yeah. Thank you.  
 15 MR. BOYKIN: Thank you.  
 16 MR. BECKER: Rigdon, why don't -- I've printed  
 17 everything off -- I've printed everything off, but  
 18 I have not had --  
 19 MR. BOYKIN: Okay.  
 20 MR. BECKER: -- enough time to really study it yet.  
 21 MR. BOYKIN: That's fine. If people did, I just wanted  
 22 to be able to say the -- I think the two  
 23 takeaways, as far as I'm concerned, one is it is  
 24 not going to be entirely accurate in terms of, you  
 25 know, is something 50,000 too little or too much

Page 91

1 or whatever, or 100,000 even, too little or too  
 2 much. The main takeaway is there is a huge, huge  
 3 amount of difference so that if you are wrong, for  
 4 example, on one plan by 2 or \$300,000, it still  
 5 doesn't matter. The differential is that great,  
 6 potentially, and I think that's the thing I want  
 7 people to understand as opposed to whether the  
 8 numbers are accurate --  
 9 MR. BECKER: Yeah.  
 10 MR. BOYKIN: -- down to within 50,000 or 100,000 or  
 11 even 300,000. Doesn't matter. But if you have  
 12 questions, feel free to call me. Mary Deas, I  
 13 know this is something that Boykin and Teddy might  
 14 be able to give you some guidance on, as well,  
 15 since they're interested in this now, and Tommy,  
 16 as well.  
 17 MS. WORTLEY: (Inaudible).  
 18 MR. BOYKIN: Sure. If we -- did you get the -- have  
 19 you signed the contract and sent it back to Joe?  
 20 MS. WORTLEY: Yeah, I did.  
 21 MR. BOYKIN: Great, great. One other thing that I  
 22 would like to mention real quick, and maybe we can  
 23 reach agreement on, there is the land that James  
 24 Dennis wants to buy. William Cox has told me that  
 25 we need to get the particular piece of property

Page 92

1 out of which we took the two lots for Jimmy's two  
 2 children. He said we will need to get that  
 3 surveyed before we can --  
 4 MS. BELGER: Two lots? There's only one lot. They've  
 5 already got --  
 6 MR. BOYKIN: They already got one lot and the new lot.  
 7 That makes two, one and one. And he needs to --  
 8 so I would like the ability to ask Bill Lindler to  
 9 prepare that plat for William Cox so we can do  
 10 that deed.  
 11 MS. WORTLEY: Yep. Sounds reasonable to me.  
 12 MR. BOYKIN: Do you have a problem with that, Alice?  
 13 MS. BELGER: Which -- which, the (inaudible)?  
 14 MR. BUNDY: This is the piece of property that he  
 15 wanted out of which we --  
 16 MS. BELGER: The Rembert?  
 17 MR. BOYKIN: It's not the Rembert tract. The Rembert  
 18 tract is fine. It is the one that is the  
 19 (inaudible) of the land that those two lots came  
 20 out of for Jimmy's children.  
 21 MS. BELGER: I'm sorry. I'm having to do something.  
 22 MR. BOYKIN: William says he needs to get it surveyed  
 23 to be able to do those deeds.  
 24 MS. BELGER: That's for just for James -- not James,  
 25 but Monroe and --

Trustee Meeting 4-3-18

Page 93

1 MR. BOYKIN: No, no, he needs the survey done to be  
 2 able to transfer the other, the rest of it to  
 3 James Dennis.  
 4 MS. BELGER: Surprise, I have not thought this. We've  
 5 been doing other things. Give me a little time.  
 6 Because I thought that was (inaudible).  
 7 (Feedback)  
 8 MR. BECKER: Hold on just a minute. We're in a  
 9 (inaudible) situation. It doesn't last long, does  
 10 it? It just goes away after a minute.  
 11 MS. WORTLEY: We need the survey. In any case we need  
 12 the survey.  
 13 MS. BELGER: Well, we need a survey for that lot for  
 14 James or (inaudible) children.  
 15 MR. BOYKIN: He could take that off the GIS. It's more  
 16 the piece that I believe my understanding is it's  
 17 more the piece that James Dennis will go after  
 18 taking those out.  
 19 MS. BELGER: Is that that five acres (inaudible)?  
 20 MR. BOYKIN: I think it's that, whatever that whole  
 21 little piece is he said he would need to get a  
 22 survey on. If we want to sell it, we need to get  
 23 the survey. I don't think we're talking about a  
 24 tremendous amount of money.  
 25 MR. BECKER: How many acres is it, approximately?

Page 94

1 MR. BOYKIN: I don't know exactly how many is left.  
 2 MS. BELGER: It's supposed to be -- I think we gave  
 3 them six or seven acres.  
 4 MR. BOYKIN: Yeah, and we gave about seven before. I  
 5 think it's -- I don't have it at the top of my  
 6 head.  
 7 MR. BECKER: So it's ten or less?  
 8 MR. BOYKIN: No, no. We have to get surveyed. I think  
 9 it's about 60 acres or something.  
 10 MS. BELGER: 63 acres in one side, 5 acres in the other  
 11 side.  
 12 MR. BECKER: Yeah.  
 13 MR. BOYKIN: Yep.  
 14 MS. BELGER: I just don't have all the paper --  
 15 MR. BECKER: Do you have to get the survey done before  
 16 you sell it?  
 17 MR. BOYKIN: He can't do the deed without it.  
 18 MR. BECKER: Okay. All right. Well, would it be  
 19 possible to -- would you put it under contract  
 20 first before you do the survey?  
 21 MR. BOYKIN: I'm not going to go and do unnecessary  
 22 stuff with him. He wants to buy it. I mean, you  
 23 know.  
 24 MR. BECKER: Okay. Yeah.  
 25 MR. BOYKIN: Mary Deas has said yes.

Page 95

1 MS. WORTLEY: (Inaudible) Alice are you agreeing to  
 2 sell that piece of property?  
 3 MS. BELGER: (Inaudible). I think it's on the list.  
 4 It's on the list.  
 5 MS. WORTLEY: And so we need to survey in any case.  
 6 MS. BELGER: So that's a yes?  
 7 MS. BELGER: You say yes?  
 8 MS. WORTLEY: (Inaudible).  
 9 MR. BECKER: I think --  
 10 MS. BELGER: Yes.  
 11 MR. BECKER: It's unanimous.  
 12 MR. BOYKIN: All right. Thank you.  
 13 MR. BECKER: Show me where the swamp tract is. Is it  
 14 pictured --  
 15 MS. BELGER: It's not in there.  
 16 MR. BOYKIN: It's not anywhere close to that.  
 17 MS. WORTLEY: So I don't understand why the swamp tract  
 18 wouldn't have some potential for conservation  
 19 easement.  
 20 MR. BOYKIN: Oh, it does have it, but it's not on the  
 21 magnitude of any of this. It isn't on the  
 22 magnitude that you would do a conservation bank  
 23 for a mitigation bank for. So I don't -- and, in  
 24 fact, it may have some more value as a  
 25 conservation easement as opposed to mitigation.

Page 96

1 For wetlands mitigation they would make us  
 2 basically fill in some of the ditches and  
 3 everything else and make it a wetland again where  
 4 we have ditched and cleared to make a duck pond so  
 5 you could plant it. So -- and the trust cannot  
 6 take -- it cannot get a -- the deduction for an  
 7 easement.  
 8 MR. BECKER: Well, would OceanaGold have an interest in  
 9 doing it with everything they're doing?  
 10 MR. BOYKIN: Clearly they might.  
 11 MR. BECKER: Yeah.  
 12 MR. BOYKIN: Clearly. But I think they're more focused  
 13 on the --  
 14 MR. BECKER: The mill pond right now.  
 15 MS. WORTLEY: Correct.  
 16 MR. BOYKIN: -- they're more focused on the big items -  
 17 -  
 18 MR. BECKER: Yes.  
 19 MR. BOYKIN: -- than the little items.  
 20 MR. BECKER: Right.  
 21 MR. BOYKIN: My guess is if we wanted to do something  
 22 on that or do something upstream, they probably  
 23 would be interested in it. But that's -- that's  
 24 not going to be what drives this train.  
 25 MR. BECKER: Yes, okay.

1 MR. BOYKIN: What's going to drive the train is what  
2 are the three things that they're looking at or  
3 four or whatever. I don't know how many they're  
4 looking at.  
5 MR. BECKER: All right.  
6 MR. BOYKIN: I just happen to know of one in Kershaw  
7 County other than this one.  
8 MR. BECKER: Yeah. Well, why don't we let Bill Bundy  
9 get through this funeral he's got today and let  
10 him talk to Ellison Smith -- Ellison Durant --  
11 Ellison Smith, and then talk to you. I'll talk to  
12 you --  
13 MS. WORTLEY: (Inaudible).  
14 MR. BECKER: -- and we have a draft investment plan  
15 strategy document in process. We have a first  
16 draft. We're getting some input from various  
17 people. I've told Tetterton that our goal is to  
18 have this out primarily to you by the end of this  
19 week. So, that's kind of where we are.  
20 MR. BOYKIN: Okay. I think irrespective of what  
21 happens with that, we need a regular trust meeting  
22 to discuss --  
23 MR. BECKER: Yeah.  
24 MR. BOYKIN: -- some of these other properties. We've  
25 got a unsolicited bid for St. James, for example.

1 MS. WORTLEY: And Baxley.  
2 MR. BOYKIN: Yes.  
3 MS. WORTLEY: (Inaudible) Baxley, yeah.  
4 MR. BOYKIN: It's -- I'm -- my guess is the price that  
5 he has put it at is not sufficient for any of us.  
6 I'm fairly confident of that.  
7 MS. WORTLEY: No, but (inaudible) told me that was a --  
8 MR. BOYKIN: But it is a preliminary, and I have no  
9 doubt they will go up probably 30 to 50 percent,  
10 which would put it within the realm of reason.  
11 There is -- there are other properties that there  
12 is an interest on, and but it's hard to do that in  
13 a vacuum --  
14 MR. BECKER: Right.  
15 MR. BOYKIN: -- without knowing where we're going, in  
16 general.  
17 MR. BECKER: Well, you know, I think, I believe, and if  
18 I'm speaking out of turn one of these ladies will  
19 tell me, but they -- I think there's agreement  
20 that we need to be looking at strategies that grow  
21 the principal of the trust over time while  
22 meeting, you know, providing income to the income  
23 beneficiaries --  
24 MR. BOYKIN: And diversifying.  
25 MR. BECKER: Yes, yes, I agree. You know, the only --

1 only pushback you're going to have is how fast and  
2 ultimately how far, but there's no -- I don't  
3 think there's going to be any significant  
4 disagreement on that we've got to move in that  
5 direction with all deliberate speed. So if I'm --  
6 if I'm speaking out of turn for one of you ladies,  
7 you let me know.  
8 MR. BOYKIN: Is there a day that works for you for a  
9 trust meeting?  
10 MR. BECKER: Well, I was going to say why don't you  
11 send us the agenda you would propose, and we'll,  
12 yeah, we can have it next week. We can do it --  
13 what about --  
14 MS. WORTLEY: Monday?  
15 MR. BECKER: Tuesday, Monday, Tuesday?  
16 MS. WORTLEY: Monday is better.  
17 MR. BECKER: Monday is better?  
18 MS. BELGER: Monday is bad for me.  
19 MS. WORTLEY: All right. (Inaudible).  
20 MR. BOYKIN: What about the 11th or 12th? That's  
21 Wednesday or Thursday.  
22 MS. WORTLEY: Wednesday is I think -- let me go get it.  
23 MR. BECKER: Noon that day on Wednesday is not a good  
24 day for me. I can't do it at 2 on -- Wednesday is  
25 best for me or first thing like 9 a.m. Thursday

1 morning.  
2 MR. BOYKIN: 9 a.m. Thursday?  
3 MR. BECKER: That would work or --  
4 MR. BOYKIN: Is 9 a.m. Thursday okay for you?  
5 MR. BECKER: Or 9 a.m. Wednesday works or --  
6 MR. BOYKIN: Let's see what Mary Deas --  
7 MS. WORTLEY: That sounds good. I'm good Wednesday.  
8 MR. BOYKIN: How about 9 a.m. Wednesday morning?  
9 MS. WORTLEY: That's fine.  
10 MR. BOYKIN: Are you on Central time or Eastern Time?  
11 MR. BECKER: She's Eastern.  
12 MS. WORTLEY: I'm on Eastern Time.  
13 MS. THOMAS: All right. I'm assuming that'll work for  
14 Bill, but we'll make sure.  
15 MR. BOYKIN: You will check with him?  
16 MR. BECKER: Yeah, I'll send an invitation.  
17 MS. WORTLEY: Well, if it doesn't work for Bill, I'm  
18 free Thursday and Friday, also.  
19 MR. BECKER: Okay.  
20 MR. BOYKIN: And you said you were free 9 a.m.  
21 Thursday?  
22 MR. BECKER: Yeah, I'll propose 9 a.m. Wednesday --  
23 MR. BOYKIN: Is 9 Thursday okay for you if that  
24 wouldn't work?  
25 MS. BELGER: Well, either one will be fine for me.

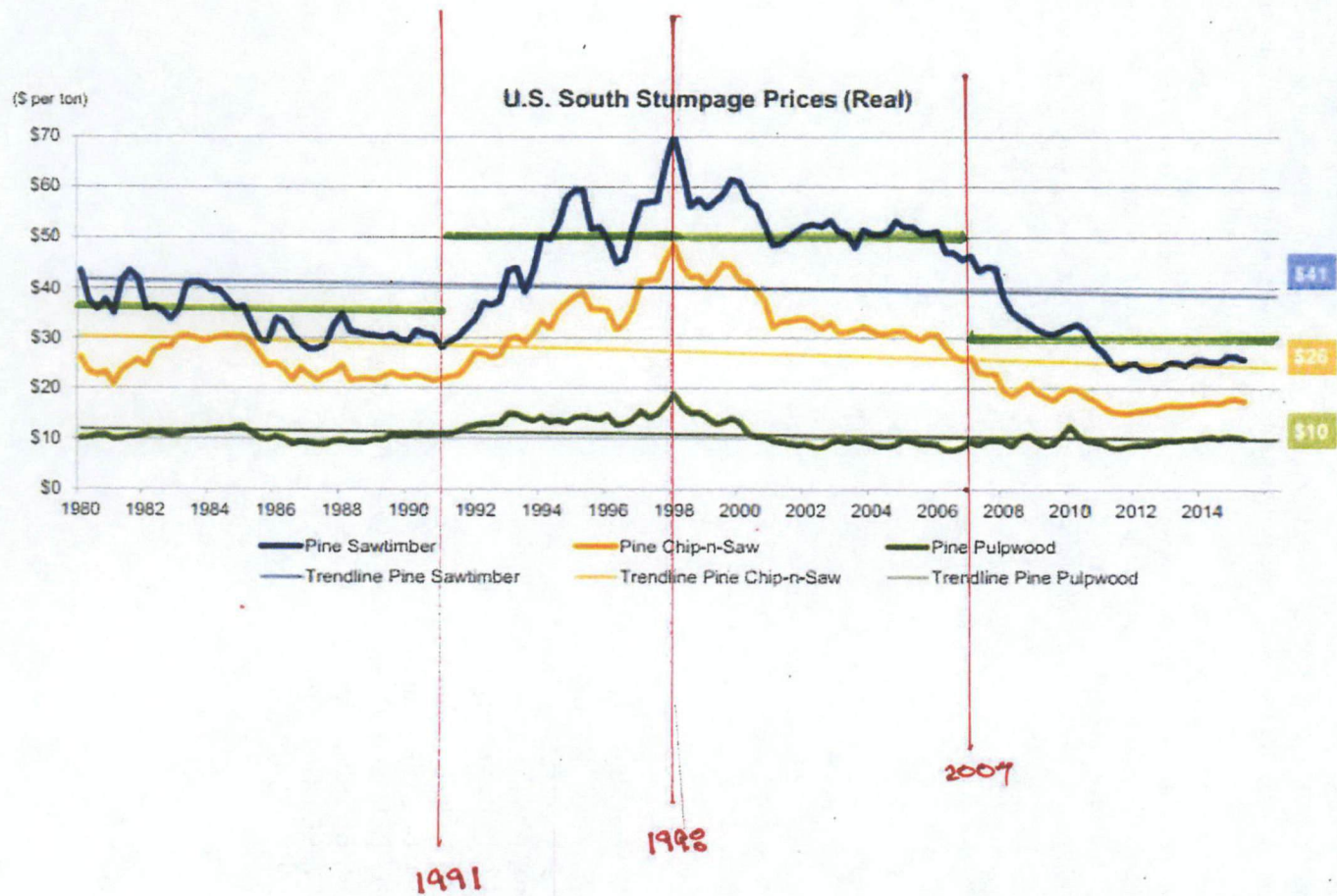
1 MS. BELGER: Bill would --  
 2 MR. BOYKIN: Okay. So check with Bill.  
 3 MR. BECKER: Yeah, I'll propose those two days in an  
 4 email to all of you and we'll pick one, and I'll  
 5 reserve this room, and we'll go from there.  
 6 MS. BELGER: Okay.  
 7 MS. WORTLEY: Okay.  
 8 MR. BECKER: It's nice Bill can now participate from  
 9 wherever he is.  
 10 MS. WORTLEY: Right (inaudible).  
 11 MS. BELGER: Well, he can do it anywhere.  
 12 MS. WORTLEY: But Jaime, are you going to talk to me  
 13 and we talk about this?  
 14 MR. BECKER: Yeah, yeah, I will probably later this  
 15 afternoon. Are you around this afternoon?  
 16 MS. WORTLEY: Yeah, I'll make sure to be.  
 17 MR. BECKER: Okay. Well, I'll find you.  
 18 MS. WORTLEY: Okay.  
 19 MR. BECKER: All right. Well, very good. I thought  
 20 that was very interesting. Steve Nichols seems  
 21 like a real straight shooter.  
 22 MS. WORTLEY: Yeah, he gave us both sides, I thought.  
 23 MR. BECKER: Yeah.  
 24 MS. WORTLEY: He gave us all the variables fair and  
 25 square.

1 MR. BECKER: All right, folks.  
 2 MS. BELGER: Okay.  
 3 MS. WORTLEY: Thank you.  
 4 MR. BOYKIN: Thank you.  
 5 MR. BECKER: Thank you.  
 6 MS. BELGER: Thank you.  
 7 MR. BECKER: All right.  
 8 MS. BELGER: Okay. Y'all have a nice day.  
 9 MR. BECKER: All right, Alice.  
 10 MR. BOYKIN: Thank you.  
 11 (END OF AUDIO)  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

CERTIFICATE

1  
 2  
 3 I, the undersigned, Katherine Crowe, CVR-M, Notary  
 4 Public in and for the State of South Carolina, do  
 5 hereby certify that the foregoing transcript was  
 6 prepared by me at my hand;  
 7 That I was not present at said proceeding; That  
 8 the within statements are an accurate transcription of  
 9 the audio file, transcribed to the best of my ability;  
 10 I further certify that I am neither counsel nor  
 11 solicitor to any of the parties in said action, nor  
 12 interested in the event of the cause.  
 13 In witness whereof, I have hereunto set my hand  
 14 and seal this date: August 2, 2018

15  
 16  
 17  
 18 \_\_\_\_\_  
 19 Katherine Crowe, CVR-M  
 20 Notary Public for South Carolina  
 21 My Commission Expires: 9/29/25  
 22  
 23  
 24  
 25



1920's – 1930's ... Depression & 2<sup>nd</sup> Weevil  
Ag lands ... fallow

1930's – 1970's ... 40+ years natural regen.

Late 70's – 80's ... Boomers & Housing  
Lumber / timber spikes (100% real)  
Rural Landowners cash-in ... replant

1980's Pacific NW ... enviro and  
forest service

1980's Farm Crisis  
Conservation Reserve Program  
\$ for Ag conversion in 1985

Late 80's – 90's ... Institutional Investors  
Insurance, Pension, TIMO's, REITs; Paper Co.'s convert

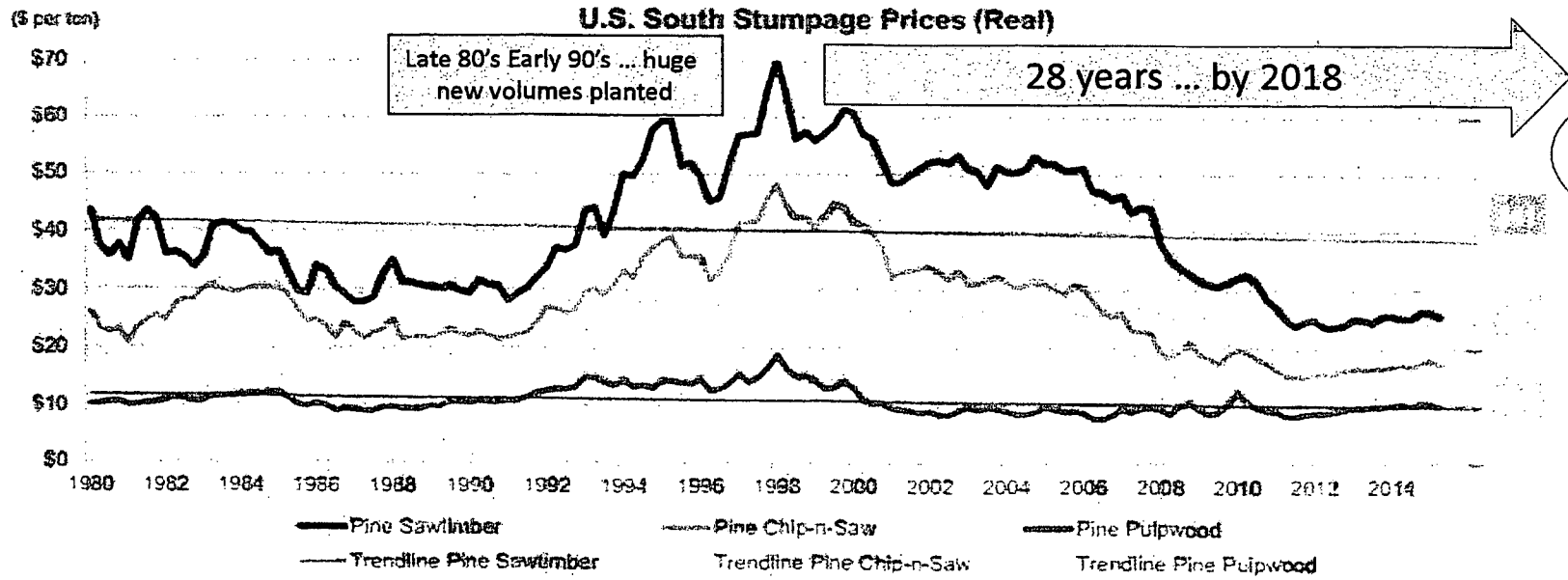
2007-2011 ... financial Crisis  
Resident. Const. Plummetts  
Mills close  
Timber \$ collapse (50%)

2013+ ... Housing Industry  
slow recovery demog. & econ.

2015+ ... Timber Glut  
Δ 15 – 25 yrs. standing ST stock  
5+ years of excess inventory

TIMBER MARKET PRICES

**U.S. South Stumpage Prices (Real)**



Petitioner's long-standing Plan for management of the Residuary Trust assets is as follows:

**Trustees' Statement of Purpose and Investment Policy**

1. *To maintain an appropriate level of income for the four income beneficiaries.*
2. *To strive to obtain growth in the Trust corpus for the benefit of the remainder persons.*
3. *To undertake sales of real estate as a prudent investor in an orderly fashion so that over time the assets in the trust are no more than 15% real estate, the majority of which should earn a return commensurate with its value.*
4. *Reduce risk by diversifying the Trust assets and earn returns commensurate with the value of the assets.*
5. *The assets will primarily be invested in the stock market insuring diversity of investments across different market segments and approximately 30% in fixed income and utility stocks and bonds.*
6. *The Trust will employ appropriate investment advisors and asset managers to actively manage the asset portfolio.*
7. *To receive good value for the professional fees for service rendered.*

Petitioner's Plan is further described in a number of documents previously submitted to the Court, including the following:

- Deposition of Rigdon Boykin dated March 19, 2018, pp. 219-240
- Exhibit 3 to Affidavit of Rigdon Boykin, dated April 20, 2018;
- Amended Petition dated May 8, 2018;

Respondents have focused on the "needs" of the income beneficiaries. Petitioner is focused on the "entitlement" of the four named beneficiaries under the Will, rather than their needs, which Petitioner believes should only be addressed if entitlement is not able to satisfy their comfort, special needs, and welfare. Consequently, Petitioner would like to amend the above Statement of Purpose and Investment Policy, to include the following words at the end of Item 1:

1. *To maintain an appropriate level of income for the four income beneficiaries which should at a minimum be equal to 3% of the previous year-end valuation.*

Petitioner's Plan would take several years to implement, even with cooperation and agreement among the Co-Trustees. As outlined in Exhibit 3 to Petitioner's April 20, 2018 Affidavit, Petitioner (with the help of Jane Peacock, the Residuary Trust's C.P.A.) developed a comparison of the Residuary Trust proceeding as in the past versus implementing the Petitioner's Plan contained in the Statement of Purpose and Investment Policy above.

The "Plan Comparison" depicted as a base year 2017 which had already ended. It began with outlining all the actual revenues and expenses for 2017 and then inserted reserve placeholders for things that would be attributable to 2018 but were not paid out, for example, trustee fees, catch-up distributions to income beneficiaries, and legal fees. The Plan Comparison then depicted, for illustrative purposes, the potential results of following the two different approaches over the next five (5) years.

The Court on June 6, 2018 requested that each party set forth its view of the net value of the Residuary Trust, along with estimated expenses and revenues. Petitioner's view of the net assets of the Residuary Trust as of today is approximately \$24,076,983. The basis for this figure is set forth as Exhibit A which is attached hereto.<sup>1</sup> The Court should note that in coming up with a starting Net Asset Value, extraordinary items such as dam repair expense, unpaid trustee fees, litigation expenses, and catch-up distributions have been treated as a reduction in Principal so as to not have them distort the year in which they are actually paid.

Attached as Exhibit B are Petitioner's estimated revenues and expenses of 2017, which distinguishes between what is an item that affects income or principal. The expenses and revenues for 2018 and years going forward will depend on which assets are sold in a particular year. For example, a sale of Leo's Wings and liquor store building and the empty lot next to it for \$400,000 will reduce property taxes and avoid the cost of a new roof

---

<sup>1</sup> Petitioner's figures are based on the best information available to him at this time and therefore may not be precise to an absolute degree of certainty. However, Petitioner believes any errors in calculation or computation are minor and do not materially impact the thrust of his Plan.

for the building. Projecting into the future is very difficult because the Residuary Trust will be selling land over a period of some years and it is unclear which parcels will be easier to sell at a reasonable price, and when. Attached is an example of what *might* happen over the next four (4) years while Petitioner was implementing his Plan. This example was prepared in a simplified format so that Petitioner, who is not a C.P.A., can more easily grasp the effect of the diversification.

**Petitioner's Valuation of Real Estate Assets in Trust Contrasted to Helms Retail Value**

	Charleston Appraisal Service, Inc.	Option	Helms
Super Tract caused by mismatch of appraisals to Helms and Option Agreements to Helms 365-00-00-011, 374-00-00-009, 374-00-00-002, 366-00-00-010	Millpond and Buffer area around pond all consisting of 478 acres	\$ 1,274,952.00	Pond and 618 Acres \$ 3,323,638.00
	140 Acres on west side of Hwy 261, behind Firehouse	\$ 678,200.00	
	Mill Race, Steakhouse, Broom Store and Grits Mill	\$ 481,632.00	
	With 2.4 Acres on North side of Hwy 261 and Church with .25 Acres		Buildings of Boykin Cross Roads and 12.5 Acres \$ 1,318,920.00
	Store, Green Roof House, Rosa Lee's Cottage	\$ 744,600.00	
	With 9.8 Acres on South side of Hwy 261		
		\$ 3,179,384.00	\$ 4,642,558.00
	One half interest in Miss May's Cottage and 3.07 Acres	\$ 102,564.00	
	Millway House plus 124 Acres (excluded the 20 acres of Tract in pond buffer area)	\$ 1,440,653.00	
	Racetrack rounded to	\$ 1,172,900.00	
Timber at 251351 190 acres x \$6,173 921500			
Remainder of Gun Club/Laney Tract 45 Acres x \$6000*	\$ 270,000.00		
Remainder of Capehart Tract 190 x \$5,500**	\$ 1,045,000.00	Brought the below amount over from the Charleston Appraisals so it can be compared to Helms.	
	\$ 4,031,117.00	\$ 4,031,117.00	3 Capehart Tract 249.16 Acres \$ 863,486.00
	\$ 7,208,534.00	\$ 8,673,675.00	\$ 4,479,306.00

\* Value from the signed Purchase Agreement for adjacent property, 12 acres at \$9,885 per acre

\*\* The price of the Purchase Agreement for the above footnote was decreased for size of tract and increased for road frontage on 521; also meshes with Charleston Appraisal Service appraisal of Race Track

Reference #	Tract Name	Appraisal Acreage	County	Tax Parcel (TMS) #	Appraisals by Other A	Trustee Evaluations	Sales	Helms
1	Super Tract					\$ 8,673,675.00 Includes Option price		\$ 4,479,306.00 This is for bringing down the valuation from the above cells to compare value of land impacted by the option agreement and the appraisals related to it.

**Petitioner's Valuation of Real Estate Assets in Trust Contrasted to Helms Retail Value**

Reference #	Tract Name	Appraisal Acreage	County	Tax Parcel (TMS) #	Appraisals by Other A	Trustee Evaluations	Sales	Helms	
2	Swamp Tract	416.37	Kershaw	354-00-00-001	Charleston Appraisal valued the 140 Acres west of 261 at \$4,844/acre. This land is more useful for recreation and has a duck pond which needs work	\$ 2,081,850.00 \$5,000/ acre	This is an extremely conservative figure. 100 acres was purchased on a tract near this for \$8,000/acre. Lawrence Taylor purchase on Ice House Hill. Also see Charleston Appraisal value for 140 acres west of Hwy 261 valued at \$4,844/acre	\$ 1,318,901.00	
3	Billy Field Tract	106.44	Kershaw	366-00-00-003		\$ 447,048.00 (4,200x106.44)		\$ 375,576.00	
4	Burnett Tract	47.56	Kershaw	366-00-00-002		\$ 214,020.00 (4,500x47.56)		\$ 174,010.00	
5	Carter Hill Tract	154.23	Kershaw	375-00-00-001		\$ 848,265.00 This is only \$5,500/acre	#####	\$ 486,109.00	
6	Dr. Irvine Boykin Tract	190.87	Kershaw & Sumter	367-00-00-013 & 840001017		\$ 798,000.00 Little more than Helms because of pond and rec value \$4,180 vs \$3,833 per acre		\$ 731,709.00	
7	Whitaker Tract #1	168.89	Kershaw	354-00-00-002		\$ 1,013,340.00 Long frontage on Hwy 261 (6,000x168.89)	Land near by, 400 yards, selling for \$6,000 to \$9,800/ acre. This trust land has more road frontage and also has a 3 bedroom house on it.	\$ 822,162.00	
8	Whitaker Tract #2	5	Kershaw	341-00-00-003		\$ 25,000.00 Next to a church. Think they would buy for \$5,000/acre		\$ 16,878.00	
9	Yellow House Tract	387.17	Kershaw	355-00-00-002 & 355-00-00-003	Appraisal for 15 acres of Yellow House Tract for \$9,000/ acre	\$ 2,032,642.50 Could sell for a higher price if split into tracts of 50-60 acres \$5,250/acre	6.77 for \$15,000 per acre to Sue Zeimkie. This tract is adjacent to Cantey Lane nearby tract of 28 acres that sold a few months ago for \$20,000 per acre to Brad Keltner. He also bought a land locked lot of 11 acres for \$15,000/acre.	\$ 1,560,022.00	Carter only gave per acre value & Lofton only on 6.77 acres
11	Fairfield County Tract	210	Fairfield	134-00-00-001-000		\$ 553,446.00 Same as Helms		\$ 553,446.00	

Petitioner's Valuation of Real Estate Assets in Trust Contrasted to Helms Retail Value

Reference #	Tract Name	Appraisal Acreage	County	Tax Parcel (TWS) #	Appraisals by Other	Trustee Evaluations	Sales	Helms	
12	Heath Springs / Lancaster County Tract	45.4	Lancaster	0143-00-050.00		\$ 170,984.83 Same as Helms		\$ 170,984.83	
13	St. James Road Tract	120.5	Lee	040-00-00-134-000		\$ 356,980.07 Same as Helms		\$ 356,980.07	
14	Turkey Creek Tract	124	Lee	002-00-00-009-000		\$ 232,268.76 Same as Helms		\$ 232,268.76	
15	Yates Tract	131	Lee	026-00-00-025-000	Carter appraised 129 acres of tract at \$240,000.	\$ 280,000.00 Not Great land across street from not great houses etc. Lower than Helms has.		\$ 350,432.79	Carter appraised 129 acres only
16	Charlie Grant Tract	39.8	Sumter	148-00-02-005		\$ 114,862.00		\$ 119,014.13	
17	Cimmaron Rd Tract	50	Sumter	139-00-01-043	\$ 106,000.00	\$ 125,000.00 Are in process of selling tract for \$125,000 to James Dennis.		\$ 105,701.31	
18	Grant Hill Tract	188	Sumter	148-00-03-001		\$ 520,000.00 Road frontage on Borden Rd. \$2,765/acre. Church wants 10 acres. Believe we can sell the 10 acres for \$20,000 after it's clear cut.		\$ 494,590.54 2,630.8/acre	
19	Hattie Alston Lane Tract	42	Sumter	139-00-01-050		\$ 105,000.00 Believe we can sell for this price to the neighbor		\$ 74,494.89	
20	Hines Road Tract	149.8	Sumter	139-00-01-004		\$ 400,000.00 Believe we can sell to neighbor for more than \$400,000		\$ 340,559.67	

**Petitioner's Valuation of Real Estate Assets in Trust Contrasted to Helms Retail Value**

Reference #	Tract Name	Appraisal Acreage	County	Tax Parcel (TMS) #	Appraisals by Other Appraisers	Trustee Evaluations	Sales	Helms	
21	Live Oak Road Tract	97	Sumter	148-00-03-001		\$ 267,281.00 Same as Helms		\$ 267,281.73	
22	Log Cabin A Tract	31.27	Sumter	147-00-02-038		\$ 92,667.75 Same as Helms		\$ 92,667.75	
23	Log Cabin B Tract	10	Sumter	147-00-02-036		\$ 33,000.00 A little less than Helms		\$ 34,128.63	
24	New Hope Church Tract	68.12	Sumter	140-00-02-003 & 140-00-02-022	\$ 124,000.00	\$ 170,300.00 James Dennis is in the process of purchasing for this amount.		\$ 141,381.90	Appraisal by other Appraisers only represents a portion of the acreage
25	Peach Orchard Tract	90	Sumter / Lee	194-00-01-001, 055-00-00-026-000, & 055-00-00-		\$ 217,095.00 Same as Helms		\$ 217,095.75	
26	Rabbit Pen	499	Lee	047-00-00-069		\$ 698,600.00 A lot less than Helms because his number includes timber that has already been sold.		\$ 1,310,137.99	
27	Rembert Tract	40	Sumter	087-00-02-015	\$ 111,000.00	\$ 100,000.00		\$ 98,329.59	
28	Southern Sumter Mt Tract	49	Sumter	148-00-03-001	\$ 283,000.00	\$ 138,955.00 Tommy Laney in process of buying for \$2,835/acre		\$ 99,980.71	Appraisal by other Appraisers only represents a portion of the acreage
29	Sumter Mtn. Tract	1092.07	Sumter	Part of 148-00-03-001, 140-00-02-033, 139-00-02-002, & 147-00-01-016	\$ 2,882,000.00	\$ 3,276,000.00 This tract contains one of the highest points in county; great terrain and rec value. \$3,000/acre		\$ 2,534,350.20	Charleston appraised 1035 acres only

Petitioner's Valuation of Real Estate Assets in Trust Contrasted to Helms Retail Value

Reference #	Tract Name	Appraisal Acreage	County	Tax Parcel (TMS) #	Appraisals by Other A	Trustee Evaluations	Sales	Helms
30	The 42-acre Black River Road Tract	42.87	Sumter	148-00-02-009		\$ 123,723.00 Same as Helms		\$ 123,290.56
31	N Side of New Hope Church Rd.	0.34	Sumter	140-00-01-019		\$ 850.00		\$ 1,400.00
32	2 Access Strips N Side of Spring Hill Rd	1.24	Kershaw	0.42 Acres: 084-00-01-021 & 0.82 Acres Not	Carter appraised at \$1,700	\$ 1,700.00 Same as Helms		\$ 1,700.00
33	Off Ward Rd in Lugoff	6.8	Kershaw	310-00-00-026		\$ 18,500.00 Same as Helms		\$ 18,500.00
34	Lower Cool Springs Lake (of Peck Woods); Off of Spur & Woodgate Rd	9.8	Kershaw	242-00-00-109	\$153,000 - Lofton appraised at \$15,612/acre	\$ 153,000.00		\$ 127,000.00
34	Peckwoods Subdivision	6.6	Kershaw	11 Tax parcels		\$ 290,000.00 Same as Helms		\$ 291,364.00 320500-29136= 291364 (Lot Sold)
36	Peckwoods Subdivision	39.88	Kershaw	242-00-00-106	Lofton appraised at \$642,000	\$ 642,000.00		\$ 398,000.00
37	1006A Mill St Camden	0.65	Kershaw	C285-09-00-077	Carter appraised at \$13,000	\$ 13,000.00		\$ 10,000.00
38	1 Commerce Alley in Camden	0.54	Kershaw	C284-12-00-125	Carter appraised at \$225000	\$ 210,000.00 Have been told that land downtown has gone down in value		\$ 249,000.00
39	92 Lachicotte Road Warehouse in Lugoff	0.79	Kershaw	297-00-00-004	Carter appraised at \$82,000	\$ 90,000.00		\$ 300,000.00
40	Alice's 7 Acre Tract	7	Lee	055-00-00-030-000		\$ 15,620.82 Same as Helms		\$ 15,621.00

**Petitioner's Valuation of Real Estate Assets in Trust Contrasted to Helms Retail Value**

Reference #	Tract Name	Appraisal Acreage	County	Tax Parcel (TMS) #	Appraisals by Other A	Trustee Evaluations	Sales	Helms
41	N Side of Shady Grove Rd Cassatt	0.8	Lee	002-00-00-050	Carter appraisal at \$4,000	\$ 4,000.00		
43	698-714 Hwy 1 S Lugoff- Pawn Shop, Hawthorne and Empty Lot	3.97	Kershaw	297-05-00-034	Carter Appraised at \$390,000 before Hawthorne built for \$352,000	\$ 920,000.00 Based on \$400,000 offer \$400,000 for Hawthorne and \$120,000 for Pawn Shop	Have offer of \$400,000 for Leo's, Liquor Store and empty lot.	
						\$ 26,468,674.73		\$ 19,094,375.80

**L.W. BOYKIN MARITAL AND RESIDUARY TRUSTS**  
**BENEFICIARY ASSETS ACCOUNTING INCOME WORKSHEET AND RELATED STATEMENTS**

GROSS ESTATE	
LAND VALUE	\$26,468,674
CASH ON HAND	2,860,988
FIRST PALMETTO STOCK	115,000
TOTAL	<u>\$29,444,662</u>
LESS ESTATE TAX (PRE-AUDIT)	<u>\$ (2,777,679)</u>
ACCOUNTS PAYABLE	<u>(350,000)</u>
MISCELLANEOUS	<u>(50,000)</u>
GROSS UP DISTRIBUTIONS PER BENEFICIARY	<u>(640,000)</u>
(Based on the assumption that distribution should have been \$180,000 per year, per beneficiary, rather than the \$100,000 per year they actually received since Alice Boykin's death on August 8, 2016)	
UNPAID TRUSTEE FEES (1.2% of 25M for 2 years)	<u>(600,000)</u>
(The fees to an Institutional Trustee would be much higher because they charge significantly more when a trust has real estate. Once real estate holdings are reduced the fee should drop to \$150,000 per year or lower)	
DAM REPAIR	<u>(150,000)</u>
LITIGATION EXPENSE	<u>(800,000)</u>
ADJUSTED BEGINNING NET ASSET VALUE	<u>\$24,076,983</u>

\*In this table, we excluded from the net asset value an estimate of extraordinary items that would distort individual years.

**L.W. BOYKIN MARITAL AND RESIDUARY TRUSTS**  
**SUMMARY OF INCOME\EXPENSE (Does not include beneficiary distributions or trustee fees)**  
**2017 ACTUAL ACTIVITY**

	<u>TOTAL</u> <u>2017</u>
<b><u>INCOME</u></b>	
RENTS	\$286,016
TIMBER SALES	56,520
LAND SALES	78,900
ADJUST COST BASIS TO FAIR MARKET VALUE	(19,419)
INTEREST\DIVIDENDS	<u>7,775</u>
TOTAL INCOME	<u>\$409,792</u>
<b><u>DISBURSEMENTS</u></b>	
RENTAL EXPENSE (Includes property tax and insurance on rental property)	\$90,064
PROPERTY TAXES (Not included in rental expense)	9,777
INSURANCE	6,755
CAPITAL REPAIRS	3,172
ACCOUNTING \TAX FEES	37,147
TRUST LEGAL FEES	19,021
INCOME TAXES	41,621
MISCELLANEOUS	<u>847</u>
TOTAL EXPENSE	<u>\$208,404</u>
NET ACCOUNTING INCOME	<u><u>\$201,388</u></u>

**L.W. BOYKIN MARITAL AND RESIDUARY TRUSTS  
SUMMARY INCOME/EXPENSE  
2018 LAND SALE OPTION**

	<u>TRUST A</u>	<u>TRUST B</u>	<u>TOTAL 2018</u>
<b><u>INCOME</u></b>			
RENTS	\$60,347	\$129,226	\$189,573
TIMBER SALES	162,000	129,080	291,080
LAND SALES	2,876,000	-	2,876,000
ADJUST COST BASIS TO FAIR MARKET VALUE	(3,015,774)	-	(3,015,774)
INTEREST\DIVIDENDS	4,475	3,300	7,775
TOTAL INCOME	<u>\$87,048</u>	<u>\$261,606</u>	<u>\$348,654</u>
<b><u>DISBURSEMENTS</u></b>			
RENTAL EXPENSE (Includes property tax and insurance on rental property)	\$ -	\$ 45,835	\$ 45,835
PROPERTY TAXES (Not included in rental expense)	1,621	8,156	9,777
OPERATING REPAIRS	-	10,000	10,000
INSURANCE	3,843	2,912	6,755
ACCOUNTING \TAX FEES	12,167	24,980	37,147
TRUST LEGAL FEES	-	70,000	70,000
INCOME TAXES	45,528	36,422	81,950
MISCELLANEOUS	36	811	847
US TREASURY INTEREST (Assumes total debt paid in 2018)	83,750	-	83,750
TRUSTEE FEES	-	300,000	300,000
TOTAL EXPENSE	<u>\$ 146,945</u>	<u>\$ 499,116</u>	<u>\$646,061</u>
NET ACCOUNTING INCOME	<u>(\$59,897)</u>	<u>(\$237,510)</u>	<u>(\$297,407)</u>
BENEFICIARY DISTRIBUTIONS	\$ -	\$ (720,000)	\$ (720,000)
* 6% TOTAL RETURN ON ST MKT@3 MONTHS	54,445	66,545	120,990
OTHER INCREASE(DECREASE) IN TRUST'S PRINCIPAL	<u>\$54,445</u>	<u>(\$653,455)</u>	<u>(\$599,010)</u>
NET INCREASE(DECREASE) IN TRUST'S PRINCIPAL	<u>(\$5,452)</u>	<u>(\$890,965)</u>	<u>(\$896,417)</u>
<b><u>BEGINNING TRUST PRINCIPAL</u></b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 24,076,983</u>
<b><u>ENDING TRUST PRINCIPAL</u></b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 23,180,566</u>

\*Includes Appreciation of Stock Portfolio and current Interest and Dividends Income. (Did not include the interest and dividend income resulting from the portfolio in the income portion of this table.)

**L.W. BOYKIN MARITAL AND RESIDUARY TRUSTS  
SUMMARY OF INCOME\EXPENSE  
2019 LAND SALE OPTION**

	<u>TRUST A</u>	<u>TRUST B</u>	<u>TOTAL 2019</u>
<b><u>INCOME</u></b>			
RENTS	\$32,154	\$63,394	\$95,548
TIMBER SALES	17,800	14,496	32,296
LAND SALES	(10,680)	-	(10,680)
INTEREST\DIVIDENDS	-	3,300	3,300
TOTAL INCOME	<u>\$39,274</u>	<u>\$81,190</u>	<u>\$120,464</u>
<b><u>DISBURSEMENTS</u></b>			
PROPERTY TAXES (Not included in rental expense)	\$1,621	\$8,156	\$9,777
OPERATING REPAIRS	9,716	23,130	32,846
INSURANCE	3,843	2,912	6,755
ACCOUNTING \TAX FEES	12,167	24,980	37,147
TRUST LEGAL FEES	-	30,000	30,000
INCOME TAXES	4,984	3,987	8,971
MISCELLANEOUS	25,036	25,000	50,036
TRUSTEE FEES	-	300,000	300,000
TOTAL EXPENSE	<u>\$57,367</u>	<u>\$418,165</u>	<u>\$475,532</u>
NET ACCOUNTING INCOME	<u>(\$18,093)</u>	<u>(\$336,975)</u>	<u>(\$355,068)</u>
BENEFICIARY DISTRIBUTIONS	\$ -	\$ (720,000)	\$ (720,000)
* 6% TOTAL MARKET RETURN	<u>393,282</u>	<u>480,678</u>	<u>873,960</u>
OTHER INCREASE(DECREASE) IN TRUST'S PRINCIPAL	<u>\$ 393,282</u>	<u>\$ (239,322)</u>	<u>\$ 153,960</u>
NET INCREASE(DECREASE) IN TRUST'S PRINCIPAL	<u>\$ 375,189</u>	<u>\$ (576,297)</u>	<u>\$ (201,108)</u>
<b><u>BEGINNING TRUST PRINCIPAL</u></b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$23,180,566</u>
<b><u>ENDING TRUST PRINCIPAL</u></b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$22,979,458</u>

\*Includes Appreciation of Stock Portfolio and current Interest and Dividends Income. (Did not include the interest and dividend income resulting from the portfolio in the income portion of this table.)

L.W. BOYKIN MARITAL AND RESIDUARY TRUSTS  
SUMMARY OF INCOME\EXPENSE  
2020 LAND SALE OPTION

	<u>TRUST A</u>	<u>TRUST B</u>	<u>TOTAL 2020</u>
<b><u>INCOME</u></b>			
RENTS	\$22,077	\$48,422	\$70,499
TIMBER SALES	5,400	4,320	9,720
LAND SALES	700,000	-	700,000
ADJUST COST BASIS TO FAIR MARKET VALUE	(703,240)	-	(703,240)
INTEREST\DIVIDENDS	-	3,300	3,300
TOTAL INCOME	<u>\$24,237</u>	<u>\$56,042</u>	<u>\$80,279</u>
<b><u>DISBURSEMENTS</u></b>			
RENTAL EXPENSE (Includes property tax and insurance on rental property)	\$6,858	\$17,597	\$24,455
PROPERTY TAXES (Not included in rental expense)	1,621	8,156	9,777
INSURANCE	3,843	2,912	6,755
REFORESTATION	6,600	26,400	33,000
ACCOUNTING \TAX FEES	12,167	24,980	37,147
TRUST LEGAL FEES	-	25,000	25,000
INCOME TAXES	1,512	1,210	2,722
MISCELLANEOUS	25,036	25,000	50,036
TRUSTEE FEES	-	300,000	300,000
TOTAL EXPENSE	<u>\$57,637</u>	<u>\$431,255</u>	<u>\$488,892</u>
NET ACCOUNTING INCOME	<u>(\$33,400)</u>	<u>(\$375,213)</u>	<u>(\$408,613)</u>
BENEFICIARY DISTRIBUTIONS	\$ -	(\$720,000)	(\$720,000)
* 6% TOTAL MARKET RETURN	503,982	615,978	1,119,960
OTHER INCREASE(DECREASE) IN TRUST'S PRINCIPAL	<u>\$503,982</u>	<u>-\$104,022</u>	<u>\$399,960</u>
NET INCREASE(DECREASE) IN TRUST'S PRINCIPAL	<u>\$470,582</u>	<u>(\$479,235)</u>	<u>(\$8,653)</u>
<b><u>BEGINNING TRUST PRINCIPAL</u></b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 22,979,458</u>
<b><u>ENDING TRUST PRINCIPAL</u></b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 22,970,805</u>

\*Includes Appreciation of Stock Portfolio and current Interest and Dividends Income. (Did not include the interest and dividend income resulting from the portfolio in the income portion of this table.)

**L.W. BOYKIN MARITAL AND RESIDUARY TRUSTS  
SUMMARY OF INCOME\EXPENSE  
2021 LAND SALE OPTION**

	<u>TRUST A</u>	<u>TRUST B</u>	<u>TOTAL 2021</u>
<b><u>INCOME</u></b>			
RENTS	\$22,077	\$48,422	\$70,499
TIMBER SALES	36,800	29,440	66,240
ADJUST COST BASIS TO FAIR MARKET VALUE	(22,080)	-	(18,780)
INTEREST\DIVIDENDS	-	3,300	3,300
TOTAL INCOME	<u>\$36,797</u>	<u>\$81,162</u>	<u>\$117,959</u>
<b><u>DISBURSEMENTS</u></b>			
RENTAL EXPENSE (Includes property tax and insurance on rental property)	\$6,858	\$17,594	\$24,452
PROPERTY TAXES (Not included in rental expense)	1,621	8,153	9,774
INSURANCE	3,843	2,912	6,755
REFORESTATION	7,600	30,400	38,000
ACCOUNTING \TAX FEES	12,167	24,980	37,147
TRUST LEGAL FEES		25,000	25,000
INCOME TAXES	10,304	8,243	18,547
MISCELLANEOUS	25,036	25,000	50,036
TRUSTEE FEES	-	150,000	150,000
TOTAL EXPENSE	<u>\$67,429</u>	<u>\$292,282</u>	<u>\$359,711</u>
NET ACCOUNTING INCOME	<u>(\$30,632)</u>	<u>(\$211,120)</u>	<u>(\$241,752)</u>
BENEFICIARY DISTRIBUTIONS	\$ -	\$ (720,000)	\$ (720,000)
* 6% TOTAL MARKET RETURN	571,482	698,478	1,269,960
OTHER INCREASE(DECREASE) IN TRUST'S PRINCIPAL	<u>\$571,482</u>	<u>-\$21,522</u>	<u>\$549,960</u>
NET INCREASE(DECREASE) IN TRUST'S PRINCIPAL	<u>\$540,850</u>	<u>(\$232,642)</u>	<u>\$308,208</u>
<b><u>BEGINNING TRUST PRINCIPAL</u></b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 22,970,805</u>
<b><u>ENDING TRUST PRINCIPAL</u></b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 23,279,013</u>

\*Includes Appreciation of Stock Portfolio and current Interest and Dividends Income. (Did not include the interest and dividend income resulting from the portfolio in the income portion of this table.)

**L.W. BOYKIN MARITAL AND RESIDUARY TRUSTS  
2017-2021 SUMMARY OF PRINCIPAL**

	<u>2017 ACTUAL</u>	<u>2018 PROJECTED</u>	<u>2019 PROJECTED</u>	<u>2020 PROJECTED</u>	<u>2021 PROJECTED</u>
<b><u>INCOME</u></b>					
RENTS	\$286,016	\$189,573	\$95,548	\$70,499	\$70,499
TIMBER SALES	56,520	291,080	32,296	9,720	66,240
LAND SALES	78,900	2,876,000	(10,680)	700,000	(22,080)
ADJUST COST BASIS TO FAIR MARKET VALUE	(19,419)	(3,015,774)	-	(703,240)	-
INTEREST\DIVIDENDS	<u>7,775</u>	<u>7,775</u>	<u>3,300</u>	<u>3,300</u>	<u>3,300</u>
TOTAL INCOME	<u>\$409,792</u>	<u>\$348,654</u>	<u>\$120,464</u>	<u>\$80,279</u>	<u>\$117,959</u>
<b><u>DISBURSEMENTS</u></b>					
RENTAL EXPENSE	\$90,064	\$45,835	\$32,846	\$24,455	\$24,452
PROPERTY TAXES (Not included in rental expense)	9,777	9,777	9,777	9,777	9,774
OPERATING REPAIRS	-	10,000	-	-	-
INSURANCE	6,755	6,755	6,755	6,755	6,755
REFORESTATION	-	-	-	33,000	38,000
CAPITAL REPAIRS	3,172	-	-	-	-
ACCOUNTING \TAX FEES	37,147	37,147	37,147	37,147	37,147
TRUST LEGAL FEES	19,021	70,000	30,000	25,000	25,000
INCOME TAXES	41,621	81,950	8,971	2,722	18,547
US TREASURY(INTEREST) (Assumes total debt paid in 2018)	-	83,750	-	-	-
MISCELLANEOUS	847	847	50,036	50,036	50,036
TRUSTEE FEES (Not paid in 2017)	-	300,000	300,000	300,000	150,000
TOTAL EXPENSE	<u>\$208,404</u>	<u>\$646,061</u>	<u>\$475,532</u>	<u>\$488,892</u>	<u>\$359,711</u>
NET ACCOUNTING INCOME	<u>\$201,388</u>	<u>(\$297,407)</u>	<u>(\$355,068)</u>	<u>(\$408,613)</u>	<u>(\$241,752)</u>
BENEFICIARY DISTRIBUTIONS	\$ -	(\$720,000)	(\$720,000)	(\$720,000)	(\$720,000)
6% MARKET RETURN	-	120,990	873,960	1,119,960	1,269,960
OTHER INCREASE(DECREASE) IN TRUST'S PRINCIPAL	\$ -	(\$599,010)	\$153,960	\$399,960	\$549,960
NET INCREASE(DECREASE) IN TRUST'S PRINCIPAL	<u>\$201,388</u>	<u>(\$896,417)</u>	<u>(\$201,108)</u>	<u>(\$8,653)</u>	<u>\$308,208</u>
<b><u>BEGINNING TRUST PRINCIPAL</u></b>	<u>\$ -</u>	<u>\$ 24,076,983</u>	<u>\$ 23,180,566</u>	<u>\$ 22,979,458</u>	<u>\$ 22,970,805</u>
<b><u>ENDING TRUST PRINCIPAL</u></b>	<u>\$ -</u>	<u>\$ 23,180,566</u>	<u>\$ 22,979,458</u>	<u>\$ 22,970,805</u>	<u>\$ 23,279,013</u>

\*Includes Appreciation of Stock Portfolio and current Interest and Dividends Income. (Did not include the interest and dividend income resulting from the portfolio in the income portion of this table.)

**L.W. BOYKIN MARITAL AND RESIDUARY TRUSTS**  
**LAND SALES SUMMARY OF ACTIVITY**

---

	<b>Total Sales</b>	<b>Reflected in Income Calculations</b>	<b>Not Reflected in Income Calculations</b>
	<u>                    </u>	<u>                    </u>	<u>                    </u>
2018	\$ 8,066,000	\$ 3,276,000	\$ 4,790,000
2019	6,500,000	2,700,000	3,800,000
2020	4,100,000	700,000	3,400,000
2021	2,500,000	-	2,500,000
<b>TOTAL</b>	<u><u>\$ 21,166,000</u></u>	<u><u>\$ 6,676,000</u></u>	<u><u>\$ 14,490,000</u></u> *

\* These transactions did not increase or decrease principal. They only converted one type of Asset (Land) to another (Cash) to provide diversity to Trust Assets.

A	B	C
	<b>William Harrison - References and Sources</b>	
1		
2	Charleston Appraisal Service; 154 acres - Millway Plantation; 190 acres Race Track Tract; Feb 10, 2017	
3	Condor Appraisal Company; 5.24 acres - 1472 Boykin Road; Feb 27, 2018	
4	Charleston Appraisal Service; 9.8 acres @ 73 Boykin Mill Road; Feb 28, 2017	
5	Charleston Appraisal Service; 140.55 acres @ 73 Boykin Mill Road; Nov 5, 2017	
6	Charleston Appraisal Service; 1035 acres - Sumter Mountain; Feb 3, 2017	
7	Charleston Appraisal Service; 2.40 acres @ 73 Boykin Mill Road; Mar 3, 2017	
8	Charleston Appraisal Service; 481.30 acres @ 1691 Sumter Hwy.; Rembert, SC ; Nov 5, 2017	
9	Charleston Appraisal Service; 303 acres - Mill Pond @ 73 Boykin Mill Road; Feb 16, 2017	
10	Charleston Appraisal Service; 355 acres - Millway Plantation / Race track Property @ 178 Boykin Mill Road	
11	Charleston Appraisal Service; 154 acres - Millway Plantation; Feb 14, 2017	
12		
13	Total Return for Asset Classes; NACREIF; June 10, 2018; Chart # 260	
14	Return & Volatility Among Asset Classes (1993 - 2017); Morningstar / Ibbotson, Cambridge Associates, NACREIF	
15	Yale Asset Class Results Beat Most Benchmarks (June 30, 2007 to June 30, 2017); Chart 3: Top 5 Endowments Asset Class Allocations Over Time	
16	Fundamentals of Investment; Jordan Miller, Dolvin; 6th Ed.	
17	Fiduciary Best Practices for an Individual Investor; Freeman and Raftery	
18	Real Estate Finance and Investment; Brueggeman / Fisher; 15th Ed.	
19	Global Property Investment; Baum and Hartzell; 1st Ed.	
20	Appraisal of Real Estate - Highest and Best Use Analysis; 3rd Canadian Edition	
21		
22	Regional Timberland Performance Mixed; NACREIF: Q4 2017	
23	Thousand of Southerners Planted Pine Trees for Retirement. It Didn't Work; Wall Street Journal; Oct 9, 2018	
24	F&W Forestry Reports (2016 - Summer 2018); Timber Stumpage Price Averages Across F&W's Southern Region	
25	Forisk Consulting; Local Forest Supplies Tell Different Timber Market Stories; December 19, 2017	
26	Forisk Consulting; Southern Pine Sawtimber Supply Forecasts and Pricing Impacts; September 2, 2017	
27		
28	Boykin Area Comparable Sales; Petitioner's Exh. 170	
29	Investment Plan and Strategy (Wortley / Belger Exh. 2 Revised July 5, 2018))	
30	Trustee Meeting With Steve Nichols; April 3, 2018; Transcript	
31	Conservation Options; Steve Nichols Chart; Trial Exhibit 11	
32	Petitioner's Trustee's Statement of Purpose and Investment Policy; Exh. 172-001	
33	Supplemental Affidavit of John Helms; October 8, 2018	
34	Expert Report of Cheryl Holland; Abacus Planning Group; June 5, 2018; Trial Exh. 3	
35	Last Will and Testament; Lemeul Whitaker Boykin II; June 2, 1989	
36	Petitioner's Valuation of Assets in Trust Compared to Helms' Wholesale Value Used in His Trust Plan; Oct 24; 2018	
37	Aerial Map; Conceptual Plan; Oct 23, 2016	
38	Chart; Special (2032A) Value of Timber Acres Owned Within Selected Tracts	
39		
40	<b>William Harrison - Delivered Analysis / Reports</b>	
41		
42	HARRISON ANALYSIS ... BOYKIN REAL ESTATE VALUATIONS & DIVERSIFICATION PLAN	
43	BOYKIN - 2032(a) ELECTIONS - HARRISON ANALYSIS - OPTIONS	
44		

Effect of Correcting Formula to Include Row 107 in the Sums Contained on Row 108

ROW #	FOOTNOTE(S)	Boykin Trust Properties 15-Year Cash Flow Projections (7-05-2018)															TOTAL		
3		YEAR																	
4		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
108	F	NET INCOME from Real Estate & Timber & Operations	\$ 785,198.00	\$ 1,510,493.53	\$ 1,496,773.47	\$ 1,504,541.75	\$ 1,255,260.72	\$ 1,247,540.97	\$ 1,126,602.99	\$ 1,117,632.35	\$ 1,102,856.52	\$ 1,079,569.25	\$ 1,041,538.79	\$ 827,136.05	\$ 839,033.57	\$ 232,542.03	\$ 231,323.01	\$ 220,104.97	\$ 15,548,839.97

ROW #	FOOTNOTE(S)	Boykin Trust Properties 15-Year Cash Flow Projections (7-05-2018)															TOTAL		
3		YEAR																	
4		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
139	Y	NET VALUE OF ALL ASSETS	\$ 15,238,669.07	\$ 15,538,801.41	\$ 15,446,692.44	\$ 15,361,993.37	\$ 15,292,108.18	\$ 15,272,705.21	\$ 15,374,648.26	\$ 15,556,397.44	\$ 15,717,172.28	\$ 15,859,076.77	\$ 15,986,373.60	\$ 16,107,859.63	\$ 16,201,116.83	\$ 15,813,566.98	\$ 15,994,227.37	\$ 16,261,891.61	\$ 1,833,223.54

ROW #	FOOTNOTE(S)	Boykin Trust Properties 15-Year Cash Flow Projections (7-05-2018)															TOTAL			
3		YEAR																		
4		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15			
140																		Compound Annual Increase and 15-Year % Increase	0.43%	75



**Effect of Correcting Formula to Include Row 107 in the Sums Contained on Row 108  
and Effect of Deleting the Conservation Revenue of \$320,000 from Year 6 to 15**

ROW #	FOOTNOTE(S)		YEAR															
2	A	Boykin Trust Properties 15-Year Cash Flow Projections (7-05-2018)																
3																		
4		DESCRIPTION OF LINE ITEMS (Below)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
100	J	Income from Conservation Values (example used is Sale of Mitigation Credits)	\$	\$	\$	\$	\$	\$										

ROW #	FOOTNOTE(S)		YEAR															TOTAL	
2	A	Boykin Trust Properties 15-Year Cash Flow Projections (7-05-2018)																	
3																			
4		DESCRIPTION OF LINE ITEMS (Below)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL
108	P	NET INCOME From Real Estate & Timber Operations	\$ 705,190.00	\$ 1,510,493.53	\$ 1,496,773.47	\$ 1,304,511.75	\$ 1,235,360.72	\$ 1,247,540.97	\$ 806,602.99	\$ 797,032.35	\$ 782,856.52	\$ 759,369.25	\$ 721,538.79	\$ 307,136.05	\$ 519,033.57	\$ (87,457.97)	\$ (88,676.99)	\$ (89,895.03)	\$ 12,348,039.97

ROW #	FOOTNOTE(S)		YEAR															TOTAL	
2	A	Boykin Trust Properties 15-Year Cash Flow Projections (7-05-2018)																	
3																			
4		DESCRIPTION OF LINE ITEMS (Below)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL
139	Y	NET VALUE OF ALL ASSETS	\$ 15,238,669.07	\$ 15,538,801.41	\$ 15,446,452.44	\$ 15,361,993.37	\$ 15,292,108.18	\$ 15,272,703.21	\$ 15,166,648.26	\$ 15,144,054.14	\$ 15,102,599.54	\$ 15,042,754.27	\$ 14,967,947.61	\$ 14,889,007.92	\$ 14,785,267.10	\$ 14,205,278.78	\$ 14,138,941.89	\$ 14,284,896.19	\$ (953,772.88)

ROW #	FOOTNOTE(S)		YEAR															TOTAL	
2	A	Boykin Trust Properties 15-Year Cash Flow Projections (7-05-2018)																	
3																			
4		DESCRIPTION OF LINE ITEMS (Below)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL
140			Compound Annual Increase and 15-Year % Increase															-4.43%	-6%



**Effect of Correcting Formula to Include Row 107 in the Sums Contained on Row 108  
and Effect of Deleting the Conservation Revenue of \$320,000 from Year 6 to 15  
and Effect of Changing the Income Beneficiary Distribution from 2.63% to 3%**

ROW #	FOOTNOTE(S)		YEAR															
2	A	Boykin Trust Properties 15-Year Cash Flow Projections (7-05-2018)																
3																		
4		DESCRIPTION OF LINE ITEMS (Below)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
100	J	Income from Conservation Values (example used in Table of Mitigation Credits)		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$

ROW #	FOOTNOTE(S)		YEAR													TOTAL			
2	A	Boykin Trust Properties 15-Year Cash Flow Projections (7-05-2018)																	
3																			
4		DESCRIPTION OF LINE ITEMS (Below)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL
108	P	NET INCOME from Real Estate & Timber & Operations	\$ 705,190.00	\$ 1,510,493.53	\$ 1,496,773.47	\$ 1,504,541.75	\$ 1,235,360.72	\$ 1,247,540.97	\$ 806,602.99	\$ 797,632.35	\$ 782,856.52	\$ 799,169.25	\$ 721,528.79	\$ 597,136.05	\$ 519,033.57	\$ (87,457.97)	\$ (88,676.99)	\$ (89,891.03)	\$ 12,248,809.97

ROW #	FOOTNOTE(S)		YEAR													TOTAL			
2	A	Boykin Trust Properties 15-Year Cash Flow Projections (7-05-2018)																	
3																			
4		DESCRIPTION OF LINE ITEMS (Below)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL
120	U	3.00% of Net Asset Value Payments to Beneficiaries	\$	(\$ 1,160.07)	(\$ 464,449.69)	(\$ 459,946.76)	(\$ 435,698.51)	(\$ 451,898.48)	(\$ 449,627.33)	(\$ 444,756.64)	(\$ 442,402.19)	(\$ 439,477.46)	(\$ 435,997.76)	(\$ 432,660.92)	(\$ 428,021.19)	(\$ 423,253.83)	(\$ 404,306.16)	(\$ 400,882.56)	(\$ 4,689,539.87)

ROW #	FOOTNOTE(S)		YEAR													TOTAL			
2	A	Boykin Trust Properties 15-Year Cash Flow Projections (7-05-2018)																	
3																			
4		DESCRIPTION OF LINE ITEMS (Below)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL
139	Y	NET VALUE OF ALL ASSETS	\$ 15,238,669.07	\$ 15,481,656.40	\$ 15,331,558.73	\$ 15,189,959.91	\$ 15,063,382.57	\$ 14,947,577.56	\$ 14,825,221.32	\$ 14,746,739.79	\$ 14,649,248.70	\$ 14,533,258.50	\$ 14,402,830.61	\$ 14,267,373.10	\$ 14,108,441.06	\$ 13,976,872.02	\$ 13,842,761.89	\$ 13,742,721.65	\$ 1,778,947.42

ROW #	FOOTNOTE(S)		YEAR													TOTAL				
2	A	Boykin Trust Properties 15-Year Cash Flow Projections (7-05-2018)																		
3																				
4		DESCRIPTION OF LINE ITEMS (Below)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL	
140																		Compound Annual Increase and 15-Year % Increase	-0.82%	-12%

Petitioner's Declaration  
 Exhibit  
**17**

**RECEIVED**

JUN 04 2021

**SC Court of Appeals**

**THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS**

APPEAL FROM KERSHAW COUNTY  
Court of Common Pleas

The Honorable Jean Hoefler Toal, Acting Circuit Court Judge

Appellate Case No. 2019-001632

In the matter of:  
Lemuel Whitaker Boykin, II, deceased.

Rigdon H. Boykin, as sole disinterested Co-Trustee of the Lemuel  
Whitaker Boykin, II Residuary Trusts A and B,.....Appellant-Respondent

v.

Mary Deas Wortley, individually, as Co-Trustee of the Lemuel  
Whitaker Boykin, II Residuary Trusts A and B, Co-Trustee of the  
Lemuel Whitaker Boykin Marital Deduction Trusts A and B, and as  
Co-Personal Representative of the Estate of Alice S. Boykin; Alice  
B. Belger, individually, as Co-Trustee of the Lemuel Whitaker  
Boykin, II Residuary Trusts A and B, and as Co-Personal  
Representative of the Estate of Alice S. Boykin; Lemuel Whitaker  
Boykin, III; and May Cantey Boykin,

Of whom Mary Deas Wortley and Alice B. Belger are ..... Respondent-Appellants

And

Lemuel Whitaker Boykin, III, and May Cantey Boykin are..... Respondents.

**CERTIFICATE OF COUNSEL**

The undersigned hereby certifies that the Record on Appeal contains all material  
proposed to be included by an of the parties and not any other material.

This 2<sup>nd</sup> day of June, 2021.

s/Wallace K. Lightsey

Wallace K. Lightsey (SC Bar No. 6476)

Wade S. Kolb, III (SC Bar No. 100379)

Wyche P.A.

Post Office Box 728

Greenville, SC 29602-0728

(864) 242-8200

wlightsey@wyche.com

wkolb@wyche.com

*Attorneys for Appellant-Respondent Rigdon H. Boykin*

THE STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

APPEAL FROM KERSHAW COUNTY  
Court of Common Pleas

The Honorable Jean Hofer Toal, Acting Circuit Court Judge

Appellate Case No. 2019-001632

RECEIVED  
JUN 04 2021  
SC Court of Appeals

In the matter of:  
Lemuel Whitaker Boykin, II, deceased.

Rigdon H. Boykin, as sole disinterested Co-Trustee of the Lemuel  
Whitaker Boykin, II Residuary Trusts A and B,.....Appellant-Respondent

v.

Mary Deas Wortley, individually, as Co-Trustee of the Lemuel  
Whitaker Boykin, II Residuary Trusts A and B, Co-Trustee of the  
Lemuel Whitaker Boykin Marital Deduction Trusts A and B, and as  
Co-Personal Representative of the Estate of Alice S. Boykin; Alice  
B. Belger, individually, as Co-Trustee of the Lemuel Whitaker  
Boykin, II Residuary Trusts A and B, and as Co-Personal  
Representative of the Estate of Alice S. Boykin; Lemuel Whitaker  
Boykin, III; and May Cantey Boykin,

Of whom Mary Deas Wortley and Alice B. Belger are ..... Respondent-Appellants

And

Lemuel Whitaker Boykin, III, and May Cantey Boykin are..... Respondents.

**PROOF OF SERVICE**

This is to certify that I have this date caused to be served a true and correct copy of the  
foregoing *Supplemental Record on Appeal* on counsel in this action by email, pursuant to the

Supreme Court's Order Re: Operation of the Appellate Courts During the Coronavirus Emergency

(As Amended May 29, 2020), by electronic mail, addressed as follows:

James Y. Becker

[jbecker@hsblawfirm.com](mailto:jbecker@hsblawfirm.com)

Robert L. Reibold

[rreibold@hsblawfirm.com](mailto:rreibold@hsblawfirm.com)

Mary C. Eldridge

[meldridge@hsblawfirm.com](mailto:meldridge@hsblawfirm.com)

William S. Tetterton

[william@tettertonlaw.com](mailto:william@tettertonlaw.com)

This 2<sup>nd</sup> day of June, 2021.

s/Wallace K. Lightsey

Wallace K. Lightsey (SC Bar No. 6476)

Wade S. Kolb, III (SC Bar No. 100379)

Wyche P.A.

Post Office Box 728

Greenville, SC 29602-0728

(864) 242-8200

[wlightsey@wyche.com](mailto:wlightsey@wyche.com)

[wkolb@wyche.com](mailto:wkolb@wyche.com)

*Attorneys for Appellant-Respondent Rigdon H. Boykin*