

DK M 544 PG 727

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) GRANT OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this 14th day of November, 2007, by Thomas J. J. Ravenel (hereinafter "Grantor"), having an address at P.O. Box 420, Charleston, SC 29402, in favor of the Lowcountry Open Land Trust, Inc. (hereinafter "Grantee"), a South Carolina charitable corporation and a publicly supported corporation organized and operated under §501(c)(3) of the Internal Revenue Code of 1986, as amended (generally hereinafter the "Code") and not a private foundation under Code §509, with a business address at 485 East Bay Street, Charleston, SC 29403.

WHEREAS, Grantor is the sole owner in fee simple of certain real property known as "Brookland Plantation" containing approximately sixty (60) acres (TMS # 029-00-00-002), in Charleston County, South Carolina, more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein by this reference (hereinafter the "Protected Property"); and

WHEREAS, the Protected Property lies within the nearly 1.7 million acres of the Ashepoo, Combahee, and Edisto (ACE) Basin Focus Area featuring diverse ecosystems and a wealth of wildlife, all of which is the focus of a consortium of private landowners, conservation groups, and federal and state agencies, working to protect and enhance the region's natural resources and traditional agricultural and recreational uses; and

WHEREAS, the Protected Property is in close proximity to other protected lands, including Laurel Hill, approximately 145 acres protected by Lowcountry Open Land Trust; Bailey Island Preserve, approximately 403 acres protected by The Nature Conservancy; and Raccoon Island, approximately 1,866 acres protected by Ducks Unlimited; as well as the protected lands within the Ace Basin National Estuarine Research Reserve, totaling more than 100,000 acres, protected by federal, state, and private organizations; and

WHEREAS, the Protected Property contains a plantation house that is listed on the National Register of Historic Places, which dates back to the early 1800s, and a family cemetery that dates back to the late 1700s; and

WHEREAS, the Protected Property is situated on and prominently visible by the public from SC Highway 174, having approximately 600 feet of highway frontage providing scenic views of marsh and maritime forest, and is situated on and prominently visible by the public from Shingle Creek, having approximately 4,500 feet of creek frontage providing scenic views of marsh, maritime forest, and the historic plantation house; and

WHEREAS, the Protected Property has a diversity of relatively natural habitats including maritime forest, *spartina* marsh, sandy areas, orchard/groves, evergreen upland forest, open fields, and open water, all of which can support a variety of floral and faunal species; and

WHEREAS, in particular, the Protected Property in its existing relatively natural condition contributes very little nonpoint source pollution to Shingle Creek due to the vegetated buffers surrounding this watercourse, and the wetlands that provide for nutrient uptake and sediment deposition, as well as the low percentage of impervious surface that reduces sources of pollution and nutrient loading; and

WHEREAS, the Protected Property provides a diversity, quality, and combination of natural habitats significant to wildlife habitat functions including feeding, nesting and roosting areas for migratory songbirds, ground-nesting birds and waterfowl, and also including feeding, breeding and resting areas for native small and large game and non-game mammals; and

WHEREAS, the Protected Property contains non-forested wetlands, which function to improve water quality by providing for nutrient uptake and sediment deposition from runoff draining from upstream lands, and also provide many wildlife habitat components such as breeding grounds, nesting sites and other critical habitat for a variety of fish and wildlife species as well as the unique habitat requirements of many threatened and endangered plants and animals; and

WHEREAS, the Protected Property possesses significant ecological and natural resources, water quality protection, open space and scenic value, and historic or cultural values (collectively the "Conservation Values") of great importance to Grantor, to Grantee and to the people of South Carolina and this nation; and

WHEREAS, the specific Conservation Values are summarized hereunder and documented in a report on file at the Grantee's office and incorporated herein by this reference (hereinafter the "Baseline Documentation"), which consists of maps, reports and photographs (including 2006 NAPP Photos and on-site photographs taken by a representative of the Grantee), and the parties agree that the Baseline Documentation provides, collectively, an accurate representation of the Protected Property at the time of this grant and is intended to serve as an objective point of reference from which to monitor compliance with the terms of this grant; and

WHEREAS, Grantor believes that with the careful use of conservation easements, the resources, habitat, beauty and unique ecological character of the Protected Property can be protected in a manner that permits continuing private ownership of land and its subsequent use and enjoyment; and

WHEREAS, Grantor intends to preserve and protect the Conservation Values in perpetuity; and

WHEREAS, Grantor is willing to forego forever the right to fully exploit the financial potential of the Protected Property by encumbering the Protected Property with a conservation easement; and

WHEREAS, by act of the General Assembly of the State of South Carolina, as enacted in South Carolina Code Ann. (1976, as amended) (hereinafter the "SC Code") §27-8-10, et. seq. (The South Carolina Conservation Easement Act of 1991) (hereinafter the "Act"), South Carolina recognizes and authorizes the creation of conservation restrictions and easements; and as described in SC Code §27-8-20, also recognizes and authorizes Grantee to hold conservation easements; and

WHEREAS, Grantor and Grantee recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Protected Property, and have the common purpose of the conservation and protection in perpetuity of the Protected Property as "a relatively natural habitat of fish, wildlife or plants or similar ecosystem" as that phrase is used in Code §170(h)(4)(A)(ii), "open space (including farmland and forest land)" as that phrase is used in Code §170(h)(4)(A)(iii) and "an historically important land area or a certified historic structure" as that phrase is used in Code §170(h)(4)(A)(iv) and in the regulations promulgated thereunder by the United States Department of the Treasury (hereinafter "Treasury Regulations"). Grantor and Grantee agree these purposes can be accomplished by placing voluntary restrictions upon the use of the Protected Property and by providing for the transfer from the Grantor to the Grantee of affirmative rights for the protection of the Protected Property so as to be considered a "qualified conservation contribution" as such term is defined in Code §170(h) and the Treasury Regulations promulgated thereunder; and

WHEREAS, the Grantee is a corporation whose purposes and powers include one or more of the purposes set forth in SC Code §27-8-20(1) authorizing Grantee to be a holder of conservation easements as provided for by the Act; and, Grantee is a publicly supported, tax-exempt, nonprofit corporation organized and operated under Code §501(c)(3) and not a private foundation under Code §509 dedicated to the preservation of the irreplaceable natural and historical resources of the South Carolina Lowcountry landscape by protecting significant lands, waters and vistas;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to §§170(h) and 2031(c) of the Code and the laws of the State of South Carolina, the Grantor hereby voluntarily grants and conveys to Grantee, a conservation easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth (hereinafter the "Easement"). Grantor herein declares that the Protected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements hereinafter set forth, which covenants, conditions, restrictions and easements shall be deemed to run with the land in perpetuity and to be a burden on the Protected Property in perpetuity.

1. **Purposes.** The purposes of this Easement (hereinafter the "Purposes") are as follows:

- (A) To protect and preserve the Conservation Values; and
- (B) To prevent any use or activity that will significantly impair the Conservation Values, subject to the rights and privileges reserved below by Grantor; and
- (C) To allow the continuation of historic and traditional uses and activities as well as limited new uses that would not significantly impair or degrade the Conservation Values.

2. **Rights of Grantee.** Grantor hereby conveys the following rights to the Grantee:

(A) **Right of Visual Access.** To have visual access to the Protected Property, provided that such right shall not be construed to permit general public access over or upon the Protected Property;

(B) **Right to Monitor.** To enter upon the Protected Property in a reasonable manner, and at reasonable times, after reasonable notice, in order to monitor compliance with the Easement and to further document natural and manmade features of the Protected Property;

(C) **Right to Prevent Inconsistent Uses.** To prevent Grantor or third parties from conducting any activity or use inconsistent with the Purposes;

(D) **Right to Require Restoration.** To require Grantor or third parties to restore such Conservation Values that may be damaged by any uses or activities prohibited by this Easement, or any activity or use inconsistent with the Purposes; and

(E) **Right of Discretionary Consent.** If, owing to unforeseen circumstances, any of the uses or activities prohibited under this Easement are deemed desirable by both the Grantor and the Grantee, the Grantee may, in its sole discretion, give permission for such activities, subject to such limitations as it deems necessary or desirable and provided that:

I. The activities will not adversely affect the qualification of this Easement as a "qualified conservation easement" under any applicable laws, including §§170(h) and 2031(c) of the Code or the Act.

II. The activities will not adversely affect the "tax exempt" status of the Grantee under any applicable laws, including §501(c)(3) of the Code and Treasury Regulations promulgated thereunder.

III. The activities will not adversely affect the Conservation Values.

IV. In no case shall the Grantee or Grantor have the right or power to agree to any activities that would result in the termination of this Easement.

3. **Definitions.** For the purposes of this Easement, Grantor and Grantee agree that those bold-faced terms that appear throughout this Easement shall be defined as follows:

Agricultural Activities shall be defined as activities directly related to the production of plant or animal products on the Protected Property, including crop production, animal husbandry, floriculture and horticulture, in a manner that preserves the long-term productivity of the soil. Permitted activities shall not include **Feedlots**, intensive livestock production facilities nor any type of large-scale operation where animals are confined.

Agricultural Structure shall be defined as any building designed or used in the conduct of permitted **Agricultural Activities**, not including any structure used as a dwelling for human beings.

Approval shall be defined as the prior written consent of the **Grantee** to permit **Grantor** to exercise certain rights described in Paragraphs 4 and 5, or to undertake any activity otherwise prohibited by this Easement. The rationale for requiring the **Grantor** to receive **Approval** prior to undertaking certain permitted and all prohibited activities is to afford **Grantee** an adequate opportunity to evaluate the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the Purposes of this Conservation Easement. **Approval** shall not be unreasonably withheld by the **Grantee**.

Building Height shall be measured, for the purposes of any permitted structure, from the ground or the legal building elevation within a Federal Emergency Management Agency (or successor agency) flood zone, whichever is greater, to the top of the highest structural component, excluding chimneys, antennas and weather vanes.

Feedlot shall be defined as any confined area or facility for feeding within which the land is not grazed or cropped at least annually or which is used to receive livestock that have been raised off the Protected Property for feeding and fattening for market.

Grantee shall be defined as the above-named §501(c)(3) South Carolina charitable corporation, designated as the holder of this Easement, and its successors and assigns.

Grantor shall be defined as the original donor of this Easement and his (or her, or their) personal representatives, heirs, successors, assigns, and subsequent owners.

Impervious Surface shall be defined as a hard surface area which either prevents or retards the entry of water into the soil mantle at a rate lower than that present under natural conditions prior to development. Impervious surfaces include, but are not limited to, roof tops, walkways, patios and decking, enclosed and unenclosed porches, driveways, parking lots, or storage areas, concrete or asphalt paving, swimming pools, or other surfaces which similarly impede the natural infiltration of surface and stormwater runoff.

Main House shall be defined as a detached, single-family dwelling constituting the primary residential use of, and to be occupied by the owner or permitted lessee of, the Protected Property or the Subdivided Tract.

Notice shall be defined as a written communication, prior to undertaking a permitted activity, as defined in Paragraph 19.

Related Outbuilding shall be defined as any auxiliary structure customarily used as an accessory to a private **Residential Structure** in the South Carolina Lowcountry, not including any structure used as a permanent or temporary dwelling for human beings.

Residential Structure shall be defined as the **Main House** and the **Secondary Houses**.

Secondary House shall be defined as a single-family dwelling to be located adjacent to, or in close proximity to, and to be held under the same ownership as and controlled by the owner or permitted lessee of the **Main House** and intended for the use of guests, friends, family members or employees of the owner or permitted lessee of the **Main House**.

Setback Line shall be defined as the edge of a waterway which is either (1) the critical line as defined by S.C. Office of Ocean and Coastal Resource Management, (2) the ordinary high water mark as defined by the Army Corps of Engineers, (3) a comparable defining line as defined by successor entities of the above named agencies, or (4) a specified platted line on a recorded survey, if referenced in Paragraph 5 (C).

Significant Tree shall be defined as any cypress, live oak, or magnolia tree having a diameter at breast height of twelve (12) inches or greater.

Subdivided Tract shall be defined as a separate transferable parcel of land having a unique identity according to Charleston County records.

Subdivision shall be defined as the creation of a **Subdivided Tract** after the date of this Easement.

Superstructures shall be defined as any structure that extends above the level of the walkway, pierhead or float of a dock, including railings and roofs.

Wetland shall be defined as any area where the water table is above, at or near the surface of the land and has one of the following characteristics: (1) at least periodically, the land supports hydrophilic (water-adapted) vegetation; (2) the substrate is predominantly undrained hydric soil; or (3) the substrate is saturated with, or covered by, water for some time during the growing season of the average year.

4. **Reserved Rights.** Grantor reserves all the rights, uses and activities (collectively, the "Reserved Rights") inherent in fee simple ownership of the Protected Property, subject to the specific Restrictions and Limitations of Paragraph 5, which are included to accomplish the Purposes enumerated in Paragraph 1. All Reserved Rights shall apply to the Protected Property in its entirety. In addition, the exercise of all Reserved Rights shall be in full accordance with all applicable local, state and federal laws and regulations, as well as in accordance with the Purposes. Notwithstanding any provision herein to the contrary, Grantor may use the Protected Property as a residence, second home, or vacation home.

5. **Restrictions and Limitations.** Grantor will not perform or permit or will perform or permit, as specified below, the following acts or uses (hereinafter the "Prohibited Uses") on, over or under the Protected Property:

(A) **Subdivision.** The Protected Property is currently composed of one (1) tract, which is Charleston County TMS # 029-00-002. There shall be no Subdivision of the Protected Property. The Grantor shall not indirectly subdivide all or any part of the Protected Property through the allocation of property rights among partners, shareholders or members of any successor entity, the creation of a horizontal property regime, leasing or any other means.

(B) **Structural Limitations.** The construction, enlargement and replacement of **Residential Structures** and all other structures are subject to the following limitations:

I. **Total Impervious Surface** on the Protected Property shall not exceed a maximum of twenty thousand (20,000) square feet in the aggregate.

II. **No Residential Structure, Related Outbuilding, or Agricultural Structure** shall exceed thirty-five (35) feet in **Building Height**.

III. **Residential Structures** shall be limited to one (1) **Main House**, and two (2) **Secondary Houses**.

IV. **Related Outbuildings and Agricultural Structures** shall be permitted, provided that the square footage of all **Impervious Surfaces** on the Protected Property does not exceed the allowance stated in Paragraph 5(B)(I).

V. Other than permitted **Residential Structures**, no other structure on the Protected Property shall be used as a temporary or permanent dwelling for human beings.

VI. **Docks.**

(a) **Grantor** reserves the right to maintain, repair, improve, or replace the one (1) existing dock located by the **Main House** and providing access to Shingle Creek, provided it shall be restricted to a structure substantially the same in size and character as at the time of the grant of this Easement, and provided that **Grantor** shall not construct as a part of this dock any fixed or permanent **Superstructures**, boatlifts, or any lighting that remains constantly illuminated or that automatically becomes illuminated in darkness.

(b) **Grantor** reserves the right to maintain, repair, improve, or replace the one (1) existing dock located at the easternmost point of the Protected Property and providing access to Shingle Creek, provided it shall be restricted to a covered pierhead limited to two hundred (200) square feet, a floating dock limited to two hundred (200) square feet, and one (1) covered boatlift limited to two hundred (200) square feet. **Grantor** shall not construct as a part of this dock any lighting that remains constantly illuminated or that automatically becomes illuminated in darkness.

(c) There shall be no additional docks on the Protected Property.

Neither **Grantor** nor **Grantor's** agents, successors and assigns, shall make application for any permit or construct any improvements or permit any third party to make application for any permit or construct improvements or permit the Protected Property to access any improvements which would result in a violation of the foregoing provisions, including, but not limited to, the construction of any docks within the deemed extension of the property lines extending to Shingle Creek except as expressly permitted.

VII. Boat Ramp. **Grantor** reserves the right to maintain, repair, improve, or replace the one (1) existing boat-launching ramp, provided it shall be limited to a maximum width of fifteen (15) feet.

VIII. Towers. There shall be no towers on the Protected Property, including, but not limited to, radio, microwave, broadcast, communication and cellular towers.

(C) Buffers. Buffer Area(s), as shown in Exhibit B, shall be subject to the following restrictions:

Laurel Hill Road Buffer. In order to provide a vegetated buffer between the Protected Property and the adjacent roadway, there shall be no **Impervious Surface**, new road, nor structures (other than fencing and gates), within one hundred and fifty (150) feet of the legal or established right-of-way along Laurel Hill Road. There shall be no alteration to the vegetation, except as necessary to engage in limited landscaping associated with the permitted gate, and provided there shall be no clearcutting, and to maintain open fields existing within the buffer at the time of this Easement. There shall be no activities that endanger the health or survival of **Significant Trees** without **Approval**. Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance with county regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.

Shingle Creek Buffer. In order to provide an aesthetic and ecological transition zone between permitted structures and activities and the adjacent waterway, there shall be no **Impervious Surface**, **Agricultural Activities**, structures (other than fencing and the permitted docks, boat ramp, or gates), nor new road on that portion of the Protected Property within one hundred (100) feet of the **Setback Line** adjacent to Shingle Creek and its tributaries. **Grantor** reserves the right to engage in limited landscaping, including small openings in the vegetation for scenic views and vistas, provided there shall be no clearcutting. There shall be no activities that endanger the health or survival of **Significant Trees** without **Approval**. Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance with county regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.

(D) Industrial Uses. There shall be no industrial uses, activities, or structures. No right of passage across or upon the Protected Property shall be allowed or granted if that right of passage is used in conjunction with any industrial uses or activities.

(E) Commercial Uses. There shall be no commercial uses, activities or structures, other than home-based business, equine activities and movie productions, provided such activities are not inconsistent with the Purposes, without prior **Approval** by the Grantee. No right of passage across or upon the Protected Property shall be allowed or granted if that right of passage is used in conjunction with any commercial uses or activities not permitted in this Easement.

(F) Services. Construction of water wells, septic systems, and utility services, is limited to serve the allowed uses in Paragraph 5, subject to all applicable federal, state and local laws and regulations.

Fuel storage tanks are limited to above ground liquid fuel storage tanks and/or underground gas fuel (not liquid) storage tanks to serve the allowed uses in Paragraph 5, subject to all applicable federal, state, and local laws and regulations.

(G) Roads. Roads shall be limited to those required to facilitate the uses permitted by this Easement, provided Grantor shall use existing roads wherever possible and provided there shall be no paving of any road with non-permeable materials. Maintenance of roads and roadside ditches shall be limited to standard practices for non-paved roads.

(H) Landscaping. Landscaping shall be limited to the management of vegetation associated with the uses provided for in Paragraph 5, including but not limited to, mowing, pruning, trimming, and gardening.

(I) Signs. Signs shall be limited to a maximum of eight (8) square feet in size. Signs shall be placed so as to minimally impact the scenic view as seen from Laurel Hill Road or Shingle Creek.

(J) Archeological and Paleontological Digs; Artifacts and Fossils. Any archeological or paleontological site shall, upon completion of any excavation, be returned to, or as close as possible to, its previous state, unless the site is to be maintained in an excavated condition for interpretive purposes related to education. All artifacts or fossils located on the Protected Property must be preserved and retained on the Protected Property or contributed to a recognized and accredited museum or educational institution. The sale of artifacts or fossils is prohibited.

(K) Significant Trees. There shall be no activities that endanger the health or survival of **Significant Trees** without **Approval**. Notwithstanding the above, Grantor reserves the right to cut any tree, in accordance with applicable county, state, and federal regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.

(L) Agricultural Uses. **Agricultural Activities** are restricted to the scientifically based practices, currently in use at the time of implementation, recommended by the South Carolina Cooperative Extension Service, the United States Natural Resources Conservation Service, their successors or other entities mutually acceptable to the Grantor and Grantee. Grantor and Grantee recognize that changes in agricultural technologies, including accepted management practices, may result in an evolution of **Agricultural Activities**. Such evolution shall be permitted so long as it is consistent with the Purposes.

(M) Equine Uses and Activities. Grantor retains the right to engage in any equine activities, including but not limited to fencing, riding, pasturing, breeding, and stabling of horses, subject to the provisions in Paragraph 5.

(N) Ponds. Grantor reserves the right to maintain the existing ponds within the existing sizes as documented in the Baseline Documentation Report. There shall be no new ponds on the Protected Property.

(O) Impoundment(s). Grantor reserves the right to create, improve, repair, replace or maintain new or existing and/or historic wetland impoundments, green tree reservoirs, dikes, ditches and water control structures, subject to Approval and all applicable local, state and federal statutes and regulations. Impoundments are recognized by the Grantor and Grantee as beneficial to waterfowl and other wetland dependent plants and animals.

(P) Mining. Mining and recovery of any oil, gas or minerals are restricted to extraction methods in accordance with Code §170(h)(5)(B) prohibiting surface mining and that, following the mining activity, the site is returned to, or as closely as possible to, its previous state.

(Q) Topography and Hydrology. There shall be no alteration of the topography or hydrology, unless otherwise provided for in Paragraph 5.

(R) Refuse. There shall be no placing of refuse, vehicle bodies or parts, or junk not generated on the Protected Property.

(S) Adverse or Inconsistent Uses. There shall be no other use or activity that is inconsistent with the Purposes.

6. Third Party Activities. The Grantor shall keep the Grantee reasonably informed as to activities being conducted on the Protected Property which are within the scope of this Easement and as to the identity of any third parties who are conducting or managing such activities. The Grantor shall ensure that all third parties who are conducting activities relating to permitted uses of the Protected Property are fully and properly informed as to the restrictions and covenants contained within this Easement which relate to such uses, including without limitation, the provisions of this Paragraph and of Paragraphs 4 and 5.

7. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, the Grantee shall notify the Grantor of the violation (hereinafter, "First Notice") and request voluntary compliance. In the event that voluntary compliance is not agreed upon within ninety (90) days of receipt of First Notice, the Grantee shall give written notice to Grantor of such violation (hereinafter, "Second Notice") and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purposes, to restore the portion of the Protected Property so injured.

If Grantor fails to cure the violation within sixty (60) days after receipt of Second Notice thereof from Grantee (or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, if Grantor shall fail to begin curing such violation within said sixty (60) day period, or fail to continue diligently to cure such violation until finally cured), Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, including damages for the loss of the Conservation Values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may either apply any damages recovered to the cost of undertaking any corrective action on the Protected Property or may apply any damages recovered towards activities relating to monitoring and enforcing compliance with the terms of this Easement and other similar conservation easements.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, Grantee may pursue its legal and equitable remedies under this Paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire.

Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that if Grantee's remedies at law for any violation of the terms of this Easement are inadequate, the Grantee shall be entitled to seek the injunctive relief described in this Paragraph, both prohibitive and mandatory in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy

of otherwise available legal remedies. Grantee's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

8. **Costs of Enforcement.** If Grantee prevails in any action to enforce the terms of this Easement, any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including without limitation, costs of suit and reasonable attorneys' fees, and any reasonable costs of restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement, any costs incurred by Grantor, including Grantor's cost of the suit (which includes reasonable attorney's fees) shall be borne by Grantee.

9. **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the reasonable discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

10. **Grantor's Environmental Warranty.** The Grantor warrants that it has no knowledge of a release or threatened release of hazardous substances or wastes on the Protected Property and promises to defend and indemnify the Grantee against all litigation, claims, demands, penalties, and damages, including reasonable attorney's fees, arising from breach of this warranty.

11. **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, trespass by third parties, fire, hurricane, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.

12. **Access.** No right of public access to any portion of the Protected Property is conveyed by this Easement, except as expressly provided herein.

13. **Costs, Liabilities, and Taxes.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including, but not limited to, clean up or remediation costs due to chemical contamination and the maintenance of general liability insurance coverage.

Each party agrees to release, hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of the activities of the indemnifying party on the Protected Property.

14. **Transfer Fee.** There shall be assessed by the Grantee a transfer fee equal to one-half of one (0.5) percent of the sales price or other consideration paid in connection with the transfer of any interest other than the sale of timber or timber rights in such Protected Property, which transfer fee shall be paid to the Grantee at the time of the transfer. This sum shall be placed in Grantee's stewardship fund, or such similarly named successor fund, to finance Grantee's efforts to uphold its duties and responsibilities under the Easement on the Protected Property as well as on Grantee's other protected properties. In the event of non-payment of such transfer fee, Grantee shall have the right to file a lien for such unpaid transfer fees which shall be a lien on the Protected Property but which lien shall be subordinate to this Easement and to the lien of any first mortgage on the Protected Property. Any such lien may be enforced and/or foreclosed in accordance with the laws of the State of South Carolina. Grantee may require the Grantor and/or any subsequent purchaser to provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, copies of deeds or other such evidence. Any transfer subsequent to the conveyance of this Easement without consideration or to a spouse, a lineal descendant, a spouse of a lineal descendent (collectively, "Immediate Family Members"), or to an entity at least 50% of the equity interest of

which is owned by an Immediate Family Member or to a trust whose presumptive beneficiaries are the Grantor or an Immediate Family Member, or to a charitable organization which is tax exempt under 501(c)(3), shall be exempt from the assessment of such transfer fee. An exchange of properties pursuant to Code §1031, or similar statute, shall be deemed to be for consideration based on the market value of the property received at the time of such transfer. Market value shall be determined by agreement of the Grantor and the Grantee, or in the absence of such agreement by a Member Appraisal Institute (MAI) appraiser selected by the Grantee, whose appraisal fee shall be paid by the Grantee.

15. Extinguishment, Condemnation and Fair Market Value. If circumstances arise in the future that render all of the Purposes impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, then as required by Sec.1.170A-14(g)(6) of the IRS regulations, the Grantee in the event of any sale, exchange, or involuntary conversion of the Protected Property is entitled to a percentage of the gross sale proceeds, minus any amount attributable to the value of improvements made after the date of this grant and allowed under the Conservation Easement, which amount shall be reserved to Grantor, equal to the ratio of the appraised value of the Conservation Easement to the unrestricted fair market value of the Protected Property established as of the date donated.

If all or a part of the Protected Property is taken by exercise of the power of eminent domain, Grantor and Grantee shall be respectively entitled to compensation in accordance with applicable law.

For the purpose of the above Paragraphs, the parties hereto stipulate that the Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. The percentage interests shall be determined by the ratio of the value of the Easement to the value of the Protected Property, without reduction for the value of the Easement. All such proceeds received by Grantee shall be used in a manner consistent with the conservation purposes of this grant. This provision is not intended to violate the provision required by Code §170(h)(2)(C) that requires the Easement to be granted in perpetuity.

16. Limitations on Amendment. If unforeseen circumstances arise, including any change or modification to state or federal laws or regulations especially as they relate to the Code, under which an amendment to, or modification of, this Easement would be appropriate to clarify any ambiguities or to maintain or enhance the Conservation Values, Grantor and Grantee may, by mutual written agreement, jointly amend this Easement; provided that no amendment shall be allowed that will adversely affect the eligibility of this Easement as a "qualified conservation easement" under any applicable laws, including §§170(h) and 2031(c) of the Code. No amendment shall be allowed which would adversely affect the "tax exempt" status of the Grantee under any applicable laws, including §501(c)(3) of the Code and Treasury Regulations promulgated thereunder. Any such amendment shall be consistent with the purposes of this Easement, shall not affect its perpetual duration, shall not permit additional development or improvements to be constructed on the Protected Property other than development or improvements permitted by this Easement on its effective date, and shall not permit any impairment of the Conservation Values. Grantor and Grantee agree to a reasonable consideration of any such proposed amendment, however, neither Grantor nor Grantee shall be bound to agree to any amendment. Any such amendment shall be recorded in the official land records of Charleston County, South Carolina.

17. Assignment. The benefits of this Easement shall not be assignable by the Grantee, except (i) if as a condition of any assignment, the Grantee requires that the terms and conditions of this Easement continue to be carried out in full as provided herein, (ii) the assignee has a commitment to protect the Purposes and the resources to enforce the restrictions contained herein, and (iii) if the assignee, at the time of assignment, qualifies under §170(h) of the Code, and applicable Treasury Regulations promulgated thereunder, and under State of South Carolina law as an eligible donee to receive this Easement directly. In the event that Grantee ceases to exist or exists but no longer as a tax-exempt, nonprofit corporation, qualified under §§501(c)(3) and 170(h)(3) and not a private foundation under §509(a) of the Code, then this Easement shall be assigned to a tax-exempt, nonprofit organization, qualified under §§501(c)(3) and 170(h)(3) and not a private foundation under §509(a) of the Code, which has a mission of protecting open lands or natural resources in the South Carolina Lowcountry.

18. **Transfers.** Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which Grantor transfers any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. The Grantor shall give the Grantee Notice of any change of possession, ownership or control of the Protected Property within thirty (30) days of such change, including without limitation notice of any transfer, lease, or sale of all or a part of the Protected Property. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

19. **Communication.** All Notices, demands, requests, consents, Approvals, offers, statements, and other instruments or communications required or permitted to be given hereunder (individually or collectively "Correspondence") shall be deemed sufficiently given or rendered only if in writing delivered personally, sent by a nationally recognized overnight courier or sent by United States Postal Service first class certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Grantor:	Thomas J. J. Ravenel P.O. Box 420 Charleston, SC 29402
If to Grantor's Attorney:	Mark S. Sharpe Warren and Sinkler, LLP P.O. Box 1254 Charleston, SC 29402
If to Grantee:	Lowcountry Open Land Trust, Inc. 485 East Bay Street Charleston, SC 29403

or to such other person or place as a party may designate by Correspondence as aforesaid. Correspondence by mail or overnight courier service shall be deemed given on the date of receipt as shown on the return receipt, or receipt or records of the courier service, as the case may be. In the event any such Correspondence is mailed via the United States Postal Service or shipped by overnight delivery service to a party in accordance with this Section 19 and is returned to the sender as undeliverable, then such Correspondence shall be deemed to have been delivered or received on the third day following the deposit of such Correspondence in the United States Mail or the delivery of such Correspondence to the overnight delivery service.

20. **Recordation.** Grantee shall record this instrument in timely fashion in the RMC Office for Charleston County, South Carolina, and may re-record it at any time as may be required to preserve its rights in this Easement.

21. **Effective Date.** Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this Easement is recorded in the RMC Office for Charleston County, South Carolina, after all required signatures have been affixed hereto.

22. **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of South Carolina.

23. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to uphold the Purposes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes that would render the provision valid should be favored over any interpretation that would render it invalid.

24. **Severability.** If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.

25. **Entire Agreement.** The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to, the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Protected Property. All terms used in this Easement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Easement, any Section, Subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

TO HAVE AND TO HOLD unto **Grantee**, its successors and assigns forever.

By execution of this Easement, the **Grantee** accepts this Easement and the rights and obligations recited herein.

GRANTOR HEREBY WARRANTS and represents that the **Grantor** is seized of the Protected Property in fee simple, except as to the rights of the State of South Carolina to that portion of the Protected Property, if any, lying below the mean high water mark of abutting tidal creeks, comprising the shores or bottoms of the navigable water of abutting tidal creeks or to artificial accretions or fill, or located within a marsh area, and has good right to grant and convey this Easement, that the Protected Property is free and clear of any and all encumbrances, except easements of record and prescriptive easements, if any, and except for that certain mortgage dated August 31, 2006, and recorded September 1, 2006, in Book X596 at Page 259 in the RMC Office aforesaid which mortgage has been subordinated to this Easement and that the **Grantee** and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

IN WITNESS WHEREOF, **Grantor** and **Grantee** have set their hands to multiple duplicate original copies of this Easement under seal on the day and year first above written.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

WITNESSES:

Lisa Shealey
Lisa Shealey

GRANTOR:

Thomas J. J. Ravenel
Thomas J. J. Ravenel

STATE OF SOUTH CAROLINA)

COUNTY OF Charleston)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this 14 day of November 2007, before me the undersigned Notary, and I do hereby certify that the above named Grantor(s) personally appeared before me and acknowledged the due execution of the foregoing instrument.

Nancy C. Dewitt
(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: January 28, 2014



WITNESSES:

Lisa Shealey
Anna C. Nygaard
Lisa Shealey
Nancy C. Dewitt

GRANTEE:

LOWCOUNTRY OPEN LAND TRUST, INC.

By: Margaret P. Wackmuis
Its: Vice President
And: S. J. Darnes
Its: President

STATE OF SOUTH CAROLINA)

COUNTY OF Charleston)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this 19 day of November 2007, before me the undersigned Notary, and I do hereby certify that the above named duly authorized officers of the Grantee personally appeared before me and acknowledged the due execution of the foregoing instrument.

Nancy C. Dewitt
(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: January 28, 2014

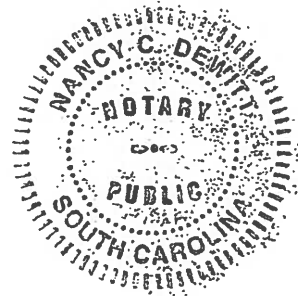


EXHIBIT A

Legal Description and Derivation of Protected Property

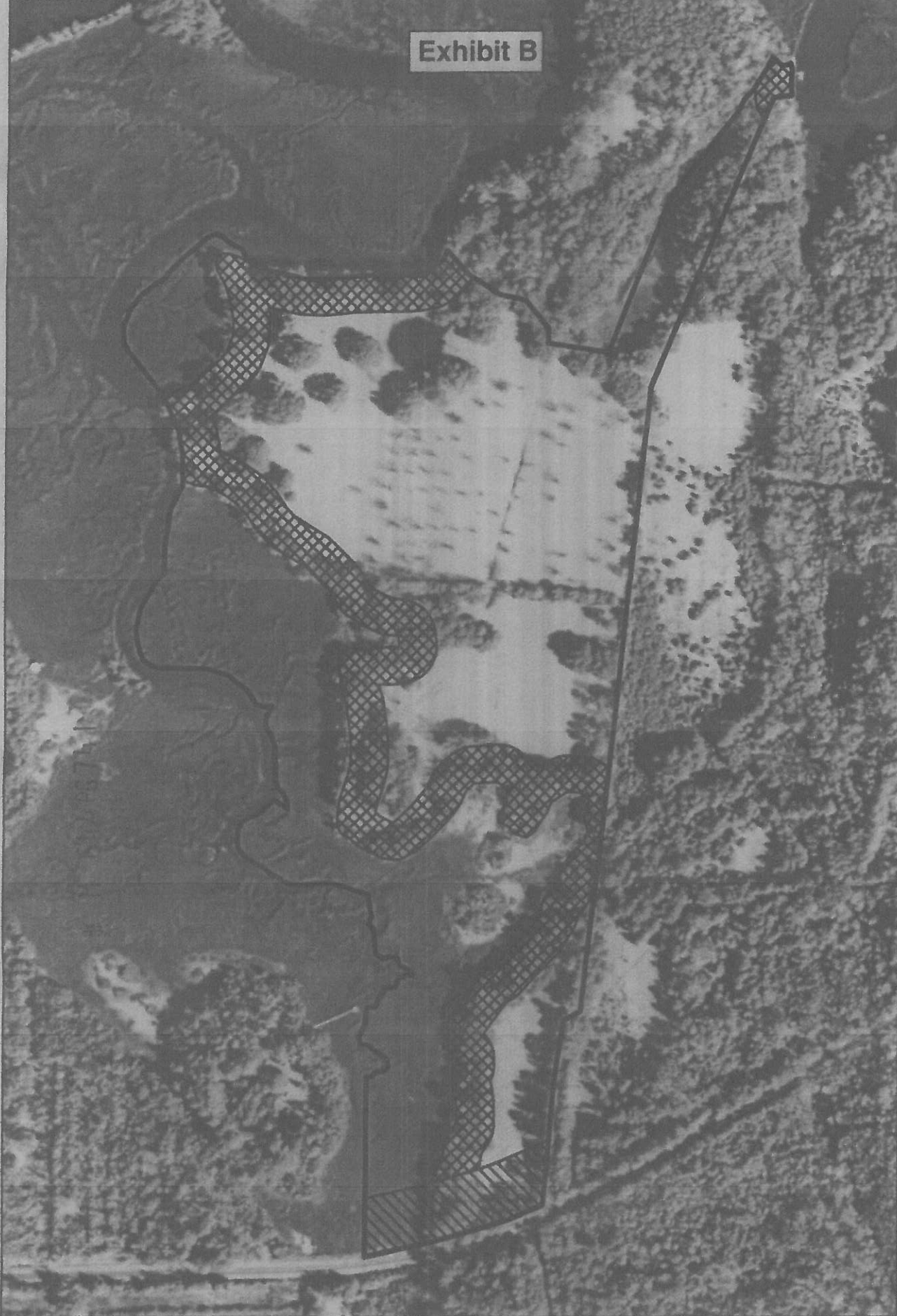
ALL that piece, parcel or tract of land situate, lying and being on Edisto Island, in the County of Charleston, State of South Carolina, measuring and containing 59.622 acres, more or less (37.533 acres of highland, more or less and 22.089 acres of marshland, more or less) together with buildings and improvements thereon, as shown on a plat entitled "PLAT SHOWING NORTHERN PART OF BROOKLANDS TRACT 2328 LAUREL HILL ROAD, EDISTO ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by David Spell Surveyor, S.C. Reg. No. 11477, dated August 9, 2001 and recorded on September 25, 2001 in Plat Book EF at Page 77, in the RMC Office for Charleston County, South Carolina.

This is the same property conveyed to Thomas J.J. Ravenel by deed of Robert C. Chestnut, dated August 31, 2006, recorded in Book U596 page 774, and by deed of Brooklands Plantation of Edisto Island, LLC, dated August 31, 2006, and recorded in Book U596, page 729, in the RMC Office for Charleston County, S.C.

TMS # 029-00-00-002

Grantee's Address: 485 East Bay Street
Charleston, SC 29403

Exhibit B



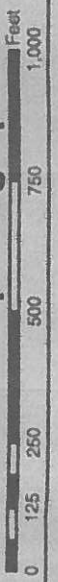
Lowcountry Open Land Trust
 485 East Bay Street
 Charleston, SC 29403
 (843) 577-6510

Map produced by L.O.L.T. Please refer to Charleston County TMS # 029-00-00-002, as well as the legal description and survey for more boundary details.






Brookland Plantation

2006 Orthophotograph



Legend BK M644Pg 741

-  Easement Boundary
-  Laurel Hill Road Buffer (150 ft.)
-  Shingle Creek Buffer (100 ft.)

BK M 644PG742

RECORDER'S PAGE

NOTE: This page MUST remain with the original document



FILED

November 20, 2007
3:48:14 PM

BK M 644PG727

Charlie Lybrand, Register
Charleston County, SC

Filed By:

LOWCOUNTRY OPEN LAND TRUST
485 E BAY ST
CHAS SC 29403

Number of Pages:

16

DESCRIPTION	AMOUNT
ESMT	\$ 21.00
Postage	
TOTAL	\$ 21.00

DRAWER:

B - ECP

DO NOT STAMP BELOW THIS LINE