

CYNTHIA B FORTE
BERKELEY COUNTY
REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

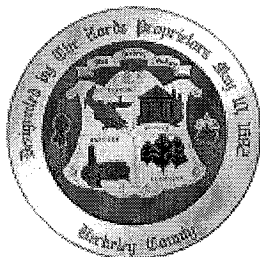
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Instrument #:	2017019540	Return To:	WOMBLE CARLYLE SANDRIDGE & RICE
Receipt Number:	59368		POST OFFICE BOX 999
Recorded As:	EASEMENT WITH CONSIDERATION		CHARLESTON, SC, 29402
Recorded On:	June 02, 2017	Received From:	WOMBLE CARLYLE SANDRIDGE & RICE
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Total Pages:	22		

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee:	\$27.00
Consideration:	\$166,650.00
County Tax:	\$183.70
State Tax:	\$434.20
Tax Charge:	\$617.90



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

File No: 89944.0003.8
WCSR ES / Lmy
P.O Box 999
Charleston, SC 29402

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

THIS GRANT OF CONSERVATION EASEMENT (hereinafter "Easement") is made this 31 day of May, 2017, by French Quarter Creek, LLC (hereinafter "Grantor"), having an address at 43 Wentworth Street, Charleston, SC 29401, in favor of the Lowcountry 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 (hereinafter the "Code") and not a private foundation under Code §509, with a business address at 43 Wentworth Street, Charleston, SC 29401.

WHEREAS, Grantor is the sole owner in fee simple of certain real property known as "French Quarter Creek" containing approximately four hundred and twenty-five (425) acres (#240-00-00-068), in Berkeley 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 possesses significant ecological and natural resources, open space and scenic value of great importance to Grantor, to Grantee and to the people of South Carolina and this nation, the protection of which will yield significant public benefit; and

WHEREAS, the Protected Property lies within the more than 815,000 acres of the Cooper, Ashley, Wando, and Sea Islands (CAWS) 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 commercial and recreational uses; and

WHEREAS, the CAWS Focus Area of South Carolina, has suffered a tremendous loss in recent years of critical ecosystems, scenic property, island hummocks and small islands, wetlands, natural forests, wildlife habitat, prime farm land and timber land, and other natural resources from increasing industrial, commercial and residential development; and

WHEREAS, the Protected Property drains into French Quarter Creek, a tributary of the East Branch of the Cooper River, and is situated within the Cooper River Corridor which is a significant region characterized by a variety of pristine habitats including forested uplands, tidal, emergent, and forested wetlands that collectively support wildlife and many species of birds; and

WHEREAS, the Protected Property is situated adjacent to the Cooper River Historic District, a 30,020-acre area centered along the East Branch of the Cooper River, which is a remarkably intact historic and cultural landscape and listed in the National Register of Historic Places, containing many existing and archaeological features from the eighteenth, nineteenth, and twentieth centuries; and

WHEREAS, the Protected Property is situated on and prominently visible from the public roadway of US Highway 41, having approximately 1 mile of highway frontage, and makes a significant contribution to the scenic and open space values derived from such public visibility; and

WHEREAS, the Protected Property is in an area designated as a "Core Critical Area" ("area containing high densities of priority habitats for conservation management and protection") by South Carolina conservation partners in the 1999 South Carolina Landscape Mapping Project; and

WHEREAS, the Protected Property is designated as being in a "Constrained Residential Growth" area in the 2010 Berkeley County Comprehensive Plan, an area that should remain rural in character and develop at low densities with high proportions of open space to conserve agricultural land, historically significant areas, and other natural features; thus, the restrictions and limitations set forth within this Easement for the Protected Property are pursuant to the goals, policies and strategies within the 2010 Berkeley County Comprehensive Plan, more specifically but not limited to "protection of agriculture and farmlands, including timberlands, from development pressures"; and

WHEREAS, the Protected Property is located within the bounds of the Cooper River Special Area Management Plan, developed in 2004 by a steering committee of representatives from Berkeley County, the Berkeley Soil and Water Conservation District, National Oceanic and Atmospheric Administration and SC Department of Health and Environmental Control Office of Ocean and Coastal Resource Management, and the conservation of this property is consistent with the goals within each of the three components of cultural resources management, water based recreation, and natural resources management; and

WHEREAS, the Protected Property has a diversity of relatively natural habitats including upland pine forest, forested wetlands, open fields and freshwater ponds, all of which can support a variety of floral and faunal species; and

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

WHEREAS, the Protected Property contains 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, plants and wildlife species; and

WHEREAS, the Protected Property is located in the Cooper River watershed which ultimately drains into the Charleston Harbor, and the Protected Property in its existing relatively natural condition contributes very little nonpoint source pollution to downstream waterways due to the quantity and quality of vegetation that allows for groundwater absorption, 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 is located in close proximity to other protected properties including Keystone, 1,682 acres located approximately 3,700 feet north on US Highway 41, as well as five additionally conserved properties totaling 1,747 acres, protected by Lowcountry Land Trust. Keystone is adjacent to the Francis Marion National Forest, approximately 259,000 acres owned by the United States Forest Service, as well as the Bennett Flatwoods and Canal Tracts, approximately 200 acres protected by Lord Berkeley Conservation Trust; and

WHEREAS, the Protected Property, in effect, extends the protective network and corridors that these surrounding private protected and public lands provide to diverse populations of plants and animals. This expansion and connectivity become more and more important over time as forestlands are increasingly fragmented; and

WHEREAS, the Protected Property is adjacent to multiple significant parcels with high conservation potential and impact to the Cooper River Historic District; and is located approximately 1.3 miles from the United States Forest Service's Francis Marion National Forest, which encompasses approximately 259,000 acres of managed timber and wildlife habitats, including longleaf pine forest which provides habitat for many species of birds, and is listed as an Important Bird Area designated by the American Bird Conservancy and National Audubon Society, which identifies sites that provide critical habitat for birds; and

WHEREAS, the Protected Property is in close proximity to Bonneau Ferry, approximately 11,000 acres managed by the South Carolina Department of Natural Resources for myriad recreational, timber and wildlife habitat uses.

WHEREAS, buffering Important Bird Areas, such as Francis Marion National Forest, supports the functional significance of the Important Bird Areas and is also supported by the South Atlantic Migratory Bird Initiative Implementation Plan; and

WHEREAS, the Protected Property is located within the proclamation boundary of the Francis Marion National Forest; and

WHEREAS, the protection of this property is pursuant to the South Carolina right-to-farm law (SC Code §46-45-10) which states in part “The policy of the State is to conserve, protect, and encourage the development and improvement of its agricultural land and facilities for the production of food and other agricultural products,” and

WHEREAS, the protection of this property is pursuant to the SC agricultural use exemption (SC Code §12-43-220) which provides a preferential tax exemption for agricultural land in order for such lands to remain in productive agricultural uses; and

WHEREAS, the specific Conservation Values, as detailed in the Recitals above and outlined in Paragraph 1 below, 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, 2015 NAIP 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 Easement and is intended to serve as an objective point of reference from which **Grantee** shall monitor and enforce compliance with the terms of this Easement; and

WHEREAS, **Grantor** believes that through this Easement, the natural 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 continued use and enjoyment; and

WHEREAS, **Grantor** intends to preserve and protect the Conservation Values, as detailed in the Recitals above and outlined in Paragraph 1 below, 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 this 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

WHEREAS, this Easement contains the conservation purposes pursuant to the Act, as outlined therein and stated below:

- (A) “retaining or protecting natural, scenic, or open-space aspects of real property”;
- (B) “ensuring the availability of real property for agricultural, forest, recreational, educational, or open-space use”;
- (C) “protecting natural resources”;
- (D) “maintaining or enhancing air or water quality”.

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 pursuant to Code §170(h) and in the regulations promulgated thereunder by the United States Department of the Treasury (hereinafter “Treasury Regulations”) as follows:

(I) Protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem within the meaning of Code §170(h)(4)(A)(ii) which will yield a significant public benefit, including the protection of habitats and water quality and the public benefits described in the recitals to this Easement; and

(II) Preservation of open space (including farmland and forest land) within the meaning of Code §170(h)(4)(A)(iii)(I) for the scenic enjoyment of the general public which will yield a significant public benefit, including the opportunities for scenic enjoyment and the public benefits described in the recitals to this Easement; and

(III) Preservation of open space (including farmland and forest land) within the meaning of Code §170(h)(4)(A)(iii)(II) pursuant to clearly delineated Federal, state, or local governmental conservation policies which will yield a significant public benefit, including the policies and public benefits described in the recitals to this Easement.

WHEREAS, **Grantor** and **Grantee** agree these purposes can be accomplished by voluntarily placing perpetual 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; and

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

NOW, THEREFORE, in consideration of the above and in further consideration of the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of South Carolina, the **Grantor** hereby voluntarily grants and conveys to **Grantee** this Easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth. **Grantor** herein declares that the Protected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, and restrictions hereinafter set forth, which covenants, conditions, and restrictions shall be deemed to run with the land in perpetuity and to be a burden on the Protected Property in perpetuity.

1. **Purpose.** The purpose of this Easement (hereinafter the "Purpose") is to protect the Conservation Values (detailed in the Recitals above and outlined below) and to preserve the Protected Property for the continuation of historic and traditional uses and activities, as well as other limited uses, provided no such uses significantly impair or degrade the Conservation Values. The Conservation Values of the Protected Property include the following:

- 1) Open space for agriculture and/or forestry use,
- 2) Relatively natural habitat and biological diversity,
- 3) Preservation or enhancement of downstream water quality, especially French Quarter Creek, East Branch of the Cooper River, and Cooper River,
- 4) Scenic views of the Protected Property from US Highway 41.

The protection of these Conservation Values by stewardship, enforcement, and monitoring in perpetuity is set forth in this Easement.

This Purpose is to ensure that the Protected Property will be retained in perpetuity predominantly in its relatively natural and scenic condition for conservation purposes and to prevent any use of the Protected Property that would significantly impair or interfere with the Conservation Values of the Protected Property, while allowing for limited low-impact rural residential, recreational, agricultural, forestry and other open-space uses of the Protected Property that are compatible with and not destructive of those Conservation Values. It is the intent of the parties that Grantor will not perform, nor knowingly allow others to perform, any act on or affecting the Protected Property that is inconsistent with the Purpose of this Easement. Grantor understands that nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Protected Property imposed by law.

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, at reasonable times, with reasonable notice, in order to monitor compliance with this Easement and to further document natural

and manmade features of the Protected Property. The **Grantee** shall limit entry to annual visits (after completion of the Baseline Documentation) unless the **Grantee** has reason to believe there is a violation of the terms of this Easement. **Grantee** shall not unreasonably interfere with **Grantor's** quiet use and enjoyment 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 Purpose;

(D) Right to Require Restoration. To require **Grantor** 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 Purpose to include third party activities.

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 and/or sale of plant or animal products produced 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. Notwithstanding the above, aquaculture and/or mariculture activities must have **Approval**.

Agricultural Structure shall be defined as any building designed to be used or currently used in conjunction with permitted **Agricultural Activities** or **Forest Management Practices**, 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 permitted through Discretionary Consent as described in Paragraph 9. The rationale for requiring the **Grantor** to receive **Approval** is to afford **Grantee** an adequate opportunity to evaluate the activities in question to confirm if they are designed and will be carried out in a manner that is not inconsistent with the Purpose of this Easement. **Approval** shall not be unreasonably withheld by the **Grantee**. **Approval** does not relieve **Grantor** of the obligation to obtain all other necessary permits, consents and approvals.

Building Height shall be measured, for the purposes of any permitted structure, from ground elevation 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.

Cabin shall be defined as a dwelling having sleeping quarters, sanitary facilities, and cooking facilities, which is available for temporary residential use or occupancy on the Protected Property by the **Grantor** or guests or employees of the **Grantor**, in conjunction with activities permitted by and/or contained in this conservation easement. A **Cabin** is separate and distinct from a **Residential Structure**, and subject to limitations in Paragraph 5(B).

Equine Activities shall be defined as activities directly related to breeding, raising, training, showing, boarding, pasturing and grazing of horses, as well as other typical low-impact equestrian activities including sales, horseback riding and husbandry, consistent with a private equine operation.

Feedlot shall be defined as any confined area or facility for feeding livestock for commercial purposes, or 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.

Forest Management Plan shall be defined as a written plan subject to periodic updates, in accordance with the Best Management Practices as determined by the South Carolina Forestry

Commission. The **Forest Management Plan** shall be made available upon request by **Grantee**, and agreed upon by both **Grantor** and **Grantee**, and kept on file with **Grantee**. The **Forest Management Plan** outlines **Forest Management Practices** on the Protected Property, and shall be compatible with the terms of this Easement and shall not significantly impair or degrade any of the Conservation Values of the Protected Property at the property level.

Forest Management Practices shall be defined as the production, improvement and maintenance of forest lands for timber production and commercial harvesting, wildlife management, aesthetics or any other purpose. **Forest Management Practices** include silvicultural practices, which are used to control the establishment, growth, composition, health, quality and utilization of forestlands for multiple-use purposes and include, but are not limited to, harvesting, thinning, reforestation, competition control, prescribed fire or fire breaks.

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, their or its) personal representatives, heirs, successors, assigns, and subsequent owners of record.

Impervious Surface shall be defined as a hard surface area which either prevents or significantly retards the entry of water into the soil mantle at a rate lower than that present under natural conditions prior to development. Impervious surfaces can include, but are not limited to, roof tops, walkways, patios and decking, enclosed and unenclosed porches, paved driveways, paved parking lots, covered storage areas, concrete or asphalt paving, swimming pools, or other surfaces which similarly impede the natural infiltration of surface and stormwater runoff. **Impervious Surface** specifically excludes ground surfaces covered with sand, gravel, shell sand, crushed stone, or other similar traditional permeable materials. The use, installation, and/or introduction of new products and/or technologies for pervious surfaces (those surfaces which allow for the direct percolation of water into the soil surface), requires prior **Approval** from the **Grantee**. **Approval** will be case by case and all requests for the use, installation and/or introduction of such new products and/or technologies must be accompanied by the appropriate research, data and information on the material for **Grantee** to accurately evaluate the proposed product and/or technology.

Notice shall be defined as a written communication, not a request for **Approval**, prior to undertaking a permitted activity, as defined in Paragraph 21.

Recreational Structure shall be defined as any building designed or used in conjunction with recreational activities on the property, and shall not include any structure used as a permanent or temporary **Residential Structure**.

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 **Residential Structure**.

Request for Approval shall be defined as a written request by **Grantor** for **Approval** by **Grantee** of a defined activity proposed by the **Grantor**.

Residential Structure shall be defined as any dwelling having sleeping quarters, sanitary facilities, and cooking facilities, which constitutes temporary or permanent residential use or occupancy on the Protected Property by the **Grantor**, permitted lessee, and guests or employees of the **Grantor** or permitted lessee.

Significant Tree shall be defined as any live oak having a diameter at breast height (DBH) of eighteen (18) inches or greater.

Subdivided Tract shall be defined as a legally divided, transferable parcel of land having a unique tax identification number according to Berkeley County real property tax records.

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

Wetlands shall be defined as “those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions,” as stated in the United States Army Corps of Engineers Wetlands Delineation Manual (1987, or as amended).

4. **Reserved Rights.** Grantor reserves all the rights, uses and activities (collectively, the “Reserved Rights”) inherent in fee simple ownership of the Protected Property in its entirety, subject to the specific Restrictions and Limitations of Paragraph 5, which are included to accomplish the Purpose of this Easement stated in Paragraph 1. 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 Purpose of this Easement stated in Paragraph 1.

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

(A) **Subdivision.** The Protected Property is currently composed of one (1) tract, which is Berkeley County TMS #240-00-00-068. **Subdivision** is limited to the reconfiguration and division of the Protected Property into a maximum of two (2) **Subdivided Tracts**. The configuration of each such **Subdivided Tract** shall be at the Grantor’s discretion. Grantor shall allocate Reserved Rights among such **Subdivided Tracts** at the time of each **Subdivision** with such allocation being specifically described and noted in the deed transferring ownership of any **Subdivided Tract**, specifically quantitative Reserved Rights including allowances for **Impervious Surface, Residential Structures**, Boardwalks, Ponds, or any other Reserved Rights as applicable within this Easement. Grantor shall give Notice to Grantee of any **Subdivision** or reconfiguration of a **Subdivided Tract**. Following a reconfiguration of a **Subdivided Tract**, the Grantor may, at any time, abandon or modify such reconfiguration and reconfigure the Protected Property into two (2) or fewer **Subdivided Tracts**. The Grantor shall not indirectly or practically divide 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, removal and replacement of **Residential Structures, Cabins, Related Outbuildings, Recreational Structures, Agricultural 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 one hundred thousand (100,000) square feet in the aggregate.
- II. Sixteen thousand (16,000) square feet of **Impervious Surface** shall be allocated specifically for the purpose of a covered riding arena for equine activities as permitted in this easement. This allocation is not transferable for any other use and is subject to the aggregate **Impervious Surface** limitation stated in Paragraph 5(B)(I).
- III. No **Residential Structure, Cabin, Related Outbuilding, Recreational Structure or Agricultural Structure** shall exceed thirty-five (35) feet in **Building Height**.
- III. **Residential Structures** shall be limited to four (4) such structures.
- IV. **Cabins** shall be limited to ten (10) such structures. Each cabin shall not to exceed one thousand (1,000) square feet of **Impervious Surface**. Total **Impervious Surface** for cabins shall not exceed five thousand (5,000) square feet.

V. **Related Outbuildings, Recreational Structures 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).

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

VII. No **Residential Structure, Cabin, Related Outbuilding, Recreational Structure or Agricultural Structure** shall be permitted in the Conservation Areas as outlined in Paragraph 5(D).

VII. Docks. Docks providing access to interior ponds or impoundments may be constructed, maintained, repaired, improved, removed or replaced.

IX. Boardwalks. Boardwalks sited within any freshwater **Wetlands** may be constructed, maintained, repaired, improved, removed or replaced, provided they shall be limited to walkways no wider than six (6) feet and associated observation platforms with a maximum of one thousand (1,200) square feet in the aggregate. There shall be minimal adverse impact to the freshwater **Wetlands** during construction.

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

Notwithstanding the above, **Grantor** retains the right to construct, maintain, improve, repair and replace wildlife observation towers (and/or shooting range towers); such towers in excess of twenty-five (25) feet in height shall not be visible from off the Protected Property when viewed from ground elevation.

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

US Highway 41 Buffer. In order to protect the scenic view along this public roadway, there shall be no **Impervious Surface** or structures (other than mailboxes, fencing and gates, utility and service lines for any permitted use under the terms of this Easement, other structures existing at the time of this Easement as documented in the Baseline Documentation), on that portion of the Protected Property within one hundred and fifty (150) feet of the legal or established right-of-way along US Highway 41. **Forest Management Practices** are permitted in the buffer consistent with **Forest Management Plan**. Any clearcutting within the buffer must be consistent with a habitat management practice and is subject to **Approval** by Grantee.

(D) Conservation Areas. The following areas, identified in Exhibit "B" and described in the Baseline Documentation, shall be subject to the following restrictions:

Longleaf Forest Conservation Area. Within this approximately one hundred and three (103) acre area there shall be no **Residential Structures, Cabins, Related Outbuildings, Recreational Structures or Agricultural Structures**. **Forest Management Practices** within this Conservation Area shall be outlined in the **Forest Management Plan**, and may accommodate equine activities. **Forest Management Practices** within the Conservation Area shall be designed in order to establish, improve, maintain and/or restore longleaf pine habitat. 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 governmental laws and 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.

Forested Wetland Conservation Area. In order to protect water quality and wildlife habitat within the existing wetland systems, as well as to provide an ecological transition zone for wildlife and water quality protection, within this approximately sixty-five (65) acre area there shall be no **Residential Structures, Cabins, Related Outbuildings, Recreational Structures or Agricultural Structures**.

Grantor reserves the right to engage in limited **Forest Management Practices**, provided the primary management prescription is single tree selective harvesting and/or activity intended to improve the overall health of the wetland system. **Forest Management Practices** within this Conservation Area shall be outlined in the **Forest Management Plan**. 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 governmental laws and 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.

(E) 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.

(F) Commercial Uses. There shall be no commercial uses, activities or structures, other than home-based business, 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. For the purposes of this Easement, **Agricultural Activities, Forest Management Practices** and the seasonal leasing of hunting, trapping and fishing rights shall not be considered commercial uses.

(G) Services. Construction of water wells, septic systems, and utility services, is limited to serve the allowed uses in Paragraph 4, subject to the Restrictions and Limitations of Paragraph 5, and subject to all applicable governmental laws and regulations.

Fuel storage tanks are limited to aboveground or underground gaseous (not liquid) fuel storage tanks and/or aboveground liquid fuel storage tanks to serve the allowed uses in Paragraph 4, subject to the Restrictions and Limitations of Paragraph 5, subject to all applicable governmental laws and regulations.

(H) Roads. Roads shall be limited to those required to facilitate the uses permitted by this Easement, provided there shall be no road constructed or covered with **Impervious Surface**. Maintenance of roads and roadside ditches shall be limited to standard practices for non-paved roads.

(I) Landscaping. Landscaping shall be limited to the management of vegetation associated with the uses allowed by this Easement, including but not limited to, mowing, pruning, trimming, and gardening. Structural elements of landscaping, including but not limited to walkways and patios, shall be subject to **Impervious Surface** restrictions and limitations as outlined in this Easement.

(J) Lighting. There shall be no exterior lighting of which the light source is visible from off the Protected Property at ground level; lights shall employ an opaque shield so as to prevent direct visibility of the light source from off the Protected Property. The purpose of this provision is to allow lighting on the property for safety and security and to minimize the impact of lighting on the relatively natural and scenic views of the Protected Property.

(K) Signs. Signs visible from off of the Protected Property shall be limited to a maximum of eight (8) square feet in size, individually. Signs shall be placed so as to minimally impact the scenic view as seen from any public roadway or waterway.

(L) Archeological and Paleontological Excavations. **Grantor** shall give **Notice to Grantee** prior to undertaking archeological or paleontological excavation. 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.

(M) Forestry Uses. A **Forest Management Plan** is required for the Protected Property when deemed appropriate by the **Grantee**. Forestry Uses are limited to those **Forest Management Practices** defined in the **Forest Management Plan**, or upon **Approval** from **Grantee**. **Grantor** shall provide **Notice to Grantee** of timber harvests. Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance with applicable

governmental laws and 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.

(N) Significant Trees. There shall be no activities that endanger the health or survival of **Significant Trees** without **Approval**.

(O) Agricultural Uses. **Agricultural Activities** are restricted to the recommended or accepted 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 Purpose.

(P) Equestrian Uses. **Grantor** reserves the right to engage in private equestrian activities as defined in this Easement, including but not limited to breeding, raising, training, showing, sales, pasturing, grazing, horseback riding and husbandry.

(Q) Pond(s). Enlargement of existing pond(s) and construction of new pond(s) shall be limited in size to ten (10) acres in the aggregate, shall be subject to prior **Approval** from the **Grantee**, which shall not be unreasonably withheld, and shall be in compliance with the Purpose as stated in Paragraph 1 and with all applicable local, state and federal statutes and regulations. The sale of extracted soil, sand, gravel or other materials produced in connection with the enlargement or construction of pond(s), or any other permitted or non-permitted use, is strictly prohibited in accordance with Paragraph 5(F) Commercial Uses and Paragraph 5(S) Mining.

(R) 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.

(S) 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 provided that following the mining activity, the site is returned to, or as closely as possible to, its previous state.

(T) Topography and Hydrology. There shall be no adverse material alteration of the topography or hydrology, unless otherwise provided for in Paragraphs 4 or 5.

(U) Refuse. There shall be no placing of refuse on the Protected Property of vehicle bodies or parts, or refuse not generated on the Protected Property. Temporary piles for collection of refuse generated on the Protected Property established between regular removals are permitted provided such piles do not contain hazardous substances, pollutants, or wastes and do not impair the Conservation Values of the Protected Property.

(V) Adverse or Inconsistent Uses. There shall be no other use or activity that is inconsistent with the Purpose of this Easement as stated in Paragraph 1.

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 Purpose, 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 shall 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** shall give immediate notice of the circumstances to **Grantor**, as described in Paragraph 21, and may immediately pursue its legal and equitable remedies under this Paragraph without waiting for the period provided for cure to expire. **Grantor** agrees that if such emergency arises, **Grantee** may obtain injunctive relief without the necessity of posting a bond.

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, and without the necessity of posting a bond. **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 (which includes 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 without limitation **Grantor**'s cost of the suit (which includes reasonable attorneys' fees) shall be borne by **Grantee**.

9. Discretionary Consent. If, owing to unforeseen or changed circumstances, any of the uses or activities prohibited under this Easement are deemed desirable by both **Grantor** and **Grantee**, **Grantee** may, in its sole discretion, give **Approval** for such uses or activities, subject to such limitations as it deems necessary or desirable and provided that **Grantee** may give **Approval** only if **Grantee** determines that such activities (i) are consistent with the Purpose of this Easement and (ii) 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. Furthermore, **Grantee** and **Grantor** have no right or power to agree to any use or activity that would result in the termination or extinguishment of this Easement.

10. 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.

11. **Grantor's Environmental Warranty.** The **Grantor** warrants that **Grantor** has no knowledge of the existence or storage of hazardous substances, pollutants, or wastes on the Protected Property or a release or threatened release of hazardous substances, pollutants 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.

12. **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, 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.

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

14. **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 payment of taxes. Furthermore, if the **Grantor** maintains general liability insurance coverage for the Protected Property, **Grantor** will be responsible for such costs.

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 wrongful or negligent activities of the indemnifying party on the Protected Property.

15. **Transfer Fee.** There shall be assessed by the **Grantee** a transfer fee equal to one (1) percent of the sales price and/or other consideration paid in connection with the transfer of any freehold or fee simple interest in the Protected Property, including but not limited to any conveyance by warranty deed, limited warranty deed, or quitclaim deed, sale, mortgage foreclosure, or conveyance in lieu of foreclosure. The transfer fee shall be paid to the **Grantee** on the date of the closing of the transfer.

Exemptions from assessment of transfer fee:

- (A) The sale of timber rights or products produced from permitted **Forest Management Practices** and/or permitted **Agricultural Activities** of such Protected Property.
- (B) Any transfer subsequent to the conveyance of this Easement:
 - I. Without consideration, or
 - II. To a spouse, a lineal descendant, an ancestor or ancestors, a spouse of a lineal descendent (collectively, "Immediate Family Members"), or
 - III. To or from a trust whose beneficiaries or presumptive beneficiaries are the **Grantor** or an Immediate Family Member, or both, or
 - IV. To an entity at least 50% of the equity interest of which is owned by **Grantor** or an Immediate Family Member, or
 - V. If the **Grantor** of this Easement is a corporation, limited liability company or a partnership, to an owner/partner/member of such entity or to an Immediate Family Member thereof, or
 - VI. To a charitable organization which is tax exempt under §501(c)(3), or
 - VII. Any transfer under a will, or
 - VIII. Any transfer implemented or effected by court order, except foreclosure, or
 - IX. Any transfer that corrects, modifies, or confirms a transfer previously made.
 - X. The first transfer of the Protected Property for consideration subsequent to the grant of this Easement, excluding the above-listed transfer fee exemptions.
- (C) If a creditor purchases the Protected Property at a foreclosure sale or takes title to the Property in lieu of foreclosure, the transfer fee shall be due and paid at the time the creditor takes title. The

transfer fee shall be based on the total bid for the Protected Property if purchased at a foreclosure sale or on the amount of the accrued indebtedness if the creditor accepts a deed in lieu of foreclosure. An additional transfer fee shall be due if the creditor who takes title through foreclosure or a deed in lieu of foreclosure sells the Protected Property for an amount higher than the amount subject to the transfer fee at the time the creditor took title; the additional transfer fee due shall be based on the additional amount alone, not the entire sales price. Creditor for purposes of this Paragraph shall include an assignee of the creditor who purchases the Protected Property at a foreclosure sale or takes a deed in lieu of foreclosure.

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 plus boot, if applicable, received at the time of such transfer. Market value of the Protected Property 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**.

Grantor grants **Grantee** a lien against the Protected Property for all or any part of the transfer fee that is unpaid at the time of the conveyance or assignment triggering the transfer fee. **Grantee's** lien shall be subordinate to this Easement and to the lien of any first mortgage on the Protected Property. **Grantee** shall have the right to record a notice of lien for such unpaid transfer fee. 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.

16. Extinguishment, Condemnation and Fair Market Value. If circumstances arise in the future that render the Purpose of this Easement 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. In the event of any extinguishment or termination of this Easement, any sale, exchange, or involuntary conversion of the Protected Property entitles **Grantee** to 30% percent of the gross sale proceeds, minus any amount attributable to the value of improvements made after the date of this Easement and allowed under this Easement, which amount shall be reserved to **Grantor**.

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 and as provided in this Paragraph. **Grantor** and **Grantee** shall divide the net proceeds after the payment of all expenses of the condemnation (minus any amount attributable to the value of improvements made after the date of grant of this Easement and allowed under this Easement, which amount shall be reserved to **Grantor**) in accordance to the ratio of the appraised value of this Easement to the fair market value of the Protected Property unrestricted by the Easement established as of the date conveyed.

For 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. All Proceeds received by the **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.

17. 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.. 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 Purpose of this Easement, shall not affect its perpetual duration, shall not permit additional development or improvements that would interfere with the essential scenic quality of the land (if applicable) or with any governmental conservation policy that is being furthered by this Easement donation (if applicable) and shall not permit any impairment of the Conservation Values, and shall be in accordance with the

Grantee's Policy on Amending and Restating Conservation Easements on file with the Grantee. Grantor and Grantee agree to 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 Berkeley County, South Carolina.

18. **Assignment.** The benefits of this Easement shall not be assignable by the **Grantee**, except if as a condition of any assignment, (i) 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 Purpose 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. Any assignment shall be in accordance with the **Grantee's** Policy on Assigning or Becoming a Secondary Conservation Easement Holder and Accepting Transfers or Transferring Conservation Easements on file with the **Grantee**. 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.

19. **No Extinguishment Through Merger.** **Grantor and Grantee** herein agree that should **Grantee** come to own all or a portion of the fee interest in the Protected Property, (i) **Grantee** as successor in title to **Grantor** shall observe and be bound by the obligations of **Grantor** and the restrictions imposed upon the Protected Property by this Easement; (ii) this Easement shall not be extinguished, in whole or in part, through the doctrine of merger in view of the public interest in its enforcement; and (iii) **Grantee** as promptly as practicable shall assign the **Grantee** interests in this Easement of record to another holder in conformity with the requirements of this Paragraph 19. Any instrument of assignment of this Easement or the rights conveyed herein shall refer to the provisions of this Paragraph 19, and shall contain language necessary to continue it in force. Further, no deed, transfer, or assignment shall be effective if it will result in merger, until a like conservation easement has been granted to avoid merger.

20. **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.

21. **Communication.** All **Requests for Approvals** shall be in writing and shall be deemed sufficiently given or rendered only when acknowledged in writing by **Grantee**. All **Notices** and other communications to **Grantee** may be communicated by United States Postal Service first class mail, hand courier, electronic mail or facsimile, and shall be deemed sufficiently given or rendered and effective only when acknowledged in writing by **Grantee**. All such correspondence and communications shall be addressed as follows:

If to Grantor :	French Quarter Creek, LLC c/o Lowcountry Land Trust 43 Wentworth Street Charleston, SC 29401
If to Grantor's Attorney:	Elizabeth Settle Womble Carlyle Sandridge & Rice, LLP 5 Exchange Street Charleston, SC 29401
If to Grantee :	Lowcountry Land Trust, Inc. 43 Wentworth Street Charleston, SC 29401

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 Paragraph 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. **Grantor** has the responsibility of promptly notifying **Grantee** of **Grantor's** current address and other contact information. **Grantor** shall promptly notify **Grantee** of (i) any changes of **Grantor's** address or other changes in **Grantor's** contact information, and (ii) the name, address, and contact information of any transferee of the Protected Property if **Grantor** conveys the Protected Property. Any communications or Correspondence by **Grantee** to or with **Grantor** sent to the last address provided by **Grantor** shall be deemed sufficient to provide notice to **Grantor**.

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

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

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

25. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of this Easement to uphold the Purpose as stated in Paragraph 1. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose that would render the provision valid should be favored over any interpretation that would render it invalid.

26. 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.

27. 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 Paragraph, Subparagraph, 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 the Easement interests herein described unto **Grantee** 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 and has the right to grant and convey this Easement, that the Protected Property is free and clear of any and all encumbrances, except existing easements of record and prescriptive easements, if any, and except for that certain mortgage dated March 4, 2015, and recorded March 4, 2015 in Volume 11243 at Page 300 in the ROD Office aforesaid which mortgage has been subordinated to this Easement and that the **Grantee** 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 duplicate original copies of this Easement under seal on the day and year first above written.

EXHIBIT A

Legal Description and Derivation of Protected Property

Section 1:

ALL that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in the County of Berkeley, State of South Carolina, shown and designated as Section 1, 332.29 AC., on a plat entitled: "Plat Of The Keystone/Walnut Grove Tract, Containing 4478.28 Acres Owned by International Paper Realty Corporation, Keystone Preserve, Near Huger, St. Thomas Parish, Berkeley County, S.C." prepared by Thomas & Hutton Engineering Co., dated November 10, 2004, and recorded December 22, 2004, in Plat Cabinet Q Page 310-C, in the ROD Office for Berkeley County, South Carolina.

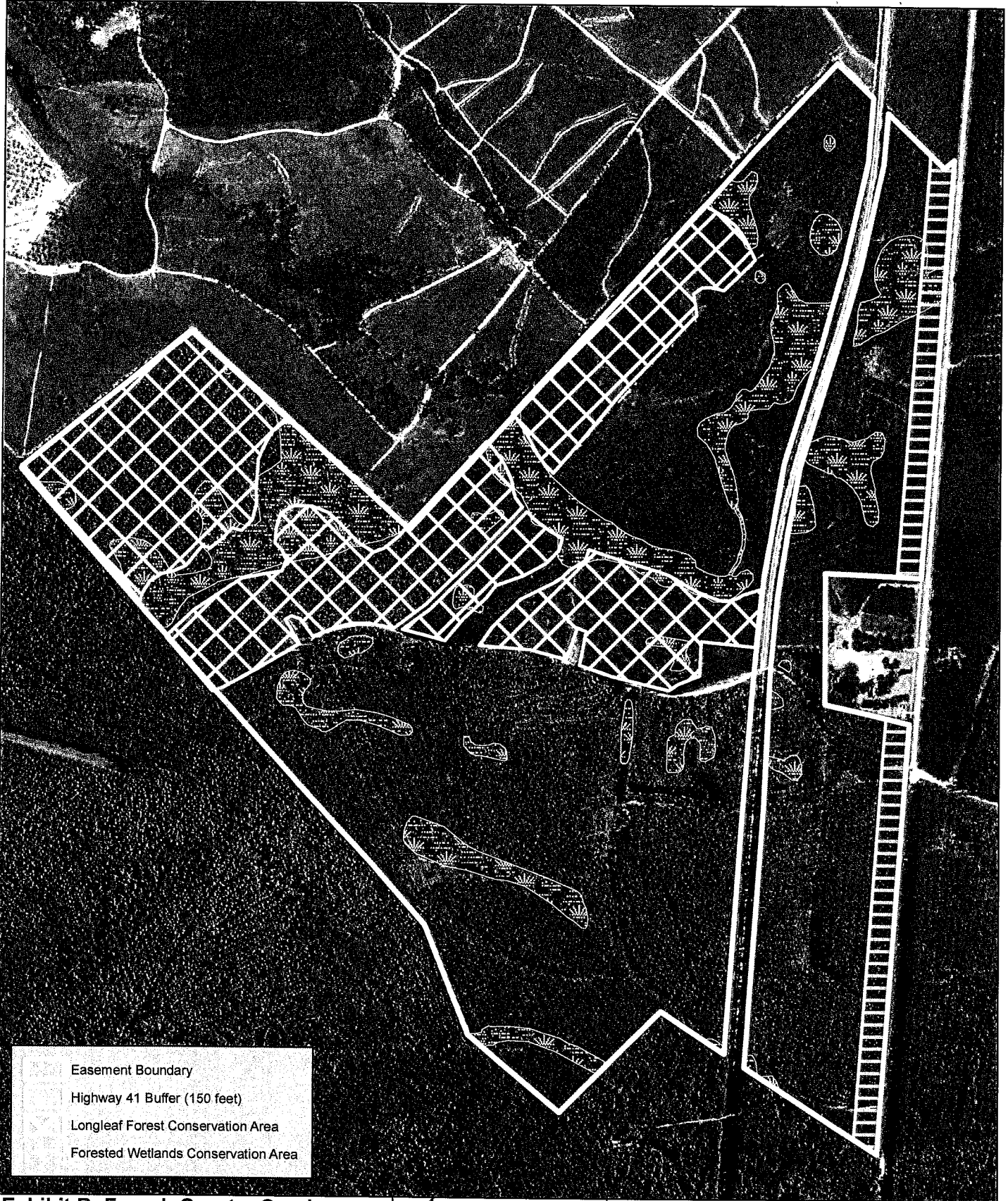
Section 2:

ALL that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in the County of Berkeley, State of South Carolina, shown and designated as Section 2, 92.62 AC., on a plat entitled: "Plat Of The Keystone/Walnut Grove Tract, Containing 4478.28 Acres Owned by International Paper Realty Corporation, Keystone Preserve, Near Huger, St. Thomas Parish, Berkeley County, S.C." prepared by Thomas & Hutton Engineering Co., dated November 10, 2004, and recorded December 22, 2004, in Plat Cabinet Q Page 310-C, in the ROD Office for Berkeley County, South Carolina.

Portion of TMS #240-00-00-068

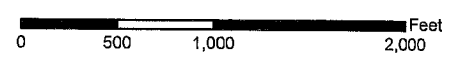
Grantee's Address: 43 Wentworth Street
Charleston, SC 29401

EXHIBIT B



- Easement Boundary
- Highway 41 Buffer (150 feet)
- Longleaf Forest Conservation Area
- Forested Wetlands Conservation Area

Exhibit B: French Quarter Creek
Map produced by LLT for presentation purposes. Easement boundary created by LLT from modified 2016 Berkeley County parcel data. NAIP 2015 imagery shown.



STATE OF SOUTH CAROLINA }
COUNTY OF BERKELEY _____ } AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property was transferred by French Quarter Creek, LLC to Lowcountry Land Trust, Inc. on May, 2017.

- 3. Check one of the following: The **Grant of Conservation Easement** is
 - (A) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) _____ exempt from the deed recording fee because (See Information section of affidavit): _____ (Explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):

- (A) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$166,650.00
- (B) _____ The fee is computed on the fair market value of the realty which is _____
- (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

- 5. Check YES _____ or NO to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____

- 6. The deed recording fee is computed as follows:

- (A) Place the amount listed in item 4 above here: _____ 166,650.00
- (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
- (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____ 166,650.00

- 7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: 617.90

- 8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as: Seller.

- 9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

French Quarter Creek, LLC
By: Lowcountry Land Trust, Inc.
Its: Sole Member

By: Azley Demosthenes
Its: President & CEO
By: A. Truitt Walker
Its: Secretary

Sworn this 31 day of May, 2017

Notary Public for South Carolina

Name: Bruce E. Binney

My Commission Expires: July 24, 2025

