

ASSESSOR'S OFFICE
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200400002428
Filed for Record in
HAMPTON COUNTY SC
MYLINDA NETTLES
10-28-2004 At 01:41 pm.
D-DEED 4036.10
Book 294 Page 124 - 147

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)

SPECIAL WARRANTY DEED

Instrument Book Page
200400002428 294 124

200400002428
BARR, LINGER & MCINTOSH LLC
PO BOX 1037
CHARLESTON, SC 29402

KNOW ALL MEN BY THESE PRESENTS, That, **The Nature Conservancy**, a corporation organized under the laws of the District of Columbia, (the "**Grantor**") in consideration of the sum of One Million Eighty-Three Thousand and no/100 (\$1,083,000.00) Dollars, to it in hand paid at and before the sealing of these presents, by **Salkehatchie Woods, LLC**, (the "**Grantee**") the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, unto the said **Salkehatchie Woods, LLC**, its successors and assigns forever, the following described property, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR LEGAL DESCRIPTION OF THE PROPERTY.

The said property is conveyed SUBJECT TO THE RESERVATION of the Conservation Easement which is attached hereto as EXHIBIT B and incorporated herein by reference, entitled "RESERVATION OF CONSERVATION EASEMENT", and SUBJECT TO the PERMITTED EXCEPTIONS set forth on EXHIBIT C attached hereto and incorporated herein by reference.

Grantee's Address: P.O. 668
Charleston, SC 29402

200400002428
MYLINDA NETTLES
COUNTY CLERK
HAMPTON COUNTY SC
10-28-2004 01:41 pm.
REC FEE: 29.00
STATE TAX \$ 2815.80
COUNTY TAX \$ 1191.30

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned, subject to the Reservation of Conservation Easement attached hereto as Exhibit B and made a part hereof and the Permitted Exceptions set forth in Exhibit C attached hereto and made a part hereof, unto the said **Salkehatchie Woods, LLC**, its successors and assigns forever.

And the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the said property, unto the said **Salkehatchie Woods, LLC**, its successors and assigns, against itself and its successors and all persons whomsoever lawfully claiming or to claim the same, or any part thereof, by or through the Grantor, but not otherwise; provided, however, that this conveyance is made in gross and not by the acre and is further made subject to and there are hereby excepted from the covenants and warranties hereinabove set forth, the matters set forth in Exhibit C attached hereto and made a part hereof as well as the Reservation of Conservation Easement attached hereto as Exhibit B and made a part hereof.

RECORDED THIS 28th DAY
OF October 2004
IN BOOK 294 PAGE 124
AUDITOR David Hill Williams COUNTY, S.C.

EXHIBIT A
LEGAL DESCRIPTION
Hampton County- Fogle Tract

ALL that certain piece, parcel or tract of land, situate, lying and being in the County of Hampton, State of South Carolina, containing 1,125 acres, more or less, according to plat recorded in the Office of the Clerk of Court for Hampton County in Plat Book 10, at Page 61, and according to said plat described as follows: Commencing at a point on the Old Salkehatchie Road, thence proceeding North 46° East for a distance of 341 feet to a Chinaberry Tree; thence turning and proceeding North 38°35' East for a distance of 2,420 feet to a Gum Tree; thence proceeding North 37°30' East for a distance of 172 feet to an Ashe Tree; thence proceeding North 38° East for a distance of 802 feet to a Gum Tree; thence North 38°30' East for a distance of 1,261 feet to a Cypress Tree; thence North 39° East for a distance of 958 feet to a Gum Tree; thence North 39°30' East for a distance of 1,759 feet to a Pine Tree; thence North 38°15' East for a distance of 1,822 feet to an Oak Tree; thence North 37°50' East for a distance of 351 feet to a Cypress Tree; thence North 38°30' East for a distance of 372 feet to Gum Tree; thence North 38° East for a distance of 208 feet to a Willow Tree; thence turning and running generally in a Southerly direction along the run of the Salkehatchie River to a point marked by a concrete marker.

Then One returns to the point of beginning and proceeds in a Southerly direction along the Old Salkehatchie Road South 19° East for a distance of 288 feet; thence South 14°45' East for a distance of 831 feet to a concrete marker on the run of a branch; thence turning Easterly along the run of said branch to an iron and concrete marker; thence proceeding from said markers North 98°45' East for a distance of 359 feet to a concrete marker on a dam; thence turning along said dam South 51° East for a distance of 330 feet to a concrete marker; thence turning and proceeding North 63°45' East for a distance of 1,058 feet to a concrete marker; thence North 36°40' East for a distance of 1,288 feet to a concrete marker; thence turning South 55° East for a distance of 970 feet to a concrete marker; thence turning South 32°15' East for a distance of 2,130 feet to a concrete marker; thence turning and proceeding North 36°45' East for a distance of 1,242 feet to a concrete marker; thence North 41° East for a distance of 1,200 feet; thence North 33°10' East for a distance of 267 feet to a concrete marker; thence North 41°20' East for a distance of 423 feet to an Oak Tree; thence North 39°15' East for a distance of 410 feet to a Gum Tree; thence North 31°30' East for a distance of 61 feet to a Maple Tree; thence North 40° East for a distance of 459 feet to a Gum Tree; thence North 38°45' East for a distance of 412 feet; thence North 40° East for a distance of 166 feet to an Oak Tree; thence North 40°30' East for a distance of 321 feet to a Hickory Tree; thence North 37°45' East for a distance of 168 feet to a Hickory Tree; thence North 40°30' East for a distance of 183 feet to an Oak Tree; thence North 30° East for a distance of 245 feet to a Gum Tree; thence North 41° East for a distance of 137 feet to a concrete marker on the bank of the Salkehatchie River referred to above.

SAID property as a whole being bounded as follows: On the NORTHEAST by the run of the Big Salkehatchie River; on the SOUTH and SOUTHEAST by property now or formerly of B.L. McTeer, M.O. Lane, Jr., and Donald Crews; on the SOUTHWEST by the Old Salkehatchie Road; and on the NORTHWEST by property of R.L. Connelly.

LESS AND EXCEPTING THEREFROM the following described tract of land conveyed by Georgia-Pacific Corporation to South Carolina Public Service Authority by deed dated January 15, 1981, and recorded February 23, 1981, in Book D77, at Page 14, in the Office of the Clerk of Court for Hampton County, South Carolina:

All that certain piece, parcel or tract of land situate, lying and being in the County of Hampton, State of South Carolina, containing twenty two and fifty four-hundredths (22.54) acres, more or less, and shown as "proposed Yemassee 230 k. v. switching station site" for the South Carolina Public Service Authority by S.H. Harrelson, R.L.S., dated August 2, 1979, whereupon said tract is shown to be bounded and measure as follows: Beginning at a concrete monument old on the eastern side of Highway S-25-44 and running N68°06'08" W 69.66 feet; thence N83°47'59" W 113.70 feet; thence S85°56'37" W 172.85 feet; thence S63°50'55" W 163.31 feet; thence N74°54'35" W 97.70 feet; thence N01°18'47" W 74.49 feet; thence N71°20'29" W 50.35 feet; thence N31°09'59" W 66.42 feet; thence N68°44'29" W 66.36 feet; thence N36°05'29" W 123.87 feet; thence S88°27'07" W 118.18 feet; thence N16°50'53" W 20.79 feet, with the run of the branch being the line; thence turning and running N17°58'13" E 538.74 feet; thence turning and running N51°04'17" W 1,566.27 feet to a new iron pipe; thence turning and running S48°14'00" W 195.66 feet to a concrete monument old on the eastern of side of Highway S-25-44; thence turning and running with said highway S15°19'00" E 478.60 feet to a new iron pipe; thence continuing S12°14'30" E 651.30 feet to the point of beginning, and being bounded on the northwest by lands now or formerly of B.L. McTeer, on the northeast and east by other lands of Georgia-Pacific Corporation, on the southwest by lands of Margaret Roberts and on the west by Highway S-25-44.

AND ALSO LESS AND EXCEPTING THEREFROM any portion of the above described property lying within the 66' wide right of way of Highway S-25-44.

The above describe property being a portion of the property conveyed to The Nature Conservancy by deed of Plum Creek Timberlands, L.P., a Delaware limited partnership, dated October 1, 2004, and recorded on October 5, 2004, in Deed Book 293, at Page 180, in the Office of the Hampton County Clerk of Court.

TMS # 196-00-00-019

TOGETHER WITH that certain perpetual, non-exclusive easement for ingress and egress to and from the above describe property, with the said easement measuring fifty feet (50') in width and approximately four hundred forty-four feet (444') in length, more or less, and being more fully described in that certain Easement granted by the South Carolina Public Service Authority to Plum Creek Timberlands, L. P., dated February 26, 2004, and recorded on March 23, 2004, in Book 287, at Pages 45-49, in the Office of the RMC for Hampton County, South Carolina, which is incorporated herein by reference. This easement is being transferred to the Grantee herein subject to all of the terms and conditions thereof, with the Grantee herein, by acceptance of this transfer, conveyance and assignment of the said easement, agreeing to be bound by the said terms and conditions which the Grantee acknowledges to be covenants and conditions running with the said easement in perpetuity. This easement was transferred to the Grantor herein in the above referenced deed of Plum Creek Timberlands, L.P., a Delaware limited partnership, dated October 1, 2004, and recorded on October 5, 2004, in Deed Book 293, at Page 180, in the Office of the Hampton County Clerk of Court.

EXHIBIT B
TO DEED FROM THE NATURE CONSERVANCY TO SALKEHATCHIE WOODS, LLC

RESERVATION OF CONSERVATION EASEMENT

The property described in the deed to which this exhibit is attached (hereinafter referred to as the "Property") is a natural habitat of fish, wildlife, plants and ecological communities. Specifically, the Property is habitat for bottomland hardwoods, blackwater stream swamp, upland pine communities, neotropical migratory songbirds, waterfowl, colonial wading birds and other native wildlife. The characteristics of the Property, its current use and state of improvement are described in a report entitled Baseline Report of Salkahatchie Woods, dated August 24, 2004 prepared by The Nature Conservancy for Salkehatchie Woods, LLC. The Nature Conservancy and Salkehatchie Woods, LLC, as grantee have the common desire and purpose to protect the conservation values of the Property described above and in the Baseline Report and wish to create a conservation easement in favor of The Nature Conservancy pursuant to the South Carolina Code, Sections 27-8-10 et. seq.

NOW, THEREFORE, The Nature Conservancy (referenced to herein as the "Holder") hereby reserves and retains a conservation easement in perpetuity over the Property of the nature and character as set forth below. Salkehatchie Woods, LLC, as grantee of the Property (referenced to herein as "Owner") hereby accepts the Property subject to this Reservation of Conservation Easement.

1. **PURPOSE.** The purpose of this Conservation Easement is to ensure that the Property will be retained forever predominantly in its natural, scenic condition; to protect native plants, animals, or plant communities on the Property; to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property described above and in the documentation report, while allowing for traditional uses on the Property that are expressly permitted in this Conservation Easement and defined herein.

Specifically, the purpose of this Conservation Easement is to ensure the long term viability and conservation of the species and communities found on the Property including green ash-elm-sugarberry bottomland hardwoods and small blackwater stream swamp.

Owner will not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the purposes of this Conservation Easement. However, unless otherwise specified below, nothing in this Conservation Easement shall require the Owner to take any action to restore the condition of the Property after any act of God or other event over which Owner had no control. Owner understands that nothing in this Conservation Easement relieves them of any obligation or restriction on the use of the Property imposed by law.

2. **PROPERTY USES.** Any activity on or use of the Property inconsistent with the terms and purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following is a listing of activities and uses which are expressly allowed or which are expressly prohibited.

2.1 Subdivision. The Owner may subdivide the Property, at the Owner's option, into a maximum of two (2) parcels. The Property may not be further divided, subdivided or partitioned. Owner acknowledges that Holder makes no representations regarding any governmental regulations or requirements for subdivision.

2.2 Transfer. Owner shall have the right to sell, give, mortgage, lease, or otherwise convey the Property subject to the terms of this Conservation Easement.

2.3 Development. With written notice to the Holder as set forth below, Owner shall have the right to develop improvements on the Property as follows:

- (i) To construct and maintain a maximum of one (1) new, single family residential dwelling on each of the two (2) subdivided parcels. Each such dwelling shall not exceed 5,000 square feet of heated floor space in size and each shall be in compliance with county height restrictions. Each such dwelling shall be set back a minimum of 200 feet from the parcel boundary lines. Outdoor lighting shall be placed and shielded so as to minimize the impact on surrounding areas.

- (ii) To construct and maintain a maximum of one (1) new manager's residence on each of the two (2) subdivided parcels. Each such manager's residence shall not exceed 2,500 square feet of heated floor space in size and each shall be in compliance with county height restrictions. Each manager's residence shall be set back a minimum of 200 feet from the parcel boundary lines.
- (iii) To construct and maintain driveways and associated culverts, access roads, roadside ditches and walkways necessary to accommodate the improvements and their use as set forth above, provided such improvements are constructed in accordance with local, state and federal laws. All access roads and walkways shall be of a permeable material, unless otherwise required by governmental authorities having jurisdiction over the subdivision of the Property. Clearing of roads and walkways shall be performed in a manner in keeping with the Purposes of this Easement, as set forth in paragraph 1 herein.
- (iv) To construct and maintain sheds and other accessory buildings, including equipment sheds which are typical of a lowcountry plantation, to provide needed services for the permitted structures. The collective square footage of the floor space of such sheds and all accessory buildings is not to exceed 7,000 square feet on each of the subdivided parcels. All accessory buildings shall be set back a minimum of 200 feet from the parcel boundary lines. Such sheds and other accessory buildings may not be used as dwelling units.
- (v) To drill wells and install septic tanks for each residence constructed on the Property in accordance with this Conservation Easement, together with other necessary utilities to serve these structures, provided such improvements are constructed in accordance with local, state and federal laws.
- (vi) To construct, repair and maintain a total of no more than one (1) new dock not to exceed 200 square feet (with or without railings) on each of the two (2) subdivided parcels. Owner may not moor any boats for use as additional residences on this dock or on any other portion of the Property. Further, Owner has the right to reconstruct, reconfigure, repair and maintain (which

may include excavation) existing boat ramps on the Property in accordance with this Conservation Easement and applicable laws and regulations.

Holder's Consent. Prior to beginning construction of allowed improvements Owner shall submit site plans to the Holder for its review. The plans shall be sufficiently detailed to allow the Holder to fully evaluate the construction's conformance to this Conservation Easement. No construction of the improvements may take place until the Holder reviews and approves the plans. The plans will be deemed approved unless the Holder objects in writing, within thirty (30) days of receipt of complete plans, setting forth with specificity the Holder's grounds for objections. Holder agrees that if the new construction is consistent with the terms and provisions of this Conservation Easement, Holder's approval shall not be unreasonably withheld.

Mediation. If a dispute arises between the parties concerning the approval of the plans either party may refer the dispute to non-binding mediation by request made in writing to the other. Within forty-five (45) days after the receipt of such a request, the parties shall select a single mediator to hear their contentions and to seek to resolve their differences. If the mediator has not been able to resolve the parties differences within ninety (90) days after his selection, then the parties may pursue other methods of resolving their dispute.

Prohibition of Other Construction. No other structures or improvements may be placed or constructed on or above the Property except as expressly permitted by this Conservation Easement. No additional docks or landings shall be constructed on the Property.

2.4 Existing Improvements. Owner shall have the right to maintain, remodel, and repair existing structures, water tanks, fences, corrals, water wells, dams, ponds, utilities, roads, roadside ditches and other improvements, and in the event of their destruction, to

reconstruct any such existing improvements with another of similar size, function, capacity, location and material.

2.5 Right to Undertake Uses Not Prohibited. Owner shall have the right to undertake or continue any activity or use of the Property not prohibited by this Conservation Easement.

2.6 Agricultural Use. Owner shall have the right to i) breed, raise, pasture and house domestic or farm animals in existing fields and pastures and allowed improvements, ii) plant, raise and harvest crops in existing fields on the Property, and iii) perform primary processing, provide storage and engage in the sale, including direct sales to the public, of crops and products harvested and produced principally on the Property. No level of grazing may be allowed that would result in an unreasonable deterioration of the pastures or other conservation values of the Property. Owner may not establish or maintain any commercial feedlot on the Property which is defined for the purpose of this Easement as a confined area or facility within which the land is not grazed or cropped at least annually and which is used to receive livestock that has been raised off the Property for feeding and fattening for market. Existing fields are defined for the purpose of this Easement as those fields used for agricultural activities at the time of recordation of this Conservation Easement, as identified in the Baseline Report. Except as expressly permitted herein, there shall be no additional clearing of land to add to the area of the existing fields. When existing fields cease to be used for agricultural purposes or maintained as open fields, they may be allowed to revert to natural habitat and/or restored to natural habitat through re-vegetation of native plant species.

2.7 Timber Harvest. Pursuant to a Silviculture Plan, prepared by a registered forester and reviewed by Holder, Owner shall have the right to harvest and replant timber on the Property for commercial purposes. The Silviculture Plan shall be designed to maintain a mosaic of uneven age timber stands, a healthy bottomland hardwood forest, soil stability, water quality and protect the other conservation values of the Property. Pursuant to the same Silviculture Plan, Owner shall also have the right to cultivate, burn, and harvest and selectively cut trees or vegetation and mow fields for habitat enhancement and protection, fire control, maintenance of trails, roads, ditches and dikes, tick and mosquito control

(subject to federal and state regulations and in accordance with the best management practices accepted by the South Carolina Forestry Commission), preservation of vistas or otherwise preserve the conservation values. Owner may also cut timber on the Property to establish fire breaks and to provide firewood for residences allowed on the Property and for maintaining allowed structures and improvements on the Property, such as residences, barn, corrals, fences, etc. Silvicultural practices shall conform to the most current Best Management Practices established by the South Carolina Forestry Commission. Reintroduction of longleaf pine on upland areas is encouraged.

2.8 Clearing. Pursuant to a Silviculture Plan reviewed by the Holder, Owner may create and cultivate agricultural and wildlife food plots on the Property and clear additional areas as follows: (a) Within the area of existing planted pine up to 50% of the area may be cleared and cultivated for agriculture, horticulture, pastures, wildlife food plots and residential landscaping, provided no cleared area exceeds 40 acres in size (areas clear cut and subsequently replanted shall not count against the 50% limitation); and (b) within the existing natural pine and mixed pine hardwood and hardwood stands up to 15% may be cleared for wildlife food plots and agricultural uses in individual units not to exceed 10 acres in size. The reintroduction of longleaf pine on the upland areas is encouraged

2.9 Recreational Uses. Owner shall have the right to engage in and permit others to engage in recreational uses of the Property for commercial purposes, including, without limitation, hunting, fishing, hiking, trapping and horseback riding, that require no surface alteration or other development of the land. Owner has the right to lease all or portions of the Property for hunting. Owner has the right to conduct hunts for profit, provided Owner complies with all applicable laws. Owner has the right to establish a shooting preserve on the Property in accordance with the provisions of the South Carolina Department of Natural Resources.

2.10 Wildlife Management. To maintain wildlife numbers and diversity, Owner shall be entitled to maintain existing fields through mechanical means or grazing and, with thirty (30) days written notice to Holder, to establish wildlife food plots with plant species commonly used for that purpose in the area.

2.11 Wetland Impoundments. Subject to applicable governmental regulations, Owner shall have the right to create new impoundments and maintain, enhance and manage existing wetland impoundments for the purposes of providing habitat for alligators, waterfowl, colonial wading birds, shore birds and other native wildlife or for other purposes allowed by this Conservation Easement.

2.11 Destruction of Diseased or Exotic Plants. Owner shall have the right to cut and remove diseased or exotic trees, shrubs, or plants.

2.12 Roads and Trails. With thirty (30) days written notice to Holder, Owner may construct roads and trails with permeable surfaces to accommodate the activities allowed under this Conservation Easement; however, they should be designed to enhance the edge effect for wildlife, to provide brood-rearing habitat, and for habitat diversification in general. Ditches and swales necessary for the construction and maintenance of these roads are allowed. Owner may undertake maintenance activities on roads and trails without giving notice to Holder.

2.13 Home Businesses. Any business that is conducted by, and in the home of, a person residing on the Property, is allowed provided that the traffic generated by the home business does not adversely impact the Purposes of this Conservation Easement.

2.14 Signage. No signs or billboards or other advertising displays are allowed on the Property, except those signs whose placement, number and design do not significantly diminish the scenic character of the Property may be displayed to state the name and address of the Property and the names of persons living on the Property, to advertise or regulate permitted on-site activities, to advertise the Property for sale or rent, and to post the Property to control unauthorized entry or use.

2.15 Miscellaneous. Except as expressly allowed by this Conservation Easement or as necessary to accommodate the activities allowed by this Conservation Easement, the following activities are prohibited on the Property:

- (i) Excavating, ditching, draining, dredging, mining or drilling;
- (ii) Depositing soil, gravel or other materials;
- (iii) Changing the topography;

- (iv) Storage or dumping of trash, garbage, or other unsightly or offensive materials, hazardous waste or toxic substances;
- (v) Polluting surface waters, natural water courses, lakes, ponds, marshes, subsurface water or any other water body;
- (vi) Altering the natural water level or flow in and over the Property;
- (vii) Extracting water;
- (viii) Removal, harvesting, destruction or cutting of native trees, shrubs and plants;
- (ix) Introduction of non-native plants and animals; and
- (x) Any commercial or industrial use.

3. **HOLDER'S RIGHTS.** To accomplish the purpose of this Conservation Easement, the following rights are retained by Holder:

3.1 Right to Enforce. The right to preserve and protect the conservation values of the Property and enforce the terms of this Conservation Easement as provided in Section 6.

3.2 Right of Entry. The right of Holder's staff (including contractors and associated natural resource management professionals as needed) to enter the Property at reasonable times after prior written notice to Owner for the purpose of inspecting the Property to determine if Owner is complying with the covenants and purposes of this Conservation Easement. Prior written notice is not required if Holder is entering upon the Property because of an ongoing or imminent violation that could, in the sole discretion of Holder, substantially diminish or impair the conservation values of the Property, as described in Section 6 herein.

4. **RESPONSIBILITIES OF OWNER AND HOLDER NOT AFFECTED.** Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on the Owner, or in any way to affect any existing obligation of the Owner. Owner bears all responsibilities and shall bear all costs and liabilities of any kind related to the

ownership, operation, upkeep and maintenance of the Property. Among other things, this shall apply to:

- (a) *Taxes* - The Owner shall be solely responsible for payment of all taxes and assessments levied against the Property.
- (b) *Upkeep and Maintenance* - The Owner shall be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law. The Holder shall have no obligation for the upkeep or maintenance of the Property. Owner shall keep the Holder's interest in the Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Owner.
- (c) *Insurance* - The Owner agrees to maintain adequate comprehensive general liability insurance coverage on the Property.

5. **ACCESS.** No right of access by the general public to any portion of the Property is reserved by this Conservation Easement. However, the public has the right to view the Property from adjacent publicly accessible areas such as public roads and waterways.

6. **ENFORCEMENT.** To enforce the terms of this Conservation Easement, Holder shall give notice of the violation of the Conservation Easement to the Owner by certified mail, return receipt requested. In such notice the Holder shall request the Owner to correct the violation, to take action to stop ongoing or future violations, and to restore the Property to its condition at the time of the conveyance of this Conservation Easement. Owner agrees that the Baseline Report (also known as an Easement Documentation Report) shall be deemed to provide objective information concerning the Property's condition at the time of this grant. Failure by the Owner to abate the violation and take such other corrective action as may be requested by the Holder within sixty (60) days after receipt of such notice (the "cure period") shall entitle the Holder to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement; to require the restoration of the Property to its condition at the time of the conveyance of this Conservation Easement; to enjoin the non-compliance by ex parte temporary or permanent injunction in a court of competent jurisdiction; and/or to recover any damages arising from the non-

compliance. Such damages, when recovered, may be applied by the Holder, in its sole discretion, to corrective action on the Property. If the court determines that the Owner has failed to comply with this Conservation Easement, the Owner shall reimburse the Holder for any reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorneys fees, in addition to any other payments ordered by such court.

6.1 Emergency Enforcement. If the Holder, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, the Holder may pursue its remedies under this paragraph without prior notice to the Owner or without waiting for the cure period to expire.

6.2 Failure to Act or Delay. The Holder does not waive or forfeit the right to take action as may be necessary to insure compliance with this Conservation Easement by any prior failure to act and the Owner hereby waives any defenses of waiver, estoppel or laches with respect to any failure to act or delay by the Holder, its successors or assigns, in acting to enforce any restriction or exercise any rights under this Conservation Easement.

6.3 Violations Due to Causes Beyond Owner's Control. Nothing herein shall be construed to entitle the Holder to institute any enforcement proceedings against the Owner for any changes to the Property due to causes beyond the Owner's control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons. In the event of violations of this Conservation Easement caused by the unauthorized wrongful acts of third persons, the Owner agrees, upon request by the Holder, to assign its right of action to the Holder, to join in any suit, or to appoint the Holder its attorney-in-fact for the purposes of pursuing enforcement action, all at the election of the Holder.

6.4 Standing. By virtue of Holder's retention of rights under this Conservation Easement, it shall be entitled, at its option, to standing before appropriate courts of law to pursue remedies or other matters which are necessary or incidental to the protection of the property which is subject to this Conservation Easement.

7. **TRANSFER OF EASEMENT.** The parties recognize and agree that the benefits of this easement are in gross and assignable in whole but not in part. The Holder shall have the right to

transfer or assign this Conservation Easement to any private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the U.S. Internal Revenue Code, and the organization expressly agrees to assume the responsibility imposed on the Holder by this Conservation Easement. If the Holder ever ceases to exist or no longer qualifies under Sec. 170(h) or applicable state law, a court with jurisdiction shall transfer this Conservation Easement to another qualified organization having similar purposes that agrees to assume the responsibility.

8. **TRANSFER OF PROPERTY.** Any time the Property, or any interest therein, is transferred by the Owner to any third party, the Owner shall notify the Holder in writing within thirty (30) days prior to the transfer of the Property, and the document of conveyance shall expressly refer to this Conservation Easement. The failure of Owner to perform any act required by this Paragraph shall not impair the validity of this Conservation Easement or of the transfer or limit their enforceability in any way.

9. **AMENDMENT OF EASEMENT.** This Conservation Easement may be amended only with the written consent of Holder and Owner. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall comply with Sec. 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that Section. Any such amendment shall also be consistent with the South Carolina Conservation Easement Act of 1992 as amended, or any regulations promulgated pursuant to that law. The Holder and Owner have no right or power to agree to any amendment that would affect the enforceability of this Conservation Easement.

10. **TERMINATION OF EASEMENT.** The Owner hereby agrees that the reservation of this Conservation Easement is a real property right, vested in the Holder. When a change in conditions takes place which makes impossible or impractical any continued protection of the Property for conservation purposes, and the restrictions contained herein are extinguished by judicial proceeding, then as required by Sec. 1.170A-14(g)(6) of the IRS regulations, the Holder,

upon a subsequent sale, exchange or involuntary conversion of the Property, shall be entitled to a percentage of the gross sale proceeds (minus any amount attributable to new improvements allowed under this Conservation Easement made as of the date of the sale, exchange or conversion, which amount shall be reserved to Owner) equal to the ratio of the appraised value of this Conservation Easement to the unrestricted fair market value of the Property, as of the date this Conservation Easement was granted. The Holder shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in and defined under P.L. 96-541, 26 USC 170(h)(4)(A)(ii), as amended and in regulations promulgated thereunder.

11. **EMINENT DOMAIN.** Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Holder and the Owner shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided in accordance with the proportionate value of the Owner's and Holder's interests, and Holder's proceeds shall be used as specified above. All expenses incurred by the Holder and the Owner in such action shall be paid out of the recovered proceeds.

12. **INTERPRETATION.** This Conservation Easement shall be interpreted under the laws of South Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

13. **INDEMNIFICATION.** Each party agrees to 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 other party on the Property that causes injury to a person(s) or damage to property. In addition, Owner agrees to hold harmless, defend and indemnify Holder from any

and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees arising from or in any way connected with third party actions, unless due solely to the negligence of Holder.

14. **NOTICES.** Any notices required by this Conservation Easement shall be in writing and shall be personally delivered or sent by first class mail or by facsimile, to Holder and Owner, respectively, at the following addresses or fax numbers, unless a party has been notified by the other of a change of address.

To Owner:

Salkehatchie Woods, LLC
c/o J. Henry Fair
PO Box 668
Charleston, SC 29402

To the Holder:

Attorney Southern Resource Office
The Nature Conservancy
6114 Fayetteville Road, Suite 109
Durham, NC 27713-8548
Fax: (919) 484-7357

With a copy to:

J. Henry Fair
PO Box 668
Charleston, SC 29402

With a copy to:

The Nature Conservancy – SC Chapter
PO Box 5475
Columbia, SC 29250

and:

Thomas P. Anderson
31 Jamestown Road
Charleston, SC 29407

15. **SEVERABILITY.** If any provision of this Conservation Easement is found to be invalid, the remaining provisions shall not be altered thereby.

16. **PARTIES.** Every provision of this Conservation Easement that applies to the Owner or Holder shall also apply to their respective heirs, executors, administrators, assigns, and all other successors as their interest may appear

17. **RE-RECORDING.** To ensure the perpetual enforceability of the Conservation Easement, the Holder is authorized to re-record this instrument or any other appropriate notice or instrument.

18. **MERGER.** The parties agree that the terms of this Easement shall survive any merger of the fee and easement interest in the Property.

19. **SUBSEQUENT LIENS ON PROPERTY.** No provisions of this Conservation Easement should be construed as impairing the ability of Owner to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinate to this Conservation Easement.

THE REMAINDER OF THIS HAS INTENTIONALLY BEEN LEFT BLANK

20. **DISCLOSURE.** This Reservation of Conservation Easement has been drafted by the Holder. The Holder does not represent the interests of the Owner and has advised the Owner to have the document reviewed by the Owner's attorney, and the Owner has had ample opportunity to do so.

21. **ACCEPTANCE & EFFECTIVE DATE.** The Owner hereby accepts the Property subject to the reservation of this Conservation Easement. This Conservation Easement is to be effective the date the deed to which it is attached is recorded in the Hampton County Registry of Deeds, South Carolina.

The Nature Conservancy hereby reserves and accepts this Conservation Easement together with all and singular the appurtenances and privileges belonging or in any way pertaining thereto, either in law or in equity, either in possession or expectancy, for the proper use and benefit of The Nature Conservancy, its successors, and assigns forever.

TO HAVE AND TO HOLD the said Conservation Easement unto The Nature Conservancy forever.

IN WITNESS WHEREOF, The Nature Conservancy has executed and sealed this document on the 26th day of October, 2004.

WITNESS:

 Dorothy Bland
 Lance H. No

HOLDER:

THE NATURE CONSERVANCY

By: David Bland (SEAL)

David Bland

Its: Assistant Secretary

WITNESS:

Patricia Paulson

H. Inman

Patricia E. Paulson

H. Inman

OWNER:

SALKAHATCHIE WOODS, LLC

By: J. Henry Fair (SEAL)

J. Henry Fair

Its: Member

By: Thomas P. Anderson (SEAL)

Thomas P. Anderson

Its: Member

STATE OF NORTH CAROLINA §

COUNTY OF DURHAM §

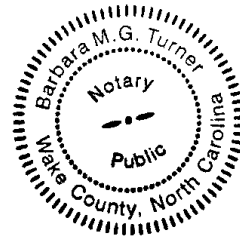
This instrument was acknowledged before me on the 26th day of October, 2004, by David Bland, Assistant Secretary of THE NATURE CONSERVANCY, on behalf of said corporation.

Barbara M. G. Turner (SEAL)

NOTARY PUBLIC


My commission expires:

August 11, 2007



STATE OF SOUTH CAROLINA §
COUNTY OF CHARLESTON §

This instrument was acknowledged before me on the 26th day of October, 2004, by J. Henry Fair, Member of SALKAHATCHIE WOODS, LLC, on behalf of said corporation.

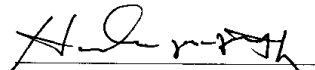
 (SEAL)
NOTARY PUBLIC SOUTH CAROLINA

My commission expires:

10-29-2006

STATE OF SOUTH CAROLINA §
COUNTY OF CHARLESTON §

This instrument was acknowledged before me on the 26th day of October, 2004, by Thomas P. Anderson, Member of SALKAHATCHIE WOODS, LLC, on behalf of said corporation.

 (SEAL)
NOTARY PUBLIC SOUTH CAROLINA

My commission expires:

10-29-2006

EXHIBIT C

PERMITTED EXCEPTIONS

1. Liens for taxes, assessments and other governmental charges which are not yet due and payable as of the date hereof.
2. All land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Real Property.
3. Any rights of the United States of America, the State of South Carolina or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Real Property, including, without limitation, riparian rights and navigational servitudes.
4. Title to that portion of the Real Property, if any, lying below the mean high water mark of abutting tidal waters.
5. All easements, rights-of-way, licenses and other such similar encumbrances of record.
6. All existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities.
7. All encroachments, overlaps, boundary line disputes, shortages in area, parties in possession, cemeteries and burial grounds and other matters not of record which would be disclosed by an accurate survey or inspection of the Real Property.
8. Prior reservations or conveyances of mineral rights or mineral leases of every kind and character.
9. Any loss or claim due to lack of access to any portion of the Real Property.
10. Any loss or claim due to any indefiniteness or uncertainty in the legal description of the Real Property.

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)

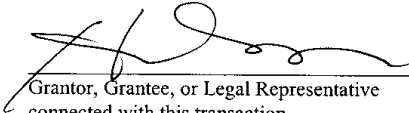
AFFIDAVIT

Date of Transfer of Title
(Closing date) **October 28, 2004**

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 described in the deed to which this Affidavit is attached is being transferred **By THE NATURE CONSERVANCY To SALKEHATCHIE WOODS, LLC On October 26, 2004.**
3. Check one of the following: *The DEED 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 a distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because (exemptions # _____)
(Explanation, if required _____).


(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) the fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 1,083,000.00.
 - (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) \$1,083,000.00 the amount listed in item 4 above
 - (b) _____ 0.00 the amount listed in item 5 above (no amount place zero)
 - (c) \$1,083,000.00 Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: **Closing Attorney.**
8. Check if property other than Real Property is being transferred on this Deed.
 - (a) _____ Mobile Home
 - (b) _____ Other [furniture, furnishings, etc.]
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.



Grantor, Grantee, or Legal Representative
connected with this transaction
Barr, Unger & McIntosh, L.L.C.
By H. THOMAS McINTOSH, JR.

Sworn to before me this 28th day

of October, 2004.



Notary Public for South Carolina
My Commission Expires: 2-5-2011