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JOINT BRIDGE MAINTENANCE AGREEMENT

This **JOINT BRIDGE MAINTENANCE AGREEMENT AND EASEMENT** (this "Agreement") is made as of the 25th day of September, 2024, by and between **THE NATURE CONSERVANCY** ("Grantor"), and **ARGENT CONSTRUCTION & DEVELOPMENT, LLC, DARRELL THOMAS JOHNSON, JR. and WANDA J. JOHNSON** (hereinafter collectively "Grantee"), and, together with Grantor, the "Parties" or individually, a "Party").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property situated in Jasper County, South Carolina, commonly known as Gregorie Neck Plantation.

WHEREAS, simultaneously with the recording of this Agreement, Grantor intends to subdivide the property into two tracts. Grantor will retain that portion of the property more particularly described on Exhibit A attached hereto (the "Grantor Property") and will convey to the Grantee that portion of the property more particularly described on Exhibit B attached hereto (the "Grantee Property"; the Grantor Property and the Grantee Property are sometimes referred to collectively as the "Tracts" and individually as a "Tract"); and

WHEREAS, Grantor Property and Grantee Property are connected by an existing bridge across the Tulifinny River (the "Bridge").

WHEREAS, Grantor and Grantee have agreed that each will jointly own the bridge, and the Parties desire to formalize their rights and responsibilities as to the maintenance of this bridge as is more fully set forth in this agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, along with the mutual covenants and agreements contained herein, the Parties covenant and agree as follows:

1. Incorporation of Recitals. The Parties acknowledge that the foregoing recitals are true and correct and are incorporated into this Agreement as if fully set forth herein.

2. Definitions. The Bridge shall mean and include the approach, abutments, decks, spans, barriers, rails, parapets, bearings, bent caps, beams, footings, piles, piers, and all other components necessary to maintain the structural integrity of the Bridge, whether above or below the waterline, and whether above or below the ground.

3. Ownership of the Bridge. The Bridge shall be jointly owned by the Parties.
4. Use and Enjoyment of the Bridge. Each Party shall have a perpetual, non-exclusive easement in that part of the Bridge located on the property of the other for the purposes of the use and enjoyment of the Bridge and any other additional area necessary to repair, replace, and maintain same. The Parties shall keep the Bridge clean and in a good condition, and shall maintain the Bridge in good order and repair. Neither Party shall alter or change the Bridge in any manner, and the Bridge shall remain in the same location as when originally erected. Except with the express consent of all of the Parties, or as required to prevent damage or injury to persons or property in an emergency, no Party shall make improvements, alterations, decorations, or repairs to the Bridge or contract to do so, or subject the Bridge to any lien for the making of any improvements, alterations, decorations, or repairs.
5. Boundary Line. This Agreement shall not change nor in any way alter the boundary line between the Party's respective properties, which shall be established according to the legal description of each respective Tract which is set forth on Exhibits "A" and "B" attached hereto and by this reference made a part hereto.
6. No Access Easement for Roads. This Agreement shall not create nor establish any access easement or other right to the use of the property of the other party, nor to the use of the roads served by the Bridge beyond that necessary to inspect, replace and maintain the Bridge.
7. Nuisance and Waste. No Party shall create or permit to exist any nuisance on the Bridge or commit any waste with respect to the Bridge or permit anything to be done or kept on the Bridge which would result in an unsafe or dangerous condition.
8. Maintenance of the Bridge. The Parties shall share the cost of the regular maintenance and upkeep of the Bridge, with each equally responsible therefore. In the event that either Party allows any activity on the Bridge that damages the Bridge or refuses to make a repair which results in additional damage to the Bridge, such Party shall be solely responsible for any damage caused by said use or failure to repair, and for any repairs or maintenance necessitated by that use or failure to repair.
9. Obligation to Maintain Support. Each Party shall keep the adjoining property, including the riverbank, in good condition and repair at his sole cost and expense. No Party shall do or permit to be done any act or thing that would tend to disturb, weaken or threaten the lateral support of the Bridge.
10. Cost of Repair or Reconstruction. In the event of damage or destruction to the Bridge from any cause, other than the negligence of either party hereto, the Parties shall repair or rebuild said Bridge. Each Party shall have the right to the full use of the Bridge if so repaired or rebuilt. The cost of such repair or rebuilding shall be borne equally by the Parties. If either Party's negligence shall cause damage to or destruction of the Bridge, such negligent party shall bear the entire cost of repair or reconstruction.

11. Obstructions. Neither party shall erect, build, or place any barriers, impediments or obstructions of any kind on the Bridge.

12. Default; Lien Rights. In the event either Party shall fail to pay any amounts owing under this Agreement, then the non-defaulting Party, in addition to any other remedies it may have available at law or in equity, shall have a lien against the property of the defaulting Party for any unpaid amount, together with interest on such unpaid amount at the then legal rate. The foregoing lien shall be subordinate to the interest of any institutional mortgagee to the extent such institutional mortgagee has recorded a lien prior to the recording of a specific notice of lien pursuant to this Agreement. The foregoing lien rights may be enforced and foreclosed upon pursuant to a suit or action brought in any court of competent jurisdiction.

13. Indemnification. The Parties shall each indemnify, defend and hold the other harmless from any claim, loss, or liability arising out of or related to the use of the Bridge or any default or violation of this Agreement by the indemnifying Party or its associated tenants, customers, licensees or permittees. This Section shall not apply to the extent the liability is covered by any applicable insurance policy.

14. Notice. Any notices given pursuant to this Agreement shall be in writing, and shall be personally delivered or deposited in the United States certified mail, postage prepaid, return receipt requested, at the following addresses:

Grantor: The Nature Conservancy
1417 Stuart Engals Boulevard Suite 100
Mt Pleasant, SC 29464

With a copy to: The Nature Conservancy Legal Dept.
334 Blackwell St. Suite 300
Durham, NC 27701

Grantee: Argent Construction & Development, LLC
Darrell Thomas Johnson, Jr. and
Wanda J. Johnson
PO Box 1125
Hardeeville, SC 29927

Upon the conveyance of any Tract by a Party or by any successor Party, the notice address for the new owner or lessee shall be deemed to be the address provided to the Jasper County Tax Assessor's Office for the purpose of the mailing of ad valorem real property tax notices. Any Party may change its notice address by providing a notice to the other Party in compliance with the terms of this Section and by recording a notice describing this Agreement and changing its address for notice with the Jasper County real estate recording office.

15. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one Agreement.

16. Remedies. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same seeking either to restrain violation or to recover damages or both.

17. Attorneys' Fees. In the event that any Party hereto shall bring an action to enforce the terms hereof or to declare rights hereunder, the prevailing Party in any such action shall be entitled to its court costs and reasonable attorneys' fees to be paid by the non-prevailing Party as fixed by the court of appropriate jurisdiction, including, but not limited to, attorneys' fees and court costs incurred in courts of original jurisdiction, bankruptcy courts, or appellate courts.

18. Amendment. This Agreement may be modified or amended, in whole or in part, only by the written consent of all Parties to this Agreement evidenced by a document that has been fully executed and acknowledged and recorded in the Office of the Register of Deed's for Jasper County, South Carolina.

19. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such term, covenant or condition of this Agreement shall be valid and enforceable to the full extent permitted by law.

20. Construction. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumptions or other rule regarding and construction against the person or entity preparing the Agreement or any part thereof.

21. Force Majeure. In the event that either Party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, Act of God, riots, insurrection, or war, then the performance of such act shall be excused for that period of delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse either Party from the prompt payment of monies required by the terms of this Agreement.

22. Governing Law. The terms of this Agreement shall be construed in accordance with and governed by the laws of the State of South Carolina.

23. Integration. This Agreement is an integrated agreement and expresses the complete agreement and understanding of the Parties. Any and all prior or contemporaneous oral agreement or prior written agreement regarding the Agreement will be merged herein.

24. Time of Essence. Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of South Carolina, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday. As used herein, the term "business day" shall mean any day which is not a Saturday, Sunday or legal holiday.

25. Binding Effect and Waiver. The covenants and conditions contained herein shall apply to and be binding on the parties, their respective heirs, executors, administrators, legal representatives and assigns. The failure of either party to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be deemed a waiver of any rights or remedies that either party may have, and shall not be construed as thereafter waiving any such terms and conditions but such terms and conditions shall continue and be in full force and effect as if no such forbearance or waiver had occurred.

26. Paragraph Titles. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESSES:

GRANTEE:

J. Kinsel

Wanda J. Johnson
Wanda J. Johnson

[Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF JASPER)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 20th day of September, 2024, by **WANDA J. JOHNSON**.

[Signature]
Notary Public for South Carolina
My Commission Expires: 6/28/2026

[AFFIX SEAL]

[Signatures Continue on Following Page]



EXHIBIT A

DESCRIPTION OF GRANTOR PROPERTY

All that certain piece, parcel, or lot of land, together with any improvements thereon, situate, lying and being located in the County of Jasper, State of South Carolina, containing 551.05 acres, more or less, shown as Tract 3-4A on a plat entitled "A Boundary Survey Tract 3-4A - A Portion of The Nature Conservancy Tract" prepared for The Nature Conservancy by Robert H. Tuck, PLS No. 24484, dated June 2024 and recorded in the office of the Register of Deeds for Jasper County in Plat Book 38 at page 971. This plat is incorporated into and made a part of this description by reference. For further description as to courses, distances, metes and bounds, reference is made to the plat.

TMS #087-00-09-025; 087-00-09-023 & 087-00-09-022 – portion of

This being a portion of the property conveyed to The Nature Conservancy by deed of 1415 Gregorie Neck, LLC dated February 14, 2024 and recorded February 14, 2024 in the office of the Register of Deeds for Jasper County in Deed Book 1143 at pages 878-885.



EXHIBIT B

DESCRIPTION OF GRANTEE PROPERTY

All that certain piece, parcel, or lot of land, together with any improvements thereon, situate, lying and being located in the County of Jasper, State of South Carolina, containing 626.05 acres, more or less, shown as Tract 2 on a plat entitled "A Boundary Survey Tract 2 - A Portion of The Nature Conservancy Tract" prepared for The Nature Conservancy by Robert H. Tuck, PLS No. 24484, dated June 2024, and recorded in the office of the Register of Deeds for Jasper County in Plat Book 38 at page 970. This plat is incorporated into and made a part of this description by reference. For further description as to courses, distances, metes and bounds, reference is made to the plat.

TMS #087-00-09-022 – portion of

This being a portion of the property conveyed to The Nature Conservancy by deed of 1415 Gregorie Neck, LLC dated February 14, 2024 and recorded February 14, 2024 in the office of the Register of Deeds for Jasper County in Deed Book 1143 at pages 878-885, and the same property conveyed to the Grantees by limited warranty deed recorded simultaneously herewith.