

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

GRANT OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT (hereinafter "Easement") is made this 11th day of December, 2019, by Dawn of Hope Plantation, LLC (hereinafter "Grantor"), having an address at 701 East Bay Street, Suite 518, Charleston, South Carolina 29403, 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 635 Rutledge Avenue, Suite 107, Charleston, SC 29403.

WHEREAS, Grantor is the sole owner in fee simple of certain real property known as "Dawn Plantation" containing seven hundred thirty-one (731) acres (TMS # 249-00-00-002.000) in Colleton 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 is within the Broad-St. Helena Watershed (as designated by the US Environmental Protection Agency) and directly abuts the Ashepoo River and its associated floodplain wetland system which flows directly into the St. Helena Sound, recognized as one of the most pristine estuaries on the eastern seaboard. The Protected Property is situated within the nearly 1.7 million acres of the Ashepoo, Combahee, and Edisto (ACE) Basin Focus Area featuring diverse ecosystems and a wealth of wildlife, all of which is the focus of a consortium of private landowners, conservation groups, and federal and state agencies, working to protect and enhance the region's natural resources and traditional agricultural and recreational uses; and

WHEREAS, conservation of the Protected Property through this easement complements the mission and goals of the ACE Basin Project, launched by South Carolina Department of Natural Resources, the U.S. Fish and Wildlife Service, various private and non-profit organizations, and private landowners, and operated under the ACE Basin Task Force. The mission of the ACE Basin Project is to maintain the natural character of the basin by promoting wise resource management on private lands and protecting strategic tracts by conservation agencies. A major goal of the protection efforts is to ensure that traditional uses such as farming, forestry, recreational hunting and commercial fishing will continue in the area; and

WHEREAS, the ACE Basin is recognized by the Edisto River Basin Resource Assessment, sponsored by the National Oceanic and Atmospheric Administration, as a system supporting numerous high quality wetland plant communities and highly intact, extensive riparian habitats. The ACE Basin is one of the largest relatively undeveloped wetland ecosystems remaining along the Atlantic Coast. It has been identified as a unique coastal ecosystem of national and regional significance under the National Wetlands Priority Conservation Plan. The habitats of the ACE Basin are exceptionally diverse and rich supporting more than 267 species of terrestrial and aquatic birds, 83 species of reptiles and amphibians, 20 species of mammals, and 130 species of fish and shellfish. Included in this tremendous array of wildlife, the ACE Basin provides nesting, foraging, and wintering habitat for a number of endangered and threatened species; 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 protection of this property is pursuant to the SC 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 preservation of open space (including farm and forest land) is recognized by the Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. 4201, *et seq.*, whose purpose is "to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to ensure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government, and private programs and policies to protect farmland"; and

WHEREAS, the Protected Property contains approximately 600 acres of prime soils of statewide importance as designated by the United States Department of Agriculture Natural Resources Conservation Service; and

WHEREAS, the South Carolina Conservation Bank (SCCB) was formed with a mission to "improve the quality of life in South Carolina through the conservation of significant natural resource lands, wetlands, historical properties, and archeological sites". The permanent protection of the Protected Property meets most of the SCCB objectives including "protect significant natural resource areas and wildlife habitats", "protect water quality", "maintain the State's forest lands", "protect farmlands, especially family farms", "preserve traditional uses such as hunting, fishing, and other types of outdoor recreation" and "to encourage cooperation and innovative partnerships among landowners, state agencies, municipalities, and non-profit organizations" and was approved by the SCCB Board for public funding to support its protection, as indicated in the grant agreement attached hereto as Exhibit "C" and incorporated herein by this reference; and

WHEREAS, the protection of this property is pursuant to the 2009 Colleton County Comprehensive Plan, in which the property is zoned in the Rural Development District. The intent of this zone in the Plan is to "conserve, sustain, and protect from urban encroachment rural areas and resources, particularly agricultural, and maintain a balanced rural-urban environment." The Plan also states that "[t]he retention of open lands, woodlands, and farmlands, which make up a large part of this area, are essential to clean air, water, wildlife, many natural cycles, and a balanced environment, among other things," and that "[e]ven more essential from an economic perspective are the agricultural lands and farming operations in this area"; and

WHEREAS, specifically, the Protected Property is located directly across the Ashepoo River from the 4,153 acre permanently protected Old Bonnie Doone tract. The Protected Property is in very close proximity to other protected lands that are also directly adjacent to the Ashepoo River, including ~448 acre White House Plantation, 131 acre Bonnie Doone tract, 1,651 acre Poco Sabo Plantation, 794 acre Lavington-Means tract, 2,324 acre Lavington Plantation, and 2,846 acre New Lavington Plantation, all of which are located within 10 miles downstream. Other protected lands located within the immediate vicinity of the Protected Property include ~2,937 acre Ravenwood I-V tracts, ~600 acre Great Swamp/Upper Ashepoo tract, 712 acre Deux Cheneaux Plantation, 467 acre Remley Point tract, 59 acre Ivanhoe tract, 198 acre Harrison Plantation, 999 acre Oregon Plantation, 529 acre Temple of Sport, and ~76 acre Green Pond tract. The combined acreage of the local conservation community described above, including the Protected Property, is approximately 19,655 acres of permanently protected lands. Additionally, the Protected Property is located less than 3 miles from the publicly accessible South Carolina Department of Natural Resources owned and managed 8,048 acre Donnelly Wildlife Management Area. Furthermore, all of these conserved lands being a part of the more than 300,000 acres of protected land in the ACE Basin. Thus, the Protected Property contributes to the extensive network of protective wildlife corridors, the protection of water quality in the ACE Basin watershed, and the scenic natural and rural character of the area; and

WHEREAS, the Protected Property is located adjacent to other large tracts which have the potential for future protection and further connectivity to existing protected lands; and

WHEREAS, the Protected Property is situated on and prominently visible from the Ashepoo River, a public waterway, having approximately 2.5 miles of direct river frontage which provides a significant contribution to the scenic and open space values from such public visibility; and

WHEREAS, the Protected Property is situated on and prominently visible by the public from Clover Hill Road, having approximately 1.4 miles of scenic frontage consisting of primarily forested road frontage which contributes to the natural scenic character of the ACE Basin; and

WHEREAS, in particular, the Protected Property in its existing natural condition contributes very little, if any, nonpoint source pollution to the adjacent and downstream waterways and tributaries of the Ashepoo River and St. Helena Sound due to the amount and quality of vegetation that reduces runoff, the forested wetlands that provide for nutrient uptake and sediment deposition, and the limited amount of impervious surface, reducing sources of pollution and nutrient loading; 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

WHEREAS, the Protected Property contains a diversity of relatively natural habitats including variously aged longleaf and loblolly pine stands, mixed upland forest, forested and non-forested wetlands, emergent/naturally regenerating wetlands, open fields, and open water, all of which can support a variety of floral and faunal species. These natural habitats are significant to wildlife habitat functions including feeding, nesting and roosting areas for migratory songbirds and ground-nesting birds, and also including feeding, breeding and resting areas for native small and large game and non-game mammals, as well as feeding and breeding areas for amphibians and reptiles; and

WHEREAS, the Protected Property contains forested bottomland hardwood wetlands in various stages of succession and can support a variety of floral and faunal species, and provides many wildlife habitat components such as breeding grounds, nesting sites and other critical habitat for a variety of wildlife species as well as the unique habitat requirements of many threatened and endangered plants and animals; and

WHEREAS, the Protected Property contains habitat to support threatened or endangered species and species of concern which have been known to occur or are highly possible to occur in Colleton County including but not limited to the Bald eagle (*Haliaeetus leucocephalus*), Wood stork (*Mycteria americana*), Rafinesque's big-eared bat (*Corynorhinus rafinesquii*), Southern flying squirrel (*Glaucomys volans*), Eastern fox squirrel (*Sciurus niger*), Mississippi kite (*Ictinia mississippiensis*), American swallow-tailed kite (*Elanoides forficatus*), Prothonotary warbler (*Protonotaria citrea*), Osprey (*Pandion haliaetus*), Pine woods tree frog (*Hyla femoralis*), South Carolina slimy salamander (*Plethodon glutinosus veriolatus*), Canebrake rattlesnake (*Crotalus horridus*), Eastern diamondback rattlesnake (*Crotalus adamonteus*), Florida softshell turtle (*Apalone ferox*), American alligator (*Alligator mississippiensis*), Eastern pigmy blue butterfly (*Brephidium isophthalma*); and

WHEREAS, all of the above fauna in the list of threatened or endangered species and species of concern are listed as priority species for the South Carolina State Comprehensive Wildlife Conservation Plan; and

WHEREAS, the Protected Property is currently managed as a working forest, periodically rotating through various successional stages, providing benefits to both wildlife habitat and the local economy. A working forest, by definition, ranges from clearcut to mature forest stands with various stages in between. All stages of a working forest have inherent conservation values which provide ecosystem services through time, such as protection of water quality and groundwater infiltration. Other conservation values, particularly wildlife benefits, will change from time to time but will be repeatedly present on the property as forests cycle through stages of recent harvest to maturity; and

WHEREAS, as a working forest, trees are currently planted and harvested as long-term income producing crops on portions of the Protected Property, and conversion of upland areas of the Protected Property to other agricultural uses is not incompatible with the Purpose of this Easement as stated in Paragraph 1, provided such agricultural uses are implemented and managed in such a way as to not impair downstream water quality or surrounding wildlife habitat; and

WHEREAS, the Protected Property has been traditionally managed for sustainable forest resources, wildlife habitat, outdoor recreational activities (including hunting and equine activities), agriculture and rural residential 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 infrared NAPP and 2017 NAIP aerial imagery 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"; and

WHEREAS, Grantor and Grantee recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Protected Property, and have the common purpose of the conservation and protection in perpetuity of the Protected Property 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 so as to be considered a "qualified conservation contribution" as such term is defined in Code §170(h) and the Treasury Regulations promulgated thereunder; and

WHEREAS, the Grantee is a corporation 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 §§170(h) and 2031(c) of the Code 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 in the Ashepoo River and the greater Broad-St. Helena watershed, including the St. Helena Sound
- 4) Scenic views of the Protected Property from the Ashepoo River and Clover Hill Road

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 of plant or animal products on the Protected Property, including crop production, animal husbandry, floriculture and horticulture, in a manner that preserves the long-term productivity of the soil. Permitted activities shall not include Feedlots, intensive livestock production facilities nor any type of large-scale operation where animals are unnecessarily confined to maximize intensive large-scale production; however, non-intensive small-scale farming uses for the benefit of Grantor, Grantor's family or local agriculture shall be allowed which may include fences, pens and similar containment methods. 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 proposed activities 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 be at the sole discretion of 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.

Designated Building Area shall be defined as those five (5) areas, each no larger than five (5) acres in size, designated for the siting of Residential Structures. The location and configuration of each Designated Building Area is subject to Approval. The location and configuration of all structures, including Residential Structures, within each Designated Building Area shall be at the Grantor's discretion, subject to Notice and all other terms of this Easement.

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, agreed upon by both Grantor and Grantee, on file with the Grantee which outlines Forest Management Practices on the Protected Property. The Forest Management Plan 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. **Forest Management Practices** 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.

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.

Policy on Pond Enlargement and Construction shall be defined as the written policy of the Lowcountry Land Trust (**Grantee**), which may from time to time be amended and/or modified, pursuant to which **Approval** is either granted or denied for the enlargement and construction of pond(s); provided, however, any pond enlargement and construction shall not be inconsistent with any provision of this Easement and shall be consistent with the Purpose of this Easement.

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, all three of which must be present, 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 live oaks (*Quercus virginiana*) and southern magnolias (*Magnolia grandiflora*) having a diameter at breast height of twenty-four (24) inches or greater.

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

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

Water Line shall be defined as the edge of a waterway or waterbody which is either the critical line as defined by S.C Office of Ocean and Coastal Resource Management or, if no critical line has been established, the mean high water line as defined by the Army Corps of Engineers or established by a surveyor employing the regulatory standards then in effect for its determination. If the critical line or the mean high-water line cannot be established or are no longer used to define the edge of a waterway or waterbody, then the comparable defining line as defined by successor entities of the above named agencies shall be used.

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) tax parcel, which is Colleton County TMS # 249-00-00-002.000. Subdivision is limited to the reconfiguration and division of the Protected Property into a maximum of three (3) **Subdivided Tracts**. The Grantor covenants and agrees that the entire Protected Property shall consist of no more than three (3) **Subdivided Tracts** held by no more than three (3) separate owners. The configuration of each **Subdivided Tract** shall be at the Grantor's discretion. Grantor shall quantitatively 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 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 three (3) 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) **Designated Building Areas.** No **Designated Building Areas** exist at the time of the grant of this Easement. The one (1) existing **Residential Structure** as documented in the Baseline Documentation is exempt from being located within a **Designated Building Area**. **Designated Building Areas** may be sited subsequent to the grant of this Easement with prior Approval. The siting of the **Designated Building Areas** shall be compatible with the terms of this Easement and shall be located in areas that do not significantly impair or degrade any of the Conservation Values of the Protected Property.

I. No more than five (5) **Designated Building Areas** shall be created on the Protected Property. Each **Designated Building Area** shall not exceed five (5) acres in size.

II. All Residential Structures with the exception of the one (1) existing Residential Structure as documented in the Baseline Documentation shall be located within a Designated Building Area. The location and configuration of all structures within each Designated Building Area shall be at the Grantor's discretion, subject to Notice and all other terms of this Easement.

III. The number of Designated Building Areas conveyed with a Subdivided Tract shall be at Grantor's discretion.

(C) Structural Limitations. The construction, enlargement, removal and replacement of Residential Structures, 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 eighty thousand (80,000) square feet in the aggregate.

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

III. Residential Structures shall be limited to six (6) such structures. Grantor is required to obtain Approval from Grantee prior to the construction, enlargement, removal and replacement of any permitted Residential Structures.

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

V. One (1) covered boathouse located on the Ashepoo River may be constructed, maintained, repaired, improved, removed, or replaced provided the Impervious Surface shall not exceed nine hundred fifty (950) square feet in the aggregate and shall be constructed primarily of natural or non-reflective materials. Boat lifts traditional to covered boathouses are permitted provided such lifts are contained within the structure. The use of this structure as a Residential Structure is prohibited. This structure shall be classified as a Recreational Structure and may be used for occasional overnight habitation; and such use shall not be considered a violation of this Easement.

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

VII. Docks.

(a) The one (1) existing dock providing access to the Ashepoo River as documented in the Baseline Documentation may be reconstructed, repaired, maintained, improved, removed, or replaced provided it shall be limited to the following:

- (i) Constructed primarily of natural or non-reflective materials
- (ii) One (1) walkway not to exceed four (4) feet wide unless prior Approval is granted for a wider walkway due to the need for handicap access or due to other specific safety concerns.
- (iii) A maximum of four hundred (400) square feet in the aggregate, including the pierhead, floating platform and any floating boat storage or similar structures, but not including the walkway, ramps or pilings.

(b) One (1) crabbing dock providing access to the Ashepoo River or its tributaries may be constructed, maintained, repaired, improved, removed or replaced, provided it shall be limited to the following:

- (i) Constructed primarily of natural or non-reflective materials
- (ii) One (1) walkway not to exceed four (4) feet wide unless prior Approval is granted for a wider walkway due to the need for handicap access or due to other specific safety concerns.
- (iii) A maximum of one hundred sixty (160) square feet in the aggregate, including the pierhead, but not including the walkway or pilings.

(b) Dock(s) providing access to permitted interior ponds or impoundments may be constructed, repaired, maintained, improved, removed or replaced.

VIII. Boat Ramp. One (1) boat-launching ramp providing access to the Ashepoo River may be maintained, improved, repaired, removed, relocated, or replaced, provided it shall be limited to a maximum width of twelve (12) feet. The construction of additional boat ramps is prohibited.

IX. Boardwalk. Boardwalks providing access to interior wetlands and/or ponds 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 six hundred (600) square feet in the aggregate. There shall be minimal adverse impact to the freshwater Wetlands during construction. Other than the Dock provisions as described in paragraph 5(C)VII, construction of observation platforms and boardwalks providing access to the Ashepoo River and its tributaries are prohibited.

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 thirty-five (35) feet in height shall not be visible from off the Protected Property when viewed from ground elevation.

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

I. Clover Hill Road Buffer. In order to protect the scenic view along this public roadway, there shall be no Impervious Surface or structures (other than wildlife observation towers, fences, gates, mailboxes, utility and service lines for any permitted use under the terms of this Easement, or other structures existing at the time of this Easement as documented in the Baseline Documentation, which may be rebuilt, replaced, or repaired as needed) within two hundred fifty (250) feet of the legal or established right-of-way along Clover Hill Road. Forest Management Practices are permitted in the Clover Hill Road Buffer pursuant to the Forest Management Plan, provided there shall be no clearcutting of timber unless Grantee determines it is necessary for forest health purposes and provides prior Approval. There shall be no activities that endanger the health or survival of Significant Trees without prior 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.

Grantor and Grantee acknowledge the following powerline and telephone easements located on portions of the Protected Property:

- 1) Right of Way from Dorothy McBumey Noyes to South Carolina Power Company dated March 25, 1938, and recorded December 3, 1938, in Right of Way Book 1, Page 243, Colleton County ROD Office, conveying all of her right, title and interest in the rights of way recorded in Book 75, Page 119, Book 75, Page 120, and Book 75, Page 121.
- 2) Unrecorded easement granted to Palmetto Rural Telephone Cooperative dated March 28, 1955.
- 3) Right of Way from Dorothy McBumey Noyes to South Carolina Power Company dated March 25, 1938, and recorded August 22, 1939, in Book 77, Page 262, Colleton County ROD Office
- 4) Easement granted to Dominion Energy South Carolina, Inc. by instrument dated 5/16/2019 and recorded 6/10/2019 in Colleton County Record Book 2751, at Page 198

II. Ashepoo River Buffer. In order to protect the scenic view along this public waterway, as well as to provide an ecological transition zone for wildlife and water quality protection along the waterway, there shall be no Impervious Surface or structures (other than the one (1) covered boathouse as described in Paragraph 5(C)(V), the two (2) docks as described in Paragraph 5(C)(VII), the one (1) boat ramp as described in Paragraph 5(C)(VIII), fencing and gates, utility and service lines for any permitted use under the terms of this Easement, wildlife observation towers, and water control structures) on that portion of the Protected Property within two hundred and fifty (250) feet of the south side Water Line adjacent to the Ashepoo River. Forest Management Practices are permitted in the Ashepoo River Buffer pursuant to the Forest Management Plan, provided there shall be no clearcutting of timber unless Grantee determines it is necessary for forest health purposes and provides prior Approval. There shall be no activities that endanger the health or survival of Significant Trees without prior 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. Grantor reserves the right to create, improve, repair, replace, or maintain new or existing waterfowl impoundments, subject to the provisions of Paragraph 5(P) below, in the Ashepoo River Buffer. Agricultural Activities are permitted so long as they are consistent with the Purpose of this Easement. Waterfowl impoundments may be planted for wildlife or cultivated for rice or other crop production.

(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 low impact home-based businesses or activities that do not impair the Conservation Values, 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, occasional weddings or similar events, and the 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) Signs. Signs visible from off of the Protected Property shall be limited to a maximum of fifteen (15) 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.

(K) 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.

(L) Forestry Uses. A Forest Management Plan consistent with the Purpose of this Easement is required for the Protected Property. Forestry Uses are limited to those Forest Management Practices defined in the Forest Management Plan or as defined by Best Management Practices of the South Carolina Forestry Commission or its successor agency. 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.

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

(N) 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 of this Easement.

(O) Pond(s). Enlargement of existing pond(s) and construction of new pond(s) shall be limited in size to twenty (20) acres in the aggregate, shall be subject to prior Approval from the Grantee, in accordance with the Grantee's Policy on Pond Enlargement and Construction, 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(Q) Mining. However, any extracted soil, sand, gravel or other materials from enlargement or construction of pond(s) may be used on the Protected Property for improvement or maintenance of roads, development of permitted structures or any other permitted use.

(P) 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 prior 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.

(Q) 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.

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

(S) 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.

(T) Eligibility for Conservation Programs. Grantor reserves the right to participate in conservation, preservation, or mitigation programs existing now or permitted in the future for any activity or use permitted (or restricted, as the case may be) on the Protected Property under this Easement, including but not limited to carbon sequestration credits and greenhouse gas credits.

(U) Right to Lease. Subject to the other provisions of this Conservation Easement, Grantor reserves the right to lease all or a portion of the Protected Property for any purpose permitted under this Conservation Easement, including permitted Commercial Uses.

(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, (ii) will not adversely affect the qualification of this Easement as a "qualified conservation contribution" under any applicable laws, including §§170(h) and 2031(c) of the Code or the Act, and (iii) 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.
- (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. As required by §1.170A-14(g)(6)(ii) of the Treasury Regulations, in the event of any extinguishment or termination of this Easement, any sale, exchange, or involuntary conversion of the Protected Property entitles Grantee to a percentage of the gross sale proceeds, equal to the ratio of the appraised value of this Easement to the unrestricted fair market value of the Protected Property established as of the date donated.

If all or a part of the Protected Property is taken by exercise of the power of eminent domain, Grantor and Grantee shall be respectively entitled to compensation in accordance with applicable law and as provided in this Paragraph. Grantor and Grantee shall divide the net proceeds after the payment of all expenses of the condemnation 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 the purpose of the above Paragraphs, the parties hereto stipulate that the value of this Easement and the value of the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. The percentage interests shall be determined by the ratio of the value of this Easement to the value of the Protected Property, without reduction for the value of this Easement. All such proceeds received by Grantee shall be used in a manner consistent with Grantee's mission. This provision is not intended to violate the provision required by Code §170(h)(2)(C) that requires this 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; provided that no amendment shall be allowed that will adversely affect the eligibility of this Easement as a "qualified conservation easement" or "qualified conservation contribution" under any applicable laws, including §§170(h) and 2031(c) of the Code. No amendment shall be allowed which would adversely affect the "tax exempt" status of the Grantee under any applicable laws, including §501(c)(3) of the Code and Treasury Regulations promulgated thereunder. Any such amendment shall be consistent with the 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 as stated in §1.170A-14(d)(4)(v) of the Treasury Regulations, 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, which from time to time be amended and/or modified. 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 Colleton 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, which may from time to time be amended and/or modified. 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: Dawn of Hope Plantation, LLC
701 East Bay Street, Suite 518
Charleston, SC 29403

If to Grantor's Attorney: Kevin A. Brown
Anderson & Brown, LLC
807 First Street West
PO Box 576
Hampton, SC 29924

If to Grantee: Lowcountry Land Trust, Inc.
635 Rutledge Avenue, Suite 107
Charleston, SC 29403
Attn: President & CEO

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 Register of Deeds Office for Colleton 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 Register of Deeds Office for Colleton 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.

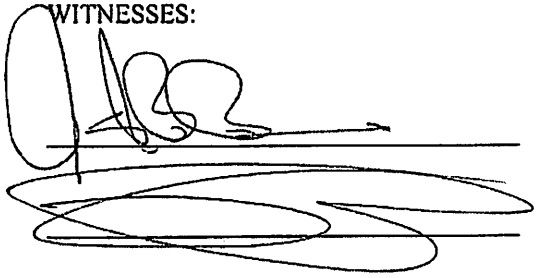
TO HAVE AND TO HOLD the Easement interests herein described unto Grantee forever.

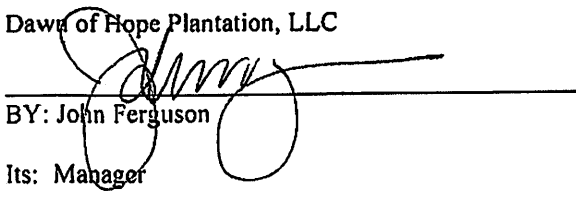
By execution of this Easement, the Grantee accepts this Easement and the rights and obligations recited herein.

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 July 29, 2016 and recorded July 29, 2016 in Book 2448 at Page 223 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.

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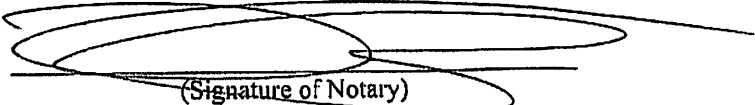
WITNESSES:


GRANTOR:
Dawn of Hope Plantation, LLC

BY: John Ferguson
Its: Manager

STATE OF SOUTH CAROLINA)
COUNTY OF Colleton)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this 11th day of February, 2019, before me the undersigned Notary, and I do hereby certify that the above named Grantor by John Ferguson, its Manager, personally appeared before me and acknowledged the due execution of the foregoing instrument.



(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: 10-2026

Printed Name of Notary: Kevin A. Brown



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WITNESSES:

[Signature]
[Signature]
[Signature]
[Signature]

GRANTEE:

LOWCOUNTRY LAND TRUST, INC.

By: Abeluy Demosthenus
Its: President; CEO
And: R Scott Wallinger
Its: Chair

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this 10 day of DECEMBER, 2019, before me the undersigned Notary, and I do hereby certify that the above named duly authorized officers of the Grantee personally appeared before me and acknowledged the due execution of the foregoing instrument.

Alison Lee Cozay
(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: 10/19/2028

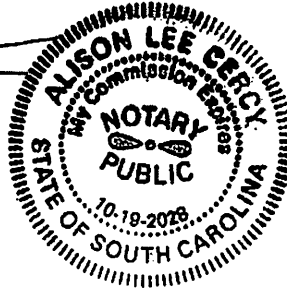


EXHIBIT "A"
Property Description

All that certain piece, parcel or tract of land, containing 731.00 acres, more or less, situate, lying and being in Colleton County, State of South Carolina, with such property being more fully shown, described, and delineated by reference to a Plat thereof entitled "BOUNDARY SURVEY AS REQUESTED BY JOHN FERGUSON FOR DCF DAWN, LLC AND DAWN OF HOPE PLANTATION, LLC COLLETON COUNTY SOUTH CAROLINA" prepared by James C. Ulmer, PLS No. 16495, dated May 5, 2016 and recorded on the 29th day of July, 2016 in the Colleton County Register of Deeds Office in Plat Book 933, at Page 15, to which aforesaid Plat reference is hereby specifically craved for a full and complete description of the subject 731.00 acre tract of land.

This being the same property conveyed to Dawn of Hope Plantation, LLC and DCF Dawn, LLC by deed of DOH Enterprises, LLC dated the 29th day of July, 2016 and recorded on the 29th day of July, 2016 with the Colleton County Register of Deeds Office in Record Book 2448, at Page 218. DCF Dawn, LLC and Dawn of Hope Plantation, LLC subsequently merged leaving Dawn of Hope Plantation, LLC as the surviving entity as evidenced by Articles of Merger recorded in the office of the South Carolina Secretary of State.

TMS No.: 249-00-00-002

Property Address: 4285 Clover Hill Road, Green Pond, SC 29446

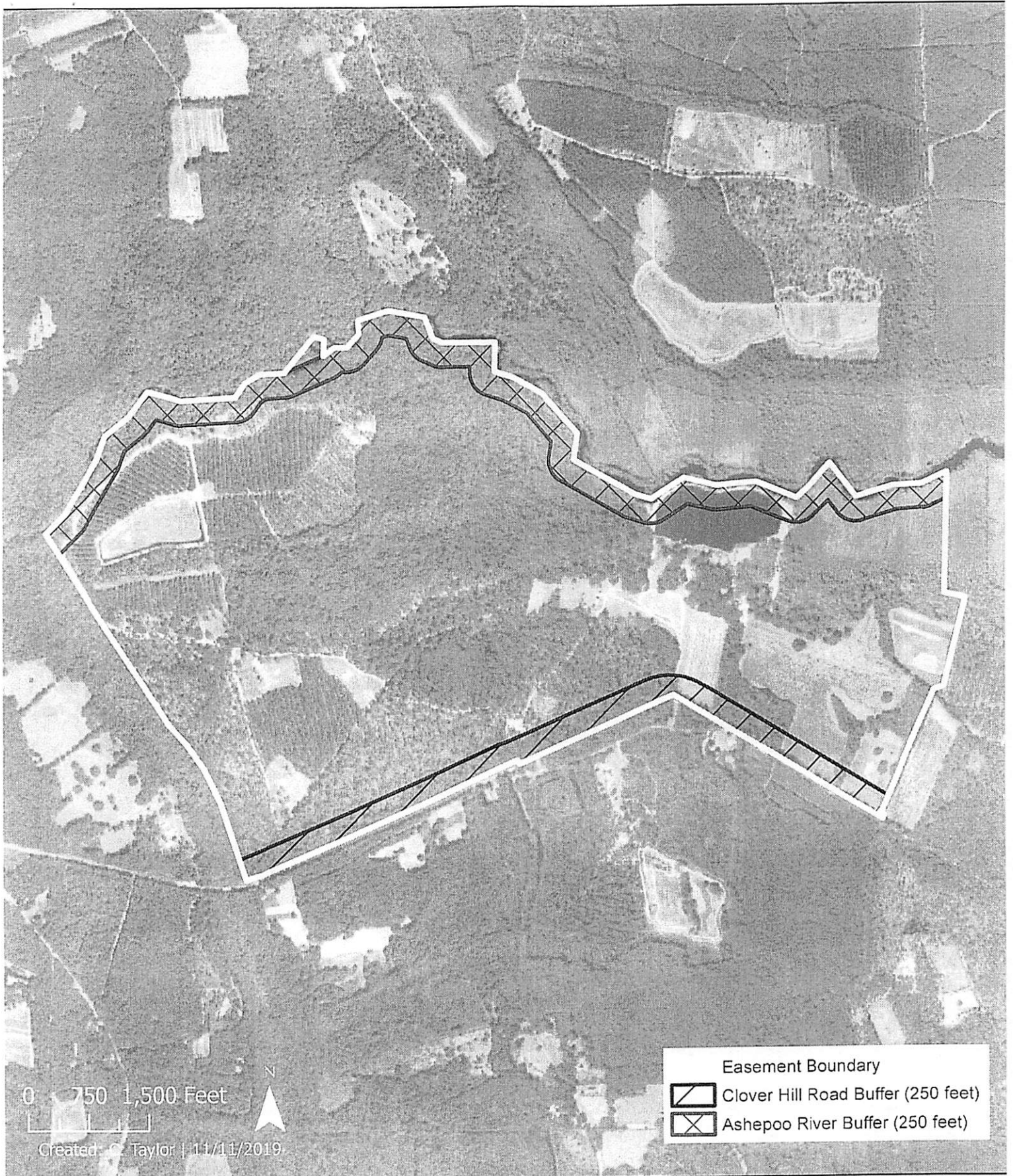


Exhibit B: Dawn of Hope Plantation

Created by Lowcountry Land Trust for presentation purposes. Refer to conservation easement, legal description(s), and plat(s) for full terms. Boundary from recorded Colleton County 2016 plat, Volume 933, Page 15. NAIP 2017 imagery shown.

EXHIBIT C

GRANT AGREEMENT

This Agreement, made as of the 9th day of October 2019, by and between the South Carolina Conservation Bank ("Bank") and Lowcountry Land Trust ("Grantee"), is for the permanent conservation of 731 acres in Colleton County, otherwise referred to as Dawn Plantation ("Property"). By signing this Agreement or accepting any of the Grant funds, Grantee agrees to comply with the terms and conditions set forth herein.

I. **Grant Award.** The Bank hereby awards funding in the amount of Three Hundred Thirteen Thousand Six Hundred Fifty Dollars (\$313,650.00) (the "Grant") to Grantee for the acquisition of real estate interests for conservation purposes as set forth in Grantee's application for funding ("Application"), which was received by the Bank on July 31, 2019, and approved by the Bank's Board of Directors at a public hearing on September 30, 2019 ("Public Hearing"). All representations made by Grantee in the Grant Application and during the Public Hearing are incorporated into this Grant Agreement.

II. General Terms of Grant.

- A. Project: Dawn Plantation
- B. Date Authorized: September 30, 2019
- C. Grantee: Lowcountry Land Trust
- D. *Escrow Agent: Kevin A Brown, Vendor Number 7000054536
- E. Total Grant Amount: \$313,650
- F. Grant Period: FY 19-20

III. **Availability of Funds.** The release of any Grant monies is subject to the availability of Bank funding.

IV. **Use of Grant Funds.** The Bank awarded this Grant in reliance upon the accuracy and completeness of the Grantee's Application and supporting documents, and Grantee's representations during the Public Hearing. Grant funds must only be used for the acquisition of real estate interests for conservation purposes and for qualified closing costs, as represented in the Application and Public Hearing, and approved by the Bank's Board of Directors. Any material changes to the scope or purpose of the Project arising after the date Bank's Board of Directors approved the Grant shall render this Agreement null and void, unless the Bank's Board of Directors subsequently approves of same.

V. **Conditions for Disbursement of Grant Funds.** Per the statutory requirements of the Conservation Bank Act, before Grant funds may be released, the Grantee must provide the Bank the items listed below to the Bank's satisfaction.

- A. A formal appraisal of the property;
- B. A Phase One Environmental hazard assessment;
- C. A signed and executed contract;
- D. A statement of intent to acquire title insurance;

12/2/2019

E. A management/financial resources plan or baseline documentation report (BRD) (including a description of how the property will be managed to protect the conservation values of the property);

F. A signed copy of this Grant Agreement by the Grantee and, for conservation easements, also by the landowner; and

G. Any other data, acknowledgement, or documentation requested by the Board of Directors of the Bank.

VI. Discrepancies.

A. Acreage Discrepancies. If the interest in the Property is reduced in acreage up to 10% as to that stated in the Application, the Bank staff shall have the authority to reduce the award on a proportional per acre basis. However, a reduction of acreage exceeding 10% shall be deemed material and will render the original Grant null and void.

B. Valuation Discrepancies. If the property values stated in the Application materially deviate from the final appraisal, the Board of Directors of the Bank reserves the right to require the applicant to resubmit the application for reconsideration with updated financials.

VII. Release of Grant Funds. The Bank will release the Grant funds to Grantee within the Grant Period after Grantee executes this Grant Agreement and provides documentation that Grantee has complied with all other terms and conditions. Furthermore, the disbursement of Grant funds is contingent on the receipt and approval by the Bank of items listed in Section V (A) through (G) by May 31, 2020.

VIII. Closing Deadline. Closing for the properties should be scheduled no later than June 30, 2020, or within 60 days of the release of Grant funds, whichever is sooner.

IX. Closing Package. Grantee shall provide a Closing Package to Bank staff, which shall include the items listed below. The Closing Package must be received by the Bank within 30 days of closing the real estate transaction subject to the Application.

A. Cover letter listing all enclosed documents, a full accounting of the use of Grant funds, and a brief acknowledgement that Grantee has satisfied the objectives, terms and conditions of the Project, as set forth in the Application and Public Hearing;

B. Copy of the signed closing statement;

C. Copy of recorded Grant Agreement;

D. Copies of final due diligence and legal documents, and all other recorded documents; and

E. All other documentation requested by the Bank.

12/2/2019
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X. Reporting. In the event that Grantee has not closed on the project by January 31, 2020, Grantee shall submit to the Bank a written status report indicating the anticipated closing date and describing any material updates or changes to the Project.

XI. Recorded Grant Agreement. This executed Grant Agreement must be recorded on the deed(s) of the real estate interest subject to the Grant. A copy of the recorded Grant Agreement must be submitted in the Closing Package.

XII. Annual Report. A copy of Grantee's annual inspections of the Property must be submitted to the Bank within twelve (12) months of the release of Grant funds. Thereafter, copies of all future inspection reports must be submitted to the Bank on an annual basis. Electronic copies of Grantee's annual stewardship reports are acceptable. Grantee is required to give the Bank notice of any stewardship concern that materially threatens the conservation purposes of the Grant within 30 days of discovering it.

XIII. Indemnification. Grantee agrees to indemnify, defend and hold harmless the Bank from and against any loss, cost, or damage of any kind arising out of its breach of this Agreement, and or Grantee's negligence or willful misconduct.

XIV. Title Insurance Proceeds. Proceeds arising out of any perfected claim against title will be shared in proportion to the Bank's Grant, as compared to the total cash funds provided from all sources for the acquisition of the interests in the land.

XV. Reversion of Grant Funds. Grantee will immediately return to the Bank any unexpended funds at the end of the Grant period. Funds also shall be immediately returned if the Bank terminates the Grant in accordance with the terms of this Agreement

XVI. Termination. The Bank may terminate the Grant (including any further funding thereof) immediately if, in its sole discretion, it determines the Grantee has breached this Agreement, has not made adequate attempts to fulfill the terms of the Grant, has made a misrepresentation about the organization, including its 501(c)(3) status, or the Project, files bankruptcy, or has misappropriated Grant funds.

XVII. Accounting. Grantee shall be responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices. Grantee's financial record-keeping and accounting procedures relating to the administration of the Grant must be made available for examination by the Bank staff if requested with reasonable notice and during normal working hours for three years after the end of the Grant period.

XVIII. Publicity. Grantee agrees to coordinate with Bank before issuing press releases or other public statements concerning the Grant.

XIX. Limit of Commitment. The Bank has no obligation to provide any support beyond the Grant period, unless otherwise agreed to in writing between the Parties.

XX. Applicable Law. This Grant shall be governed by and construed in accordance with the laws of South Carolina. In carrying out the Project, Grantee will comply with all applicable

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laws, regulations, and rules, and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

XXI. Legal Relationship and Liability. Nothing contained herein shall create a partnership, joint venture, employment, agency or fiduciary relationship between the parties. Neither party has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Agreement. Neither party to this Agreement shall be liable to the other party for any consequential, punitive, special or exemplary damages (including lost profits) resulting from or arising out of any breach of this Agreement, or any party's performance under this Agreement

XXII. Counterparts. This Agreement may be executed in any number of counterparts (or upon separate signature pages bound together in one or more counterparts), each executed counterpart constituting an original agreement, but altogether constituting only one agreement. This Agreement may be executed via facsimile or electronic document (including PDF) signature.

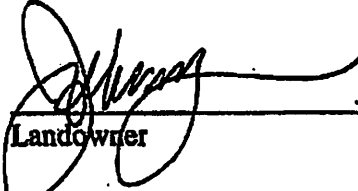
XXIII. Escrow Agent. All approved Grant funds shall be disbursed to an escrow agent with an active state vendor number for the acquisition of the real estate, as set forth in the Grant Application. However, if the Grant award is used to retire a note associated with a bridge loan used to acquire the Property, the Bank shall mail a check to the applicant, in which case the applicant shall provide a loan satisfaction letter along with all other closing documents to the Bank within 30 days.

XXIV. Entire Agreement. This Grant Agreement constitutes the entire agreement between the Grantee and the Bank. No oral representations or other agreements have been made by the Grantee or the Bank except as stated herein.

The terms of this Grant Agreement are accepted and agreed to by:


Grantee

South Carolina
Conservation Bank


Landowner

By: Ashley Demosthenes
Title: President & CEO
Date: 12/2/19

By: J. Raleigh West
Title: Executive Director
Date: October 9, 2019

By: John G. Ferguson
Title: MANAGER
Date: 12/2/2019

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

AFFIDAVIT

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 being transferred is located at a Conservation Easement on 731 acres in Colleton County, South Carolina, bearing Colleton County Tax Map Number 249-00-00-002, was transferred by Dawn of Hope Plantation, LLC to Lowcountry Land Trust, Inc. on December 11, 2019.

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: (See Information section of affidavit): 1

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 \$313,650.00.
- (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: \$ 313,650.00
- (b) Place the amount listed in item 5 above here: \$ 0.00
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ 313,650.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$1,161.80

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney for Purchaser/Grantee.

9. I understand that a person required to furnish this affidavit who willfully 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.

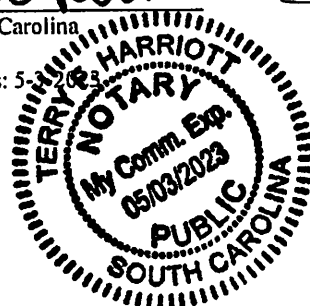
Sworn to before me this 11th day of December, 2019.

Responsible Person connected with the Transaction

Terry F. Harriott

Kevin A. Brown, Attorney for Purchaser

Notary Public for South Carolina
Terry F. Harriott
My Commission Expires: 5-31-2023



EASEMENT RECORDING FEES	\$25.00
STATE TAX	\$816.40
COUNTY TAX	\$345.40
PRESENTED & RECORDED: 12-12-2019 04:38:40 PM	
BK: RB 2803	DEBORAH H. GUSLER
PG: 233 - 260	REGISTER OF DEEDS
ANDERSON & BROWN, LLC	COLLETON COUNTY, SC
PO BOX 576	
HAMPTON SC 29924	

INFORMATION SHEET

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

1. transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
2. transferring realty to the federal government or to a State, its agencies and departments, and its political subdivisions, including school districts;
3. that are otherwise exempted under the laws and Constitution of this State or of the United States;
4. transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
5. transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
6. transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
7. that constitute a contract for the sale of timber to be cut;
8. transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
9. transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
10. transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
11. transferring realty in a statutory merger or consolidation from a constituent partnership to the continuing or new partnership; and,
12. that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
13. transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings.
14. transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
15. transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.