

3. (c) (Subdivision) Subdivision or adjustment of the boundaries between separate tracts comprising the Protected Property by Grantor or her heirs or assigns shall be limited to subdivision of the Protected Property into no more than four (4) tracts, the size and configuration of each such tract to be determined by the Grantor.

2. Said Paragraph 4. (b) of the Easement is hereby deleted and the following Paragraph 4. (b) is substituted in lieu thereof:

4. (b) The right to build, maintain, improve, repair and provide utility service to no more than three (3) residences on the Protected Property, with appurtenant structures such as a tool shed and other accessory buildings for each such residence; provided, that (i) the "footprint" area of each such residence and appurtenant structures (that is, the total land area encompassed by a circle within which is situated one such residence and its appurtenant structures) shall not exceed five (5) acres per each such residence, and (ii) the aggregate enclosed, heated area of each such residence and its appurtenant structures shall not exceed three thousand (3000) square feet.

3. It is not the intent of the Personal Representatives of the Estate of the Grantor nor of the Grantee to amend or alter the terms, restrictions or provisions of the Easement, but merely to clarify the intended meaning of Paragraphs 3. (c) and 4. (b) thereof, as understood by them and as expressed herein above. Further, both the Personal Representatives of said Estate and the Grantee intend that this Clarification neither enhance nor impair in any way the conservation values placed upon the Protected Property by the Easement, nor the conservation effects of the Easement.

4. Nothing herein shall serve to change any provision of the Easement so as to cause a violation of Section 170 (h) of the Internal Revenue Code of 1986, as amended, or applicable Treasury Regulations thereunder.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 1st day of Nov., 1997.

WITNESSES:

Robert G. Matthew

Elizabeth G. Matthew P.R.

Elizabeth G. Matthew, P.R.

Sarah G. Sturm

AKA: Elizabeth Gregorie Matthew

Signed this 30th day of October 1997.

J. Michael Fickling
Kenneth W. Stoltz

Sarah G. Sturm, P.R.
Sarah G. Sturm, P.R.
AKA: Sarah Gregorie Sturm

Signed this 28th day of October 1997.

Susan F. Richardson

The Lowcountry Open Land Trust

By: Louise J. Maybank
Louise J. Maybank
President

H. Suzanne Simpson

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY APPEARED before me the witness named above who made oath that (s)he saw the within named Elizabeth G. Matthew, *Personal Representative, sign, seal and as her act and deed, deliver the within named Clarification Amendment, and that (s)he with the other witnesses above named witnessed the execution hereof.

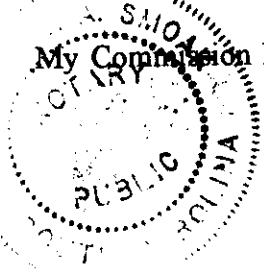
* AKA Elizabeth Gregorie Matthew

Sarah G. Sturm

SWORN BEFORE ME THIS 1st
day of November, 1997.

Elizabeth Alston Smao (SEAL)
Notary Public for South Carolina

My Commission Expires: 5/31/00



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY APPEARED before me the witness named above who made oath that (s)he saw the within named The Lowcountry Open Land Trust, by Louise J. Maybank, President, sign, seal and as her act and deed, deliver the within named Clarification Amendment, and that (s)he with the other witness above named witnessed the execution hereof.

Suzanne E. Ruben

SWORN BEFORE ME THIS 26th
day of October, 1997.

Jane S. Larean (SEAL)
Notary Public for South Carolina

My Commission Expires: Sept. 11, 2006

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY APPEARED before me the witness named above who made oath that (s)he saw the within named Sarah G. Sturm,*Personal Representative, sign, seal and as her act and deed, deliver the within named Clarification Amendment, and that (s)he with the other witness above named witnessed the execution hereof.

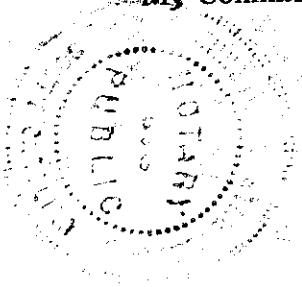
*Sarah Gregorie Sturm

J. Michael Jenkins

SWORN BEFORE ME THIS 30th
day of October, 1997.

Kenneth W. Shelby (SEAL)
Notary Public for South Carolina

My Commission Expires: 11-20-06



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

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 is being transferred BY:

Clarification Amendment to Deed of Conservation Easement executed by Sarah Barnwell Gregorie, as "Grantor," in favor of The Lowcountry Open Land Trust, as "Grantee," as originally recorded in Book E 209, Page 331, in the R.M.C. Office for Charleston County, South Carolina, on November 14, 1991.

- 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 distribution to a trust beneficiary.
 - (c) X **EXEMPT** from the deed recording fee because, **(Exemption # 12)**
(Explanation if required): Corrective Deed

(IF EXEMPT, PLEASE SKIP ITEMS 4-6, AND GO TO ITEM 7 OF THIS AFFIDAVIT).

- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$_____.
 - (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 \$_____.

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NOTARY PUBLIC
SOUTH CAROLINA

6. The DEED Recording Fee is computed as follows:

- (a) _____ the amount listed in item 4 above.
- (b) _____ the amount listed in item 5 above (no amount, place zero).
- (c) _____ Subtract Line 6(b) from Line 6(a) and place the result.

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

8. I understand that a person required to furnish this Affidavit who wilfully furnishes a false or fraudulent Affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand (\$1,000.00) Dollars or imprisoned not more than one (1) year, or both.

November 6, 1997.

T. Heyward Carter, Jr.
Legal Representative connected with this transaction

T. Heyward Carter, Jr., Esquire
Evans, Carter, Kunes and Bennett, P.A.
Post Office Box 369
Charleston, South Carolina 29402-0369

Phone Number: (803) 577-2300

SWORN TO BEFORE ME THIS
6th day of November, 1997.

Cristy Anne White
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: Jan 18, 2005



EVANS, CARTER, KUNES, & BENNETT, P.A.
151 Meeting Street, Suite 415
Charleston, SC 29401

BK R 292PG805

FILED

R292-797

97 NOV -6 PM 3:45

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Recording Fee	<u>13.00</u>
State Fee	<u>EXEMPT</u>
County Fee	<u> </u>
Postage	<u> </u>
TOTAL	<u>13.00</u> c

OK
me Carter
LN

PID VERIFIED	
ASSR	<u>LCB</u>
DTD	<u>11/10/97</u>

097-00-00-009

Recorded this 6 day of Nov Year 97
On Property Record Card
Reggie A. Mosley
Auditor Charleston County