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DEED BOOK 718

DEED BOOK 701 PAGE 279

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THE PROVISIONS OF THIS CONSERVATION EASEMENT ARE SUBJECT TO ARBITRATION IN ACCORDANCE WITH THE SOUTH CAROLINA UNIFORM ARBITRATION ACT.

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON) CONSERVATION EASEMENT

This CONSERVATION EASEMENT made this 22 day of December, 1995.

RECITALS:

- A. The Nature Conservancy, (the "Grantor"), a non-profit corporation, organized and existing under the laws of the District of Columbia and having an address of 1815 North Lynn Street, 4th Floor, Arlington, Virginia 22209, is the owner in fee simple of certain real property, (the "Protected Property") that has ecological, open space, scientific, educational and aesthetic value in its present state as a natural area that has not been subject to development or exploitation. The Protected Property is located in Colleton County, South Carolina and is more particularly described in Exhibit A attached. The Lowcountry Open Land Trust, Inc., (the "Grantee"), is a non-profit corporation incorporated under the laws of the State of South Carolina as a tax exempt public charity under Section 501(c)(3) and 509(a)(1) of the Internal Revenue Code, qualified under section 170(h) of the Internal Revenue Code to receive qualified conservation contributions, and having its headquarters at 456 King Street, Charleston, South Carolina 29403, and whose purposes include, *inter alia*, preservation of natural areas and open space for scientific, charitable, educational and aesthetic purposes.
- B. The specific conservation values of the Property are documented in an Easement Documentation Report, prepared by Grantee and signed and acknowledged by the Grantor, that establishes the baseline condition of the Protected Property at the time of this grant and includes reports, maps, photographs, and other documentation.
- C. The Grantor and Grantee have the common purpose of conserving the above-described conservation values of the Protected Property in perpetuity, and the State of South Carolina has authorized the creation of Conservation Easements pursuant to the South Carolina Conservation Easement Act of 1991 (Sections 27-8-10, *et seq*) and Grantor and Grantee wish to avail themselves of the provisions of that law.

RE-RECORDED TO ADD EXHIBIT "B" AND "C"

Re-Recorded

DEED BOOK 718 PAGE 280
DEED BOOK 701 PAGE 10

NOW, THEREFORE, the Grantor, for and in consideration of the facts recited above and of the mutual covenants, terms, conditions and restrictions contained herein and as an absolute and unconditional gift, hereby gives, grants, bargains, sells and conveys unto the grandee a Conservation Easement in perpetuity over the Protected Property of the nature and character as follows:

1. **PURPOSE.** The purpose of this Conservation Easement is to ensure that the Protected Property will be retained forever predominantly in its natural, scenic, and open space condition; to protect any rare plants, animals, or plant communities on the Protected Property; and to prevent any use of the Protected Property that will significantly impair or interfere with the conservation values of the Protected Property described in the Easement Documentation Report. The Grantor intends that this Conservation Easement will restrict the use of the Protected Property to only such activities as are consistent with the purpose of this Conservation Easement.
2. **PROHIBITED USES.** Any activity on or use of the Protected Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, **except as provided in paragraph 3 below:**
 - 2.1 **No Construction.** There shall be no constructing or placing of any building, landing strip, mobile home, fence or sign (other than those required by the Grantee for appropriate management), asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, sodium vapor light or any other temporary or permanent structure or facility on or above the Protected Property.
 - 2.2 **No Excavation.** There shall be no excavating, dredging, mining, drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography or surface hydrology of the Protected Property in any manner.
 - 2.3 **No Cutting.** There shall be no removal, harvesting, destruction or cutting of trees, shrubs or plants, planting of trees, shrubs or plants, use of fertilizers, plowing, introduction of non-native animals, grazing of domestic animals, or disturbance or change in the natural habitat in any manner.
 - 2.4 **No Commercial or Industrial Uses.** There shall be no commercial or industrial uses of the Protected Property. There shall be no granting of

Re-Recorded

DEED
BOOK

718

PAGE

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DEED
BOOK

701

PAGE

11

any right of passage through the Protected Property for any commercial or industrial uses on other property.

- 2.5 **No Dumping.** There shall be no storage or dumping of ashes, trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Protected Property; there shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils that could cause erosion or siltation on the Protected Property.
 - 2.6 **No Pollution.** There shall be no pollution, alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies that would be detrimental to water purity or that could alter the natural water level or flow in or over the Protected Property.
 - 2.7 **No Vehicles.** There shall be no operation of dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, jet skis, or motorized boats on the Protected Property.
 - 2.8 **No Subdivision.** The Protected Property may not be divided, partitioned, or subdivided, nor conveyed except in its current configuration as an entity.
 - 2.9 **Scenic Buffers.** There shall be established and maintained a 300-foot scenic buffer along Ivanhoe Creek, with no construction or clearing within the scenic buffer except as provided in Paragraph 3. There shall be established and maintained a 150-foot buffer along SC Route 303, with no construction within the scenic buffer except as provided in Paragraph 3.
3. **GRANTOR'S RESERVED RIGHTS.** The Grantor hereby reserves the following rights:
- 3.1 **Existing Uses.** The right to undertake or continue any activity or use of the Protected Property not prohibited by this Conservation Easement. Prior to making any change in use of the Protected Property, the Grantor shall notify the Grantee in writing to allow the Grantee a reasonable opportunity to determine whether such change would violate the terms of this Conservation Easement.

Re-Recorded

DEED BOOK 718

DEED BOOK 701 PAGE 12
PAGE 282 4

- 3.2 **Subdivision and Construction.** The right to subdivide the Protected Property into no more than two tracts of no less than 20 acres each. Grantor shall have the right to construct, maintain, replace or relocate to the Protected Property on each tract one single family dwelling, occupied for residential purposes only, and associated outbuildings, including garages, barns, workshops, stables, a dock and boardwalk. Each dwelling shall contain no more than 4000 square feet of heated floor space and shall be no more than 50 feet in height from ground elevation. Land around each dwelling, not to exceed five acres, may be cleared and landscaped as yard space. The associated outbuildings shall be of a size and used for such purposes as are customarily associated with rural dwellings in the area. Septic systems, wells, utility facilities and driveways may be constructed on the Protected Property to serve each dwelling. No construction or clearing shall take place within 300 feet of Ivanhoe Creek, provided, Grantor may construct an unpaved footpath and/or boardwalk to provide pedestrian access to Ivanhoe Creek and a dock/boat ramp not to exceed 250 square feet in size, on Ivanhoe Creek as delineated in "Exhibit B". No construction shall take place within 150 feet of SC Route 303, provided Grantor may conduct forestry practices in accordance with approved forestry management plan. No manufactured homes or trailers shall be placed or allowed to remain on the Protected Property.
- 3.3 **Forest Management.** The right to commercially harvest timber on forest areas through selective, uneven age cutting pursuant to a written forest management plan, prepared at Grantor's expense by a forester registered and certified in the State of South Carolina, said forest management plan to be approved by Grantee. In addition to the above limitations, the forest management plan shall meet or exceed standards accepted as Best Management Practices by the South Carolina Forestry Commission as they shall be amended from time to time. There shall be no cutting, clearing, cultivating, draining or disturbance on bottomland hardwood forest areas for any purpose other than the enhancement of wildlife habitat or timber stand improvement; provided, however, that there shall be no cutting, clearing, cultivating, draining of disturbance of any kind on bottomland hardwood forest areas within 300 feet of Ivanhoe Creek. The bottomland hardwood areas are more particularly described in "Exhibit C" attached hereto and incorporated herein by this reference.
- 3.4 **Wildlife Habitat Management.** The right to cut trees, shrubs or other plants to create wildlife openings or fields, subject to a written wildlife habitat management plan approved by Grantee. Said wildlife habitat management plan shall include: the right to conduct prescribed burns; the

right to maintain existing trails; the right to construct a wetland area of no more than 5.8 acres solely for the purpose of wildlife habitat enhancement, provided that such construction is in compliance with all federal, state and local regulations; the right to clear vegetation to preserve existing vistas; and, the right to clear, plant and maintain no more than five wildlife food plots not to exceed one half acre each.

- 3.5 **Diseased Trees.** The right to cut and remove diseased or insect infested trees, shrubs, or plants. In the event of insect attack, ice or wind damage, wildfire or other natural disaster which threaten the long range protection of the conservation features of the Protected Property, then salvage and reforestation operations on the affected area will be permitted using Best Management Practices adopted by the South Carolina Forestry Commission.
- 3.6 **Hunting and Fishing.** The right to hunt and fish on the Protected Property in accordance with local, state and federal regulations.
- 3.7 **Nature-Based Tourism Uses.** The right to conduct any activity related to the Nature-Based Tourism uses of the Protected Property, as hereinafter defined, subject to a management plan approved by the Grantee. For the purposes of this easement, "Nature-Based Tourism Uses" shall include: guided fishing, canoeing, kayaking, bird-watching, photography and other outdoor tours; overnight camping or accommodation in permitted dwellings in connection with such tours; and other such activities that are not disruptive of the natural environment and do not impair the Conservation Values of the Protected Property.
- 3.8 **Dump and Borrow Pit.** The right to maintain an existing dump site for the deposition of waste generated on the Protected Property and the right to continue excavation of sand and clay from an existing borrow pit for use in maintenance of roads and structures on the Protected Property. With the prior written approval of the Grantee subject to paragraph 15 below, and new dump site and/or borrow pit may be established.
- 3.9 **Signs.** The right to post "no trespassing" signs, directional signs, signs indicating and identifying occupancy and signs advertising the sale of the Protected Property. One sign shall not exceed 24 inches by 36 inches, while all other signs shall not exceed 12 inches by 12 inches in size.
- 3.10 **Transfer.** The right to sell, give, mortgage, lease, or otherwise convey the Protected Property, provided such conveyance is subject to the terms

Re-Recorded

DEED
BOOK

718

DEED
BOOK 701 PAGE

14

PAGE 284 6

of this Conservation Easement and written notice is provided to the Grantee in accordance with paragraph 18 below.

4. **GRANTEE'S RIGHTS.** To accomplish the purpose of this Conservation Easement, the following rights are conveyed to the Grantee by this Conservation Easement:
 - 4.1 **Right to Protect.** The right to preserve and protect the conservation values of the Protected Property.
 - 4.2 **Right of Entry.** The right to enter the Protected Property at all reasonable times and with prior notice, for the purposes of: (a) inspecting the Protected Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement; (b) enforcing the terms of this Conservation Easement; and (c) taking any and all actions with respect to the Protected Property as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof.
 - 4.3 **Enforcement.** The right to prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to paragraph 6.
5. **Arbitration.** In the event there is a disagreement between the Grantors and the Grantee as to whether or not i) the Grantors have acted unreasonably in the exercise of any discretionary power reserved by the Grantor, such as approving certain requests made by the Grantee; or ii) the Grantee has acted unreasonably in the exercise of any discretionary power granted to the Grantee, such as approving certain requests made by the Grantor (collectively "Arbitration Issues"), the Arbitration Issue shall be resolved by a committee made up of three individuals who have reasonable experience with conservation easements and land uses of similar properties. One individual shall be selected by the Grantee, one individual shall be selected by the Grantor, and the other individual shall be selected by the two individuals selected by the Grantee and Grantor. The committee shall determine by majority vote the Arbitration Issue. The determination of the committee shall be binding upon the Grantor and the Grantee. Only Arbitration Issues shall be subject to the South Carolina Uniform Arbitration Act. In the event that a dispute includes issues in addition to an Arbitration Issue, the matter shall not be subject to arbitration.

6. Grantee's Remedies. If Grantee determines that Grantors are in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantors of such violation 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 of the Conservation Easement, to restore the portion of the Protected Property so injured. If Grantors fail to cure the violation within thirty (30) days after receipt of notice thereof from Grantee (or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, if Grantee shall fail to begin curing such violation within said thirty (30) day period, or 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 Conservation 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 Conservation Easement, including damages for the loss of the Conservation Values of the Protected Property, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Grantors' liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its legal and equitable remedies under this paragraph without prior notice to Grantors or without waiting for the period provided for cure to expire.
- Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantors agree that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that 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 Conservation Easement, without the necessity of providing either actual damages or the inadequacy of otherwise available legal remedies. 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.
7. Costs of Enforcement. If Grantee prevails in any action to enforce the terms of this Conservation Easement, any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantors, including without limitation, costs of suit and reasonable attorneys' fees, and any reasonable costs of restoration

Re-Recorded

DEED BOOK 718 PAGE 286
DEED BOOK 701 PAGE 16

necessitated by Grantors' violation of the terms of this Conservation Easement shall be borne by Grantors. If Grantors prevail in any action to enforce the terms of this Conservation Easement, Grantors' cost of suit, including without limitation, reasonable attorneys' fees, shall be borne by Grantee.

8. Grantee's Discretion. Enforcement of the terms of this Conservation Easement shall be at the discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any terms of this Conservation Easement by Grantors 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 Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.
9. Acts Beyond Grantors' Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Protected Property resulting from causes beyond Grantors' control, including, without limitation, trespass by third persons, fire, flood, storm and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.
10. Access. No right of public access to any portion of the Protected Property is conveyed by this Conservation Easement, except as expressly provided herein.
11. Costs, Liabilities, and Taxes. Grantors and the successors in title to the Grantors retain 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, the maintenance of general liability insurance coverage, but excepting any taxes directly to or upon Grantee.

In the event that the Grantee shall be made a party to a claim or lawsuit brought by a third party solely by reason of the Grantee's limited legal interest in the Protected Property ("Third Party Action"), the Grantor agrees to defend the Grantee from such Third Party Action and to indemnify the Grantee from any judgments and out-of-pocket costs, including reasonable attorney fees, actually incurred by the Grantee as a result of a Third Party Action.

Re-Recorded

DEED BOOK 718 PAGE 287

DEED BOOK 701 PAGE 17

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 the activities of the other party on the Protected Property.

12. Percentage Interests in the Fair Market Value of the Protected Property. For the purpose of this paragraph 14, the parties hereto stipulate that, as of the date of this grant, the Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. Said percentage interests shall be determined by the ratio of the value of the Conservation Easement on the date of this grant to the value of the Protected Property, without reduction for the value of the Conservation Easement, on the date of this grant. The values on the date of this grant shall be those values used to calculate the deduction for Federal Income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue code of 1986, as amended. The parties shall include the ratio of those values with the Baseline Documentation of the Protected Property (on file at Grantee's offices) and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction. For the purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Protected Property unencumbered by the Conservation Easement shall remain constant, and the percentage interests of Grantors and Grantee in the fair market value of the Protected Property thereby determinable shall remain constant.
13. Extinguishment. If circumstances arise in the future that render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, on the event of any sale of all or a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and after the satisfaction of prior claims and net of any costs or expenses associated with such sale, Grantors and Grantee shall divide the proceeds from such sale (minus any amount attributable to the value of improvements made after the date of this grant, which amount shall be reserved to Grantors) in accordance with their respective percentage interests in the fair market value of this Protected Property. All such proceeds received by Grantee shall be used in a manner consistent with the conservation purposes of this grant.

14. **Condemnation.** If all or a part of the Protected Property is taken, in whole or in part, by exercise of the power of eminent domain, Grantors and Grantee shall be respectively entitled to compensation in accordance with applicable law.
15. **Limitations on Amendment.** If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantors and Grantee may by mutual written agreement jointly amend this Conservation Easement; provided that no amendment shall be allowed that will adversely affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended. Such requests for amendment by the Grantor shall be made in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the purpose of this Conservation Easement. Any such amendment shall be consistent with the purpose of this Conservation Easement, shall not affect its perpetual duration, shall not permit additional development or improvements to be constructed on the Protected Property other than development or improvements permitted by this Conservation Easement on its effective date, and shall not permit any impairment of the Conservation Values of the Protected Property. Any such amendment shall be recorded in the official land records of Charleston County, South Carolina. Nothing in this paragraph shall require Grantors or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.
16. **Assignment.** The benefits of this Conservation Easement shall be in gross and shall not be assignable by the Grantee, except (i) if as a condition of any assignment, the Grantee requires that the terms and conditions of this Conservation Easement continue to be carried out in full as provided herein, and (ii) if the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under South Carolina law as an eligible donee to receive this Conservation Easement directly. In the event that Grantee ceases to exist or exists but no longer as a tax-exempt, non-profit corporation, qualified under Section 501(c)(3) and 170(h)(3) of the Internal Revenue Code of 1986, as amended, then this Conservation Easement shall automatically become vested in a tax-exempt, non-profit organization, qualified under Section 501(c)(3) and 170(h)(3) of the Internal Revenue Code of 1986, as amended, with a mission to permanently protect open lands and natural, cultural or historic resources in the South Carolina Lowcountry, such organization to be named by the Grantors at a time after the date of this grant of Conservation Easement.

17. Parties Subject to Easement. The covenants agreed to and the terms, conditions, and restrictions imposed by this grant shall not only be binding upon the Grantor but also its lessees, agents, personal representatives, successors and assigns, and all other successors to Grantor in interest and shall continue as a servitude running in perpetuity with the Protected Property.
18. Transfers. Grantors agree to incorporate by reference the terms of this Conservation Easement in any deed or other legal instrument by which Grantors transfer any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. Grantors further agree to give written notice to Grantee of the transfer of any such interest at least twenty (20) days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way contained in this Conservation Easement and otherwise evidences the status of this Conservation Easement as may be requested by Grantors.
19. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, return receipt requested, addressed as follows:

To Grantor: The Nature Conservancy, Southeast Regional Office
Attention: Regional Attorney
P.O. Box 2267
Chapel Hill, N.C. 29515-2267

To Grantee: Lowcountry Open Land Trust, Inc.
456 King Street
Charleston, SC 29403

or to such other address as any of the above persons from time to time shall designate by written notice to the others.

Re-Recorded

DEED BOOK 718 PAGE 290
DEED BOOK 701 PAGE 20

20. Recordation. Grantee shall record this instrument in timely fashion in the RMC Office for Charleston County, South Carolina, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.
21. Effective Date. Grantors and Grantee intend that the restrictions arising hereunder take effect on the day and year this DEED OF CONSERVATION EASEMENT is recorded in the RMC Office for Colleton County, South Carolina, after all required signatures have been affixed hereto.
22. Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of South Carolina.
23. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose of this Conservation Easement and the policy and purposes of Grantee. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid should be favored over any interpretation that would render it invalid.
24. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby.
25. Entire Agreement. The covenants, terms, conditions and restrictions of this Conservation 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.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

By Execution of this Conservation Easement, the Grantee, the Lowcountry Open Land Trust, Inc. accepts this Conservation 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 good right to grant and convey this Conservation Easement, that the Protected Property is free and clear of any and all encumbrances, except easements of record and prescriptive easements, if any, and that the Grantee and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement.

BY EXECUTION OF THIS CONSERVATION EASEMENT, THE GRANTEE, The Lowcountry Open Land Trust, Inc. accepts this Conservation Easement and the rights and obligations recited herein.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands to multiple duplicate original copies of this Conservation Easement under seal on the day and year first above written.

Witnesses:

GRANTEE:

LOWCOUNTRY OPEN LAND TRUST, INC.

Nancy E. Vinson
San O B Breen

By: Laura May
President (Name)
(Title)

DEED BOOK 701 PAGE 22
Re-Recorded DEED BOOK 718 PAGE 292

Witnesses:

James M. Johnson
Paul Johnson

GRANTOR:

THE NATURE CONSERVANCY

By: *Katherine Skinner*
Katherine Skinner
Vice President

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

Orange
COUNTY OF ~~BURHAM~~

I, *James M. Johnson*, do hereby certify that KATHERINE SKINNER, Vice President of THE NATURE CONSERVANCY personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 28th day of December, 1995.

My Commission Expires:
6-1-99

James M. Johnson

DEED BOOK 701 PAGE 23
Re-Recorded DEED BOOK 718 PAGE 293
STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ACKNOWLEDGEMENT

I, CAROL A. BIDDLE, do hereby certify that
Lewis Hay
(Here give the name of the official and his official title)
President (Title), of LOWCOUNTRY OPEN LAND TRUST, INC., personally
appeared before me this day and acknowledged the due execution of the foregoing instrument.
WITNESS my hand and official seal this the 22nd day of December, 1995.

My Commission Expires:

9/17/2002

Carol A. Biddle
(Signature of Officer)

EXHIBIT "A"

All that certain piece, parcel or tract of land, situate, lying, and being approximately one and one-half (1 1/2) miles South of Ritter, in Colleton County, South Carolina, containing Fifty-Eight and Five-Tenths (58.5) acres, more or less, said tract being triangular in shape and bounded, now or formerly, as follows: On the Northeast by lands of W. Elliott Wardlaw; on the South by Ivanhoe Creek; and on the West by South Carolina Highway 303, shown as Tract "A" on a Plat prepared by S. S. Snook, RLS, dated February 14, 1972, and recorded April 24, 1972, in Plat Book 14 at Page 24 in the Office of the Clerk of Court for Colleton County, and updated by W. Gene Whetsell, RLS, dated December 27, 1989.

This being the same property conveyed to The Nature Conservancy, a Non-Profit District of Columbia Corporation, by Deed of C. M. Rizer, et al, dated December 28, 1989, and recorded December 29, 1989, in Deed Book 475 at Page 307 in the Office of the Clerk of Court for Colleton County, South Carolina.

TMS # 248-00-00-017

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DEED BOOK 701 PAGE 24
Re-Recorded DEED BOOK 718 PAGE 294

CLERK OF DISTRICT COURT
COUNTY OF LOS ANGELES
1200 OFFICE
701 9
1995 DEC 29 PM 1:28

RETURN TO:
McLeod Fraser & Cone
Attorneys at Law

Clerk of Court, Colleton County, S.C.



County, S. C.

Plot of two tracts located about 1 1/2 mi. South of Littleton, containing a
 area of 1035 acres. To be conveyed by E. B. Sanderson, Jr. to
 ... and J. W. Skardon.

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Re-Recorded DEED BOOK 718 PAGE 296

Re-Recorded

CLERK OF COURT
COLLETON COUNTY
R.M.C. OFFICE

BOOK 718 PAGE 272

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RETURN TO:
Name McLendon, Glenn Com
Address _____
Date 4-4-96