

AMENDMENT  
CONSERVATION EASEMENT  
(December, 1997)

16.00

THIS AMENDMENT is made this 30<sup>th</sup> day of November, <sup>1998</sup> 1997 by and among Richard B. Wood and W. Gene Whetsell, (collectively, the "Owners of the River Tract"), Antony M. Merck and Julia H. Merck, ("collectively, the "Owners of the Interior Tract"), and Wetlands America Trust, Inc., formerly known as Ducks Unlimited Foundation, a non-profit corporation organized under the laws of the District of Columbia (the "Grantee").

WHEREAS, Michael A. Godfrey granted a conservation easement to the Grantee which easement was dated October 23, 1991 and was recorded in the RMC Office for Colleton County in Book 539 at page 193 (the "Conservation Easement"); and

WHEREAS Michael A. Godfrey conveyed that portion of the Protected Property more fully described on the attached Exhibit B to Antony M. Merck and Julia H. Merck, (collectively, the "Owners of the Interior Tract") by deed Dated December 27, 1995 and recorded in the RMC Office for Colleton County in Deed Book 701 at page 1 (the "Interior Tract"); and

WHEREAS Michael A. Godfrey conveyed the remainder of the Protected Property more fully described on the attached Exhibit C (the River Tract) to the Owners of the River Tract by deed dated August 8, 1997 and recorded August 15, 1997 in the RMC for Colleton County in Deed Book 782 at page 259 (the "River Tract"); and

WHEREAS, both the Owners of the River Tract and Owners of the Interior Tract and the Grantee desire to correct certain typographical errors and to clarify the meaning of certain provisions contained in the Conservation Easement with respect to that portion of the Protected Property owned by the Owners of the River Tract and more fully described on Exhibit C; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties agree with respect to the River Tract as follows:

1. GENERAL COVENANTS, Paragraph 4 is deleted and replaced with the following:

4. Other Structures. There shall be no construction or placing

of temporary or permanent structures except as allowed under "Reserved Rights."

**2. RESERVED RIGHTS, Paragraph 1 (a) is deleted and replaced with the following:**

**1. Subdivision: Construction.**

a) The portion of the Protected Property known as the River Tract and more fully described on the attached Exhibit C may not be subdivided. The structures that may be placed or maintained on the River Tract shall be limited to (i) one residential housing unit not to exceed 40 feet in height and with a maximum heated living area of not more than ten thousand (10,000) square feet; (ii) one auxiliary garage or workshop not to exceed 800 square feet; (iii) one fence along the boundary between the River Tract and the adjacent public landing parcel and access road; and (iv) one dock. The residence and the auxiliary building must be built at least 100 feet from the Cheeha River and 150 feet from the Wiggins Road (SC 161). The fence must be a hunter green color and may not exceed six (6') feet in height. The dock may have one pierhead and one floating dock. The pierhead may not exceed 120 square feet in size and the floating dock may not exceed 120 square feet in size. The dock shall be located on the Cheeha River between the northern terminus of the line labeled as "L25" and the southern terminus of the line labeled "L31" on that certain plat by Milton Winslow entitled "Plat of 160.70 +/- acres Surveyed for Michael A. Godfrey" and recorded in Slide 580 at page 8 in the RMC Office for Colleton County (the "Plat"). The dock shall not cross the marsh area delineated as "Marsh 10.91 +/- acres" on the Plat. The dock shall not have a covered structure. Any railings on the dock shall be designed to reduce the visual impact of such railings to the extent reasonably practical.

**3. RESERVED RIGHTS, Paragraph 5 is deleted and replaced with the following:**

**5. Clearings.** The right to maintain existing clearings and to clear up to two (2) additional 5 acre or less plots for pasture, agricultural cultivation, or wildlife food plots on that portion of

the property that lies to the west of Wiggins Road (S.C. 161) and road S.C. 162 as more fully described on the attached Exhibit B (the "Interior Tract"). On the River Tract, more fully described on the attached Exhibit C, the only clearing allowed will be that clearing necessary to construct the residential house and auxiliary garage/workshop and an additional 2 acre or less for yard, vegetable gardens and views of the Cheeha River from the residential house.

4. Paragraph 4 (f) Timber Harvesting/Removal is amended by adding the following language:

The parties intend this paragraph to be a clarification of the original intent of the Conservation Easement and not a change in its terms. The term "Grantor" was intended to mean and is therefore defined as the fee simple owner(s) from time to time of the Protected Property or any portion thereof. (As stated under General Provisions, Conveyances Section). In recognition of the fact that the Protected Property has been divided into two (2) tracts (the "River Tract" and the "Interior Tract"), the parties acknowledge and agree that the fee simple owner(s) from time to time of each tract and any portion thereof shall be treated as the "Grantor" with respect to each such owner's tract. Therefore, for clarification purposes, only the owner of the River Tract would be entitled to clear overstory of trees along the public boat landing pursuant to the provisions of paragraph 4(f) of "Reserved Rights".

5.. The notice addresses contained in GENERAL PROVISIONS are deleted and replaced with the following:

<b>OWNER:</b>	<b>GRANTEE</b>
As to Interior Tract	Wetlands America Trust, Inc.
Mr. & Mrs. Antony Merck	One Waterfowl Way
16 Legare Street	Memphis, TN 38210
Charleston, SC 29401	
As to River Tract:	Copy to:
W. Gene Whetsell and	Ducks Unlimited, Inc.
Richard B. Wood	Lowcountry Initiative,
P.O. Box 80	100 S Main Street
Walterboro, SC 29488	Summerville, SC 29483

6. WAT represents and warrants that the Conservation Easement has not previously been amended by WAT.

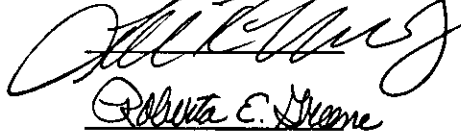
7. All other terms, conditions, restrictions, and provisions of the Conservation Easement shall remain in full force and effect except as specifically modified by this Amendment.

8. Definition. The term "Grantor" when used in the original Easement and the Amendments thereto shall mean, and is therefore defined as the fee simple owner(s) from time to time of the Protected Property or any portion thereof.

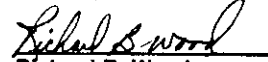
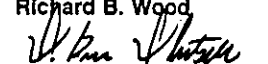
9. The Conservation Easement Documentation Report referenced at the sixth "Whereas" paragraph of the Conservation Easement is that same Conservation Easement Documentation Report dated the 23rd day of October, 1991.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

SIGNED, SEALED AND  
DELIVERED IN THE PRESENCE OF :

  
Robert E. Deane

OWNER

  
Richard B. Wood  
  
W. Gene Whetsell

STATE OF SOUTH CAROLINA )

COUNTY OF COLLETON )

I, LEE. R. MODDY, a Notary Public, do hereby certify that Richard B. Wood personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

1998  
1997.

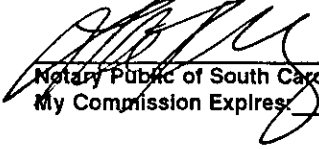
Witness my hand and seal this 30<sup>th</sup> day of December,

  
(L.S.)  
Notary Public of South Carolina  
My Commission Expires: 5-7-2000

STATE OF SOUTH CAROLINA )  
COUNTY OF COLLETON )

I, LEE R. MOODY, a Notary Public, do  
hereby certify that W. Gene Whetsell personally appeared before me  
this day and acknowledge the due execution of the foregoing  
instrument.

Witness my hand and seal this 30<sup>th</sup> day of January  
1997. 1998

  
(L.S.)  
Notary Public of South Carolina

My Commission Expires 5-17-2000

Continuation of Signature Page For  
Amendment Conservation Easement

SIGNED, SEALED AND  
DELIVERED IN THE PRESENCE OF:

Magda K. Shelton

Antony M. Merck  
Antony M. Merck

John M. Smyth

Julia H. Merck  
Julia H. Merck

STATE OF SOUTH CAROLINA )  
COUNTY OF Charleston )

I, Magda K. Shelton, a Notary Public, do  
hereby certify that Antony M. Merck personally appeared before me  
this day and acknowledge the due execution of the foregoing  
Instrument.

Witness my hand and seal this 23 day of January,  
1997. 1998.

Magda K. Shelton (L.S.)  
Notary Public of South Carolina  
My Commission Expires: 10/20/03

STATE OF SOUTH CAROLINA )  
COUNTY OF Charleston )

I, Magda K. Shelton, a Notary Public, do  
hereby certify that Julia H. Merck personally appeared before me  
this day and acknowledge the due execution of the foregoing  
Instrument.

Witness my hand and seal this 23 day of January,  
1997. 1998

Magda R. Sheehan (L.S.)  
Notary Public of South Carolina  
My Commission Expires: 10/20/03

Continuation of Signature Page For  
Amendment Conservation Easement

GRANTEE:  
WETLANDS AMERICA TRUST, INC.

By: Matthew B. Connolly, Jr.  
Its: Chief Operating Officer

Mary Schmitt  
Janet A. Florio

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

I, Janet A. Florio, a Notary Public, do hereby certify that Matthew B. Connolly, Jr., on behalf of Wetlands America Trust, Inc. As its Chief Operating Officer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this 16<sup>th</sup> day of December, 1997.

Janet A. Florio (L.S.)  
Notary Public for Tennessee  
My Commission Expires: MAY 22, 2000



**EXHIBIT "B"**  
**INTERIOR TRACT**

All those certain pieces, parcel, lots or tracts of land, together with the buildings and improvements thereon, situate, lying and being in Colleton County, South Carolina, located on Wiggins Road, and being shown and designated as "107.19 acres Highland", "10.58 acres Marsh" and "11.41 acres Former Rice Field" on a plat entitled "PLAT OF 160.70 +/- ACRES SURVEYED FOR MICHAEL A. GODFREY NEAR WIGGINS, S.C., COLLETON COUNTY, SOUTH CAROLINA" prepared by Milton Winslow, RLS, dated September 27, 1991 and revised October 7, 1991 and recorded in the RMC Office for Colleton County in Slide 580 at page 8; and having such size, shape, buttings and boundings as is shown on said plat.

**EXHIBIT "C"**  
**RIVER TRACT**

All those certain pieces, parcels, lots or tracts of land, together with the buildings and improvements thereon, situate, lying and being near Wiggins in Colleton County, South Carolina, and being shown and designated as 18.15 +/- ac. highland, 0.29 +/- ac. highland, 10.91 +/- ac. marsh and 2.17 +/- ac. marsh on a plat entitled "PLAT OF 160.70 +/- ACRES SURVEYED FOR MICHAEL A. GODFREY NEAR WIGGINS, S.C. COLLETON COUNTY, SOUTH CAROLINA" prepared by Milton Winslow, R.L.S., dated September 27, 1991 and revised October 7, 1991 and recorded in the RMC Office for Colleton County in Slide 580 at page 8; said tracts having such size, shape, buttings and boundings as is shown on said plat.

0000666 Bk: 0801 Pg: 0200

FILED, RECORDED, INDEXED  
01/30/1998 04:07P  
Rec Fee: 16.00 St Fee: 0.00  
Co Fee: 0.00 Pages: 11  
Clerk of Court  
Colleton County, SC  
Ena O. Reed

RETURN TO:

Name

Address

Date

*Lee R. Woody*  
*Atty. Atty. Gen.*  
*1-30-98*