

DEED OF CONSERVATION EASEMENT

By

JANE SMITH TURNER

To

DUCKS UNLIMITED FOUNDATION

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STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is made this 27 day of December, 1993, by JANE SMITH TURNER, of Atlanta, Georgia (hereinafter referred to as the "Grantor"), in favor of DUCKS UNLIMITED FOUNDATION^{INC,} ("Grantee"), a non-profit charitable corporation incorporated under the laws of the District of Columbia and qualified to do business in the State of South Carolina.

A. GRANT OF EASEMENT.

WHEREAS, Grantor is the owner in fee simple of certain tracts of real property commonly known as Kinloch Plantation (hereinafter the "Property") in the proximity of the North Santee River, in the County of Georgetown, in the State of South Carolina, totalling 5,801 acres, more or less, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, the Property possesses significant natural, ecological, biological, wildlife, scientific, habitat, tidal wetland, and open space values (hereinafter the "Conservation Values") of great importance to Grantor, to Grantee and to the people of the United States; and

WHEREAS, the current open space, wildlife and habitat management, and forestry and agricultural uses of the Property under Grantor's direction have promoted the Conservation Values of the Property; and

WHEREAS, the Property provides superb habitat for numerous and diverse species of wildlife, including, from time to time, eagle, falcon, woodstork, wading birds and other rare, threatened and endangered species; and

WHEREAS, because of their importance to migratory waterfowl, the Property and the adjacent area have been designated as deserving of protection under the North American Waterfowl Management Plan, the Emergency Wetlands Resources Act of 1986, and other federal and state conservation policies; and

WHEREAS, management of the Property for the benefit of waterfowl may require control of certain animal populations through leasing of the right to hunt such animals; and

WHEREAS, the Santee Delta, in general, is rich in wildlife, habitat and unique ecosystems, including Southern pine forests, cypress swamps, former rice fields, managed wetlands and brackish and freshwater marshes; and

WHEREAS, the specific Conservation Values of the Property are documented in a report entitled *Easement Documentation Report for Kinloch Plantation - Turner Tract* completed contemporaneously with this grant and on file at the offices of Grantee and incorporated herein by this reference (the "Baseline Documentation") which the parties agree provides an accurate representation of the condition of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliances with the terms of this grant; and

WHEREAS, Grantor intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity; and

WHEREAS, Grantee represents that it is a "qualified conservation organization," as that term is defined in Section 170(h) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder; and

WHEREAS, Grantee has received determination letters from the Internal Revenue Service, on file at the offices of Grantee, to the effect that Grantee is a

"publicly-supported" organization under Section 170(b)(1)(A)(vi) of the Code and is not a private foundation described in Section 509(a) of the Code; and

WHEREAS, Grantor and Grantee recognize the natural, historic, ecological, scenic and special character of the Property and have the common purpose of the conservation and protection in perpetuity of the Property as "a relatively natural habitat of fish, wildlife or plants or similar ecosystem," as that phrase is used in Public Law 96-541, 26 U.S.C. 170(h)(4)(A)(ii), by placing voluntary restrictions upon the use of the Property and by providing for the transfer from Grantor to Grantee of affirmative rights for the protection of the Property; and

WHEREAS, the South Carolina Conservation Easement Act of 1991 (South Carolina Code §§27-8-10 et. seq.) permits the creation and transferability of conservation easements for the purposes of retaining land, marsh or water acres predominately in their natural, scenic, open, historic or wooded conditions or as otherwise suitable habitat for fish, plants or wildlife.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to Section 170(h) of the Code and to the South Carolina Conservation Easement Act of 1991, Grantor hereby voluntarily grants and conveys to Grantee and its successors and permitted assigns a conservation easement (the "Easement") in perpetuity over the Property of the nature and character and to the extent hereinafter set forth. Grantor declares that the Property shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions and easements hereinafter set forth, which covenants, conditions, restrictions and easements shall be deemed to run with the land in perpetuity and to burden the Property in perpetuity.

B. PURPOSE.

It is the purpose of this Easement to assure that the Property will be retained forever in its natural, scenic, historic and open space condition for conservation purposes and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property, the wildlife habitat on the Property, or the Property's natural resources and associated ecosystems.

C. AFFIRMATIVE RIGHTS OF GRANTEE.

1. Visual Access. The right of Grantee to have visual access to and view of the Property in its natural, scenic, open and undisturbed condition, provided, however, that said right shall not be construed to permit general public access to or upon the Property.

2. Compliance. The right of Grantee, upon prior reasonable notice and with the consent of the Grantor, in a reasonable manner and at reasonable times, to enter the Property for the purposes of inspecting same to determine compliance herewith to enforce by proceedings at law, or in equity with the covenants hereinafter set forth including, but not limited to, the right to require the restoration of the Property to its condition at the time of this grant. Grantee, its successors or assigns, does not waive or forfeit the right to take action as may be necessary to insure compliance with the Covenants hereinafter set forth (the "Covenants") and the purposes of this grant by any prior failure to act. Nothing herein shall be construed to entitle Grantee to institute any proceedings against Grantor for any changes to the Property due to causes beyond Grantor's control such as changes caused by fire, flood, earthquake, storm or unauthorized wrongful acts of third persons.

3. Management Plan. The right of Grantee to develop one or more management plans to be implemented with Grantor's permission, which permission shall not be unreasonably withheld or delayed, for the protection of Conservation Values. Costs for such a plan shall be borne by Grantee.

4. Access for Research. The right of Grantee to have physical access to the unimproved portions of the Property for research upon receipt of consent from Grantor. Grantee may conduct research at its own expense on waterfowl and wetland habitats and related subjects. Grantee shall specify in advance what parts of the unimproved portions of the Property Grantee desires to access and the persons who will have such access and shall estimate the amount of time involved. Grantee agrees to promptly repair any damage caused by Grantee's activities on the Property.

D. GRANTOR COVENANTS.

Grantor, with the intent that the same shall run with and bind the Property in perpetuity, does hereby make, with respect to the Property, the following covenants:

1. Uses. There shall be no agricultural, commercial or industrial activity undertaken or allowed, except as allowed under "Reserved Rights"; nor shall any right of passage across or upon the Property be allowed or granted if the right of passage is used in conjunction with agricultural, commercial or industrial activity, except as allowed under "Reserved Rights."

2. Subdivision. There shall be no subdivision of the Property.

3. Structures. There shall be no construction or placing of advertising signs, billboards, or any advertising materials on any of the Property, except as allowed under "Reserved Rights." There shall be no construction or

placing on the Property of buildings, docks, bridges, piers or other structures except as allowed under "Reserved Rights."

4. Roads. There shall be no building of any new permanent roads, nor widening of existing roads, except as allowed under "Reserved Rights." Maintenance of roads shall be limited to normal practices for non-paved roads, such as the removal of dead vegetation, necessary pruning or removal of hazardous trees and plants, application of permeable materials necessary (e.g. sand, gravel, crushed stone) to correct erosion, placement of culverts, water control structures, and bridges and maintenance of roadside ditches.

5. Timber. There shall be no timber harvesting, except as permitted under "Reserved Rights."

6. Topography and Minerals. There shall be no filling, excavating, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, nor any dumping of ashes, trash, garbage, or any other unsightly or offensive materials and no change in the topography of the land in any manner, except as provided under Reserved Rights herein, provided, however, that there shall be no mineral activity and no changes of the topography of the land in any manner within 660 feet of any nesting area for bald eagles, woodstork or other wading bird rookeries, established on the Property, excepting maintenance of existing canals and wetland impoundments and reestablishment of historical impoundments.

7. Exotics. There shall be no introduction of exotic plant or animal species except those traditionally and prevalently used as of or prior to the date hereof for wildlife food planting or for agricultural planting traditional to the low country, except as allowed under "Reserved Rights."

8. Vegetation. Within 660 feet of any active nesting area for bald eagles, or rookeries of woodstorks or wading bird species, or any future such active nesting areas established on the Property, there shall be no removal, destruction, cutting, mowing, alteration or spraying with biocides of any vegetation, nor any disturbance or change in the natural habitat in any manner.

9. Wetlands. Except as permitted in "Reserved Rights," there shall be no dredging, construction of ponds, groins, or dikes, nor any manipulation of natural water courses within any salt marsh area, gum ponds, bottomland hardwoods, or swamp forest, except with permission of Grantee.

NEVERTHELESS, and notwithstanding any of the foregoing provisions to the contrary, Grantor reserves for herself and her heirs, successors and assigns, the following "Reserved Rights" which, if in conflict with any other provision set forth herein, shall control and be governing.

E. RESERVED RIGHTS.

1. Structures. The right to maintain, renovate and replace the existing structures in their present locations.

2. Utilities. Grantor may utilize and maintain normal plantation dumps, as needed, provided this is done in a reasonably sanitary manner; and one borrow pit to provide required fill material for normal plantation use, such as the strengthening of dikes, and improving roads. Grantor reserves the right to drill for water on the Property and to make available water wells and sewage, gas, electric, and heating oil systems for any structures on the Property. New sewage facilities may be installed, provided any septic drain field must be located a minimum distance of 100 feet from any wetlands, tidal waters or perennial stream, or in accordance with existing government regulations, whichever is the greatest distance. Grantor reserves the right to clear up to ten acres around

residential structures. Within these areas, ornamental landscape plants both native and non-native to the South Carolina coastal plain may be planted, provided that such introductions are not inconsistent with the conservation intent of this Easement on the balance of the Property.

3. Roads.

(a) The right to build a perimeter boundary road around the Property with permeable materials (e.g., sand, gravel, crushed stone).

(b) The right to construct new access roads for ingress and egress to any portion of the property not reasonably accessed by existing roads in locations approved by Grantee.

(c) The right to construct firebreaks as necessary, to build temporary roads for access to timber, and to widen existing roads for utility rights-of-way all to the extent and in locations approved by Grantee.

(d) The right to use roads for agricultural uses permitted under this Easement.

(e) The right to permit as a courtesy to neighbors passage of equipment (e.g. tractors, logging equipment).

4. Hunting and Fishing. The right to hunt and fish on the Property, including leasing of hunting and fishing rights, provided that all such activity is conducted in accordance with state and federal regulations and that no leasing of waterfowl hunting rights will be allowed. Grantor retains the right to hunt waterfowl for herself and her guests only.

5. Impoundments. The right to repair, replace or maintain existing or historic wetland impoundments, said impoundments being recognized by both Grantor and Grantee as beneficial to waterfowl and other wetland dependent plants and animals, all subject to state and federal rules and

regulations. The impoundments shall be managed primarily for waterfowl. To the greatest extent feasible and practical, the waterfowl management program shall be carried out in a manner that is conducive to providing feeding and nesting habitat for shorebirds, wading birds and bald eagles, and other wildlife or plant species. Within the existing impoundments, internal ditching and diking will be allowed, subject to approval of Grantee and subject to existing state and federal regulations and permit procedures.

6. Timber Harvesting. The right to cultivate, burn, harvest, and selectively cut trees or vegetation and mow existing fields for habitat enhancement and protection, fire protection, maintenance of trails, roads, ditches and dikes, tick and mosquito control (subject to federal and state regulations and in accordance with the best management practices accepted by the South Carolina Forestry Commission), preservation of vistas or otherwise to preserve the Conservation Values

7. Clearing. The right to maintain and cultivate the agricultural and wildlife food plots that exist on the Property at the time of the execution of this Easement and the right to clear additional areas as follows:

(a) Within the area of existing planted pine up to 45% of the area may be cleared and cultivated for non-commercial agriculture, pastures, wildlife food plots, and residential landscaping, providing no cleared area exceeds 50 acres in size (areas clear cut and subsequently replanted shall not count against 45% limitation).

(b) Within the existing natural pine and mixed pine hardwoods, stands up to 15% may be cleared for wildlife food plots and non-commercial agricultural uses in individual units not to exceed 10 acres in size.

8. Farming Methods. The right to engage in agriculture, as defined in the following Paragraph 9 following, and wildlife food planting currently existing in open lands and in any additional lands cleared on the Property (as permitted under Paragraph 7 preceding). The use of any agricultural chemicals and biocides in connection with such agricultural activity shall be in accordance with applicable federal, EPA, state and local regulations, and Grantor shall use reasonable efforts not to use any chemicals or biocides which are inconsistent with the conservation purposes of this Easement, provided, however, that such chemicals and biocides shall not be applied within 100 feet of a watercourse (i.e., streams, creeks, backwaters, ponds or ditches draining into same).

9. Agriculture. The right to engage in non-commercial agricultural and agricultural-related (e.g., a nursery) enterprises, of farming, horticulture, aquaculture, or husbandry, or to enter lease arrangements regarding same provided that same is conducted in a manner not inconsistent with the aims and purposes of this Easement. Subject to prior written permission by Grantee, Grantor reserves the right to introduce plant and animal species not traditional to the low country, provided that same is conducted in a manner not inconsistent with the conservation intent of this Easement and the right to create structures necessary thereto, and to provide appropriate conditions for such activities.

10. Minerals. Oil, gas and all minerals are reserved by Grantor and not conveyed by this Easement; provided, however, that Grantor complies with state, federal and local law and regulation; and provided further that Grantor reserves to herself, her heirs and assigns, all interest in minerals found or to be found in, on or under the Property provided that there may not be at any time any extraction or removal of the minerals by any surface mining method, and provided further that there may not at any time be used any method of mining

that is inconsistent with the particular conservation purposes of this Easement, i.e., the protection of a relatively natural habitat of fish, wildlife or plants, so that any permitted method of mining may have only limited localized impact on the Property.

11. Signs. The right to post "no trespassing" signs, and directional signs, and the like.

12. Docks & Related Structures. The right to construct small private docks in the area, subject to all requisite government permits, for use only by the owners of the property and their quests.

F. GENERAL PROVISIONS.

1. Taxes and Assessments. Grantor, for herself, her successors and assigns, agrees to pay any real estate taxes or assessments levied by competent authority on the Property and to release Grantee from responsibility for maintaining the Property.

2. Sale of Property. Grantor agrees that any subsequent deed or other legal instrument by which Grantor divests herself of either the fee simple or her possessory interest in all or portions of the Property will be made subject to this Easement, and that Grantor will notify Grantee of any such conveyance.

3. Notices. Any notices, demands, requests, consents, approvals, or communications required in this Easement shall be sent by registered or certificate mail, postage prepared, to the following addresses below or to such address as may be hereafter specified by notice in writing. Grantee shall provide Grantor with a single, common response to all notices or requests for approval within forty-five (45) days of receipt of such notice or request.

To Grantor: Jane Smith Turner
4464 Paces Battle, N.W.
Atlanta, Georgia 30327

With a copy to: S. Taylor Glover
Merrill Lynch
3500 Piedmont Road
Suite 208
Atlanta, Georgia 30305

and
Phil Adams
Kinloch Plantation
Route 2, Box 195
Georgetown, South Carolina 29440

and
R. Beau Turner
Flying D Ranch
Post Office Box 190
Gallatin Gateway, Montana 59730

To Grantee: Ducks Unlimited Foundation
One Waterfowl Way
Memphis, Tennessee 38210-2351

with a copy to: Wetlands America Program
Route 1, Box 25
Greenpond, South Carolina 29446
Attn: Mr. Coy Johnston

and
The Nature Conservancy
P.O. Box 5475
Columbia, South Carolina 29250

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

4. Severability. In the event any provision of this Easement is determined by the appropriate court to be void and unenforceable, all remaining terms shall remain valid and binding.

5. Assignability. The benefits of this Easement shall be in gross and assignable by Grantee and any successor but only to an eligible donee as

defined in Internal Revenue Code Section 1.170A-14(c)(1) as that Section may be amended from time to time. Any assignment of benefits by Grantee or its successors or assigns must require the transferee to expressly agree to be bound by and to carry out the purposes of this Easement. Grantee agrees that should it find it necessary to assign its benefits hereunder for any reason, the assignee will be The Nature Conservancy or its successors.

6. Change of Condition. If a subsequent, unexpected change in the conditions of the Property or the surrounding property, make impossible or impractical the continued use of the Protected Property for conservation purposes, the restrictions shall be extinguished by judicial proceeding and all Grantee's proceeds, if any, from a subsequent sale or exchange of the Property shall be used in a manner consistent with the conservation purposes of this Easement.

7. Eminent Domain. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Grantor and Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. The net proceeds (including, for purposes of this subparagraph, proceeds from any lawful sale of the Property unencumbered by the restrictions hereunder) shall be distributed among Grantor and Grantee in shares in proportion to the fair market value of their interests in the Property on the date of execution of this Easement. Grantee shall use its share of the net proceeds in a manner consistent with the conservation purposes set forth herein.

8. Rights Cumulative. The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee for enforcement of this Easement.

9. Breach. In the event that a breach of the covenants by the Grantor or by a third party comes to the attention of Grantee, Grantee shall notify Grantor in writing of such a breach. Grantor shall then have thirty (30) days after receipt of such notice to undertake actions including restoration of the Property that are reasonably calculated to correct swiftly the conditions constituting such a breach. If Grantor fails to take such corrective action, Grantee shall at its discretion undertake such actions, including appropriate legal proceedings, as are reasonably necessary to effect such correction; and the cost of such corrections, including Grantee's expenses, court costs and legal fees shall be paid by the Grantor, provided it is determined that Grantor is responsible for the breach.

TO HAVE AND TO HOLD this Easement together with all and singular the appurtenances and privileges belonging or in any way pertaining thereto, either in law or in equity, either in possession or expectancy, for the proper use and benefit of Grantee, its successors and assigns, forever.

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 Easement, that the Protected Property is free and clear of any and all encumbrances, except (i) those matters disclosed on Exhibit "B" attached hereto and incorporated herein by this reference, and (ii) easements of record and prescriptive easements, if any, and that Grantee, its successors and assigns, shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

This Easement shall not be amended, modified or terminated except in writing in a document signed by Grantor and Grantee.

IN WITNESS WHEREOF, Grantor has caused this Deed of Conservation Easement to be signed and delivered this 17th day of December, 1993 and Grantee has caused this Deed of Conservation Easement to be signed, sealed and delivered this ____ day of _____, 1993 to evidence Grantee's acknowledgement and acceptance of the terms, conditions and restrictions of the within Easement and its agreement to be bound by the same.

Signed, sealed and delivered "GRANTOR"
in the presence of:

[Signature]
Witness

Jane Smith Turner (SEAL)
Jane Smith Turner

[Signature]
Witness

Signed, sealed and delivered "GRANTEE"
in the presence of:

[Signature]
Witness

Mary Schurt
Witness

INC.
DUCKS UNLIMITED FOUNDATION, a non-profit charitable corporation incorporated under the laws of the District of Columbia

By:

Matthew B. Connolly Jr.
Name:

Chief Operating Officer
Title:

(CORPORATE SEAL)

STATE OF ARIZONA)
COUNTY OF Maricopa)

Personally appeared before me Susan K. Hemer the undersigned witness and made oath that (s)he saw Jane Smith Turner sign and seal the foregoing Deed of Conservation Easement and that Mike F. Mullins, said witness, together with David E. Weiss, the other witness whose name is also above subscribed, witnessed the execution of the within instrument by said Grantor.

SWORN TO BEFORE ME THIS
17th DAY OF December, 1993.

Susan K. Hemer
Notary Public

Mike F. Mullins
Witness

My Commission Expires: _____
[NOTARIAL SEAL]



STATE OF Tennessee)

COUNTY OF Shelby)

Personally appeared before me David T. Riley the undersigned witness and made oath that (s)he saw Matthew B. Connelly, the Chief Operating Officer of Ducks Unlimited, INC.] Foundation sign, seal and deliver the foregoing Deed of Conservation Easement in acknowledgment and acceptance of the terms, conditions and restrictions set forth in said instrument and that Sandy G. Goye said witness, together with Mary Schenert, the other witness whose name is also above subscribed, witnessed the execution of the within instrument by said Grantee.

SWORN TO BEFORE ME THIS

27th DAY OF December, 1993.

Stephanie C. Sanders
Notary Public for The
State of Tennessee

David T. Riley
Witness

My Commission Expires:

3/25/97

[NOTARIAL SEAL]

(cuw) tcc\kinloch\conserva.aa2

EXHIBIT "A"

(Legal Description of Kinloch Plantation)

ALL those several pieces, parcels or tracts of land in the County of Georgetown, State of South Carolina, designated by the Letters A, B, C, D, E, F, G, H, I and J on a plat entitled "Compiled Map of Several Parcels of Land in Tax District No. 1 Known as Kinloch Plantation", by Samuel M. Harper, R.L.S., dated 5 November 1982, and shown thereon as being in total five thousand eight hundred and one (5,801.0) acres, which plat is recorded in the office of the Clerk of Court for Georgetown County in Plat Book 2, page 217. In earlier deeds the said Kinloch Plantation is said to contain a total of six thousand eight hundred twenty (6,820) acres of which approximately eight hundred twenty (820) acres are highland and six thousand (6,000) acres are former rice fields or marsh land, and is comprised of the following tracts, that is to say: RICHFIELD, TURNBULL, the ONE HUNDRED FIFTY-NINE and TEN-HUNDREDTHS (159.10) ACRE TRACT,

BEAR HILL, PLEASANT MEADOWS, MILLDAM, NEWLAND, CAMPMAIN, PINE GROVE, WICKLOW, POINT PLACE, CROW ISLAND TRACT, LITTLE CROW ISLAND, MOTTEFIELD and TRANQUILITY PLANTATIONS, JUTLAND, BEAR HILL (a portion) and the NORTH SANTEE MILL SITE. Said several tracts are more particularly described as follows:

1. THE RICHFIELD TRACT:

ALL that plantation or tract of land called "RICHFIELD" situate, lying and being in Georgetown County (formerly the Parish of Prince George Winyah) containing in the aggregate Four Hundred Thirty (430) acres, more or less, having such shape, form and marks as are set forth in a plat thereof made by Levi Leggett, Surveyor, on the 24th day of December, A.D. 1847, hereby declared to be a part and parcel of these presents; Butting and Bounding to the North on lands now or formerly of William Matthews; to the East on lands now or formerly of William Matthews and Minim Creek; to the South on Kinloch Creek and to the West on land formerly of Elias Horry.

2. THE TURNBULL TRACT:

ALL that plantation or tract of land situate, lying and being in said County of Georgetown, and known as the "TURNBULL TRACT" conveyed to Henry Deas by William E. Turnbull by deed bearing date the 1st day of January, A.D. 1838; containing, according to said Deed One Hundred Fifty-Eight (158) acres of land (rice land) of first quality, be the same more or less - one hundred forty (140) acres of same being within the banks; which said tract of land, along with Bear Hill Tract to be hereinafter mentioned and adjoining each other constitute respectively the tracts of parcels numbered 1, 2 and 3 and 4 represented on a plat made by Charles Parker, Esq., Surveyor, April, 1832, and recorded in the office of the Register of Mesne Conveyances at Georgetown in Book L, Page 602, and hereby declared to be a part and parcel of these presents; Butting and Bounding to the North on Kinloch Creek and Bluffback Creek; to the East on a tract number 5 on said plat, formerly belonging to Elias M. Doar; to the West on lands formerly of the Estate of Elias Horry, Esquire; and to the South and Southwest on North Santee River.

EXHIBIT "A" CONTINUED

3. THE 159-10/100 ACRE TRACT:

ALL that plantation or tract of land situate, lying and being in said County of Georgetown containing One Hundred Fifty-Nine and 10/100 (159 10/100) acres, more or less, having such shape, form and marks as are set forth in a certain plat of Charles Parker being designated in said plat by the letter "D", also including a road 50 feet wide running from the highland to Pleasant Meadows Creek and designated on the said plat. Butting and Bounding to the North on unknown Lands; to the South on part of the tract designated on said plat by the letter "C", and on Pleasant Meadows Creek; to the East on lands now or formerly of the Misses Bowman and on lands now or formerly of the Estate of James R. Pringle, and on the West by the said tract marked "C".

4. THE BEAR HILL TRACT:

ALL that plantation or tract of land situated on North Santee River in said County of Georgetown known as "BEAR HILL" conveyed to Henry Deas by James W. Gray, Master in Equity (or Chancery) by deed bearing date the 15th day of February, A.D. 1836; containing Three Hundred Sixty-Three and 77/100 (363 77/100) acres of tide swamp land, including knolls, be the same more or less; excluding, however, from Bear Hill Tract so much thereof as was sold and conveyed to Robert Hume and set forth more particularly in the mortgage of the said Hume to William Bull Pringle dated the 21st day of March, 1849, as follows: "All that plantation or tract of land situate, lying and being in the Parish of Prince George Winyah, in the District of Georgetown, and State aforesaid, measuring and containing Two Hundred Twenty and 99/100 (220 99/100) acres of land, more or less; exclusive of margin, butting and bounding North and East on Bluffback Creek and partly on lands belonging to the said William Bull Pringle, Southwardly on North Santee River; Westwardly on lands formerly belonging to Elias Horry, Deceased, and now to the estate of Dr. Alexander Hume, Deceased, and having such shapes, marks and boundaries as represented and delineated on a plat thereof annexed to a deed of conveyance of the same from the said William Bull Pringle to the said Robert Hume; the said tract of land hereby conveyed lying to the West of a line commencing at Bluffback Creek at the point marked AA, being in the mouth of a canal, thence Southwardly along said canal including the eastern margin of the said canal to the point marked BB, at which point it joins the yellow boundary; thence along the said yellow boundary lettered at its angles, O, P, Q, and R; and from the angle R along the red line running westwardly and terminating at the letter C, on the North Santee River, excepting therefrom the part of the knolls lying within said boundaries, which is marked on said plat as being at the angle Q and containing two and 47/100 (2 47/100) acres;" including, nevertheless, in this present conveyance all that tract of land which was conveyed back by the said Robert Hume to the said William Bull Pringle in a deed executed on the 14th day of April, 1852, and in which the said tract is designated as follows: "All that tract of land consisting of a knoll of about two (2) acres and three fields of rice land containing forty-eight (48) acres, more or less, being a part of the plantation or tract of land called Bear Hill sold to the said Robert Hume by the said William Bull Pringle, the boundary of said tract of land hereby conveyed being as follows: To the North on the yellow line marked BB and O in a plat copied by E. D. White from the original plat of lands of the Estate of E. Lynch Horry made by Charles Parker in 1832, which said plat is hereby

EXHIBIT "A" CONTINUED

made a part and parcel of these presents. The boundary on the east being the yellow line marked on said plat O and P and Q and R, and the boundary to the South being the yellow line marked on the said plat P and Q, and the red line marked R and C; the boundary to the Southeast being the North Santee River; the boundary to the West being the middle of the canal designated by the black line marked AA and BB, and the northern and eastern base of the knoll marked on the said plat with the number 135 and the middle of the canal leading from said knoll to the North Santee River - conveying by this deed an interest in but One Hundred Ninety-Two and 18/100 (192 18/100) acres, more or less, of the said Bear Hill Tract.

5. THE PLEASANT MEADOWS TRACT:

ALL that plantation or tract of land known as "PLEASANT MEADOWS" situate, lying and being in St. James Santee on Pleasant Meadows Creek containing about one hundred thirty (130) acres of tide swamp land together with several tracts of pine land, bounded on the West by lands late of the said William Bull Pringle, formerly of Henry Deas; South by creeks emptying into the North Santee River; on the East by lands now or formerly of Bowman and on the North by _____, being part and parcel of the estate of William Matthews, Deceased, and devised to his daughter, Susan B. Hunt, and having such shape, marks and boundaries as are delineated in the plat of the survey thereof by Charles Parker in 1832 and conveyed by William M. Hunt to the said William Bull Pringle on the 10th day of January, A.D. 1854.

6. THE MILLDAM TRACT:

ALL that plantation or tract of land South of the South Island Road in the County of Georgetown and State of South Carolina, called "MILLDAM" measuring and containing three hundred ninety (390) acres, more or less; Butting and Bounding to the North, West and South on lands formerly of T. S. Horry, now of the estate of Frost, and to the East on lands formerly of William Bull Pringle known as Richfield.

7. THE NEWLAND TRACT:

ALL that certain other plantation or tract of land called "NEWLAND" situate, lying and being in the County and State aforesaid, measuring and containing six hundred (600) acres, more or less, butting and bounding to the North on pine lands unknown, to the east on lands formerly of T. S. Horry, now or formerly of the Estate of Frost, to the South on North Santee River, and to the West on lands formerly of H. E. Lucas, known as Woodside.

The said two tracts last above described (Milldam and Newland) being lands united into one rice plantation and being the same premises substantially so as aforescribed which were conveyed to A. M. Manigault by B. C. Pressley and others by deed dated the _____ day of March, 1885, and recorded in the R.M.C. Office for said County of Georgetown in Book I, pages 438-440.

8. THE CAMPMAN TRACT:

ALL that plantation or tract of land on the north bank of Santee River in the County of Georgetown and State of South Carolina commonly known as "CAMPMAN PLANTATION" con-

EXHIBIT "A" CONTINUED

taining three hundred thirty (330) acres of rice land and about two hundred (200) acres of upland, said dimensions being more or less, and having the following boundaries, to-wit: Butting and Bounding to the North on lands formerly of the estate of Mayrant; South by Bluffback Creek and the two plantations or tracts of land known and described herein as Bear Hill and Richfield; West by a tract of land known and described herein as Newland; and East by that plantation or tract of land known and described herein as Milldam.

9. THE PINE GROVE TRACT:

ALL that plantation or tract of land situate, lying and being on the South side of the South Island Road in the County of Georgetown and State of South Carolina, known as PINE GROVE, containing Five Hundred (500) acres, more or less, of rice land, and One Hundred (100) acres, more or less, of highland, the said rice land and highland being connected by two canals.

10. THE WICKLOW TRACT:

ALL that plantation or tract of land known as "WICKLOW" situate, lying and being on the delta between North Santee and South Santee Rivers in the County of Georgetown and State of South Carolina estimated to contain from three hundred eighty (380) to four hundred eighty (480) acres of rice land; Butting and Bounding to the North on Mottfield Plantation, North Santee River and Atkinson or Atchinson Creek; to the East on Fannymeade Plantation; and to the West on Midland Plantation and Atkinson (or Atchinson) Creek.

11. POINT PLACE TRACT:

ALL that plantation or tract of land situate in the county of Georgetown and State aforesaid on North Santee River, known as "POINT PLACE" containing two hundred forty-seven and 7/10 (247 7/10) acres, more or less, of tide swamp including knolls; butting and bounding to the North on Minim Creek, to the South and East on North Santee River and to the West on lands formerly of the estate of Elias Lynch Horry, as will more fully appear by the plat of the lands of Elias L. Horry by Charles Parker dated April, 1832.

The eleven (11) foregoing and aforescribed plantations or tracts of land numbered and named as aforesaid from 1 to 11, both inclusive, having such shape, form, marks, specific boundaries, measurements, courses and distances as are delineated on a plat of lands and premises of Kinloch Gun Club made by E. F. Johnson, Surveyor, dated May, 1912, and attached to and made part and parcel of a deed from A. A. Springs and St. J. N. Lachicotte to Kinloch Gun Club bearing date 30 July, 1912, and recorded in the office of the Clerk of Court for Georgetown County in Deed Book E-1, page 291, said plat being duly recorded in the office of the Clerk of Court for Georgetown County in Plat Book C, page 20.

12. THE CROW ISLAND TRACT:

ALL that plantation or tract of land situate, lying and being in the County of Georgetown and State of South Carolina, being an island commonly called "CROW ISLAND" CONTAINING NINE HUNDRED (900) acres, more or less, and lying near the south of North Santee River between North Santee and Big Duck Creek and including the whole of said Island extending to low water mark on all sides around the same.

EXHIBIT "A" CONTINUED

SUBJECT, NEVERTHELESS, to a right-of-way granted by Kinloch Gun Club to the United States of America by instrument dated July 22nd, 1926, on and over a strip of land situate, lying and being in the County of Georgetown, State of South Carolina, and included within the red lines on a map of Inland Waterways, Alligator and Four Mile Creeks, S.C., dated the 7th day of December, 1922, prepared by the U.S. Engineer's Office at Charleston, S.C., and annexed to said instrument; the said strip of land running irregularly in the direction taken by Four Mile Creek and being about five hundred (500) feet in width and butting and bounding on the North on the North Santee River; on the East partly on the lands now or formerly of F. E. Johnstone and partly on other lands now or formerly of the Santee Gun Club and granted for similar purposes to the United States of America; and on the West on other lands now or formerly of Kinloch Gun Club,

to be used for dredging and disposing of excavated material, with the power and authority in the said United States of America to remove or destroy any dam, rice field bank or embankment or bank of any kind whatsoever on the said right-of-way or to stop up or obstruct or interfere with, partially, or entirely, any canal, ditch, waterway, sluiceway, run reservoir or other means or methods of irrigation or of the utilization of water power existing on said right-of-way, also with the right of ingress, egress and egress to, from, on and over said right-of-way and on and over any roadway, bank, dam and causeway leading to and from the said right-of-way necessary in the judgment of the United States of America for ready access thereto, and on and over any lands adjacent thereto likewise when essential for the United States of America for said purposes.

13. LITTLE CROW ISLAND:

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Georgetown and State of South Carolina, being an island commonly called "LITTLE CROW ISLAND", containing Fifty (50) acres, more or less, and surrounded by waters of Duck Creek.

14. MOTTEFIELD AND TRANQUILITY PLANTATIONS:

ALL that certain piece, parcel or plantation of land situate, lying and being in the County of Georgetown and State of South Carolina, known as "MOTTEFIELD" Plantation measuring and containing according to a plat thereof by E. N. Beaty, C.E., dated January 20th, 1928, and attached to and made a part of the deed from Frank E. Johnstone to W. Baxter Jackson and John A. Miller dated February 13th, 1928, and recorded in the office of the Clerk of Court for Georgetown County in Deed Book C-2, Page 165, two hundred eighty (280) acres and butting and bounding, according to said plat, as follows: To the North on the North Santee River, to the East on Gun Club, the center of said old canal being the line; to the South on an old canal separating the lands hereby conveyed from lands now of Kinloch Gun Club and of Santee Gun Club, the center of said Old Canal being the line, and to the West on Four Mile Creek, and having such shape, form, marks, courses and distances as are represented and delineated on said plat, reference being thereunto had will more fully and at large appear; also all that certain other piece, parcel, plantation or tract of land situate, lying and being in the County of Georgetown, State of South Carolina, known by the name of "TRANQUILITY" Plantation, measuring and containing according

EXHIBIT "A" CONTINUED

to a plat thereof made by E. N. Beatty, C.E., dated January 20th, 1928, and attached to and made a part of the deed from Frank E. Johnstone to M. Baxter Jackson and John A. Miller dated February 13, 1928, and recorded in the office of the Clerk of Court for Georgetown County in Deed Book G-2, page 165, three hundred thirty-six (336) acres and Butting and Bounding as follows: To the North, Northeast and Northwest on the North Santee River, and to the South, Southeast and Southwest on Atchinson Creek and on an old bank separating the said "TRANQUILITY" Plantation from lands now or formerly of W. N. Beach known as Moreland Plantation, the center of said old bank being the line, and having such shape, form, marks, courses and distances as are represented and delineated on said plat, reference being thereunto had will more fully and at large appear. Being the same premises conveyed to the Winyah Gun Club, Inc. by M. Baxter Jackson and John A. Miller by deed bearing date July 24, 1928, and recorded in the office of the Clerk of Court for Georgetown County in Book H-2, page 48, on September 24, 1928, and being a portion of the same premises conveyed to John A. Miller by Winyah Gun Club, Inc., by deed dated July 11, 1934, and recorded in the office of the Clerk of Court for Georgetown County in Deed Book C-2, pages 514 and 515.

15. JUTLAND AND BEAR HILL (a portion):

ALL that plantation or tract of land called JUTLAND, being a part of Bear Island, situate, lying and being in the County of Georgetown, State of South Carolina, Butting and Bounding to the North on a canal which separates it from the lands now or late of Dr. Alexander Hume, to the East on Santee River, to the South on North Santee River and Six Mile Creek. Measuring and containing two hundred thirty-five and 95/100 (235.95) acres, more or less, as will appear by reference to the plat of the said plantation made by John Wilson in December, 1826, annexed to the deed of conveyance from James W. Grey, Master in Equity to John Hume Lucas, dated March 6, 1848, recorded in the office of the Register of Mesne Conveyances in Georgetown County in Book O, Page 112, on the 4th of April, 1848. ALSO ALL that plantation or tract of land called BEAR HILL, containing One Hundred Fifty-Seven (157) acres, more or less, of swamp, knoll, margin, canal and settlement together, situate, lying and being in the County of Georgetown, State of South Carolina, Butting and Bounding to the North on Bluff Back Creek; to the East partly on the Canal which separates it from the lands now or formerly of William Bull Pringle, venting on Bluff Back Creek, and partly on the Eastern edge of the hill adjoining the lands now or late of William Bull Pringle, and partly on another canal which opens in North Santee River, and on the West on a canal which separates it from the lands now or late of the estate of Dr. Alexander Hume, and formerly of the estate of Elias Horry, as will appear by plat of the said plantation made by Charles Parker on the 15th of July 1843, and annexed to the deed of conveyance by William Bull Pringle of a larger tract to Robert Hume, recorded in the office of the Register of Mesne Conveyances for Georgetown County in Book O, page 186, on the 9th day of April, 1849.

The two above tracts of land being the same which were conveyed to Mary A. Lucas Ford by Frederick W. Ford by deed dated the 3rd day of April, 1901, which said deed is recorded in the office of the Clerk of Court for Georgetown County in Book V, pages 77-78-79; and by the said Mary A. Lucas Ford conveyed to Kinloch Gun Club by deed dated 30 September 1926, recorded as aforesaid in Book F-2, page 48.

EXHIBIT "A" CONTINUED

16. THE NORTH SANTEE MILL SITE:

ALL that piece, parcel or tract of land, situate, lying and being on North Santee River, in the old Parish of Prince George Winyah, in the County of Georgetown and State of South Carolina, said to contain Eighteen (18) acres, more or less, known and used as the site of the North Santee Mill and more particularly mentioned and described in a conveyance of the same, with a plat of the same thereto annexed, made by William B. S. Horry, Julia H. Trapiar, Edward S. Horry, and Paul T. Horry, to William B. Pringle, Junior, and Henry Wagner Tilton, in 1857, and recorded in the R.M.C.O. for Georgetown District, in Book Q, pages 236, 237 and 238, and also all and singular the rights of way over the Bluff and Newland Plantations, and all and singular the other privileges and easements more particularly described, mentioned and conveyed in the said conveyance as all the same were conveyed in the deed of conveyance thereof from Henry W. Tilton, William B. Pringle, Julia H. Trapiar, Edward S. Horry, and Paul T. Horry, dated November 7, 1872, and recorded in the office of the R.M.C. for Georgetown County, in Book D, pages 285 to 287; the said premises having been conveyed to Arthur M. Manigault by Francis L. Frost, by deed dated October 4th, 1901, and recorded in Book U, page 143.

And being the same premises which were conveyed by Robert S. Manigault and Edward Manigault as Executors of the estate of Arthur M. Manigault, deceased, unto Robert S. Manigault, by their deed dated June 2, 1925, and duly recorded in the office of the Clerk of Court for Georgetown County, South Carolina, on August 14, 1937, in Book 2-2, page 41.

Being the same property conveyed to Eugene E. duPont by deed of Eugene duPont, III, dated 19 July 1962, recorded in the office of the Clerk of Court for Georgetown County in Book 51, page 97, and by deed of Edward Manigault dated 25 June 1965 and recorded as aforesaid in Book 66, page 310; and by the said Eugene E. duPont devised to his four daughters Deo duPont Weymouth, Phyllis duPont Schutt, Murton duPont Carpenter and Nancy duPont Reynolds by Will dated 5 August 1966, probated in the Probate Court for said County on 17 August 1966 at File No. 4240; her one-fourth interest having been conveyed by Murton duPont Carpenter to her daughter Elizabeth Lea Carpenter duPont by deed dated 21 December 1976, recorded as aforesaid in Book 144, page 253; and her one-fourth interest having been devised by Deo duPont Weymouth to a trust of which The Wilmington Trust Company is successor trustee by her Will dated 21 April 1976 and the four Codicils thereto dated 4 November 1976, 7 November 1977, 11 August 1978 and 10 January 1980 and probated as aforesaid on 5 May 1981 at File No. 7136.

It is the intention of the Grantors herein to convey to the Grantee all of the property comprising Kinloch Plantation that is owned in common by the Grantors and that lies to the South of the Public Road and to the East of the property line of the Woodside Tract now the property of C. Porter Schutt.

EXHIBIT "B"

1. Taxes for the year 1993, and all succeeding years, a lien not yet due or payable.
2. Rights, if any, of the United States of America, the State of South Carolina, other governmental entities, the public and other riparian owners in such portions of the Property as now lie or formerly lay below the mean high water mark of the Santee River or its tributary creeks.
3. Rights, if any, of Kinloch Gun Club and its shareholders, their personal representatives, successors and assigns in the tract of 235.95 acres, more or less, known as Jutland, and the tract of 157 acres, more or less, being a portion of Bear Hill.
4. Rights of the United States of America, the State of South Carolina, and their assignees, pursuant to grants of easement for dredging the Intracoastal Waterway and for the deposit of spoil as follows: Instrument recorded September 9, 1926, in Book D-2, Page 259; instrument recorded August 22, 1938 in Book W-2, Page 585; instrument recorded July 13, 1938 in Book W-2, Page 580; and instrument dated February 16, 1939 and recorded in Book W-2, Page 735; and to the South Carolina Public Service Authority by instrument dated June 24, 1957 and recorded in Book 23, Page 188, all of the Office of the R.M.C., Georgetown County, South Carolina.
5. Rights of the South Carolina Public Service Authority to manipulate the flow of the Santee River, pursuant to instrument dated June 24, 1957, recorded as aforesaid in Book 23, Page 188, Office of the R.M.C., Georgetown County, South Carolina.
6. Such state of facts as would be disclosed by an accurate survey and inspection of the Property.
7. Rights, if any, of the owner of the adjoining property known as Woodside Plantation to cross Kinloch Plantation for access to the southern portions of Woodside Plantation.
8. Rights in Richard C. Stanland and his wife Elizabeth and the survivor of them to live rent-free in the small house which they presently occupy on the Property so long as they or either of them so desires.
9. All matters as of 12-27, 1993, which are disclosed in the Office of the R.M.C., Georgetown County, South Carolina or which would be disclosed by an inspection of the Property.