

Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00052742 Vol: 5445 Pg: 254



53 2006 00052742

Instrument Number: 2006- 00052742

As

Easement

Recorded On: March 16, 2006

Parties: CAROLINA LOW COUNTRY GIRL SCOUTS

To

LOWCOUNTRY OPEN LAND TRUST INC

Billable Pages: 12

Recorded By: CUSTOMER

Num Of Pages: 17

Comment: CLCGSC INC

**** Examined and Charged as Follows: ****

Easement 22.00

Recording Charge: 22.00

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

File Information:

Document Number: 2006- 00052742

Receipt Number: 39958

Recorded Date/Time: March 16, 2006 09:51:28A

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Cashier / Station: O Howell / Cash Station 6

Record and Return To:

LOWCOUNTRY OPEN LAND TRUST

485 EAST BAY STREET

NANCY DEWITT

CHARLESTON SC 29403



Cynthia B Forte - Register of Deeds

THIS GRANT OF CONSERVATION EASEMENT is made this 15 day of March, 2006, by Carolina Low Country Girl Scout Council, Inc., also known as Girl Scouts of Carolina Low Country, (hereinafter "Grantor"), having an address at 7257 Cross County Road, North Charleston, SC 29418, in favor of the Lowcountry Open Land Trust, Inc. (hereinafter "Grantee"), a South Carolina charitable corporation and a publicly supported corporation organized and operated under §501(c)(3) of the Internal Revenue Code of 1986, as amended (generally hereinafter the "Code") and not a private foundation under Code §509, with a business address at 485 East Bay Street, Charleston, SC 29403.

WHEREAS, the Protected Property possesses significant ecological and natural resources, water quality protection, open space and scenic value, and historic or cultural values (collectively the "Conservation Values") of great importance to Grantor, to Grantee and to the people of South Carolina and this nation; and

WHEREAS, Grantor believes that with the careful use of conservation easements, the resources, habitat, beauty and unique ecological character of the Protected Property can be protected in a manner that permits continuing private ownership of land and its subsequent use and enjoyment; and

WHEREAS, Grantor is willing to forego forever the right to fully exploit the financial potential of the Protected Property by encumbering the Protected Property with a conservation easement; and

WHEREAS, Grantor and Grantee recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Protected Property, and have the common purpose of the conservation and protection in perpetuity of the Protected Property as “a relatively natural habitat of fish, wildlife or plants or similar ecosystem” as that phrase is used in Code §170(h)(4)(A)(ii), “open space (including farmland and forest land)” as that phrase is used in Code §170(h)(4)(A)(iii) and “an historically important land area or a certified historic structure” as that phrase is used in Code §170(h)(4)(A)(iv) and in the regulations promulgated thereunder by the United States Department of the Treasury (hereinafter “Treasury Regulations”). Grantor and Grantee agree these purposes can be accomplished by placing voluntary restrictions upon the use of the Protected Property and by providing for the transfer from the Grantor to the Grantee of affirmative rights for the protection of the Protected Property so as to be considered a “qualified conservation contribution” as such term is defined in Code §170(h) and the Treasury Regulations promulgated thereunder; and

WHEREAS, the Grantee is a corporation whose purposes and powers include one or more of the purposes set forth in SC Code §27-8-20(1) authorizing Grantee to be a holder of conservation easements as provided for by the Act; and, Grantee is a publicly supported, tax-exempt, nonprofit corporation organized and operated under Code §501(c)(3) and not a private foundation under Code §509 dedicated to the preservation of the irreplaceable natural and historical resources of the South Carolina Lowcountry landscape by protecting significant lands, waters and vistas;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to §§170(h) and 2031(c) of the Code and the laws of the State of South Carolina, the Grantor hereby voluntarily grants and conveys to Grantee, its successors and permitted assigns, a conservation easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth (hereinafter the "Easement"). Grantor herein declares that the Protected Property shall be held, transferred, sold, conveyed 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 be a burden on the Protected Property in perpetuity.

1. Purposes. The purposes of this Easement (hereinafter the "Purposes") are as follows:

- (A) To protect and preserve the Conservation Values; and
- (B) To prevent any use or activity that will significantly impair the Conservation Values, subject to the rights and privileges reserved below by Grantor; and
- (C) To allow the continuation of historic and traditional uses and activities as well as limited new uses that would not significantly impair or degrade the Conservation Values.

2. Rights of Grantee. Grantor hereby conveys the following rights to the Grantee:

- (A) Right of Visual Access. To have visual access to the Protected Property, provided that such right shall not be construed to permit general public access over or upon the Protected Property;
- (B) Right to Monitor. To enter upon the Protected Property in a reasonable manner, and at reasonable times, in order to monitor compliance with the Easement and to further document natural and manmade features of the Protected Property;
- (C) Right to Prevent Inconsistent Uses. To prevent Grantor, all subsequent owners or third persons from conducting any activity or use inconsistent with the Purposes;
- (D) Right to Require Restoration. To require Grantor, all subsequent owners or third persons to restore such Conservation Values that may be damaged by any uses or activities prohibited by this Easement, or any activity or use inconsistent with the Purposes; and
- (E) Right of Discretionary Consent. If, owing to unforeseen circumstances, any of the uses or activities prohibited under this Easement are deemed desirable by both the Grantor and the Grantee, the Grantee may, in its sole discretion, give permission for such activities, subject to such limitations as it deems necessary or desirable and provided that:

- I. The activities will not adversely affect the qualification of this Easement as a "qualified conservation easement" under any applicable laws, including §§170(h) and 2031(c) of the Code or the Act.
- II. The activities will not adversely affect the "tax exempt" status of the Grantee under any applicable laws, including §501(c)(3) of the Code and Treasury Regulations promulgated thereunder.
- III. The activities will not adversely affect the Conservation Values.

IV. In no case shall the Grantee or Grantor have the right or power to agree to any activities that would result in the termination of this Easement.

3. **Definitions.** For the purposes of this Easement, Grantor and Grantee agree that those bold-faced terms that appear throughout Paragraph 5 shall be defined as follows:

Agricultural Activities shall be defined as activities directly related to the production of plant or animal products on the Protected Property, including crop production, animal husbandry, floriculture and horticulture, in a manner that preserves the long-term productivity of the soil. Permitted activities shall not include **Feedlots**, intensive livestock production facilities nor any type of large-scale operation where animals are confined.

Agricultural Structure shall be defined as any building designed or used in the conduct of permitted **Agricultural Activities**, not including any structure used as a dwelling for human beings.

Approval shall be defined as the prior written consent of the Grantee to allow Grantor to undertake an activity otherwise prohibited by this Easement.

Education/Recreation Facility shall be defined as any structure utilized for educational and recreational uses and their support facilities including, but not limited to, pavilions, covered shelters, dining halls, swimming pools, physical challenge courses, horse barns, equipment sheds, and restroom/shower facilities.

Feedlot shall be defined as any confined area or facility for feeding within which the land is not grazed or cropped at least annually or which is used to receive livestock that have been raised off the Protected Property for feeding and fattening for market.

Forest Management Plan shall be defined as a written plan subject to periodic updates, on file with the Grantee and agreed upon by both Grantor and Grantee, which outlines **Forest Management Practices** on the Protected Property.

Forest Management Practices shall be defined as the production, improvement and maintenance of forest lands for timber production, wildlife management, aesthetics or any other purpose. **Forest Management Practices** include silviculture practices, which are used to control the establishment, growth, composition, health, quality and utilization of forestlands for multiple-use purposes, and may include thinning, reforestation or prescribed fire.

Height shall be measured, for the purposes of any permitted structure, from the ground or the legal building elevation within a Federal Emergency Management Agency (or successor agency) flood zone, whichever is greater, to the top of the highest structural component, excluding chimneys, antennas and weather vanes.

Impervious Surface shall be defined as a hard surface area which either prevents or retards the entry of water into the soil mantle at a rate lower than that present under natural conditions prior to development. Impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots, or storage areas, concrete or asphalt paving, or other surfaces which similarly impede the natural infiltration of surface and stormwater runoff.

Main House shall be defined as a detached, single-family dwelling constituting the primary residential use of, and to be occupied by the owner or permitted lessee of, the Protected Property or the **Subdivided Tract**.

Notice shall be defined as a written communication as defined in Paragraph 19.

Related Outbuilding shall be defined as any auxiliary structure customarily used as an accessory to a private rural residence in the South Carolina Lowcountry, not including any structure used as a permanent or temporary dwelling for human beings.

Residential Structure shall be defined as the **Main House(s)**, the **Secondary House(s)** and **Related Outbuildings**.

Secondary House shall be defined as a single-family dwelling to be located adjacent to, or in close proximity to, and to be held under the same ownership as and controlled by the owner or permitted lessee of the **Main House** and intended for the use of guests, friends, family members or employees of the owner or permitted lessee of the **Main House**.

Significant Tree shall be defined as any cypress, live oak, or magnolia having a diameter at breast height of sixteen (16) inches or greater.

Square Footage shall be defined as the total built area inclusive of any associated **Impervious Surface** including, but not limited to, enclosed and unenclosed porches, patios and decking, paved parking surfaces and walkways.

Subdivided Tract shall be defined as a separate transferable parcel of land having a unique identity according to Berkeley County records.

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

Superstructures shall be defined as any structure that extends above the level of the walkway, pierhead or float of a dock, excluding handrails.

Temporary Dwelling shall be defined as any structure to accommodate transient guests, including, but not limited to, cabins, raised tent platforms, bunkhouses, and covered shelters.

Wetland shall be defined as any area where the water table is above, at or near the surface of the land and has one of the following characteristics: (1) at least periodically, the land supports hydrophilic (water-adapted) vegetation; (2) the substrate is predominantly undrained hydric soil; or (3) the substrate is saturated with, or covered by, water for some time during the growing season of the average year.

4. **Reserved Rights.** Grantor reserves to himself (or herself), and to his (her) personal representative, heirs, successors, and assigns, all the rights, uses and activities (collectively, the "Reserved Rights") inherent in fee simple ownership of the Protected Property, subject to the specific Restrictions and Limitations of Paragraph 5, which are included to accomplish the Purposes enumerated in Paragraph 1. All Reserved Rights shall apply to the Protected Property in its entirety. In addition, the exercise of all Reserved Rights shall be in full accordance with all applicable local, state and federal laws and regulations, as well as in accordance with the purposes.

5. **Restrictions and Limitations.** Grantor will not perform or permit or will perform or permit, as specified below, the following acts or uses (hereinafter the "Prohibited Uses") on, over or under the Protected Property:

(A) **Subdivision.** The Protected Property is currently composed of one (1) tract, which is Berkeley County TMS # 214-00-00-001. There shall be no further **Subdivision** of the Protected Property. The Grantor shall not indirectly subdivide all or any part of the Protected Property through the allocation of property rights among partners, shareholders or members of any successor entity, the creation of a horizontal property regime, leasing or any other means.

(B) **Structural Limitations.** The construction, enlargement and replacement of **Residential Structures, Temporary Dwellings, and Education/Recreation Facilities**, and all other structures are subject to the following limitations:

I. Total **Impervious Surface** on the Protected Property shall not exceed a maximum square footage of one hundred and twenty thousand (120,000) square feet in the aggregate.

II. No **Residential Structure, Agricultural Structure, Temporary Dwelling, or Education/Recreation Facility**, shall exceed thirty-five (35) feet in **Height**.

III. **Residential Structures** shall be limited to four (4) **Main Houses**, four (4) **Secondary Houses and Related Outbuildings**.

IV. Other than permitted **Residential Structures**, no other structure on the Protected Property shall be used as a permanent dwelling for human beings.

V. **Temporary Dwellings and Education/Recreation Facilities** are permitted provided that the **Square Footage** of all **Impervious Surface** on the Protected Property does not exceed the allowance stated in Paragraph 5(B)1..

VI. Docks.

(a) The Grantor retains the right to maintain, repair, or replace the one (1) existing dock providing access to the East Branch of the Cooper River provided the **Square Footage** of the dock does not exceed that of the existing dock at the time of the grant of this conservation easement.

(b) No additional docks are allowed on the Protected Property.

(c) Grantor shall not construct as a part of the dock providing access to the East Branch of the Cooper River or its tributaries any fixed or permanent **Superstructures**, or boatlifts.

Notwithstanding the above, Grantor retains the right to construct handrails on the existing or replacement dock, not to exceed three (3) feet in height.

Neither Grantor nor Grantor's agents, successors and assigns, shall make application for any permit or construct any improvements or permit any third party to make application for any permit or construct improvements or permit the Protected Property to access any improvements which would result in a violation of the foregoing provisions, including, but not limited to, the construction of any docks within the deemed extension of the property lines extending to East Branch of Cooper River or its tributaries except as expressly permitted.

VII. Boathouse. The Grantor retains the right to maintain, repair, or replace the one (1) existing boathouse provided that the **Square Footage** of the structure does not exceed that of the existing structure at the time of the grant of this conservation easement.

VIII. Boat Ramp. The Grantor retains the right to repair and maintain the one (1) existing boat-launching ramp, adjacent to the boathouse, provided it shall be limited to a maximum width of twenty (20) feet.

IX. Boardwalk. One (1) boardwalk sited within any freshwater **Wetland** shall be limited to a walkway no wider than four (4) feet and associated observation platforms with a maximum **Square Footage** of one thousand (1000) square feet in the aggregate. There shall be minimal adverse impact to the freshwater **Wetland** during construction.

X. Towers. There shall be no towers on the Protected Property, including, but not limited to, radio, microwave, broadcast, communication and cellular towers.

Notwithstanding the above, Grantor is permitted to construct wildlife observation towers, not to exceed a height of twenty five (25) feet.

(C) Buffers. Buffer Area(s), as shown in Exhibit B, shall be subject to the following restrictions:

Historic Rice Fields on East Branch of the Cooper River. In order to provide an aesthetic and ecological transition zone between the Protected Property and waterways, there shall be no new **Impervious Surface, Agricultural Activities**, structures (other than fencing, permitted dock, boat ramp, boat house, and gates), nor new roads on that portion of the Protected Property within fifty (50) feet of the S.C. Office of Ocean and Coastal Resource Management Critical Line adjacent to the East Branch of the Cooper River and its tributaries. Grantor reserves the right to engage in limited **Forest Management Practices**, including the right to create and maintain scenic gardens or vistas, provided there shall be no clearcutting.

Property Boundary. In order to provide a vegetated buffer between the Protected Property and the adjacent properties, there shall be no new **Impervious Surface, Agricultural Activities**, new road, structures, other than fencing and gates, nor alteration to the topography or hydrology within thirty (30) feet of the property boundary which does not border the East Branch of the Cooper River. There shall be no alteration to the vegetation, except as necessary to engage in limited **Forest Management Practices**, provided there shall be no clearcutting, and to maintain open fields existing within the buffer at the time of this Easement.

Notwithstanding the above, Grantor retains the right to maintain and improve existing structures located within this buffer.

(D) Preserve Areas. Preserve Area(s), as shown in Exhibit B, shall be subject to the following restrictions:

Historic Rice Fields. Within this approximately thirty (30) acre area of historic rice fields there shall be limited **Agricultural Activities**, no additional structures (other than the permitted dock), **Impervious Surface**, roads, or alteration to the topography or hydrology.

Notwithstanding the above, the Grantor is permitted, to repair the existing dikes of the historic rice fields, and reimpound them as stated in Paragraph 5(P), subject to compliance with all federal, state, and local laws and regulations.

Historic Manor House Compound. Within this approximately sixteen (16) acre area containing the Manor House, Guest House, Carriage House, Doll House, Dog House, Walled Garden, and Harleston-Rutledge Cemetery (as described in the Baseline Documentation), there shall be no additional structures, **Impervious Surface**, new roads, alteration to the topography or hydrology, **Agricultural Activities** nor **Forest Management Practices**, with the exception of reasonable efforts to preserve the archaeological integrity of the site or to conduct archaeological research as stated in Paragraph 5(K).

Notwithstanding the above, the Grantor has the right to maintain or replace the existing structures, provided that the **Square Footage** of the structures does not exceed that of the existing structures at the time of the grant of this conservation easement. The Grantor is also permitted to create and maintain landscaping, and scenic gardens or vistas within the Preserve.

(E) Industrial Uses. There shall be no industrial uses, activities, or structures. No right of passage across or upon the Protected Property shall be allowed or granted if that right of passage is used in conjunction with any industrial uses or activities.

(F) Commercial Uses. There shall be no commercial uses, activities or structures, other than home-based business, nature-based tourism, operation of a bed and breakfast, or the temporary leasing of the facilities or grounds of the Protected Property for special events including, but not limited to, weddings and other social events, without prior **Approval** by the Grantee. Large-scale commercial events, such as movie productions, must have prior **Approval** by the Grantee.

(G) Services. Construction of water wells, septic treatment systems and associated ponds, above-ground fuel storage tanks, underground liquefied petroleum (LP) gas storage tanks and utility services, is limited to serve the allowed uses in Paragraph 5, subject to all applicable federal, state and local laws and regulations.

(H) Roads. Roads shall be limited to those required to facilitate the uses permitted by this Easement, provided Grantor shall use existing roads wherever possible and provided there shall be no paving of any road with non-permeable materials. Maintenance of roads and roadside ditches shall be limited to standard practices for non-paved roads. Roads temporarily constructed or widened to allow for permitted **Forestry Management Practices** shall be allowed to return to their former size and state after this use.

(I) Landscaping. Landscaping shall be limited to the management of vegetation associated with the uses provided for in Paragraph 5. The Grantor is permitted to maintain and improve the existing "Walled Garden" (as described in the Baseline Documentation), provided that there are no activities that endanger the health or survival of **Significant Trees** without **Approval**.

(J) Signs. Signs shall be limited to a maximum of eight (8) square feet in size. Signs shall be placed so as to minimally impact the scenic view as seen from the East Branch of Cooper River.

(K) Archeological Digs. Any archeological site shall, upon completion of any excavation, be returned to, or as close as possible to, its previous state, unless the site is to be maintained in an excavated condition for interpretive purposes related to education. All items located during archaeological digs must be preserved and retained on the Protected Property or contributed to a recognized and accredited museum or educational institution. The sale of artifacts from archaeological excavation is prohibited.

(L) Forestry Uses. Forestry Uses are limited to those **Forest Management Practices** defined in the **Forest Management Plan**. There shall be no activities that endanger the health or survival of **Significant Trees** without **Approval**. Notwithstanding the above, Grantor reserves the right to cut any tree, in accordance with all applicable federal, state, and local laws and regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.

(M) Agricultural Uses. **Agricultural Activities** are restricted to the scientifically based practices, currently in use at the time of implementation, recommended by the South Carolina Cooperative Extension Service, the United States Natural Resources Conservation Service, their successors or other entities mutually acceptable to the Grantor and Grantee. Grantor and Grantee recognize that changes in agricultural technologies, including accepted management practices, may result in an evolution of **Agricultural Activities**. Such evolution shall be permitted so long as it is consistent with the Purposes.

(N) Recreational Uses. The Grantor retains the right to engage in minimum impact outdoor recreational activities including camping, fishing, hiking, equestrian activities, swimming, wildlife observation, boating, archery, physical challenge courses, or other activities that do not impair the Conservation Values of the Protected Property.

(O) Hunting and Fishing. The Grantor retains the right to recreational hunting, trapping, or fishing, by the Grantor and the Grantor's family and guests, and the seasonal lease of hunting, trapping and/or fishing rights, provided neither the Grantor nor any lessee of, or party contracting with, the Grantor shall charge the sportsmen who hunt, trap, or fish daily fees.

(P) Dikes and Water Control Structures. The Grantor retains the right to construct, maintain, repair, and replace dikes and water control structures associated with the impoundments, ponds, and historic rice fields on the Protected Property, subject to compliance with all federal, state and local laws and regulations.

(Q) Ponds. The Protected Property contains three (3) existing ponds approximately four (4) acres in the aggregate. Additional ponds are permitted provided all ponds on the Protected Property, excluding ponds created from any reimpoundment of the historic rice fields, are limited to twelve (12) acres in the aggregate and provided that they are in accordance with all applicable local, state and federal laws and regulations.

(R) Lighting. All exterior lighting, including landscape and accent lighting, must be so designed and located as to preclude direct sight of the light source from beyond property lines.

(S) Mining. Mining and recovery of any oil, gas or minerals are restricted to extraction methods in accordance with Code §170(h)(5)(B) prohibiting surface mining and that, following the mining activity, the site is returned to, or as closely as possible to, its previous state.

(T) Topography and Hydrology. There shall be no alteration of the topography or hydrology, unless otherwise provided for in Paragraph 5.

(U) Refuse. There shall be no placing of refuse, vehicle bodies or parts, or junk not generated on the Protected Property.

(V) Adverse or Inconsistent Uses. There shall be no other use or activity that is inconsistent with the Purposes.

6. Third Party Activities. The Grantor shall keep the Grantee reasonably informed as to activities being conducted on the Protected Property which are within the scope of this Easement and as to the identity of any third parties who are conducting or managing such activities. The Grantor shall ensure that all third parties who are conducting activities relating to permitted uses of the Protected Property are fully and properly informed as to the restrictions and covenants contained within this Easement which relate to such uses, including without limitation, the provisions of this Paragraph and of Paragraphs 4 and 5.

7. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, the Grantee shall notify the Grantor of the violation (hereinafter, "First Notice") and request voluntary compliance. In the event that voluntary compliance is not agreed upon within ninety (90) days of receipt of First Notice, the Grantee shall give written notice to Grantor of such violation (hereinafter, "Second Notice") and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purposes, to restore the portion of the Protected Property so injured.

If Grantor fails to cure the violation within sixty (60) days after receipt of Second Notice thereof from Grantee (or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, if Grantor shall fail to begin curing such violation within said sixty (60) day period, or fail to continue diligently to cure such violation until finally cured), Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, including damages for the loss of the Conservation Values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may either apply any damages recovered to the cost of undertaking any corrective action on the Protected Property or may apply any damages recovered towards activities relating to monitoring and enforcing compliance with the terms of this Easement and other similar conservation easements.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, Grantee may pursue its legal and equitable remedies under this Paragraph without prior notice to Grantor 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 Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this 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 Easement, without the necessity of proving 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.

8. Costs of Enforcement. If Grantee prevails in any action to enforce the terms of this Easement, any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including without limitation, costs of suit and reasonable attorneys' fees, and any reasonable costs of restoration necessitated by Grantor's

violation of the terms of this Easement, shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement, any costs incurred by Grantor, including Grantor's cost of the suit (which includes reasonable attorney's fees) shall be borne by Grantee.

9. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the reasonable discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

10. Grantor's Environmental Warranty. The Grantor warrants that it has no knowledge of a release or threatened release of hazardous substances or wastes on the Protected Property and promises to defend and indemnify the Grantee against all litigation, claims, demands, penalties, and damages, including reasonable attorney's fees, arising from breach of this warranty.

11. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, trespass by third persons, fire, hurricane, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.

12. Access. No right of public access to any portion of the Protected Property is conveyed by this Easement, except as expressly provided herein.

13. Costs, Liabilities, and Taxes. Grantor and the successors in title to the Grantor 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, clean up or remediation costs due to chemical contamination and the maintenance of general liability insurance coverage.

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 indemnifying party on the Protected Property.

14. Transfer Fee. There shall be assessed by the Grantee a transfer fee equal to one-half of one (0.5) percent of the sales price or other consideration paid in connection with the transfer of any interest other than the sale of timber or timber rights in such Protected Property, which transfer fee shall be paid to the Grantee at the time of the transfer. This sum shall be placed in Grantee's stewardship fund, or such similarly named successor fund, to finance Grantee's efforts to uphold its duties and responsibilities under the Easement on the Protected Property as well as on Grantee's other protected properties. In the event of non-payment of such transfer fee, Grantee shall have the right to file a lien for such unpaid transfer fees which shall be a lien on the Protected Property but which lien shall be subordinate to this Easement and to the lien of any first mortgage on the Protected Property. Any such lien may be enforced and/or foreclosed in accordance with the laws of the State of South Carolina. Grantee may require the Grantor and/or any subsequent purchaser to provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, copies of deeds or other such evidence. Any transfer subsequent to the conveyance of this Easement without consideration or to a spouse, a lineal descendant, a spouse of a lineal descendant (collectively, "Immediate Family Members"), or to an entity at least 50% of the equity interest of which is owned by an Immediate Family Member or to a trust whose presumptive beneficiaries are the grantor or an Immediate Family Member, or to a charitable organization which is tax exempt under 501(c)(3), shall be exempt from the assessment of such transfer fee. An exchange of properties pursuant to Code §1031, or similar statute, shall be deemed to be for consideration based on the market value of the property received at the time of such transfer. Market value shall be determined by agreement of the Grantor and the Grantee, or in the absence of such agreement by an MAI appraiser selected by the Grantee, whose appraisal fee shall be paid by the Grantee.

15. Extinguishment, Condemnation and Fair Market Value. If circumstances arise in the future that render all of the Purposes impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, then as required by Sec.1.170A-14(g)(6) of the IRS regulations, the Grantee in the event of any sale, exchange, or involuntary conversion of the Protected Property is entitled to a percentage of the gross sale proceeds, minus any amount attributable to the value of improvements made after the date of this grant and allowed under the Conservation Easement, which amount shall be reserved to Grantor, equal to the ratio of the appraised value of the Conservation Easement to the unrestricted fair market value of the Protected Property established as of the date donated.

If all or a part of the Protected Property is taken by exercise of the power of eminent domain, Grantor and Grantee shall be respectively entitled to compensation in accordance with applicable law.

For the purpose of the above Paragraphs, the parties hereto stipulate that 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. The percentage interests shall be determined by the ratio of the value of the Easement to the value of the Protected Property, without reduction for the value of the Easement. All such proceeds received by Grantee shall be used in a manner consistent with the conservation purposes of this grant. This provision is not intended to violate the provision required by Code §170(h)(2)(C) that requires the Easement to be granted in perpetuity.

16. Limitations on Amendment. If unforeseen circumstances arise, including any change or modification to state or federal laws or regulations especially as they relate to the Code, under which an amendment to, or modification of, this Easement would be appropriate to clarify any ambiguities or to maintain or enhance the Conservation Values, Grantor and Grantee may, by mutual written agreement, jointly amend this Easement; provided that no amendment shall be allowed that will adversely affect the eligibility of this Easement as a "qualified conservation easement" under any applicable laws, including §§170(h) and 2031(c) of the Code. No amendment shall be allowed which would adversely affect the "tax exempt" status of the Grantee under any applicable laws, including §501(c)(3) of the Code and Treasury Regulations promulgated thereunder. Any such amendment shall be consistent with the purposes of this 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 Easement on its effective date, and shall not permit any impairment of the Conservation Values. Grantor and Grantee agree to a reasonable consideration of any such proposed amendment, however, neither Grantor nor Grantee shall be bound to agree to any amendment. Any such amendment shall be recorded in the official land records of Berkeley County, South Carolina.

17. Assignment. The benefits of this Easement 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 Easement continue to be carried out in full as provided herein, (ii) the assignee has a commitment to protect the Purposes and the resources to enforce the restrictions contained herein, and (iii) if the assignee, at the time of assignment, qualifies under §170(h) of the Code, and applicable Treasury Regulations promulgated thereunder, and under State of South Carolina law as an eligible donee to receive this Easement directly. In the event that Grantee ceases to exist or exists but no longer as a tax-exempt, nonprofit corporation, qualified under §§501(c)(3) and 170(h)(3) and not a private foundation under §509(a) of the Code, then this Easement shall be assigned to a tax-exempt, nonprofit organization, qualified under §§501(c)(3) and 170(h)(3) and not a private foundation under §509(a) of the Code, which has a mission of protecting open lands or natural resources in the South Carolina Lowcountry.

18. Transfers. Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which Grantor transfers any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. The Grantor shall give the Grantee notice of any change of possession, ownership or control of the Protected Property within thirty (30) days of such change, including without limitation notice of any transfer, lease, or sale of all or a part of the Protected Property. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

19. Communication. Any communication that either party desires, or is required, to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor:	Carolina Low Country Girl Scouts 7257 Cross County Road North Charleston, SC 29418
To Grantor's Attorney:	William J. Bates Young Clement Rivers, LLP 28 Broad Street Charleston, SC 29401
To Grantee:	Lowcountry Open Land Trust, Inc. 485 East Bay 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.

20. Recordation. Grantee shall record this instrument in timely fashion in the RMC Office for Berkeley County, South Carolina, and may re-record it at any time as may be required to preserve its rights in this Easement.

21. Effective Date. Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this Easement is recorded in the RMC Office for Berkeley County, South Carolina, after all required signatures have been affixed hereto.

22. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of South Carolina.

23. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to uphold the Purposes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes that would render the provision valid should be favored over any interpretation that would render it invalid.

24. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.

25. Entire Agreement. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to, the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Protected Property. The terms "Grantor" and "Grantee", wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and his (or her) personal representatives, heirs, assigns, and subsequent owners, and the above-named Grantee and its successors and assigns.

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

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

GRANTOR HEREBY WARRANTS and represents that the Grantor is seized of the Protected Property in fee simple and has good right to grant and convey this 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 Easement.

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

WITNESSES:

Catherine M. Gordon
Lior Rizziero
Pamela B. Floyd
John M. Bailey

WITNESSES:

AWG
Lisa Wilson
Lisa Wilson
Ellie McGinness

GRANTOR:

CAROLINA LOW COUNTRY GIRL SCOUT COUNCIL, INC.

By: Sandra H. Long
Its: Chair, Board of Directors

And: Jane B. Lorke
Its: 2nd Vice President

GRANTEE:

LOWCOUNTRY OPEN LAND TRUST, INC.

By: William R. Hiett
Its: Treasurer

And: Margaret P. Blackmer
Its: Secretary

STATE OF SOUTH CAROLINA)

COUNTY OF Charleston)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this 15 day of March, 2006, before me the undersigned Notary, and I do hereby certify that the above named Grantor(s) personally appeared before me and acknowledged the due execution of the foregoing instrument.

Nancy C DeWitt
(Signature of Notary)

Notary Public for the State of South Carolina

My commission expires: January 28, 2014

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this 15 day of March, 2006, before me the undersigned Notary, and I do hereby certify that the above named duly authorized officers of the Grantee personally appeared before me and acknowledged the due execution of the foregoing instrument.

Nancy C DeWitt
(Signature of Notary)

Notary Public for the State of South Carolina

My commission expires: January 28, 2014

EXHIBIT A

Legal Description of Protected Property

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in First St. John's Tax District, County of Berkeley, State of South Carolina, MEASURING AND CONTAINING One Hundred Fifty-two and Four-tenths (152.4) acres, and having metes, bounds, courses, distances, content and delineations as follows, to-wit: Commencing at a point located by a concrete monument, approximately 240 chains from South Carolina Highway # 402 on the Southwest side of the access road from the main house of Richmond Plantation to Highway # 402, common to the locus, said access road and other lands of Grantor, (1) North 57° 15' East a distance in the aggregate of 18.39 chains along other lands of Grantor to a point located by a concrete monument; thence (2) South 24° East a distance of 8.42 chains along lands of West Virginia Pulp and Paper Company to a point located by a concrete monument; thence (3) South 21° East a distance of 6.13 chains along other lands of Grantor to a point located by a concrete monument; thence (4) South 45° 45' East a distance of 12.0 ± chains along a bank (bank the line) to the West bank of the Eastern Branch of the Cooper River; thence across a channel and along the meanders of the West bank of the Eastern Branch of the Cooper River in a general Southwesterly direction to a point on a bank vertical thereto; thence (5) North 41° 30' West a distance of 13.0 ± chains along a bank (bank the line) to a point located by an iron; thence along the high water line of an old rice field, other lands of Grantor, in a general Westerly direction to a point located by a concrete monument; thence (6) North 12° 50' East a distance of 22.12 chains along other lands of Grantor and a bank (C.L. of bank the line) to a point located by a concrete monument; thence (7) North 57° 15' East a distance of 21.61 chains to the point of beginning. All of which will more fully appear by reference to a plat showing a portion of Richmond Plantation about to be conveyed to Girl Scouts of America, surveyed by H.H. Foster, R.L.S., and R.B. Cuthbert, on October 31, 1962, plat prepared on November 13, 1962, a copy of which plat is hereto attached an made part and parcel hereof by reference thereto and reference unto which plat is hereby craved for a more complete and detailed description hereof. (Plat recorded in Plat Book O, Page 74).

Said lands being a portion of lands conveyed to the Grantor herein by deed of Thomas Kenneth Ellis and Jean Ellis Summers, bearing date the 9th day of June, 1962, and recorded in the office of the Clerk of Court for Berkeley County, South Carolina, in Deed Book C-58, at page 244.

EXCEPTIONS

This conveyance is subject in all respects to the easement and right of the South Carolina Public Service Authority to flow the property with water as set forth in easement from Florence A. Ellis to South Carolina Public Service Authority, dated October 20, 1943 and recorded in the office of the Clerk of Court for Berkeley County, South Carolina in Deed Book C-38, at page 236. Also, to any rights which may be outstanding in connection with the use of a cemetery located on the above described tract of land.

CONDITION

It is specifically understood and agreed and is part of the consideration for the within conveyance that the banks on which are located property lines dividing the lands herein and hereby conveyed from other lands of Grantor, shall be suffered to remain and Grantor and Grantee do covenant and agree that either shall have the right to enter freely upon said banks for the purpose of maintenance thereof, at their individual expense, without any obligation so to do however.

COVENANT

The foregoing written Condition is intended and is hereby declared to be a covenant running with the land and therefore binding upon all subsequent owners of the lands hereby conveyed or the lands adjacent to the banks herein referred to, but may be terminated by written instrument executed by the then owners of said lands.

TMS #(s) 214-00-00-001

Grantee's Address: 485 East Bay Street
Charleston, SC 29403

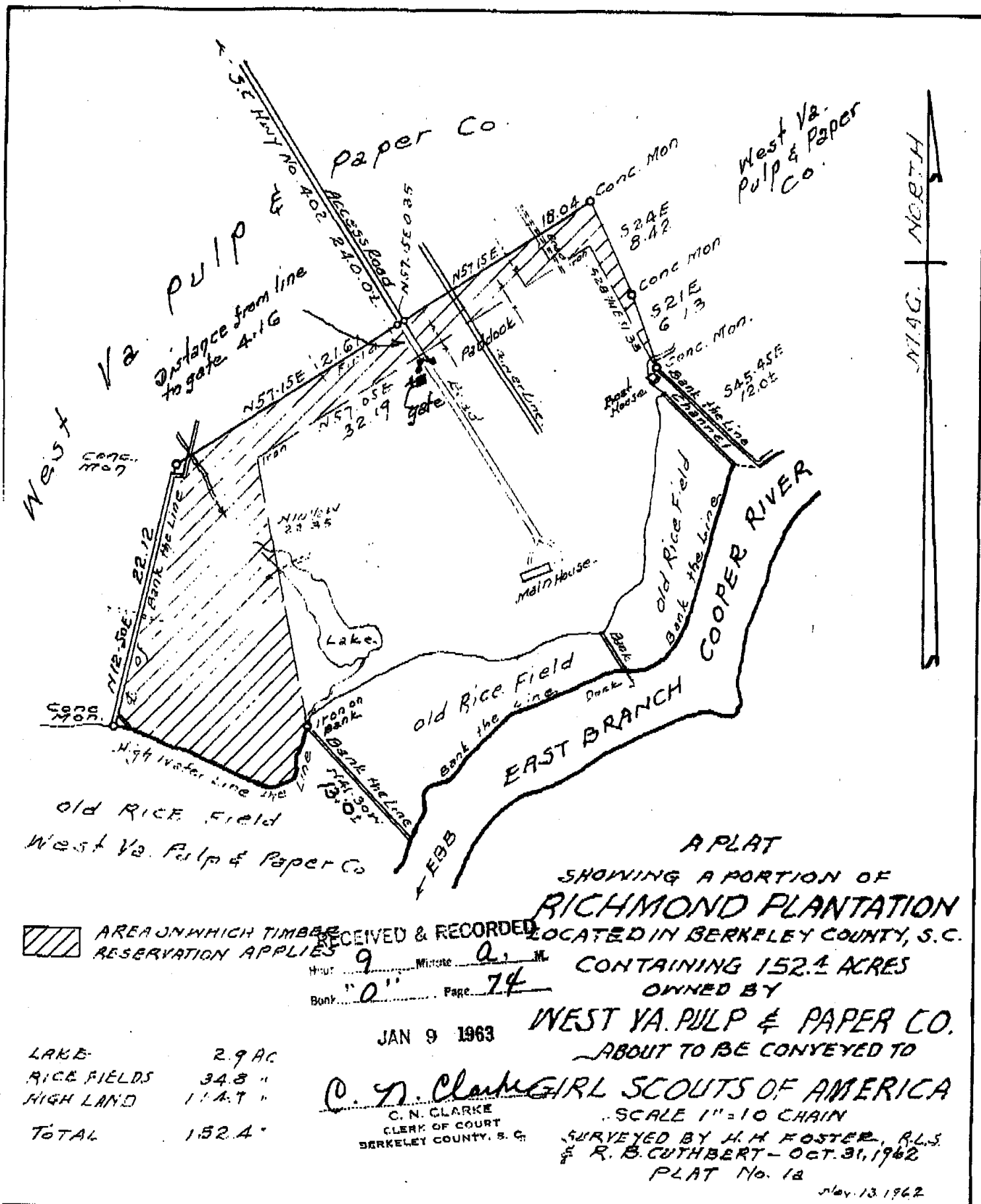


Exhibit B




Girl Scout Plantation **1999 Orthophotograph**

 **Easement Boundary**


Buffers


 **Property Boundary (30 ft.)**

 **East Branch Cooper River & Historic Rice Fields (50 ft.)**

Preserves

 **Historic Rice Fields**

 **Historic Manor House Compound**

 **North**

Feet
 0 115 230 460 690 920

Boundaries are approximate. Please refer to Berkeley County TMS #214-00-00-001.

Lowcountry Open Land Trust
 485 East Bay Street, Charleston, SC 29403
 (843) 577-6510