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STATE OF SOUTH CAROLINA )

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## GRANT OF CONSERVATION EASEMENT

COUNTY OF CHARLESTON )

THIS GRANT OF CONSERVATION EASEMENT is made this 13<sup>th</sup> day of September, 2013, by Llewellyn Huger Sinkler, George Dana Sinkler, Jr., James Marshall Sinkler, Huger Sinkler II, G. Dana Sinkler and Huger Sinkler, II, as Co-Trustees of the Rosebank 2012 Trust, John P. Barnwell and Caroline C. Sinkler, Successor Co-Trustees of the Huger Sinkler, Jr. Exempt Trust under the will of Huger Sinkler, and John P. Barnwell and Caroline C. Sinkler, Successor Co-Trustees of the Huger Sinkler, Jr. Non-Exempt Trust under the will of Huger Sinkler (hereinafter "**Grantor**"), having an address at 2200 Rosebank Plantation Road, Wadmalaw Island, SC 29487, and 134 Columbus Street, Charleston, SC 29403, Charleston, South Carolina, 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 43 Wentworth Street, Charleston, SC 29401.

WHEREAS, **Grantor** is the sole owner in fee simple of certain real property known as "Rosebank Estates Lot IV" containing approximately twenty-three and ninety-eight hundredths (23.98) acres (TMS # 198-00-00-015), in Charleston County, South Carolina, and more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein by this reference (hereinafter the "Protected Property"); and

WHEREAS, the conservation of the Protected Property will yield significant public benefits, as evidenced by its designation as a "Buffer Critical Area" ["area adjacent to and potentially important to the integrity and viability of core areas" ("area containing high densities of priority habitats for conservation management and protection")] by South Carolina conservation partners in the 1999 South Carolina Landscape Mapping Project; and

WHEREAS, the Protected Property lies within the more than 800,000 acres of the Cooper, Ashley, Wando, and Sea Islands (CAWS) Basin Focus Area, featuring diverse ecosystems and a wealth of wildlife, all of which is the focus of a consortium of private landowners, conservation groups, and federal and state agencies, working to protect and enhance the region's natural resources and traditional agricultural and recreational uses; and

WHEREAS, the CAWS Basin Focus Area of South Carolina has suffered a noticeable loss in recent years of critical ecosystems, scenic property, island hummocks and small islands, wetlands, natural forests, wildlife habitat, prime farm land and timber land, and other natural resources from increasing industrial, commercial and residential development; and

WHEREAS, the Protected Property is in the designated rural area of Charleston County and limiting development on the Protected Property furthers the goals of the Charleston County Comprehensive Plan; and

WHEREAS, the Protected Property is located on Wadmalaw Island, an island containing approximately 46 protected properties totaling over 5,300 acres, comprising nearly twenty five percent of the upland, and all protected by Lowcountry Open Land Trust, thus contributes to the extensive network of protected lands; and

WHEREAS, more specifically, the Protected Property is located adjacent to another protected land, Rosebank Estates Lot III, 23 acres, and in close proximity to other protected lands including Dupree Farm I, 77 acres; Racket Hall, 244 acres; Rosebank Plantation I, II and III, 70 acres; and Rosebank Estates Lots II, VII and VIII, 73 acres; all protected by Lowcountry Open Land Trust; and

WHEREAS, the adjacency of the Protected Property to other protected lands and its part in a greater network of protected lands on Wadmalaw Island enhances its open space and habitat values, being an important link in the protective wildlife corridor created by these surrounding lands and contributing to the overall traditional rural landscape of Wadmalaw Island; and

WHEREAS, the Protected Property is situated on and prominently visible by the public from Bohicket Creek, having approximately 400 feet of scenic water frontage; and

WHEREAS, the Protected Property has a diversity of relatively natural habitats including upland pine forest, upland hardwood forest, mixed upland forest, and maritime forest, all of which can support a variety of floral and faunal species; and

WHEREAS, the Protected Property provides a diversity, quality, and combination of natural habitat significant to wildlife habitat functions including feeding, nesting and roosting areas for migratory songbirds and ground-nesting birds, and feeding, breeding and resting areas for native small game and non-game mammals; and

WHEREAS, more specifically, the Protected Property contains habitat with the potential to support threatened or endangered species and species of concern which have known or highly possible occurrences in Charleston County including but not limited to Bachman's Sparrow (*Aimophila aestivalis*), Flatwoods Salamander (*Ambystoma cingulatum*), Star-nosed Mole (*Condylura cristata*), Rafinesque's Big-eared Bat (*Corynorhinus rafinesquii*), Swallow-tailed Kite (*Elanoides forficatus*), Bald Eagle (*Haliaeetus leucocephalus*), Southern Hognose Snake (*Heterodon simus*), Swainson's Warbler (*Limnothlypis swainsonii*), Southeastern Bat (*Myotis austroriparius*), Eastern Woodrat (*Neotoma floridana*), and Eastern Fox Squirrel (*Sciurus niger*); and

WHEREAS, all of the above fauna in the list of threatened or endangered species and species of concern are listed as priority species for the South Carolina State Comprehensive Wildlife Conservation Plan; and

WHEREAS, the Protected Property in its existing natural condition contributes very little nonpoint source pollution to Bohicket Creek due to the amount of vegetation present and the limited amount of impervious surface that reduces sources of pollution and nutrient loading, and by its border of *Spartina* marsh wetlands. Salt marshes rank among the most productive ecosystems on earth and perform many valuable functions. They provide nursery ground for numerous commercially and recreationally important species, serve as filters to remove sediments and toxins from the water, break down many pollutants into less harmful forms, act as buffers for the mainland by slowing and absorbing storm surges, thereby reducing erosion of the coastline, and also provide scenic vistas; and

WHEREAS, the Protected Property ultimately drains into Bohicket Creek, which is classified by South Carolina Department of Health and Environmental Control as an "Outstanding Resource Water", a water which constitutes "an outstanding recreation or ecological resource"; and

WHEREAS, the protection of this property is pursuant to the SC right-to-farm law, South Carolina Code Ann. (1976, as amended) (hereinafter the "SC Code") §27-8-10, *et seq.* (SC Code §46-45-10) which states in part "The policy of the State is to conserve, protect, and encourage the development and improvement of its agricultural land and facilities for the production of food and other agricultural products"; and

WHEREAS, the protection of this property is pursuant to the SC agricultural use exemption (SC Code §12-43-220) which provides a preferential tax exemption for agricultural land in order for such lands to remain in productive agricultural uses; and

WHEREAS, the preservation of open space (including farm and forest land) is recognized by the Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. 4201, *et seq.*, whose purpose is "to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to ensure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government, and private programs and policies to protect farmland"; and

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, the specific Conservation Values as defined below are summarized hereunder and documented in a report on file at the **Grantee's** office and incorporated herein by this reference (hereinafter the "Baseline Documentation"), which consists of maps, reports and photographs (including 2006 NAPP Photos, 2011 NAIP Photos, and on-site photographs taken by a representative of the **Grantee**), and the parties agree that the Baseline Documentation provides, collectively, an accurate representation of the Protected Property at the time of

this grant and is intended to serve as an objective point of reference from which to monitor compliance with the terms of this grant; and

WHEREAS, **Grantor** believes that through the careful use of a conservation easement, 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 continued use and enjoyment; and

WHEREAS, **Grantor** intends to preserve and protect the Conservation Values as defined below in perpetuity; 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, by act of the General Assembly of the State of South Carolina, as enacted in South Carolina Code Ann. (1976, as amended) (hereinafter the "SC Code") §27-8-10, et. seq. (The South Carolina Conservation Easement Act of 1991) (hereinafter the "Act"), South Carolina recognizes and authorizes the creation of conservation restrictions and easements; and as described in SC Code §27-8-20, also recognizes and authorizes **Grantee** to hold conservation easements; and

WHEREAS, this Easement is pursuant to the Act by having the purposes, as outlined in the Act, stated below:

- (A) "retaining or protecting natural, scenic, or open-space aspects of real property";
- (B) "ensuring the availability of real property for agricultural, forest, recreational, educational, or open-space use";
- (C) "protecting natural resources";
- (D) "maintaining or enhancing air or water quality";

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), and "open space (including farmland and forest land)" as that phrase is used in Code §170(h)(4)(A)(iii) 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 voluntarily placing 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) dedicated to the preservation of the irreplaceable natural and historical resources of the South Carolina Lowcountry landscape by protecting significant lands, waters and vistas and is not a private foundation under Code §509;

NOW, THEREFORE, in consideration of the above and in further consideration of the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to §§170(h) and 2031(c) of the Code and pursuant to the laws of the State of South Carolina, the **Grantor** hereby voluntarily grants and conveys to **Grantee** 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 in perpetuity which are defined as follows:

(I) Protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem within the meaning of Code §170(h)(4)(A)(ii) which will yield a significant public benefit, including the protection of habitats and water quality and the public benefits described in the recitals to this Easement; and

(II) Preservation of open space (including farmland and forest land) within the meaning of Code §170(h)(4)(A)(iii)(I) for the scenic enjoyment of the general public which will yield a significant public benefit, including the opportunities for scenic enjoyment and the public benefits described in the recitals to this Easement; and

(III) Preservation of open space (including farmland and forest land) within the meaning of Code §170(h)(4)(A)(iii)(II) pursuant to clearly delineated Federal, state, or local governmental conservation policies which will yield a significant public benefit, including the policies and public benefits described in the recitals to this Easement; 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, with reasonable notice, in order to monitor compliance with the Easement and to further document natural and manmade features of the Protected Property. The **Grantee** shall limit entry to annual visits (after completion of the Baseline Documentation) unless the **Grantee** has reason to believe there is a violation of the terms of this Easement. **Grantee** shall not unreasonably interfere with **Grantor**’s quiet use and enjoyment of the Protected Property;

(C) Right to Prevent Inconsistent Uses. To prevent **Grantor**, all subsequent owners or third parties from conducting any activity or use inconsistent with the Purposes;

(D) Right to Require Restoration. To require **Grantor** 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 to include third party activities; 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 contribution” 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 this Easement 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. Notwithstanding the above, aquaculture and/or mariculture activities must have **Approval**.

**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 permit **Grantor** to exercise certain rights described in Paragraphs 4 and 5, or to undertake an activity otherwise prohibited by this Easement. The rationale for requiring the **Grantor** to receive **Approval** prior to undertaking certain permitted activities and all prohibited activities is to afford **Grantee** an adequate opportunity to evaluate the activities in question to ensure they are designed and carried out in a manner that is not inconsistent with the Purposes of this Conservation Easement. **Approval** shall not be unreasonably withheld by the **Grantee**.

**Designated Building Area** shall be defined as one (1) area, no larger than approximately eight (8) acres in size, designated for the siting of all **Residential Structures** and **Related Outbuildings**, the location and configuration of which shall be at the **Grantor's** discretion, subject to **Approval**.

**Feedlot** shall be defined as any confined area or facility for feeding livestock for commercial purposes, or 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 and commercial harvesting, wildlife management, aesthetics or any other purpose. **Forest Management Practices** include silvicultural practices, which are used to control the establishment, growth, composition, health, quality and utilization of forestlands for multiple-use purposes, and may include, but are not limited to harvesting, thinning, reforestation, competition control, or prescribed fire or construction and maintenance of forest roads and fire breaks.

**Grantee** shall be defined as the above-named §501(c)(3) South Carolina charitable corporation, designated as the holder of this Easement, and its successors and assigns.

**Grantor** shall be defined as the original donor of this Easement and his (or her, their or its) personal representatives, heirs, successors, assigns, and subsequent owners.

**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 and decking, enclosed and unenclosed porches, driveways, parking lots, or storage areas, concrete or asphalt paving, swimming pools, or other surfaces which similarly impede the natural infiltration of surface and stormwater runoff. **Impervious Surface** specifically excludes ground surfaces covered with sand, gravel, shell sand, crushed stone, or other similar traditional permeable materials. The use, installation, and/or introduction of new products and/or technologies for pervious surfaces (those surfaces which allow for the direct percolation of water into the soil surface), requires prior **Approval** from the **Grantee**. **Approval** will be case by case and all requests for the use, installation and/or introduction of such new products and/or technologies must be accompanied by the appropriate research, data and information on the material for **Grantee** to accurately evaluate the proposed product and/or technology.

**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 prior to undertaking a permitted activity as defined in Paragraph 19.

**Policy on Amending and Restating Conservation Easements** shall be defined as the written policy of the Lowcountry Open Land Trust (**Grantee**), which may from time to time be amended and/or modified, pursuant to which **Approval** is either granted or denied for the amendment and/or restatement of this Easement.

**Policy on Pond Enlargement and Construction** shall be defined as the written policy of the Lowcountry Open Land Trust (**Grantee**), which may from time to time be amended and/or modified, pursuant to which **Approval** is either granted or denied for the enlargement and construction of pond(s); provided, however, any pond enlargement and construction shall not be inconsistent with any provision of this Easement and shall be consistent with the Purposes of this Easement.

**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** or the **Secondary House**.

**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 live oak, bald-cypress, palmetto, and magnolia tree having a diameter at breast height of eight (8) inches or greater.

**Structure 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.

**Subdivided Tract** shall be defined as a legally divided transferable parcel of land having a unique tax identification number according to Charleston County real property tax records.

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

**Water Line** shall be defined as the edge of a waterway or waterbody which is either the critical line as defined by S.C Office of Ocean and Coastal Resource Management or, if no critical line has been established, the mean high water line as defined by the Army Corps of Engineers or established by a surveyor. If the critical line or the mean high water line cannot be established or are no longer used to define the edge of a waterway or waterbody, then the comparable defining line as defined by successor entities of the above named agencies shall be used.

**Wetlands** shall be defined as "those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions," as stated in the United States Army Corps of Engineers Wetlands Delineation Manual (1987, or as amended).

4. **Reserved Rights.** **Grantor** reserves 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 Charleston County TMS # 198-00-00-015. 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, removal and replacement of **Residential Structures** and all other structures are subject to the following limitations:

I. **Total Impervious Surface** on the Protected Property shall not exceed a maximum of sixteen thousand (16,000) square feet in the aggregate.

II. **No Residential Structure or Agricultural Structure** shall exceed thirty-six (36) feet in **Structure Height**.

III. **Residential Structures** shall be limited to one (1) **Main House**, and one (1) **Secondary House**.

IV. **Related Outbuildings and Agricultural Structures** shall be permitted, provided that the square footage of all **Impervious Surface** on the Protected Property does not exceed the allowance stated in Paragraph 5(B)(I).

V. All permitted **Residential Structures** shall be located within a permitted **Designated Building Area**.

VI. Other than permitted **Residential Structures**, no other structure on the Protected Property shall be used as a temporary or permanent dwelling for human beings, except that one thousand and five hundred (1,500) square feet within one (1) permitted **Agricultural Structure** may be used as living quarters intended for the use of **Grantor** or permitted lessee of the **Main House**, or guests, family members or employees of **Grantor** or permitted lessee of the **Main House**.

VII. Docks.

(a) There are no existing docks on the Protected Property.

(b) **Grantor** reserves the right to construct, maintain, repair, improve, remove or replace one (1) new dock providing access to Bohicket Creek or its tributaries, provided it shall be restricted to primarily natural or non-reflective materials, be limited to one (1) walkway no more than four (4) feet wide, and limited to one fixed pierhead with roof and hand rails, one (1) floating platform, with a maximum of six hundred and twenty (620) square feet in the aggregate between the fixed pierhead and floating platform, and one (1) four pile 10' x 16' boat lift.

(c) Grantor reserves the right to construct, maintain, repair and replace one (1) new dock providing access to upland ponds of the Protected Property, limited to one hundred and fifty (150) square feet in size.

(d) Grantor shall not construct any railings, permanent seating, tables, or shelving on any permitted dock's walkway or "catwalk", and shall not install any lighting that remains constantly illuminated or that automatically becomes illuminated in darkness.

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 Bohicket Creek except as expressly permitted herein.

VIII. Boardwalk. One (1) boardwalk sited within any freshwater **Wetlands**, subject to the other restrictions under this Easement, shall be limited to a walkway no wider than four (4) feet and associated observation platforms with a maximum of four hundred (400) square feet in the aggregate. There shall be minimal adverse impact to the freshwater **Wetlands** during construction.

IX. 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** retains the right to construct, maintain, and improve wildlife observation towers (and/or shooting range towers) not to exceed twenty five (25) feet in height.

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

Retriever Road. In order to provide a vegetated buffer between the Protected Property and the adjacent roadway, there shall be no **Impervious Surface, Agricultural Activities**, new road (other than as minimally necessary to fully traverse the Protected Property), structures other than fencing and gates, nor alteration to the topography or hydrology within one thousand and four hundred (1,400) feet of the legal or established right-of-way along Retriever Road. 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 no activities that endanger the health or survival of **Significant Trees** without **Approval**, and except to maintain open fields existing within the buffer at the time of this Easement.

Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance with applicable governmental 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.

Bohicket Creek. In order to provide a vegetated buffer between the Protected Property and the adjacent waterway, there shall be no **Impervious Surface**, **Agricultural Activities**, new road, structures (other than fencing, gates or the permitted dock) nor alteration to the topography or hydrology within one hundred (100) feet of the **Water Line** adjacent to Bohicket Creek 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 and to maintain existing openings, provided there shall be no clearcutting and 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 applicable governmental 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.

(D) 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.

(E) Commercial Uses. There shall be no commercial uses, activities or structures, other than home-based business, without prior **Approval** by the **Grantee**. 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 commercial uses or activities not permitted in this Easement. For the purposes of this Easement, **Agricultural Activities** and **Forest Management Practices** shall not be considered commercial uses.

(F) Services. Construction of water wells, septic systems, and utility services is limited to serve the allowed uses in Paragraph 5, subject to all applicable federal, state and local laws and regulations.

Fuel storage tanks are limited to aboveground or underground gas fuel (not liquid) storage tanks and aboveground liquid fuel storage tanks to serve the allowed uses in Paragraph 5, subject to all applicable federal, state, and local laws and regulations.

Notwithstanding, **Grantor** and **Grantee** acknowledge the existing 30' utility easement as shown in Plat Book EF at Page 250.

(G) 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 road constructed covered with **Impervious Surface**. 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.

(H) Landscaping. Landscaping shall be limited to the management of vegetation associated with the uses allowed by this Easement, including but not limited to, mowing, pruning, trimming, and gardening. Structural elements of landscaping, including but not limited to walkways and patios, shall be subject to **Impervious Surface** restrictions and limitations as outlined in this Easement.

(I) Signs. Signs shall be limited to a maximum of four (4) square feet in size. Signs shall be placed so as to minimally impact the scenic view as seen from any public roadway or waterway.

(J) Archeological Digs and Artifacts. 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 artifacts located on the Protected Property 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 archeological excavation is prohibited.

(K) 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 applicable county, state, and federal 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.

(L) Agricultural Uses. **Agricultural Activities** are restricted to the recommended or accepted 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.

(M) Wildlife Management Uses. Wildlife management practices to conserve, manage, or improve wildlife populations and/or habitat for game and non-game species are allowed on the Protected Property in accordance with all applicable local, state, and federal laws and regulations. For example, feeding, maintaining and cultivating wildlife food plots, hunting, trapping, and fishing.

(N) Ponds. Enlargement of existing Pond(s) and construction of new Pond(s) shall be limited in size to five (5) acres in the aggregate, shall be subject to prior written **Approval** from the **Grantee** and shall be in compliance with all applicable local, state and federal statutes and regulations. The sale of extracted soil, sand, gravel or other materials produced in connection with the enlargement or construction of Pond(s) is strictly prohibited, in accordance with Paragraph 5(E) Commercial Uses and Paragraph 5(O) Mining. **Approval** shall be given in the sole discretion of the **Grantee** in accordance with the **Grantee's Policy on Pond Enlargement and Construction** and all proposed activities must comply with the Purposes as outlined in Paragraph 1.

(O) 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, provided that following the mining activity, the site is returned to, or as closely as possible to, its previous state.

(P) Topography and Hydrology. There shall be no adverse material alteration of the topography or hydrology, unless otherwise provided for in Paragraphs 4 or 5.

(Q) Refuse. There shall be no placing of refuse (e.g. vehicle bodies, vehicle parts, junk or trash) on the Protected Property.

(R) 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 shall 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** shall give immediate **Notice** of the circumstances to **Grantor**, as described in Paragraph 19, and may immediately 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. **Grantor** agrees that if such emergency arises, **Grantee** may obtain injunctive relief without the necessity of posting a bond.

**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 if **Grantee's** remedies at law for any violation of the terms of this Easement are inadequate, the **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, and without the necessity of posting a bond. **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 (which includes 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 the existence or storage of hazardous substances, pollutants, or wastes on the Protected Property or a release or threatened release of hazardous substances, pollutants 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, 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** retains 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 payment of taxes. Furthermore, if the **Grantor** maintains general liability insurance coverage for the Protected Property, **Grantor** will be responsible for such costs.

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 wrongful or negligent 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 (1) percent of the sales price or other consideration paid in connection with the transfer of any freehold or fee simple interest in the Protected Property, including but not limited to any conveyance by warranty deed, limited warranty deed, or quitclaim deed, sale, mortgage foreclosure, or conveyance in lieu of foreclosure. The transfer fee shall be paid to the **Grantee** on the date of the closing of the transfer.

Exemptions from assessment of transfer fee:

- (A) The sale of timber rights or products produced from permitted **Forest Management Practices** and/or permitted **Agricultural Activities** of such Protected Property.
- (B) Any transfer subsequent to the conveyance of this Easement:
  - I. Without consideration, or
  - II. To a spouse, a lineal descendant, an ancestor or ancestors, a spouse of a lineal descendent (collectively, "Immediate Family Members"), or
  - III. To a trust whose beneficiaries or presumptive beneficiaries are the **Grantor** or an Immediate Family Member, or both, or
  - IV. To an entity at least 50% of the equity interest of which is owned by **Grantor** or an Immediate Family Member, or
  - V. If the **Grantor** of this Easement is a corporation, limited liability company or a partnership, to an owner/partner/member of such entity or to an Immediate Family Member thereof, or
  - VI. To a charitable organization which is tax exempt under §501(c)(3), or
  - VII. Any transfer under a will, or
  - VIII. Any transfer implemented or effected by court order, except foreclosure, or
  - IX. Any transfer that corrects, modifies, or confirms a transfer previously made.
  - X. Any transfer to Joseph Christian Slusher or Annissa M. Slusher.
- (C) If a creditor purchases the Protected Property at a foreclosure sale or takes title to the Property in lieu of foreclosure, the transfer fee shall be due and paid at the time the creditor takes title. The transfer fee shall be based on the total bid for the Protected Property if purchased at a foreclosure sale or on the amount of the accrued indebtedness if the creditor accepts a deed in lieu of foreclosure. An additional transfer fee shall be due if the creditor who takes title through foreclosure or a deed in lieu of foreclosure sells the Protected Property for an amount higher than the amount subject to the transfer fee at the time the creditor took title; the additional transfer fee due shall be based on the additional amount alone, not the entire sales price. Creditor for purposes of this Paragraph shall include an assignee of the creditor who purchases the Protected Property at a foreclosure sale or takes a deed in lieu of foreclosure.

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 plus boot, if applicable, received at the time of such transfer. Market value of the Protected Property shall be determined by agreement of the **Grantor** and the **Grantee**, or in the absence of such agreement by a Member Appraisal Institute (MAI) appraiser selected by the **Grantee**, whose appraisal fee shall be paid by the **Grantee**.

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.

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 §1.170A-14(g)(6) of the Treasury 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 and as provided in this Paragraph. **Grantor** and **Grantee** shall divide the net proceeds after the payment of all expenses of the condemnation (minus any amount attributable to the value of improvements made after the date of grant of this Easement and allowed under this Easement, which amount shall be reserved to **Grantor**) in accordance to the ratio of the appraised value of this Easement to the unrestricted fair market value of the Protected Property established as of the date donated.

For the purpose of the above Paragraphs, the parties hereto stipulate that the value of this Easement and the value of 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 **Grantee's** mission and 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 that would interfere with the essential scenic quality of the land or with any governmental conservation policy that is being furthered by this Easement donation (if applicable) and as stated in §1.170A-14(d)(4)(v) of the Treasury Regulations, shall not permit any impairment of the Conservation Values, and shall be in accordance with the **Grantee's Policy on Amending and Restating Conservation Easements**. **Grantor** and **Grantee** agree to 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 Charleston 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.** All **Notices**, demands, requests, consents, **Approvals**, and other similar communications required or permitted to be given hereunder (individually or collectively "Correspondence") shall be deemed sufficiently given or rendered only if in writing and sent by a nationally recognized overnight courier with delivery restricted to addressee or sent by United States Postal Service first class certified mail, postage prepaid, return receipt requested, documented by appropriate proof of delivery. If in the discretion of **Grantee** emergency circumstances exist that warrant immediate action, transmission of Correspondence may be made by electronic mail or facsimile in addition to the means previously described in an effort to inform the **Grantor** immediately of such circumstances. Monitoring reports and communications that do not deal with formal requirements under the terms of this Easement may be communicated by United States Postal Service first class mail. All such Correspondence and communications shall be addressed as follows:

|                        |                                                                                        |
|------------------------|----------------------------------------------------------------------------------------|
| If to <b>Grantor</b> : | Huger Sinkler II, et al.<br>2200 Rosebank Plantation Road<br>Wadmalaw Island, SC 29487 |
|------------------------|----------------------------------------------------------------------------------------|

AND

John P. Barnwell, et al.  
134 Columbus Street  
Charleston, SC 29403

|                                  |                                                                                                         |
|----------------------------------|---------------------------------------------------------------------------------------------------------|
| If to <b>Grantor's</b> Attorney: | Scott Y. Barnes<br>Haynsworth Sinkler Boyd, PA<br>134 Meeting Street, 3rd Floor<br>Charleston, SC 29401 |
|----------------------------------|---------------------------------------------------------------------------------------------------------|

|                        |                                                                                                             |
|------------------------|-------------------------------------------------------------------------------------------------------------|
| If to <b>Grantee</b> : | Lowcountry Open Land Trust, Inc.<br>43 Wentworth Street<br>Charleston, SC 29403<br>Attn: Executive Director |
|------------------------|-------------------------------------------------------------------------------------------------------------|

or to such other person or place as a party may designate by Correspondence as aforesaid. Correspondence by mail or overnight courier service shall be deemed given on the date of receipt as shown on the return receipt, or receipt or records of the courier service, as the case may be. In the event any such Correspondence is mailed via the United States Postal Service or shipped by overnight delivery service to a party in accordance with this Paragraph 19 and is returned to the sender as undeliverable, then such Correspondence shall be deemed to have been delivered or received on the third day following the deposit of such Correspondence in the United States Mail or the delivery of such Correspondence to the overnight delivery service. **Grantor** has the responsibility of promptly notifying **Grantee** of **Grantor's** current address and other contact information. **Grantor** shall promptly notify **Grantee** of (i) any changes of **Grantor's** address or other changes in **Grantor's** contact information, and (ii) the name, address, and contact information of any transferee of the Protected Property if **Grantor** conveys the Protected Property. Any

communications or Correspondence by **Grantee** to or with **Grantor** sent to the last address provided by **Grantor** shall be deemed sufficient to provide **Notice** to **Grantor**.

20. **Recordation.** **Grantor** or **Grantee** shall record this instrument in timely fashion in the RMC/ROD Office for Charleston 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/ROD Office for Charleston 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. All terms used in this Easement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Easement, any Paragraph, Subparagraph, or clause herein may require as if such terms had been fully and properly written in such number or gender.

TO HAVE AND TO HOLD the Easement interests herein described 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 duplicate original copies of this Easement under seal on the day and year first above written.

{Signatures on following page}

WITNESSES:

Barbara S. Holmes  
Abley Demosthenis

Mary Kristal  
Jamerson

Barbara S. Holmes  
Abley Demosthenis

Barbara S. Holmes  
Abley Demosthenis

Barbara S. Holmes  
Abley Demosthenis

Barbara S. Holmes  
Abley Demosthenis

Barbara S. Holmes  
Abley Demosthenis

Barbara S. Holmes  
Abley Demosthenis

Barbara S. Holmes  
Abley Demosthenis

GRANTOR:

Llewellyn Huger Sinkler by her attorney in fact, Huger Sinkler II

George Dana Sinkler, Jr.

James Marshall Sinkler by his attorney in fact, Huger Sinkler II

Huger Sinkler II

G. Dana Sinkler, as Co-Trustee of the Rosebank 2012 Trust

Huger Sinkler II, as Co-Trustee of the Rosebank 2012 Trust

John P. Barnwell, Successor Co-Trustee under The Huger Sinkler, Jr. Exempt Trust under the Will of Huger Sinkler

Caroline C. Sinkler, Successor Co-Trustee under The Huger Sinkler, Jr. Exempt Trust under the Will of Huger Sinkler

John P. Barnwell, Successor Co-Trustee under The Huger Sinkler, Jr. Non-Exempt Trust under the will of Huger Sinkler

Barbara L. Holmes  
Abby Demosthenis

Caroline C Sinkler  
Caroline C. Sinkler, Successor Co-Trustee under The Huger  
Sinkler, Jr. Non-Exempt Trust under the will of Huger Sinkler

STATE OF SOUTH CAROLINA   )  
                                                  )  
COUNTY OF CHARLESTON   )   ACKNOWLEDGMENT

The foregoing instrument was acknowledged this 15<sup>th</sup> day of September, 2013, 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.

[Signature]  
(Signature of Notary)

Notary Public for the State of South Carolina  
My commission expires: 10/20/20

WITNESSES:

Lisa Shealy  
Nancy C. DeWitt  
Lisa Shealy  
Nancy C. DeWitt

GRANTEE:

LOWCOUNTRY OPEN LAND TRUST, INC.

By: J. Pape Guy Jr.  
Its: Board President  
And: M. J. Marshall  
Its: Vice-president

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this 12 day of SEPTEMBER 2013, 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.

[Signature]  
(Signature of Notary)

Notary Public for the State of South Carolina  
My commission expires: 4/18/2021

EXHIBIT "A"  
(Legal Description)

ALL that certain lot, piece or parcel of land, situate, lying and being on Wadmalaw Island, County of Charleston, State of South Carolina, and being shown as Lot 4, on that certain plat entitled, "ROSEBANK ESTATES WADAMALW ISLAND, CHARLESTON COUNTY, S.C., PLAT OF LOT 3 CONTAINING 22.77 ACRES OWNED BY HEIDI J. QUALEY AND MICHELLE S. MORGAN, AND LOT 4 CONTAINING 23.98 ACRES OWNED BY GEORGE DANA SINKLER EXEMPT TRUST AND GEORGE DANA SINKLER NON EXEMPT TRUST SHOWING MARSH CORRIDOR RE-ALIGNMENT" dated March 23, 2011, prepared by Lewis E. Seabrook, PE & LS No. 09860, which plat was recorded on April 8, 2011 in the RMC Office for Charleston County in Plat Book S11 at page 0066, (the "Plat") and having such size, shape, dimensions, buttings and boundings as will appear by reference to said Plat.

ALSO

All of Grantor's right, title and interest, if any, in and to **Marsh Lot 4** lying adjacent to and to the south of Lot 4 as shown on the Plat. Marsh Lot 4 shall be owned in conjunction with Lot 4 and the title to said Marsh Lot 4 shall not be separated or severed from the title to Lot 4.

ALSO

A non-exclusive, transmissible easement for access, ingress and egress from Maybank Highway (a public road) over and upon Swamp Road (a private road) running from Maybank Highway to the northern boundary of the above described Lots, all as is shown on that certain plat entitled: "PLAT OF 18.23 ACRE TRACT SITUATE ON MAYBANK HIGHWAY OWNED BY SOUTH ATLANTIC PRODUCTION CREDIT ASSOC. ABOUT TO BE CONVEYED TO THE ESTATE OF HUGER SINKLER FOR A 150' PRIVATE RIGHT OF WAY, prepared by E. M. Seabrook, Jr., Inc., dated December 14, 1988, and recorded in Plat Book BW, Page 79, in the RMC Office for Charleston County; and together with a non-exclusive, transmissible easement for access, ingress and egress from Swamp Road over and across a portion of Retriever Road to Lot 4. The above easements are described in Article III, Section 1, of the Declaration of Covenants and Restrictions for Lots at Rosebank Estates recorded in Book B395 at page 285 in the Office of the RMC for Charleston County, as amended. The easements are commercial easements in gross, essential and necessary for access to and from the said Lot to Maybank Highway and shall inhere to and run with the title to Lot 4.

This being the same property conveyed to Llewellyn Huger Sinkler, George Dana Sinkler, Jr., James Marshall Sinkler, and Huger Sinkler (as tenants in common) by deed from Robert M. Baldwin, Special Trustee of the Dana Sinkler Exempt Trust recorded December 28, 2012 in Book 0300 at page 031 in the Office of the RMC for Charleston County; conveyed to G. Dana Sinkler and Huger Sinkler II as Co-Trustees of the Rosebank 2012 Trust by deed from G. Dana Sinkler recorded December 28, 2012 in Book 0300 at page 324 in the Office of the RMC for Charleston County; and conveyed to John P. Barnwell and Caroline C. Sinkler, Successor Trustees of the Huger Sinkler, Jr. Exempt Trust and Successor Trustees of the Huger Sinkler, Jr. Non-Exempt Trust under the Will of Huger Sinkler by deed dated September 11, 2013 and recorded September 16, 2013 in Book 0361 at page 036 in the office of the RMC for Charleston County.

TMS# 198-00-00-015 (Lot 4)

Grantee's Address:        43 Wentworth Street  
                                 Charleston, SC 29401

# Exhibit B



## Legend

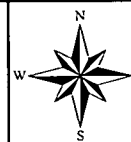
- Easement Boundary
- Retriever Road Buffer (1400 ft)
- Bohicket Creek Buffer (100 ft)



## Rosebank Estates Lot IV

2011 NAIP True Color Aerial Photograph

0 100 200 400 600 Feet



Lowcountry Open Land Trust  
43 Wentworth Street  
Charleston, SC 29401  
(843) 577-6510

Map produced by LOLT. Please refer to legal description, survey & Charleston County TMS # 198-00-00-015 for more boundary details.

# RECORDER'S PAGE

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Charleston County, SC

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