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

CONSERVATION EASEMENT
FOR
PARKER'S FERRY PLANTATION
BEAUFORT COUNTY
SOUTH CAROLINA

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BEAUFORT COUNTY OPEN LAND TRUST
CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 27th day of November, 1995, by 1991 TAYLOR FAMILY REVOCABLE TRUST ("Grantor"), having an address of Parker's Ferry Plantation, 1451 River Road, Yemassee, SC 29945-9713, in favor of the BEAUFORT COUNTY OPEN LAND TRUST ("Grantee"), a South Carolina charitable corporation with a business address at 918 Craven Street, Beaufort, SC 29902.

WHEREAS, Grantor is the sole owner in fee simple of certain real Protected Property located in the Combahee River Basin in the County of Beaufort, South Carolina, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Protected Property"); and

WHEREAS, Grantee is a publicly supported, tax-exempt, non-profit organization qualified under Section 501(c)(3) and 170(h)(3) of the Internal Revenue Code, whose primary purpose is the preservation of natural beauty by protecting land, waters, and vistas of special scenic and aesthetic significance in Beaufort and adjacent counties; and

WHEREAS, the ACE Basin Focus Area has in recent years suffered a tremendous loss of critical ecosystems, scenic Protected Property, wetlands, wildlife habitat, timberland, and other natural resources; and

WHEREAS, land in Beaufort County is currently being intensively developed for residential and commercial use; and

WHEREAS, the State of South Carolina has recognized the ecological, natural, historic, and cultural value of the Combahee River through the South Carolina Rivers Assessment (1988) conducted by the South Carolina Water Resources Commission and the National Park service which ranked the Combahee River a Value Class One as a Wildlife habitat River, an undeveloped River, and a Historic and Cultural River; and

WHEREAS, by act of the Legislature of the State of South Carolina, as recorded in South Carolina Code Ann. (1976, as amended), Section 27-9-10, et. seq., the State of South Carolina recognizes and authorizes the creation of conservation restrictions and easements; and as recorded in South Carolina Code Ann. (1990, as amended), Section 27-9-20, the State of South Carolina recognizes and authorizes the Beaufort County Open land Trust to hold conservation easements; and

WHEREAS, the Protected Property, known as Parker's Ferry Plantation, is part of the Combahee River Basin and the Ashepoo-Combahee-Edisto Basin ("ACE Basin"); and

WHEREAS, the Protected Property is bounded on the north by the waters of Combahee River and on the west and south by a portion of the ACE Basin formerly known as Bonny Hall Plantation, and River Road (S.C. Highway 33); and

WHEREAS, the Protected Property lies within the 350,000 acres of the ACE Basin Focus Area, one of the largest undeveloped estuaries and associated wetlands on the East Coast of the United States, featuring diverse ecosystems and a wealth of wildlife, all of which is the focus of a consortium of state and federal agencies, conservation groups and private landowners working to protect and enhance the region's natural resources and traditional recreational and commercial uses; and

WHEREAS, the ACE Basin Focus Area, because of its extreme importance to migratory waterfowl, has been designated as deserving of protection under the North American Waterfowl Management Plan, the Emergency Wetlands Resources Act of 1986, and numerous additional federal and state conservation policies; and

WHEREAS, the Protected Property lies adjacent to the Combahee Unit of the ACE Basin National Wildlife Refuge, managed by the U.S. Fish & Wildlife Service as a natural habitat of fish, wildlife, plants and associated ecosystems, and lies adjacent to Combahee Plantation, 1,204 acres permanently protected by a conservation easement; and

WHEREAS, the Protected Property is a natural area of great scenic beauty, as viewed by the public from public roads and waterways, and contains productive forest and farm land, forested wetlands, mixed pine hardwood ecosystems, managed wetlands (impoundments), habitat for bald eagles, wood storks and other endangered plant and animal species, and has substantial value for its natural, ecological and scientific resources; and

WHEREAS, the Protected Property presently possesses significant natural, historic, ecological, wildlife, habitat, and open space values (collectively "conservation values") of great importance to Grantor, to Grantee, and to the people of this nation; and

WHEREAS, the specific conservation values of the Protected Property are documented in a report to be held on file at the offices of Grantee and incorporated hereby this reference ("Baseline Documentation"), which consists of documentation that the parties agree provides, collectively, an accurate representation of the Protected Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor believes that with the intelligent and careful use of conservation easements, the resources, habitat,

beauty, and unique ecological character of the Protected Property and the Combahee River Basin can be protected in a manner that permits continuing private ownership of land and its subsequent use and enjoyment; and

WHEREAS, Grantor intends to preserve and protect the conservation values of the Protected Property in perpetuity; and

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

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to Section 170(h) of the Internal Revenue Code of 1986 and the laws of the State of South Carolina, as amended, Grantor hereby voluntarily grants and conveys to Grantee and its successors and permitted assigns, a conservation easement in perpetuity over the Protected Property, as more particularly described on Exhibit "A" attached hereto and made a part hereof, of the nature and character and to the extent hereinafter set forth ("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. PURPOSE. It is the purpose of this Easement to assure that the Protected Property will be retained forever predominantly in its natural, scenic, and open space condition for conservation purposes and to prevent any use of the Protected Property that will significantly impair or interfere with the conservation values of the Protected Property, the wildlife habitat on the Protected Property, and the Protected Property's natural resources and associated ecosystems.

2. RIGHTS OF GRANTEE. Grantor hereby grants the following rights to the Grantee:

(a) to prevent Grantor or third persons from conducting any activity on or use of the Protected Property that is inconsistent with the purpose of this Easement, and to require of Grantor or third persons the restoration of such areas or features of the Protected Property that may be damaged by an inconsistent activity or use which shall be occasioned by Grantor or by third persons, respectively; and

(b) to enter upon the Protected Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not

unreasonably interfere with Grantor's use and quiet enjoyment of the Protected Property.

3. PROHIBITED USES. Subject to the reserved rights set forth in Paragraph 4 below, Grantor will not perform or permit the following acts or uses on, over, or under the Protected Property:

- (a) subdivision of the Protected Property;
- (b) mining, excavating, dredging, or removing from the Protected Property of soil, loam, peat, gravel, sand, rock, or other mineral resource or natural deposit, provided however, the dredging and renovation of existing ditches and canals to maintain drainage shall be a permitted use hereunder;
- (c) commercial uses of the Protected Property;
- (d) constructing or placing of any building, mobile home, or other temporary or permanent structure or facility on or above the Protected Property;
- (e) the installation of underground storage tanks or the placing, filling, storing, or dumping on the Protected Property of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or other substance not generated on the Protected Property;
- (f) uses of the Protected Property that would significantly alter the topography, water systems, wetlands, or habitat on the Protected Property; and
- (g) cutting, removing, or otherwise destroying trees, grasses, or other vegetation.
- (h) the paving with asphalt on concrete of any roads except that the driveway or entry road from the public road to the Grantors' residence may be paved.

4. RESERVED RIGHTS. Notwithstanding the provisions of Paragraph 3, Grantor reserves the right to engage in all acts and uses not expressly prohibited herein including, by way of illustration and not in limitation of the generality of the foregoing, the following rights, uses, and activities which shall be permitted by this Easement:

- (a) in order to preserve and enhance Grantor's use and enjoyment of the improvements within the area marked "Dwelling Area," containing 10 acres more or less, as outlined in red on the copy of the aerial photograph attached hereto and incorporated herein as Exhibit "B," to repair, remodel, and expand existing buildings and structures, including docks, to construct additional buildings and improvements within the "Dwelling Area," including by way of illustration and not in limitation, a swimming pool, gazebo, guest house, and barns and such other outbuildings as are customarily appurtenant to similar plantation residences in

Beaufort County, and to replace existing or permitted buildings or docks destroyed after the effective date of this Easement;

(b) the right to cut and remove grass or other vegetation, and to perform routine maintenance and upkeep consistent with the purpose of the Easement within the "Dwelling Area" as shown on Exhibit "B";

(c) the right to selectively cut or clear, including burning, of vegetation and mowing of existing fields for habitat enhancement and protection, fire protection, unpaved trail and road maintenance, tick control, the preservation of vistas, or otherwise to preserve the present condition of the Protected Property;

(d) the right to drill for water on the Protected Property and to make available water wells and septic systems for any existing or permitted structures on the Protected Property;

(e) the right to harvest, plant, cultivate, and otherwise manage timber in accordance with prudent forestry practices;

(f) the right to conduct farming and agricultural activities in accordance with prudent agricultural practices;

(g) subject to the provisions of Paragraphs 5 and 7, the right to extract subsurface minerals, oil, and gas from the Protected Property;

(h) the right to create and manage ponds, ditches, canals, and dikes for the purpose of wildlife habitat enhancement, agriculture, drainage, or fire protection;

(i) the right to lease all or a portion of the Protected Property, it being understood that any such lease shall be subject to this Easement in all respects; and

(j) the right to engage in any outdoor recreational activities, including hunting and fishing, that are not disruptive of the natural environment and are in compliance with all applicable federal, state, and local statutes and regulations.

(k) the right to restore to its natural state two (2) manmade high-ground impoundment areas which lie to the south of and adjacent to the "Dwelling Area."

5. APPROVAL BY GRANTEE; NOTICE TO GRANTEE.

5.1 Approval by Grantee. The exercise of any right to extract subsurface minerals, oil, and gas from the Protected Property under Paragraph 4(g) shall be subject to the prior approval by Grantee of the site for such proposed activity. Such

approval, which shall not be unreasonably withheld, shall take into account the following:

(a) whether use of the site for the proposed activity would impair the scenic qualities of the Protected Property that are visible to the general public;

(b) whether use of the site for the proposed activity would destroy an important habitat;

(c) whether use of the site for the proposed activity would destroy prime agricultural soils;

(d) in the case of any proposal to build new structures, whether significant new road construction would be necessary to provide access to the site;

(e) whether the proposed activity or use of the site for the proposed activity, would otherwise significantly impair the conservation values of the Protected Property.

5.2 Notice to Grantee. Not less than sixty (60) days prior to the exercise of any right to extract subsurface minerals, oil, and gas from the Protected Property under Paragraph 4(g), Grantor agrees to notify Grantee in writing. The notice shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity, in sufficient detail to permit Grantee to monitor such activity. Failure to give such notice as may be required by this paragraph shall be a breach of this Easement and shall entitle Grantee to such remedies as may be available under Paragraph 9. See also Paragraph 16 with respect to notice to Grantee concerning the transfer of any interest in all or a portion of the Protected Property.

6. AGRICULTURE, FORESTRY, AND AQUACULTURE. Grantor reserves the right to conduct activities in connection with agriculture, forestry, and aquaculture on the Protected Property, and to construct, repair, and maintain new barns and related buildings to the extent reasonably necessary in connection with said agriculture, forestry, and aquaculture activities. For the purposes hereof, "agriculture," "forestry," and "aquaculture" shall include agriculture, animal husbandry, aquaculture, floriculture, and horticulture; the production and sale of plant and animal products, including fish or fish products grown or produced on the Protected Property for domestic or commercial purposes, including the growing, stocking, storing, and distribution of trees of any size capable of producing timber and other wood products; and the cutting and sale of timber and other wood products.

6.1 Management. Forestry, agricultural, and aquacultural management activities shall be in accordance with the

then current reasonable practices currently in use on privately held properties of a similar character in Beaufort County.

6.2 Further Limitation on Agricultural Activity. In connection with any agricultural activity on the Protected Property, the use of chemical fertilizers, herbicides, pesticides, fungicides, and natural controls will be permitted only if such use is in compliance with all applicable federal, state, and local statutes and regulations, and only to the extent such use does not have a demonstrable detrimental effect on the conservation values of the Protected Property.

7. SUBSURFACE MINERAL EXTRACTION. Pursuant to Paragraph 4(g), Grantor reserves the right to explore for and extract subsurface minerals (not including gravel, sand, and salt), oil, gas, and geothermal energies and pressures from the Protected Property. Such subsurface exploration or development may be carried on only in such manner and with the use of such methods that any impact on the surface of the Protected Property will not be greater than a limited, localized impact, and no permanent destruction of any of the conservation values of the Protected Property may occur.

8. ARBITRATION. In the event there is a disagreement between the Grantors and the Grantee as to whether or not i) the Grantors have acted unreasonably in the exercise of any discretionary power reserved by the Grantors, such as approving certain requests made by the Grantee; or ii) the Grantee has acted unreasonably in the exercise of any discretionary power granted to the Grantee, such as approving any request made by the Grantors (collectively "Arbitration Issues"), the Arbitration Issue shall be resolved by a committee made up of three individuals who have reasonable experience with conservation easements and land uses of similar properties. One individual shall be selected by the Grantee, one individual shall be selected by the Grantors, and the other individual shall be selected by the two individuals selected by the Grantee and the Grantors. The committee shall determine by majority vote the Arbitration Issue. The determination of the committee shall be binding upon the Grantee and the Grantors. Only Arbitration Issues shall be subject to the South Carolina Uniform Arbitration Act. In the event that a dispute includes issues in addition to an Arbitration Issue, the matter shall not be subject to arbitration.

9. GRANTEE'S REMEDIES. If Grantee determines that Grantor is in violation of the terms of this Easement, or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of the Easement, to restore the portion of the Protected Property so injured. If Grantor fails to cure the violation within

ninety (90) days after receipt of notice thereof from Grantee (if under circumstances where the violation cannot reasonably be cured within a ninety (90) day period, if Grantee shall fail to begin curing such violation within ninety (90) 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 scenic, aesthetic, or environmental 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 apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement and 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 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 or 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.

9.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any 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, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

9.2 Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of 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. Nothing in this paragraph shall be deemed to waive or make inapplicable the South Carolina Statute of Limitations.

9.3 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, 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.

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

11. COSTS, LIABILITIES, AND TAXES. Grantor, and the successors in title to 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 the maintenance of general liability insurance coverage, but excepting any taxes levied directly to or upon Grantee.

12. PERCENTAGE INTERESTS IN THE FAIR MARKET VALUE OF THE PROTECTED PROPERTY. For the purpose of this Paragraph 12.1, the parties hereto stipulate that as of the date of this grant, the Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. Said percentage interests shall be determined by the ratio of the value of the Easement on the date of this grant to the value of the Protected Property, without deduction for the value of the Easement, on the date of this grant. The values on the date of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1986, as amended. The parties shall include the ratio of those values with the Baseline Documentation of the Protected Property (on file at Grantee's offices) and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Protected Property unencumbered by the Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Protected Property thereby determinable shall remain constant.

12.1 Extinguishment. If circumstances arise in the future that render the purpose of this Easement 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. Unless otherwise required by applicable law at the time, on the event of any sale of all or a portion of

the Protected Property (or any other Protected Property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and after the satisfaction of prior claims and net of any costs or expenses associated with such sale, Grantor and Grantee shall divide the proceeds from such sale (minus any amount attributable to the value of improvements made after the date of this grant, which amount shall be reserved to Grantor) in accordance with their respective percentage interests in the fair market value of the Protected Property. All such proceeds received by Grantee shall be used in a manner consistent with the conservation purposes of this grant.

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

14. LIMITATIONS ON AMENDMENT. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may, by mutual written agreement jointly amend this Easement; provided that no amendment shall be allowed that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended. Any such amendment shall be consistent with the purpose 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 significant conservation values of the Protected Property. Any such amendment shall be recorded in the official land records of Beaufort County, South Carolina. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

15. ASSIGNMENT. The benefits of this Easement shall be in gross and shall not be assignable by the Grantee except (i) if as a condition of any assignment, the Grantee requires that the purpose of this Easement continues to be carried out, and (ii) if the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under South Carolina law as an eligible donee to receive this Easement directly. In the event that Grantee ceases to exist, or exists but no longer as a tax-exempt non-profit organization, qualified under Section 501(c)(3) and 179(h)(3) of the Internal Revenue Code of 1986, as amended, then this Easement shall automatically become vested in the following tax-exempt non-profit organizations, qualified under

Section 501(c)(3) and 179(h)(3) of the Internal Revenue Code of 1986, as amended:

Wetlands America Trust, Inc.

16. 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. Grantor further agrees to give written notice to Grantee of the transfer of any such interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

17. NOTICES. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Richard W. Taylor
Parker's Ferry Plantation
1451 River Road
Yemassee, SC 29945-9713

To Grantee: Beaufort County Open Land Trust
918 Craven Street
Beaufort, SC 29902

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

18. RECORDATION. Grantors shall record this instrument in timely fashion in the RMC and/or Clerk of Court's office for Beaufort County, South Carolina, and may re-record it at any time as may be required to preserve its rights in this Easement.

19. EFFECTIVE DATE. Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this DEED OF CONSERVATION EASEMENT is recorded in the RMC and/or Clerk of Court's office for Beaufort County, South Carolina, after all required signatures have been affixed hereto.

20. GENERAL PROVISIONS.

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

20.2 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.

20.3 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.

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

IN WITNESS WHEREOF, Grantor and Grantee have set their hands under seal on the day and year first above written.

GRANTOR:

1991 TAYLOR FAMILY REVOCABLE TRUST

Susan M. Janier
Witness 1
G. Brantley Harvey Jr.
Witness 2

By: Richard W. Taylor
RICHARD W. TAYLOR - Trustee
By: June F. Taylor
JUNE F. TAYLOR - Trustee

ACCEPTED BY GRANTEE:

BEAUFORT COUNTY OPEN LAND TRUST, INC.

Susan M. Janier
Witness 1
G. Brantley Harvey Jr.
Witness 2

By: R. Bruce McBratney
R. BRUCE McBRATNEY
Its: President

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

PERSONALLY appeared before me Witness 1 and made oath that s/he saw the within named 1991 TAYLOR FAMILY REVOCABLE TRUST, by its Trustees, RICHARD W. TAYLOR and JUNE F. TAYLOR, sign, seal, and as its act and deed, deliver the within written Conservation Easement, and that s/he with Witness 2 witnessed the execution thereof.

Susan M. Janier
 Witness 1

SWORN to before me, this 27th
 day of November, 1995:

W. Brantley Harvey Jr.
 Notary Public for South Carolina

My Commission Expires: Dec 5, 1999

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

PERSONALLY appeared before me Witness 1 and made oath that s/he saw the within named BEAUFORT COUNTY OPEN LAND TRUST, by R. BRUCE McBRATNEY, its President, sign, seal, and as its act and deed, deliver the within written Conservation Easement, and that s/he with Witness 2 witnessed the execution thereof.

Susan M. Janier
 Witness 1

SWORN to before me, this 27th
 day of November, 1995:

W. Brantley Harvey Jr.
 Notary Public for South Carolina

My Commission Expires: Dec 5, 1999

REAL ESTATE DESCRIPTION

Tract I

All that certain piece, parcel or tract of land, and all improvements thereon, situate, lying and being in Sheldon Township, Beaufort County, South Carolina, containing fifty (50) acres, more or less, formerly a part of Bonny Hall Plantation, and having the following boundaries and dimensions, to-wit: Commencing at the point on the Old Combahee River Road where it is entered by the entrance road to the Somerset Maugham Home on the property, thence along the western edge of the said entrance road in a straight line 1475 feet, more or less, to a concrete land marker and thence in a projection of said line straight through said marker 70 feet, more or less, to the center of the creek or canal on the east, thence along the center line of said creek or canal 1180 feet, more or less, to the river or property line between this property and Newport Plantation, thence along the property line between this property and Newport Plantation to the Old County Road, and thence along the Old County Road in a westerly direction 1565 feet, more or less, to the point of beginning which is a concrete land marker all of which will more fully appear by reference to a plat of said property made by R. B. Frazier, Registered Land Surveyor, and dated 10/25-27/49, and recorded in the RMC Office for Beaufort County, South Carolina, in Plat Book 7, at page 43.

Tract II

All that certain piece, parcel or tract of land together with improvements thereon, if any, lying and being in Sheldon Township, County of Beaufort, State of South Carolina, containing 24.3 acres as shown on a plat by S. S. Snook, Reg. L. S., dated 4/24/57, recorded in Plat Book 10 at page 59, RMC Office for Beaufort County, S.C. Said tract of land measuring and bounding according to said plat as follows: On the north and northwest by lands formerly of Bonny Hall Company for a distance of 855 feet, more or less; on the east by lands formerly of Claussen-Lawrence Construction Company for a distance of 1474 feet, more or less; on the south by a road for a distance of 848 feet, more or less; and on the west by lands formerly of Bonny Hall Company for a distance of 1,053 feet, more or less.

Tract III

All that certain piece, parcel and tract of land together with improvements thereon, if any, situate and lying and being in Sheldon Township, Beaufort County, S.C., formerly a portion of Bonny Hall Plantation, having and containing 14.24 acres, more or less, and being bounded on the south by Tract I, above, on the west and north by lands formerly of Bonny Hall Fisheries, on the northeast by the line of mean highwater on the bank of Combahee River, and on the southeast by a canal, (the boundary line being

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in said canal), said Tract III being more particularly shown and described by courses, distances, metes, and bounds by the plat of survey made thereof for Bonny Hall Fisheries by R. D. Trogdon, Jr. R.L.S. 2712 dated May 27, 1988, revised June 9, 1988, and recorded in the RMC Office for Beaufort County, S.C. in Deed Book 503 at page 1196, on June 9, 1988.

ALSO, an easement for ingress and egress over such portions of the existing dikes lying along the western and northern boundaries of said Tract III, as are located on lands formerly of Bonny Hall Fisheries.

SUBJECT TO an easement for ingress and egress over the existing dikes lying along the western and northern boundaries of Tract III, which easement was reserved by Bonny Hall Fisheries, its successors and assigns in the deed recorded in the RMC Office for Beaufort County, S.C. in Deed Book 503 at page 1193, for the benefit of Bonny Hall Fisheries, its successors and assigns.

ALSO SUBJECT TO an easement for an existing twelve inch (12") drainage and intake pipe lying beneath the bed of the rice field located on Tract III, said pipe being parallel to the southernmost boundary of Tract III extending from the western boundary of Tract III to the canal in which the southeastern boundary of Tract III is located, said easement having been reserved by Bonny Hall Fisheries in the deed recorded in the RMC Office for Beaufort County, S.C. in Deed Book 503 at page 1193, for the benefit of Bonny Hall Fisheries, its successor and assigns.

Tract IV

All that certain piece, parcel, or tract of land together with improvements thereon, if any, situate, lying and being in Sheldon Township, Beaufort County, South Carolina, having and containing One Hundred Fifteen and 915/1000's (115.915) acres, being bounded on the east by S.C. Highway S-7-33, on the south by lands of William M. Nixon, on the southeast and northeast by lands now or formerly of New Port Carolina Laurentian Co. (formerly Newport or New Port Plantation--Eugene Dupont, III, Trustee), and on the north by lands now or formerly of Bonny Hall Fisheries and by Tracts I and II, described above, said Tract IV being more particularly described by courses, distances, metes, and bounds, by the plat of survey made thereof by C. Lawton Maner, R.L.S. 8370 dated September 4-11, 1991, and duly indexed and recorded in the RMC Office for Beaufort County, S.C. in Plat Book 42 at page 66.

2383

DERIVATION (For deed of Richard W. Taylor and June F. Taylor to Richard W. Taylor and June F. Taylor as Trustees for the 1991 Taylor Family Revocable Trust)

The parcels described herein were acquired by the Richard W. Taylor and June F. Taylor by deed of William M. Nixon, also sometimes known as W. M. Nixon, dated November 4, 1991, recorded November 5, 1991, in Deed Book at Page in the Office of the RMC for Beaufort County, South Carolina.

BEAUFORT COUNTY TAX MAP REFERENCE

TRACT I:

District 700, Map 9, Parcel 2.

TRACT II:

District 700, Map 9, Parcel 5.

TRACT III:

District 700, Map 9, Parcel 1A.

TRACT IV:

District 700, Map 9, Parcel - Portion of 4A.

The parcels described herein were acquired by the Grantors of this Conservation Easement by Deed from Richard W. Taylor and June F. Taylor dated November 8, 1991, and recorded in Deed Book 586 at Page 2378, in the records of the RMC for Beaufort County, SC.

RESERVATION OF EASEMENT

RESERVING, HOWEVER, to William M. Mixon, his heirs and assigns an easement through, in and along the canal located generally along the southeastern, eastern, and northeastern boundaries of Tracts I and IV, said canal running from a trunk fifty feet (50'), more or less, south of the northeastern corner of property being retained by William M. Mixon, to the Combahee River, said easement being appurtenant to the tract being retained by William M. Mixon, and said easement being for the flow of water through and use of water from and in said canal, as well as for such maintenance of the canal as may be necessary to maintain the continued flow of water in and through said canal.

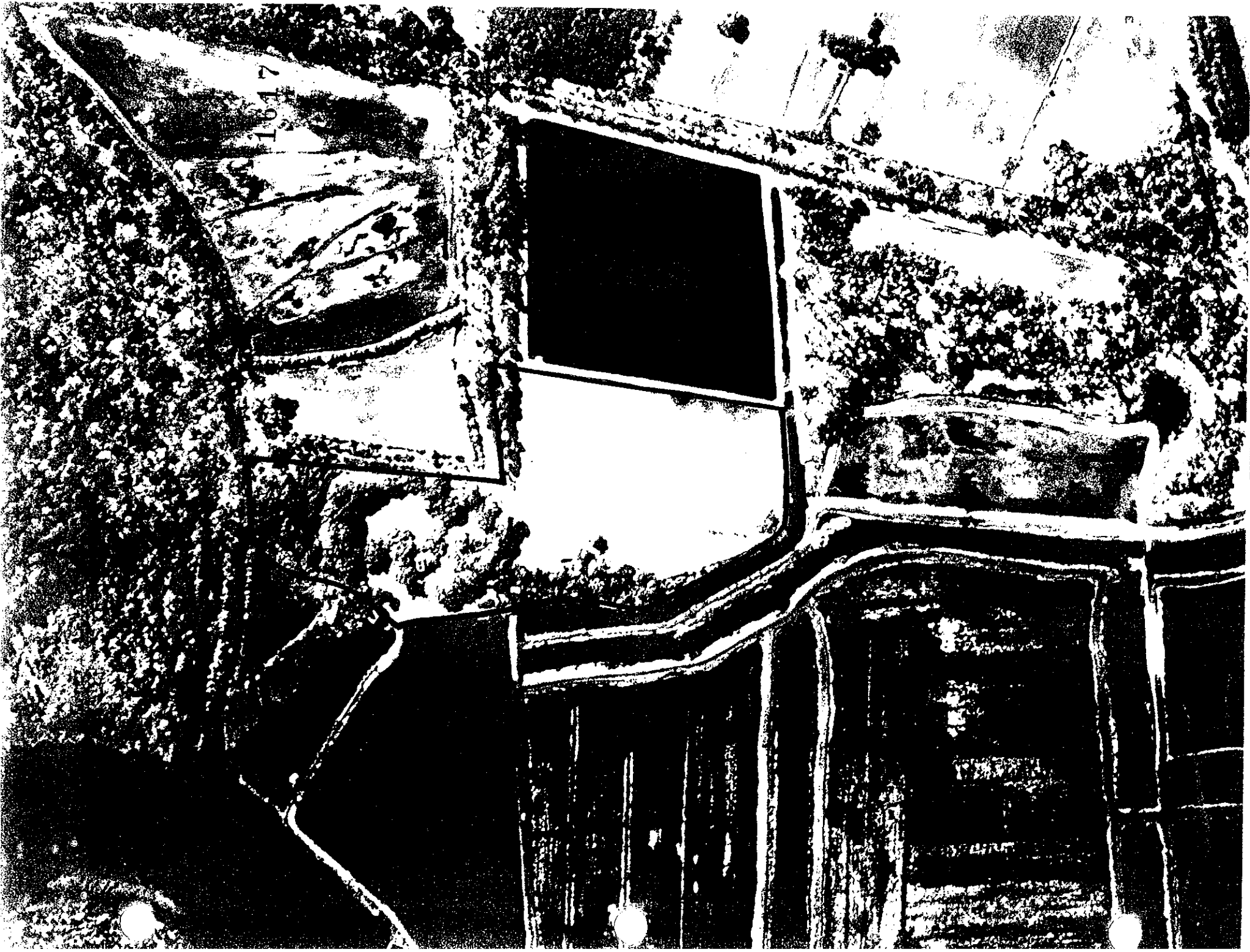


EXHIBIT B

EASEMENT DOCUMENTATION REPORT

FOR

PARKER'S FERRY PLANTATION

BEAUFORT COUNTY, SOUTH CAROLINA

Grantor:_____

Grantee:_____

**PARKER'S FERRY PLANTATION
CONSERVATION EASEMENT DOCUMENTATION**

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Grantor:_____

Grantee:_____

DESCRIPTION AND BACKGROUND

ACREAGE: 185 +/- according to Forest Stewardship Management Plan, uplands and wetlands.

USGS QUAD: White Hall, South Carolina
Provisional Edition 1988

LONGITUDE/LATITUDE: 80 42' 21" W; 32 39' 32" N

TARGET ELEMENTS: Undeveloped wetlands and forest plant communities; managed tidal impoundments; managed nontidal impoundments; feeding, nesting and roosting areas for passerine and groundnesting birds; feeding, nesting and roosting areas for marsh and colonial waterbirds and waterfowl; feeding, nesting and brooding areas for wetland dependant non-game and/or endangered species; feeding and resting areas for native small and large mammals.

PHYSICAL ENVIRONMENT:

Parkers Ferry Plantation is located in extreme northern Beaufort County, South Carolina along the south banks of the Combahee River. The property is approximately 1.0 mile north of the junction of U.S. Highway 17 and County Road 33. The property is further located some 20.2 miles north of the City of Beaufort, S.C.

Grantor: _____

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The approximate mileage along the tidal wetlands/river interface is 0.94 miles. The approximate mileage along the tidal wetlands/uplands interface is 0.63 miles. Improved gravel roads on the upland total approximately 0.8 miles. Unimproved dirt roads on the uplands total approximately 1.7 miles. Dikes encompassing the tidal impoundment total approximately 0.5 miles in length.

The elevation of the land ranges from zero to slightly above 10' MSL. Tidal wetlands range from the mean low water mark to the mean high water mark.

Weather patterns affecting the property are influenced by its location on the Atlantic Coastal Plain and its proximity to the Gulf Stream. Cold air masses are blocked by the Appalachian Mountains to the northwest. The Gulf Stream provides a warming effect. Average maximum July temperatures range between 30 degrees to 33 degrees Centigrade (86 degrees to 92 degrees F.) and average minimum July temperatures range between 21 degrees to 24 degrees Centigrade (70 degrees to 76 degrees F.). Mean minimum January temperatures range between 2 degrees to 5 degrees Centigrade (36 degrees to 41 degrees F.). Average monthly relative humidity ranges between 50% and 65%. The growing season is 280 +/- days limited by spring (mid to late March) and fall (mid-November) freezes in most years. Mean annual precipitation ranges between 114 - 139 cm (44-55 inches). Rainfall is most abundant in summer and early fall, with dry periods in October and November. Tropical storms and hurricanes regularly threaten the coast and may produce heavy rains and high winds.

General habitat types on the easement property and the approximate acreage of each are: South Atlantic Inland Maritime Forests - 14.0 acres; Mixed Pines-Mixed Hardwoods Forests - 64.0 acres; Planted Slash Pines - 11.0 acres; Agricultural Fields, Hedgerows and Wildlife Openings - 57.0 acres; Plantation Grounds and Avenue of Oaks - 12.0 acres; Sweetgum Pond - 0.5 acres; Nontidal Freshwater Impoundment - 12.5 acres; Tidal Freshwater Impoundment - 10.0 acres; and, Tidal Brackish Marshes - 4.0 acres. Soils on the uplands of the easement property include Nemours fine sandy loam described as moderately well drained, nearly level soils on higher ridges of the Coastal Plain and Wahee fine sandy loam described as somewhat poorly drained, nearly level soils on low uplands of the Coastal Plain. Wetland soils include Bladen fine sandy loam described as poorly drained, nearly level soils in broad, low areas, Argent clay loam described as poorly drained, nearly level soils in depressions and Levy silty clay described as poorly drained.

Grantor: _____

Grantee: _____

ECOLOGICAL FEATURES:

A. FORESTED UPLANDS - The property under this conservation easement contains the following types of forested uplands: South Atlantic Inland Maritime Forests, Mixed Pines-Mixed Hardwoods, Planted Slash Pine Forests, Agricultural Fields, Hedgerows and Wildlife Openings and Plantation Grounds and Avenue of Oaks.

1. SOUTH ATLANTIC INLAND MARITIME FORESTS

South Atlantic Inland Maritime Forests occur on uplands along tidal tributaries of the coastal plain. The principal feature of the inland maritime forest is the predominance of evergreen hardwood species in the canopy and the strong presence of certain species of trees and shrubs in the subcanopy of this plant community type.

The most predominant species of trees in the canopy are represented by live oak (*Quercus virginiana*), southern magnolia (*Magnolia grandiflora*) and loblolly pine (*Pinus taeda*). Other canopy tree species include water oak (*Q. nigra*), laurel oak (*Q. laurifolia*) and willow oak (*Q. phellos*). Many of the canopy trees are draped with spanish moss (*Tillandsia usneoides*). The subcanopy layer of the understory in the inland maritime forest includes a diverse mixture of tree and shrub species to include blackgum (*Nyssa sylvatica*), American holly (*Ilex opaca*), sugarberry (*Celtis laevigata*), yaupon holly (*I. vomitoria*), wax myrtle (*Myrica cerifera*), Eastern redcedar (*Juniperus virginiana*), Chinese tallowtree (*Sapium sebiferum*), black cherry (*Prunus serotina*), black oak (*Q. velutina*), black highbush blueberry (*Vaccinium arboreum*), dwarf palmetto (*Sabal minor*) and American beautyberry (*Callicarpa americana*). There is a very strong groundstory component of switchcane (*Arundinaria gigantea*) and slender spikegrass (*Chasmanthium laxum*). Vines include greenbriers (*Smilax* spp.), poison ivy (*Toxicodendron radicans*), muscadine grape (*Vitis rotundifolia*) and Virginia creeper (*Parthenocissus quinquefolia*).

2. MIXED PINES-MIXED HARDWOODS FOREST

The canopy of the pine-mixed hardwoods is sparse, but dominated by loblolly pine (*Pinus taeda*) with an occasional shortleaf pine (*P. echinata*) and several species of oaks to include live oak (*Quercus virginiana*), water oak (*Q. nigra*), laurel oak (*Q. laurifolia*), willow oak (*Q. phellos*), black oak (*Q. velutina*) and cherrybark oak (*Q. pagoda*). There is a strong component of sweetgum (*Liquidambar styraciflua*) in the canopy layer. The understory or subcanopy is

Grantor: _____

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low-stocked with such species as red maple (*Acer rubrum*), black oak, sweetgum and Chinese tallowtree (*Sapium sebiferum*), black cherry (*Prunus serotina*) and persimmon (*Diospyros virginiana*). Shrubs in the subcanopy layer include wax myrtle (*Myrica cerifera*) and winged sumac (*Rhus copallina*). Much of the herbaceous layer is dominated by broomstraw (*Andropogon virginicus*) with occurrences of panicgrasses (*Dicanthelium* spp.), Asian coinleaf (*Centella asiatica*), mock strawberry (*Duchesnea indica*), goldenrods (*Solidago* spp.), asters (*Aster* spp.), lespedeza (*Lespedeza* spp.), thoroughworts (*Eupatorium* spp.), elephant's foot (*Elephantopus tomentosus*), vaseygrass (*Paspalum urvillei*), dallisgrass (*Paspalum dilatatum*), crabgrass (*Digitaria sanguinalis*), plumegrass (*Erianthus giganteus*), switchcane (*Arundinaria gigantea*), flatsedges (*Cyperus* spp.), narrow-leaved sunflower (*Helianthus angustifolius*), sneezeweed (*Helenium autumnale*), black-eyed Susan (*Rudbeckia hirta*), blackberries (*Rubus* spp.) and grass-leaved goldenaster (*Chrysopsis graminifolia*). Vines include poison ivy (*Toxicodendron radicans*), greenbriers (*Smilax* spp.), sweet peppervine (*Ampelopsis arborea*) and trumpet creeper (*Campsis radicans*).

3. PLANTED SLASH PINES

Planted slash pines (*Pinus elliotta*) occur at several locations on the easement property. One solid plantation was established some fifteen years ago while strips of slash pine were established some thirty years ago at several locations to serve as wildlife corridors and increase the edge effect for the benefit of wildlife.

The understory of the planted slash pines exhibits the occasional sapling-sized sweetgum (*Liquidambar styraciflua*), Chinese tallowtree (*Sapium sebiferum*), water oak (*Quercus nigra*), willow oak (*Q. phellos*) and cherrybark oak (*Q. pagoda*). The shrub layer in the older stands of planted slash pines is more diverse than in the younger stands due to more sunlight penetration. Shrubs include wax myrtle (*Myrica ceriferum*), American beautyberry (*Callicarpa americana*) and winged sumac (*Rhus copallina*). The herbaceous layer in the older stands is also more diverse due to sunlight penetration in conjunction with prescribed burning. Herbs include St. John's wort (*Hypericum hypericoides*), lespedeza (*Lespedeza* spp.), milk pea (*Galactia volubilis*), panicgrasses (*Panicum* spp., *Dicanthelium* spp.), blackberries (*Rubus* spp.) and thoroughworts (*Eupatorium* spp.). Vines include greenbriers (*Smilax* spp.), sweet peppervine (*Ampelopsis arborea*) and poison ivy (*Toxicodendron radicans*).

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4. AGRICULTURAL FIELDS, HEDGEROWS AND WILDLIFE OPENINGS

Open agricultural fields and associated hedgerow habitats between fields and along ditchbanks occur over much of the property. Wildlife openings also occur scattered across the areas of mixed pines-mixed hardwoods. The fields may be planted to row crops or lie fallow for a period of years. Fallow fields and associated hedgerows exhibit plant communities much like the mixed pines-mixed hardwoods. Wildlife openings are planted annually to supplemental food sources for wildlife.

5. PLANTATION GROUNDS AND AVENUE OF OAKS

The plantation grounds are located in an area of inland maritime forest and exhibit many of the plant species previously described under paragraph #1. The grounds are dominated by very large live oaks (*Quercus virginiana*) with a beatifically landscaped collection of ornamental shrubs and flower beds. The avenue of live oaks leads into the plantation grounds.

6. WILDLIFE VALUES

Wildlife values accrue to a wide variety of mammalian and avian species in the forested uplands of Parkers Ferry Plantation. Wildlife values have been enhanced over the past few years due to the discontinuance of planting in the agricultural fields which has resulted in establishment of excellent natural food resources and cover in these areas. Browse plants are more abundant around the edges of agricultural fields and along the associated hedgerows. Old growth hardwoods in the maritime forests, mixed hardwood forests and along the hedgerows produce an abundant mast for wildlife in all but the driest of years. Field edges, hedgerows along ditchbanks and roadways throughout the forested uplands add greatly to the edge effect that is so important to all kinds of wildlife. Feeding and bedding are adequate for white-tailed deer (*Odocoileus virginiana*), bobcat (*Lynx rufus*), gray foxes (*Urocyon cinereoargenteus*), opossums (*Didelphis marsupialis*), gray squirrels (*Sciurus carolinensis*) and cottontail rabbits (*Sylvilagus floridanus*). Many small mammals occur in the forested uplands, the most common of which would be the eastern woodrat (*Neotoma floridana*) and the cotton rat (*Sigmodon hispidus*). Feeding, nesting and roosting areas are adequate for wild turkeys (*Meleagris gallopavo*), bobwhite quail (*Colinus virginianus*) and the mourning dove (*Zenaidura macroura*).

Grantor: _____

Grantee: _____

Numerous songbirds use the forested uplands for feeding, nesting and roosting. Woodpeckers and raptors were observed over the entire property. Many reptiles and amphibians are found in the forested uplands, the most notable of which would be the green anole (*Anolis carolinensis*), the black racer (*Coluber constrictor*), the copperhead (*Agkistrodon contortrix*), the canebrake rattlesnake (*Crotalus horridus*), the oak toad (*Bufo quercicus*) and the southern toad (*Bufo terrestris*). Many insects and arachnids are also found in the forested uplands.

B. ISOLATED FRESHWATER WETLANDS - The property under this conservation easement contains the following types of isolated freshwater wetlands: Sweetgum Pond.

1. SWEETGUM POND

One small depression is located in an area of open mixed pines-mixed hardwoods on the easement property. The depression is an isolated freshwater wetland that is dominated by sweetgum (*Liquidambar styraciflua*). Other co-dominant tree species include red maple (*Acer rubrum*) and Chinese tallowtree (*Sapium sebiferum*). The perimeter of the sweetgum pond exhibits a few shrubs to include wax myrtle (*Myrica cerifera*) and groundseltree (*Baccharis halimifolia*). The interior of the sweetgum pond is decidedly more graminoid with numerous grasses and a few sedges and rushes. The herbaceous layer includes plumegrass (*Erianthus giganteus*), warty panicgrass (*Panicum verrucosum*), maidencane (*Panicum hemitomum*), bristlegrass (*Setaria geniculata*), flatsedges (*Cyperus* spp.), beakrushes (*Rhynchospora* spp.), spikerushes (*Eleocharis* spp.) and softrush (*Juncus effusus*). There are small patches of open water in the sweetgum pond during periods of abundant rainfall.

2. WILDLIFE VALUES

Perhaps the most important value these areas have for wildlife is that during wet seasons they become prime areas for breeding of amphibians when these areas fill with rainwater. Among the amphibians that use wet season ponds for breeding are the oak toad (*Bufo quercicus*) and the southern toad (*Bufo terrestris*). Frogs that breed in such ponds include the southern leopard frog (*Rana pipiens phenocephala*), the southern cricket frog (*Acris gryllus gryllus*), the spring peeper (*Hyla crucifer*) and the green treefrog (*Hyla cinerea*).

Grantor: _____ Grantee: _____

C. TIDAL WETLANDS - The property under this conservation easement contains the following types of tidal wetlands: Tidal Brackish Marshes and Tidal Freshwater Impoundment.

1. TIDAL BRACKISH MARSHES

Tidal brackish marshes occur in the intertidal zone of marshes influenced by salinities ranging between 5 ppt. and 8 ppt. The dominant plant species in the brackish marshes is big cordgrass (*Spartina cynosuroides*). There are sporadic occurrences of black needlerush (*Juncus roemerianus*) in the brackish marshes and a narrow band of smooth cordgrass (*Spartina alterniflora*) that occurs in the zone along tidal creeks and tributaries between the low water mark and the high water mark. Baldcypress (*Taxodium distichum*) is the dominant tree species seen here. There are also scattered stands and occurrences of giant cutgrass (*Zizaniopsis miliacea*), pickerelweed (*Pontederia cordata*) and bulltongue (*Sagittaria lancifolia*) in the fresher areas of the brackish marshes. Large stands of wildrice (*Zizania aquatica*) occur on shallow mudflats that are exposed twice-daily on the ebb tide. Other herbaceous plant species include tidemarth amaranth (*Amaranthus cannabinus*), southern bulrush (*Scirpus californicus*), water hemlock (*Cicuta mexicana*), saltmarsh aster (*Aster subulatus*), beggarticks (*Bidens laevis*), beakrush (*Rhynchospora corniculata*), smartweeds (*Polygonum punctatum*, *P. pennsylvanicum*, *P. arifolium*), marsh pennywort (*Hydrocotyle umbellata*) and frog's bit (*Limnobium spongia*).

2. TIDAL FRESHWATER IMPOUNDMENT

One area of former tidal ricefields and tidal tributaries adjacent to the Combahee River is impounded by a dike and is flooded by tidewaters from the river by way of water control structures. The resulting lake (impoundment) is basically a scenic feature of the landscape, but does afford fishing for both warmwater fresh and brackish water finfishes.

The dominant plant community of this water feature is an emergent marsh around the perimeter exhibiting rank stands of giant cutgrass (*Zizaniopsis miliacea*), common cattail (*Typha latifolia*) and narrow-leaf cattail (*T. angustifolia*).

Grantor: _____ Grantee: _____

Herbaceous plants are the most diverse components of this area and include sesbania (*Sesbania exaltata*), panicgrasses, particularly fall panicgrass (*Panicum dichotomiflorum*), crabgrass (*Digitaria sanguinalis*), chocolate-weed (*Melochia corchorifolia*), flatsedges (*Cyperus* spp.) and smartweeds (*Polygonum* spp.).

2. WILDLIFE VALUES

Wildlife values commonly associated with managed freshwater impoundments include providing important feeding, resting and nesting habitat for numerous birds, mammals, reptiles and amphibians. Managed freshwater impoundments are used extensively by migrating and wintering waterfowl with principal species being green-winged teal (*Anas crecca*), blue-winged teal (*Anas discors*), northern pintails (*Anas acuta*), mallards (*Anas platyrhynchos*), black ducks (*Anas rubripes*) and American widgeon (*Anas americana*). Mottled ducks (*Anas fulvigula*), northern shovelers (*Anas clypeata*), gadwalls (*Anas strepera*), buffleheads (*Bucephala albeola*) and hooded mergansers (*Lophodytes cucullatus*) are also common. Migratory and resident shorebirds, as well as wading birds, principally egrets, herons, and ibis feed in the freshwater impoundments. Common snipe regularly feed in the shallow zones. The wood stork (*Mycteria americana*) frequents managed impoundments. Common moorhens (*Gallinula chloropus*), American coots (*Fulica americana*), double-crested cormorants (*Phalacrocorax auritus*) and anhingas (*Anhinga anhinga*) are regularly seen. The osprey (*Pandion haliaetus*) and the southern bald eagle (*Haliaetus leucocephalus*) are occasionally observed nesting or feeding in close proximity to impoundments. The river otter (*Lutra canadensis*) and raccoon (*Procyon lotor*) are common mammal species associated with this habitat. The American alligator (*Alligator mississippiensis*) is often seen in freshwater impoundments and regularly feeds and nests within them.

MAN-MADE STRUCTURES/IMPROVEMENTS:

The easement property has numerous buildings located within its boundaries. Most of the structures are associated with the main dwelling that overlooks a freshwater impoundment and the Combahee River. Near the main dwelling are barns, garages, a guest cottage and the "Somerset Maugham" cottage. A boathouse and fixed pierhead dock are located on a tidal creek near the main dwelling. The yard area is enclosed by a wooden fence. Entrance to the yard is through a brick wall and wooden gate. The main entrance to the property has a brick pier fence with wooden pickets between the piers.

Grantor: _____

Grantee: _____

Other features include earthen embankments (dikes) that encompasses a tidal impoundment and freshwater managed impoundment. Water control structures are located on the two impoundments.

The property is accessed by a series of improved gravel roads connecting with unimproved woods roads to various points on the property.

Power service to the property is by way of aerial power lines.

Deer stands and deer feeding stations are scattered across the property.

PRIOR LAND USE:

The easement property was historically part of a larger land holding known as Bonny Hall. The property was used for growing rice in the tidal wetlands and for the growth and harvest of hardwood and southern yellow pine timber. The property has been used for recreational hunting and fishing.

CURRENT LAND USE:

The current land use is focused on wildlife habitat management with secondary objectives of growing timber. The property is used for hunting, fishing and nature study.

POTENTIAL THREATS TO ECOLOGICAL INTEGRITY:

The easement property has very high aesthetic value. Access to the Combahee River and Atlantic Intracoastal Waterway from nearby properties on the mainland that are not protected by conservation easements along the river and waterway adds to the potential for commercial or industrial development in the region. Any commercial or industrial development on this property or nearby properties would increase human activity and consequent disturbance to the wildlife of the area. Increase human activity would also heighten the possibility of illegal trespass and illegal disposal of household waste and trash on the property.

Grantor: _____ Grantee: _____

MANAGEMENT NEEDS:

Management needs for the easement property are clearly identified in the "Forest Stewardship Management Plan" that was prepared in 1995. This plan is approved by the S.C. Forestry Commission and the S.C. Department of Natural Resources and addresses both timber and wildlife management needs for this property. The "Forest Stewardship Management Plan" appears as Appendix J. in this documentation report.

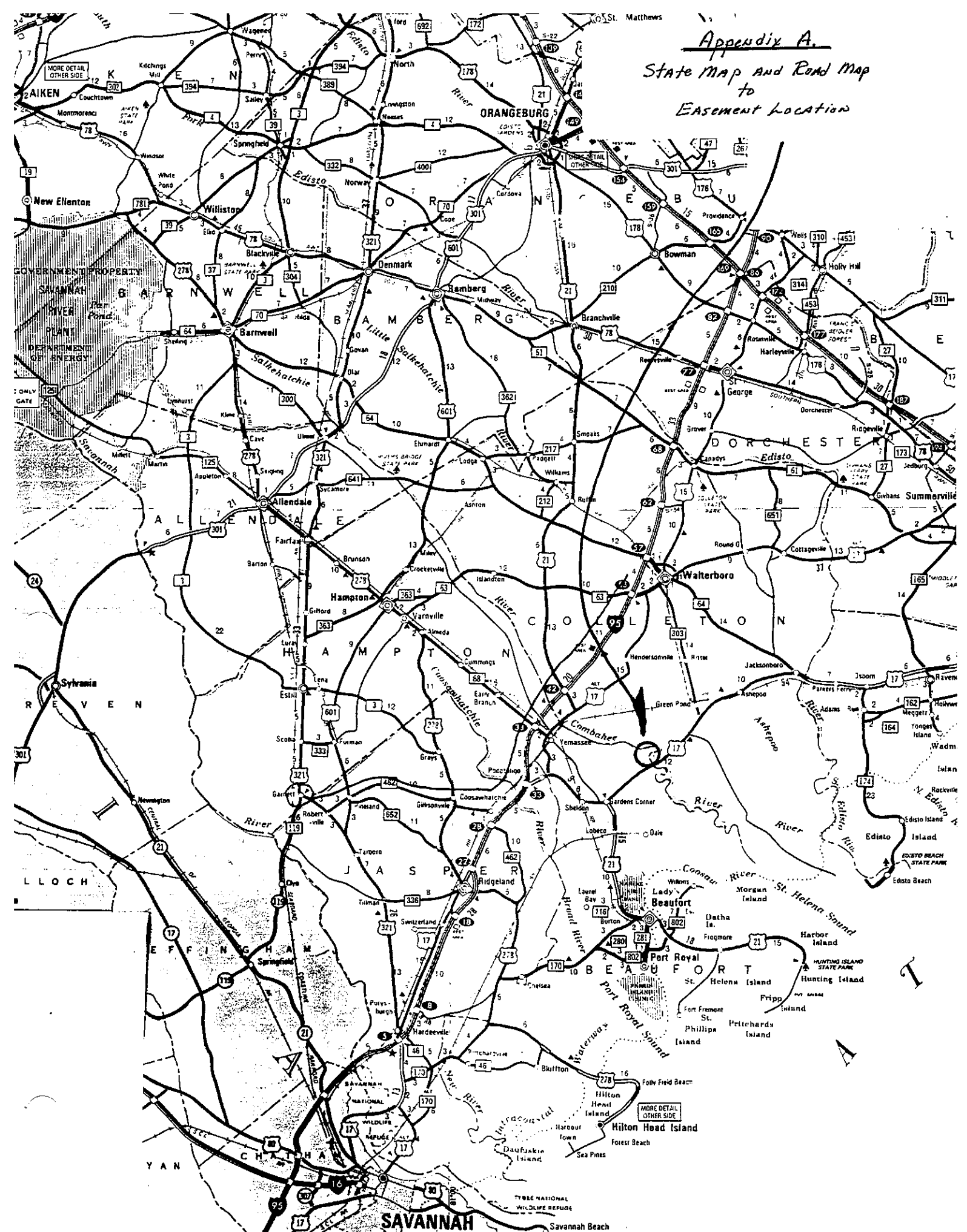
REQUIRED FREQUENCY OF MONITORING THIS EASEMENT:

The conservation easement will be monitored annually. An updated report on the condition of the property will be prepared in the year 2005 and submitted to the grantor of the easement.

Grantor: _____

Grantee: _____

Appendix A.
State Map and Road map
to
EASEMENT LOCATION

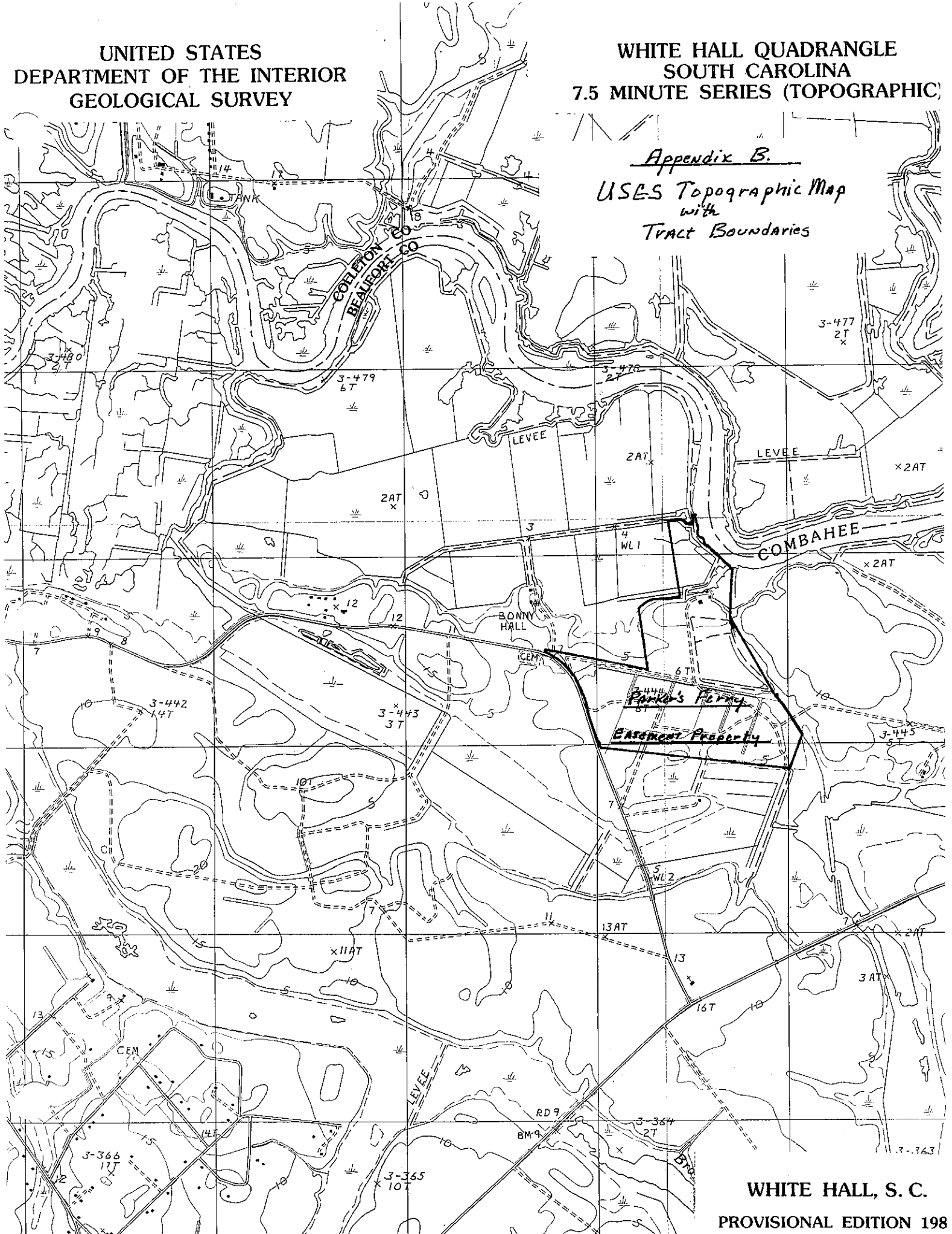


UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

WHITE HALL QUADRANGLE
SOUTH CAROLINA
7.5 MINUTE SERIES (TOPOGRAPHIC)

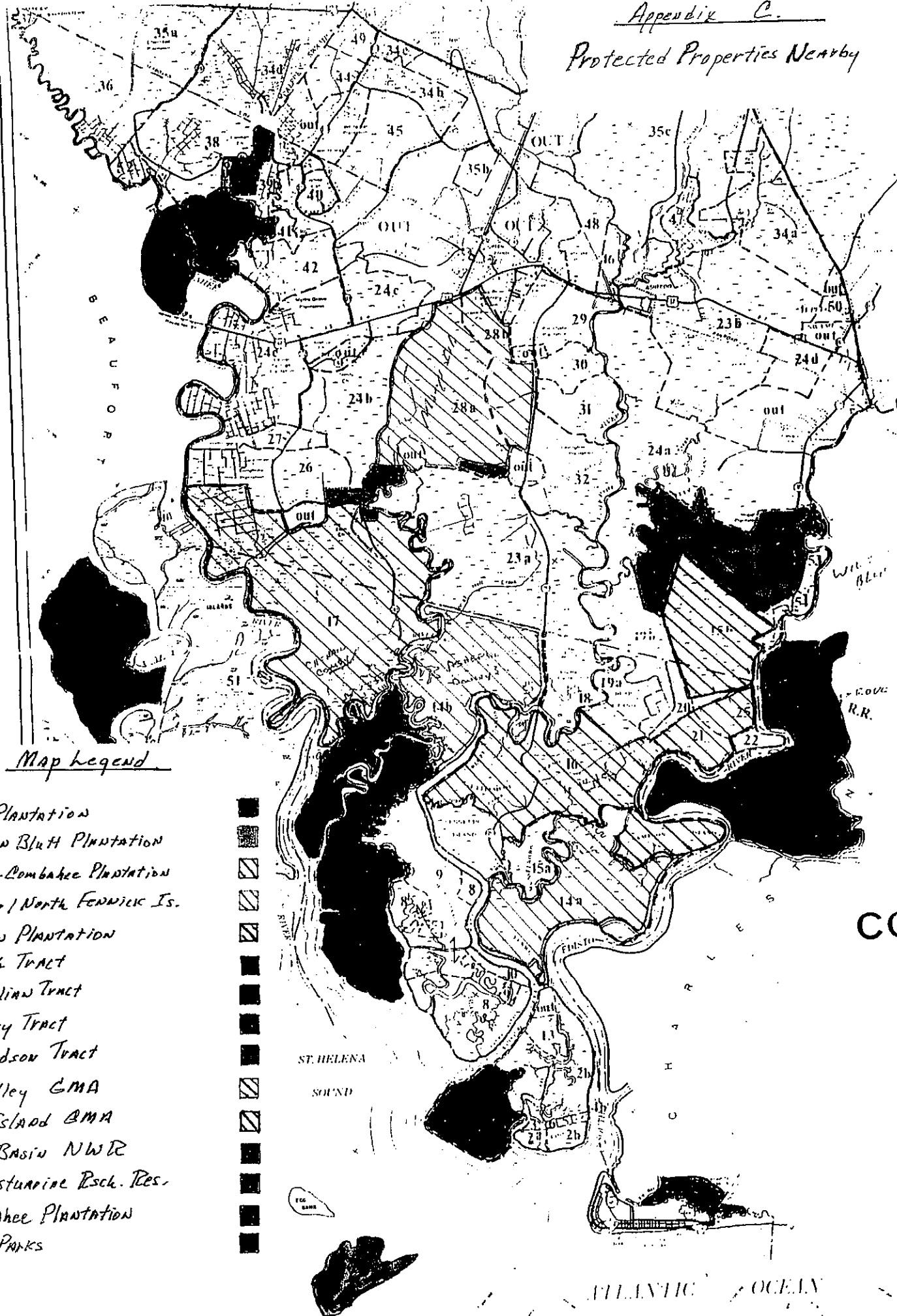
Appendix B.

USES Topographic Map
with
Tract Boundaries



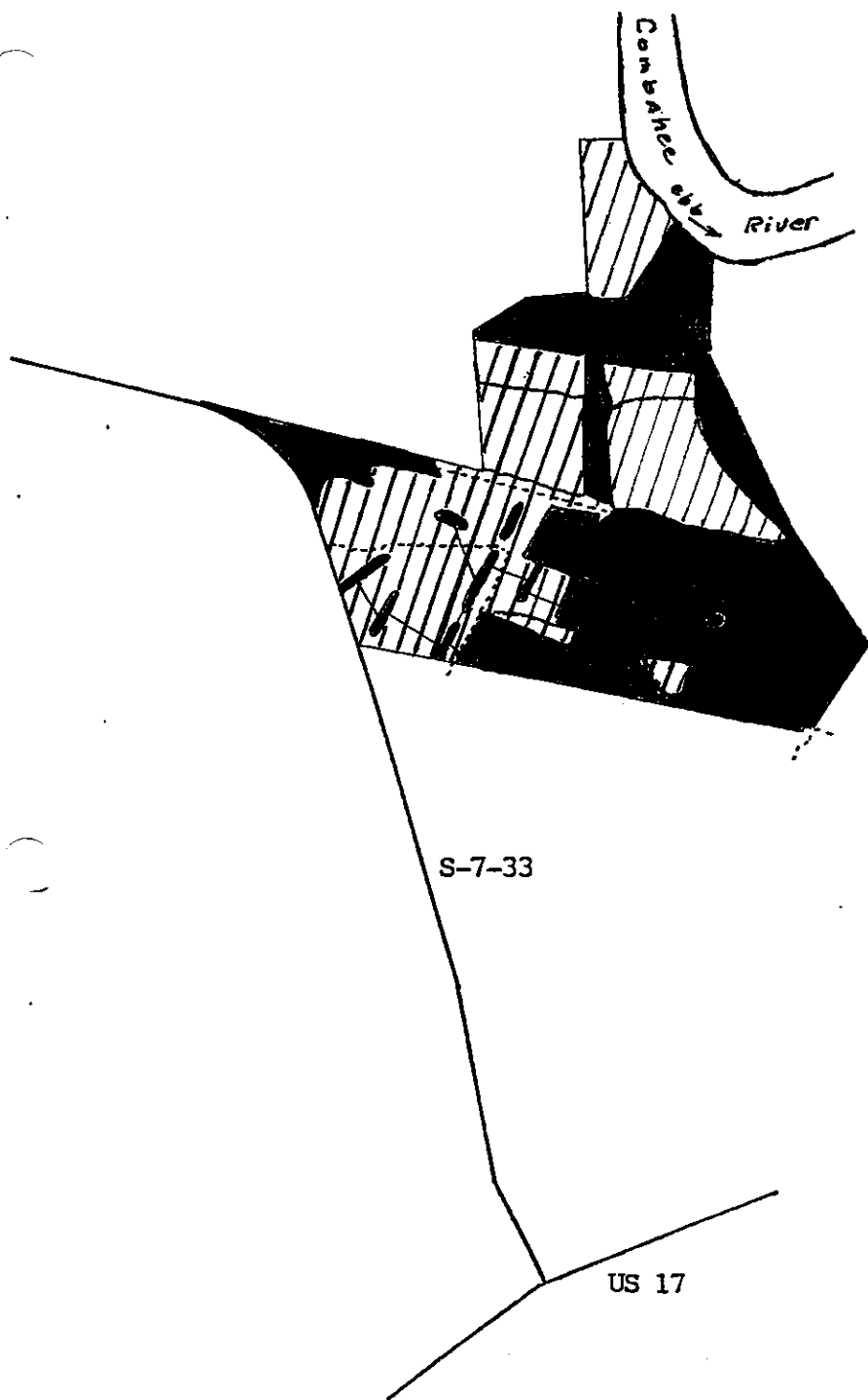
WHITE HALL, S. C.
PROVISIONAL EDITION 198

Protected Properties Nearby



Appendix D.

Ecological Features Map



Map Legend

1. South Atlantic Inland
Maritime Forests



2. Mixed Pines - Mixed
Hardwoods Forests



3. Planted Slash Pines



4. Agricultural Fields,
Hedgerows and
Wildlife Openings



5. Plantation Grounds and
Avenue of Oaks



6. Sweetgum Pond



7. Tidal Freshwater
Impoundment



8. Tidal Brackish Marshes

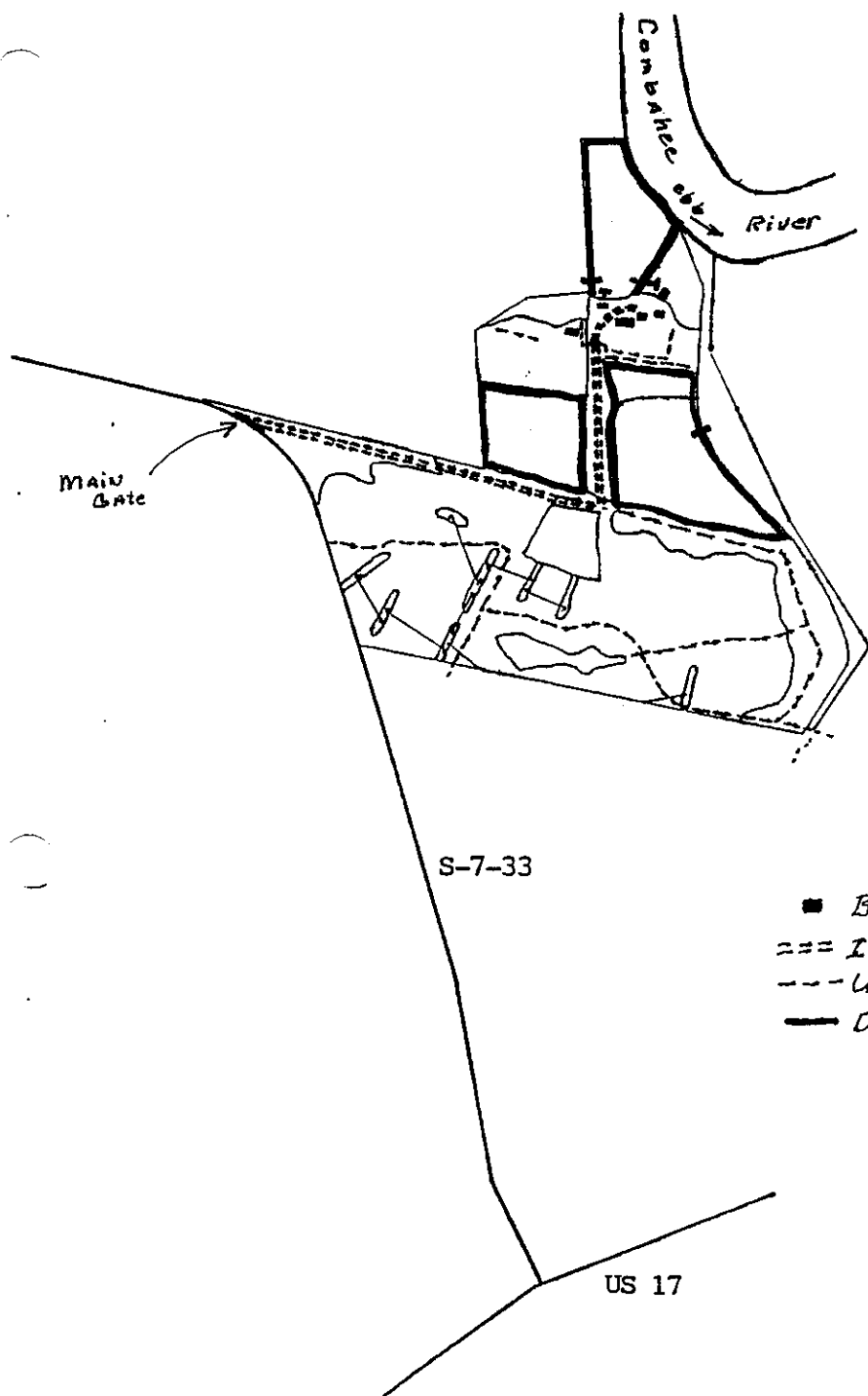


9. Nontidal Freshwater
Impoundment



Appendix E.

Roads and Structures Map



Map Legend

- | | |
|----------------------|------------|
| ■ Buildings | --- Fences |
| === Improved Roads | T Docks |
| --- Unimproved Roads | — Gates |
| — Dikes | — Trunks |

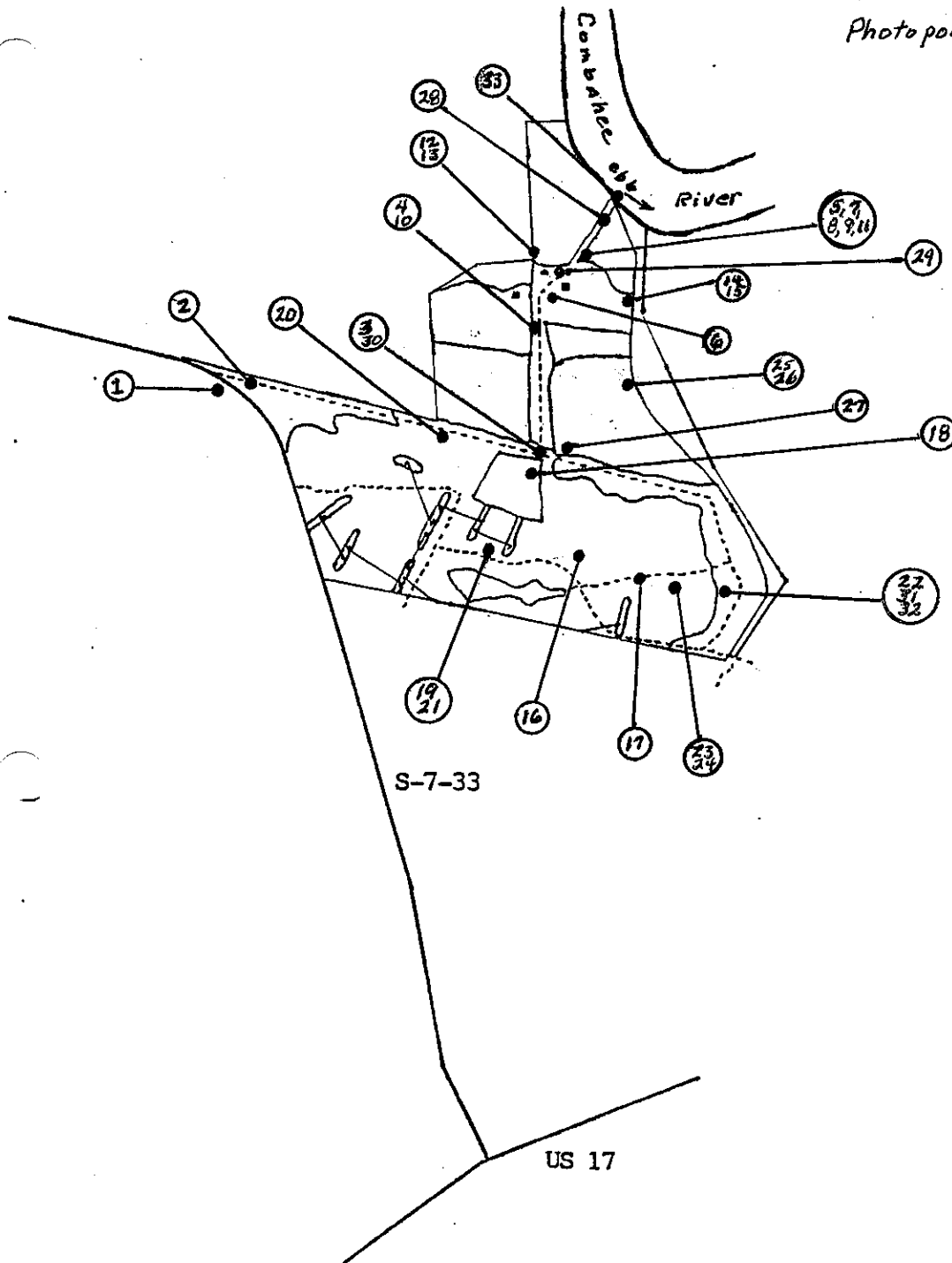


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Appendix F.

Aerial Maps (Photos)

Appendix G.
Photostations Map
Photo points #1 - #33



Appendix H. Photographic Data Sheet

Photopoint	Description	Compass
1.	Main entrance to Parker's Ferry Plantation	15 N
2.	Improved gravel road leading into plantation	105 E
3.	Avenue of oaks leading to plantation grounds	0 N
4.	Gate to plantation grounds and main dwelling	15 N
5.	Main dwelling front elevation	135 SE
6.	Main dwelling side elevation	30 NE
7.	Outbuildings include the Somerset Maugham cottage	90 E
8.	Guest house on tidal freshwater impoundment	330 NW
9.	Boathouse and dock near Combahee River	30 NE
10.	Barn and equipment shed	330 NW
11.	Tidal freshwater impoundment	345 N
12.	Dike encompassing tidal freshwater impoundment	0 N
13.	Water control structure on tidal freshwater impoundment	45 NE
14.	South Atlantic Inland Maritime Forest	270 W
15.	South Atlantic Inland Maritime Forest	300 NW
16.	Mixed Pines-Mixed Hardwoods Forest	285 W
17.	Unimproved woods road	255 W
18.	Planted Slash Pines	240 SW
19.	Planted Slash Pines serving as wildlife corridor	60 NE
20.	Agricultural field lying fallow	150 SE
21.	Fallow field with food plot planted for wildlife	330 NW
22.	Wildlife opening planted to wildlife foods	255 W
23.	Sweetgum Pond	285 W
24.	Sweetgum Pond	270 W
25.	Managed (Nontidal) Freshwater Impoundment	270 W
26.	Water control structure on managed impoundment	195 S
27.	Dike encompassing managed impoundment	105 E
28.	Tidal Brackish Marshes	60 NE
29.	Wild rice along edge of tidal brackish marshes	300 NW
30.	Aerial power service lines	285 W
31.	Deer feeding station in woods	300 NW
32.	Deer hunting stand in woods	195 S
33.	Combahee River	330 NW

Grantor: _____

Grantee: _____