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STATE OF SOUTH CAROLINA            )  
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 COUNTY OF CHARLESTON            )       **GRANT OF CONSERVATION EASEMENT**  
   )       (Includes Transfer Fee Lien)

THIS GRANT OF CONSERVATION EASEMENT (hereinafter "Easement") is made effective as of the date of recording of this Easement in the Register of Deeds Office for Charleston County (the "Effective Date") by The Town of McClellanville (hereinafter "**Grantor**"), having an address at 405 Pinckney Street, McClellanville, South Carolina 29458, in favor of the Lowcountry 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, and the regulations thereunder (hereinafter the "Code") and not a private foundation under Code §509, with a business address at 1362 Old Towne Rd, Charleston, South Carolina 29407.

WHEREAS, **Grantor** is the sole owner in fee simple of certain real property known as "Carolina Seafood Hwy 17 Tract" containing fourteen and sixty-seven hundredth (14.67) acres (TMS# 764-00-00-010 & 764-00-00-574) in Charleston County, South Carolina, more particularly described in Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein by this reference (hereinafter the "Protected Property"); and

WHEREAS, the Protected Property possesses significant ecological and natural resources, open space and scenic value to **Grantor**, to **Grantee** and to the people of South Carolina and this nation, the protection of which will yield significant public benefit; and

WHEREAS, the Protected Property is located in the Santee River Focus Area of the North American Waterfowl Management Plan (a federal conservation plan established in 1986) and the protection of this property is pursuant to the plan, which recommends that wetland habitat in this focus area be protected by the active pursuit of conservation easements and other conservation tools, resulting in over 275,000 protected acres in the basin; and

WHEREAS, the Santee River Focus Area includes all of the Cape Romain National Wildlife Refuge and portions of the Francis Marion National Forest, the lands of which contain extensive upland and bottomland forest, tidal marsh, and maritime habitat, which support numerous threatened and endangered species; a number of Carolina Bays, extensive longleaf pine forests, and uncommon marl formations that support many rare plant species; such that in combination with traditional uses such as forestry that predominates the surrounding landscape, the Santee River Basin is a haven for sportsmen and naturalists alike; and

WHEREAS, the Santee River Basin was listed in the Top Ten Endangered Places of 2011 by the Southern Environmental Law Center; and

WHEREAS, the protection of this property is pursuant to the *Charleston County Comprehensive Plan* in which protecting the critical wetland and wildlife habitat, maintaining the rural character of the Protected Property, and limiting development as set forth herein accomplishes stated goals of the *Plan*, specifically, the goal of the Natural Resources Element which is "To preserve, enhance, and revitalize natural resources, such as rivers, creeks, fresh and saltwater wetlands, aquatic and wildlife habitats, beaches and dunes, groundwater, forests, farmland soils, and air quality and take actions to mitigate potential negative impacts of growth and development"; and

WHEREAS, the protection of this property is pursuant to the *Charleston County Comprehensive Greenbelt Plan* in which reducing hazards and increasing public safety, protecting rural resources, preserving views, and protecting wildlife and community identity and character as set forth herein accomplishes stated goals of the *Plan*; and

WHEREAS, the protection of this property is pursuant to the *McClellanville 2040 plan*, the Town of McClellanville's comprehensive plan, by protecting the entrance to the village from inappropriate commercial development through conservation easements; and

WHEREAS, the protection of this property is pursuant to the *McClellanville 2040* plan, the Town of McClellanville's comprehensive plan, by protecting land identified as Gateway Greenspace in the Town's Open Space Plan included in the *Plan*; and

WHEREAS, the Protected Property is visible by the public from US Highway 17 North and South, North and South Pinckney Street and Graham Farm Road, which contributes to the scenic, natural, and rural character of the region; and

WHEREAS, the Protected Property is located in close proximity to other lands protected by the Nature Conservancy, Lowcountry Land Trust, Lord Berkeley Conservation Trust, Ducks Unlimited, South Carolina Department of Natural Resources, US Fish and Wildlife Service and the US Forest Service; and

WHEREAS, the Protected Property contains a diversity of relatively natural habitats including mixed upland forest, freshwater ponds, and open areas, 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 habitats significant to wildlife habitat functions including feeding, nesting and roosting areas for migratory songbirds and ground-nesting birds, waterfowl and other avian species, and also including feeding, breeding and resting areas for native small and large game and non-game mammals, as well as feeding and breeding areas for amphibians and reptiles; and

WHEREAS, in particular, the Protected Property in its existing relatively natural condition contributes very little, if any, nonpoint source pollution to Jeremy Creek and Bulls Bay due to the amount and quality of vegetation present, the limited amount of impervious surface, and the presence of freshwater wetlands, which function to improve water quality by providing for nutrient uptake and sediment deposition from runoff draining from upstream lands; and

WHEREAS, the protection of habitat for waterfowl, shorebirds, waterbirds, and landbirds, through conservation easements is a conservation strategy of the South Atlantic Migratory Bird Initiative Implementation Plan, which is a multi-state/multi-partner (18 states and commonwealths and key federal and regional habitat conservation agencies and organizations) conservation planning and implementation effort through an integrated approach to protect, restore, and manage avian coastal plain habitats in the South Atlantic Region; and

WHEREAS, Lowcountry Land Trust, Inc. is a nationally-accredited land trust as determined by the Land Trust Accreditation Commission through a rigorous review process, such status being first awarded on August 16, 2012, with renewal status awarded on July 31, 2018, and March 5, 2024, indicating that it has met the highest national quality standards for protecting important natural places and working lands in perpetuity, and demonstrating strong ethical practices, fiscal accountability, responsible governance, and lasting stewardship of the lands it conserves; and

WHEREAS, pursuant to Treas. Reg. Section 1.170A-14(g), the Conservation Values, as detailed in the Recitals above and outlined in Paragraph 1 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 2020 Infrared by SC Revenue and Fiscal Affairs, 2024 ESRI World Imagery Hybrid, 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 as of the Effective Date of this Easement and is intended to serve as an objective point of reference from which **Grantee** shall monitor and enforce compliance with the terms of this Easement; and

WHEREAS, **Grantor** intends to preserve and protect the Conservation Values, as detailed in the Recitals above and outlined in Paragraph 1 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 this 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

WHEREAS, this Easement contains the conservation purposes pursuant to the Act, as outlined therein and 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"; and

WHEREAS, **Grantor** and **Grantee** recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Protected Property, and have the common purpose of the conservation and protection in perpetuity of the Protected Property pursuant to Code §170(h) and in the regulations promulgated thereunder by the United States Department of the Treasury (hereinafter "Treasury Regulations") 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

WHEREAS, **Grantor** and **Grantee** agree these purposes and requirements are accomplished by voluntarily placing perpetual restrictions upon the use of the Protected Property as set forth hereunder in the Easement 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

WHEREAS, the **Grantee** is a corporation of which its purposes and powers include one or more of the purposes set forth in SC Code §27-8-20(1); and **Grantee** is a holder of conservation easements as conservation easements are defined 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; and **Grantee** represents that it has the commitment to protect the Purpose of this Easement (as defined below), and has the resources to enforce the restrictions of this Easement; and

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) of the Code and pursuant to the laws of the State of South Carolina, the **Grantor** hereby voluntarily grants and conveys to **Grantee** this Easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth. **Grantor** herein declares that the Protected Property shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, and restrictions hereinafter set forth, which covenants, conditions, and restrictions 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 (hereinafter the "Purpose") of this Easement to ensure that the current scenic and natural condition of the Protected Property will be retained forever for conservation purposes, and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values (detailed in the Recitals above, outlined below and in the Baseline Documentation) and the Protected Property's natural resources and associated ecosystems. The Conservation Values of the Protected Property include the following:

- 1) Preservation of open space for public recreational,
- 2) Protection of relatively natural habitat,
- 3) Preservation or enhancement of downstream water quality in Jeremy Creek and Bulls Bay, and
- 4) Preservation of scenic views of the Protected Property from Highway 17, South Pinckney Street, and North Pinckney Street.

The protection of these Conservation Values by stewardship, enforcement, and monitoring in perpetuity is set forth in this Easement.

**The protection of the Conservation Values will ensure that the Protected Property will be retained in perpetuity predominantly in its relatively natural and scenic condition for conservation purposes and to prevent any use of the Protected Property that would significantly impair or interfere with the Conservation Values of the Protected Property, while allowing for limited recreational, agricultural, forestry, and other open-space uses of the Protected Property that are compatible with and not destructive of those Conservation Values. It is the intent of the parties that Grantor will not perform, nor knowingly allow others to perform, any act on or affecting the Protected Property that is inconsistent with the Purpose of this Easement. Grantor understands that nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Protected Property imposed by law.**

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, at reasonable times, with reasonable notice, in order to monitor compliance with this 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 or third parties from conducting any activity or use inconsistent with the Purpose;

(D) **Right to Require Restoration.** To require Grantor to restore any Conservation Values damaged by any uses or activities prohibited by this Easement, or any activity or use inconsistent with the Purpose to include third party activities.

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, equine activities, 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 unnecessarily confined to maximize intensive large-scale production; however, non-intensive small-scale farming and/or agricultural uses for the benefit of Grantor, Grantor's family or local agriculture shall be allowed, which may include fences, pens, and similar containment methods. Notwithstanding the above, aquaculture and/or mariculture activities must have **Approval**.

**Agricultural Structure** shall be defined as any building designed to be used or currently used in conjunction with permitted **Agricultural Activities** or **Forest Management Practices**, 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 any activity otherwise permitted through Discretionary Consent as described in Paragraph 9, and as defined in Paragraph 21. The rationale for requiring the **Grantor** to obtain **Approval** is to afford **Grantee** an adequate opportunity to evaluate the proposed activities to confirm if they are designed and will be carried out in a manner that is not inconsistent with the Purpose of this Easement. **Grantor** shall include in the written **Approval** request information identifying the proposed site or activity with reasonable specificity, evidencing conformity with the requirements of the applicable paragraphs under which the right is reserved hereunder, a timetable for the planned exercise of such right, and, when applicable, evidencing conformity with existing land use regulations. When **Approval** from **Grantee** to **Grantor** of **Grantor's** exercise of certain reserved rights is specifically required by the provisions of this Easement, **Grantor** agrees to notify **Grantee** in writing not less than 45 days prior to the exercise of any such right. When **Grantee's Approval** is required, **Grantee** shall grant or withhold its **Approval** in writing within 45 days of receipt of **Grantor's** written request therefor. In the case of withholding of **Approval**, **Grantee** shall notify **Grantor** in writing with reasonable specificity of the reasons for withholding of **Approval**, and the conditions, if any, on which **Approval** might otherwise be given. Failure of **Grantee** to respond in writing within such 45 days shall be deemed to constitute denial by **Grantee** of any such request submitted for **Approval**. A deemed denial shall be treated by all parties as procedural, rather than substantive, and **Grantor** may re-submit the request for **Approval** without prejudice. **Approval** shall be at the sole discretion of the **Grantee** and shall be provided if the activity is not inconsistent with the Purpose of this Easement and shall not be unreasonably withheld. **Approval** does not relieve **Grantor** of the obligation to obtain all other necessary permits, consents, and other approvals.

**Best Management Practices** shall be the Best Management Practices of the South Carolina Forestry Commission or its successor agency, which the parties acknowledge are not required by law but are required by this Easement.

**Building Height** shall be measured, for the purposes of any permitted structure, from ground elevation 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.

**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 or when deemed appropriate by **Grantee** which outlines **Forest Management Practices** on the Protected Property. The **Forest Management Plan** shall be compatible with the terms of this Easement, shall not significantly impair or degrade any of the Conservation Values of the Protected Property at the property level, and shall utilize **Best Management Practices**.

**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 include, but are not limited to, harvesting, thinning, reforestation, competition control, prescribed fire or fire breaks. **Forest Management Practices** shall be compatible with the terms of this Easement, shall not significantly impair or degrade any of the Conservation Values of the Protected Property at the property level, and shall be conducted utilizing **Best Management Practices**.

**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 of record.

**Impervious Surface** shall be defined as a hard surface area which either prevents or significantly retards the entry of water into the soil mantle at a rate significantly lower than that present under natural conditions prior to development. **Impervious Surfaces** can include, but are not limited to, roof tops, walkways, patios and decking, enclosed and unenclosed porches, paved driveways, paved parking lots, covered 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.

**Notice** shall be defined as a written communication, not a request for **Approval**, prior to undertaking a permitted activity, as defined in Paragraph 21. When **Notice** from **Grantor** to **Grantee** of **Grantor's** exercise of certain reserved rights is specifically required by the provisions of this Easement, **Grantor** agrees to notify **Grantee** in writing not less than 45 days prior to the exercise of any such right. 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.

**Recreational Structure** shall be defined as any building designed or used in conjunction with recreational activities on the Protected Property, and shall not include any structure used as a permanent or temporary **Residential Structure**.

**Related Outbuilding** shall be defined as any auxiliary structure customarily used as an accessory to a private **Residential Structure** or **Recreational Structure** in the South Carolina Lowcountry, not including any structure used as a permanent or temporary **Residential Structure** or **Recreational Structure**.

**Request for Approval** shall be defined as a written request by **Grantor** for **Approval** by **Grantee** of a defined activity proposed by the **Grantor**.

**Residential Structure** shall be defined as any dwelling having sleeping quarters, sanitary facilities, and cooking facilities, all three of which must be present, which constitutes temporary or permanent residential use or occupancy on the Protected Property by the **Grantor**, permitted lessee, and guests or employees of the **Grantor** or permitted lessee.

**Significant Tree** shall be defined as any live oak or southern magnolia tree having a diameter at breast height of twenty (20) inches or greater.

**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 permitted creation of a **Subdivided Tract** after the Effective 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 the Bureau of Coastal Management, South Carolina Department of Environmental Services, 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 employing the regulatory standards then in effect for its determination. 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 in its entirety, subject to the specific Restrictions and Limitations of Paragraph 5, which are included to accomplish the Purpose of this Easement stated in Paragraph 1. The **Grantor** shall have the right to all manner of access to and personal use and enjoyment of the grounds of the Protected Property, and the right to undertake activities reasonably necessary to carry out the rights reserved to **Grantor**. 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 Purpose of this Easement stated in Paragraph 1.

**5. Restrictions and Limitations.** **Grantor** will not perform or permit, or will perform or permit only as specified below, the following acts or uses on, over, or under the Protected Property:

(A) **Subdivision.** There shall be no **Subdivision** of the Protected Property. The **Grantor** shall not indirectly or practically divide 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. Notwithstanding the foregoing prohibition on **Subdivision**, **Grantee** may in its sole discretion provide **Approval** of one (1) **Subdivision** if its purpose is to facilitate public park use. Notwithstanding the foregoing limitation, **Grantor** will not be prohibited from entering into timber, farming, grazing, trapping, fishing, and hunting leases on any portion of the Protected Property or the entirety of the Protected Property, so long as any use by a third party is made subject to the limitations set forth in this Easement.

(B) **Structural Limitations.** The construction, enlargement, removal, and replacement of **Residential Structures, Related Outbuildings, Recreational Structures, Agricultural 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 ten thousand (10,000) square feet in the aggregate.

II. No **Residential Structures** or **Related Outbuildings** are permitted.

III. **Recreational Structures** 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). **Grantor** is required to give **Notice** to **Grantee** prior to the construction, enlargement, removal, and replacement of any permitted **Recreational** or **Agricultural Structures**.

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

V. **Recreational Structures** and **Agricultural Structures** shall not exceed thirty-five (35) feet in **Building Height**.

VI. No structure on the Protected Property shall be used as a temporary or permanent dwelling for human beings.

VII. Docks. One (1) dock providing access to existing and future ponds may be constructed, maintained, repaired, improved, removed or replaced, provided it has received and complies with all necessary permits. **Grantor** may submit a **Request for Approval** for additional docks if public access would be thereby enhanced and the Conservation Values would not be materially impaired, in which case **Approval** shall be at **Grantee's** sole discretion.

VIII. Boardwalk. Boardwalks providing access to any part of the Protected Property are permitted if all applicable permits are obtained, and shall not count against the **Impervious Surface** limitations of this Conservation Easement.

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 Purpose of this Easement stated in Paragraph 1.

(C) Buffer. A Buffer area, as shown in Exhibit "B" and in the Baseline Documentation, shall be subject to the following restrictions:

"Setback" Road Buffer. In order to protect the scenic views along Highway 17, South Pinckney Street and North Pinckney Street, there shall be no structures (other than fencing and gates, utility and service lines for any permitted use under the terms of this Easement, boardwalks and paved trails; or any other structures existing at the time of this Easement as documented in the Baseline Documentation, which may be rebuilt, replaced, or repaired as needed), nor new roads on that portion of the Protected Property (except to the minimum extent necessary for public access), within one hundred (100) feet of the established right-of-way along Highway 17, South Pinckney Street and North Pinckney Street. **Grantor** reserves the right to engage in limited **Forest Management Practices** within the "Setback" Road Buffer, and provided there shall be no activities that endanger the health or survival of **Significant Trees** without **Grantee's** prior **Approval**. Clearcutting within the "Setback" Road Buffer is not permitted.

Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance with applicable governmental laws and regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.

(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. Except as specifically provided for in this Easement, there shall be no commercial uses, activities, or structures 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**, recreational fees (such as park entrance fees and park space reservation fees), and goods sold by or events hosted by **Grantor** (such as the **Grantor's** fundraising events, sale of gear, equipment, food/concession, team/supporter apparel), shall not be subject to the limitations set forth in this Paragraph 5(E).

(F) Services. Construction of water wells, septic systems, and utility services is limited to serve the allowed uses in Paragraph 4, subject to the Restrictions and Limitations of Paragraph 5, and subject to all applicable governmental laws and regulations.

Fuel storage tanks are limited to aboveground or underground gaseous (not liquid) fuel storage tanks and/or aboveground liquid fuel storage tanks to serve the allowed uses in Paragraph 4, subject to the Restrictions and Limitations of Paragraph 5, subject to all applicable governmental laws and regulations.

**Grantor** and **Grantee** acknowledge any existing utility easements located on portions of the Protected Property that are described in the Title Commitment included in the Baseline Documentation or are clearly established on the Protected Property.

(G) Roads. Roads shall be limited to those required to facilitate the uses permitted by this Easement, provided there shall be no road constructed or covered with **Impervious Surface**, except roads may have impervious surfaces if, and only to the minimum extent, required by law. Maintenance of roads and roadside ditches shall be limited to standard practices for non-paved roads.

**Grantor** and **Grantee** acknowledge any existing access easements located on portions of the Protected Property that are shown in the Title Commitment included in the Baseline Documentation.

(H) Signs. Signs visible from off of the Protected Property shall be limited to a maximum of fifteen (15) square feet in size, individually. Signs shall be placed so as to minimally impact the scenic view as seen from any public roadway or waterway.

(I) Archeological and Paleontological Excavations. **Grantor** shall give **Notice** to **Grantee** prior to undertaking archeological or paleontological excavation. Any archeological or paleontological 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.

(J) Forestry Uses. A **Forest Management Plan** consistent with the Purpose of this Easement is required for the Protected Property when deemed appropriate by **Grantee**. Forestry Uses are limited to those **Forest Management Practices** defined in the **Forest Management Plan** or as defined by **Best Management Practices**.

Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance with applicable governmental laws and regulations, (i) when it is necessary to salvage timber damaged by natural causes, (ii) when cutting is necessary to prevent further such damage or personal injury, (iii) when a permitted structure is in danger or (iv) when **Best Management Practices** are used to prevent the spread of infestation or disease. **Grantor** and **Grantee** recognize that changes in forest management technologies, including accepted best management practices, may result in an evolution of **Forest Management Practices**. Such evolution shall be permitted so long as it is consistent with the Purpose of this Easement.

(K) Significant Trees. There shall be no activities that endanger the health or survival of **Significant Trees** without **Approval**.

(L) Agricultural Uses. **Agricultural Activities** are restricted to the recommended or accepted practices, currently in use at the time of the activity's 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 Purpose of this Easement.

(M) Pond(s). Ponds shall be limited in size to five (5) acres in the aggregate, shall be subject to prior **Approval** from the **Grantee**, in accordance with the **Grantee's Policy on Pond Enlargement and Construction**, and shall be in compliance with the Purpose as stated in Paragraph 1 and 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), or any other permitted or non-permitted use, is strictly prohibited in accordance with Paragraph 5(F) Commercial Uses and Paragraph 5(Q) Mining. However, any extracted soil, sand, gravel or other materials from enlargement or construction of pond(s) may be used on the Protected Property for improvement or maintenance of roads, development of permitted structures, or any other permitted use, subject to Paragraph 5(S) regarding Topography and Hydrology. Any extracted soil, sand, gravel or other materials from enlargement or construction of pond(s) is prohibited from leaving the Protected Property.

(N) Impoundment(s). **Grantor** reserves the right to create, improve, repair, replace, or maintain new or existing and/or historic wetland impoundments, green tree reservoirs, dikes, ditches, and water control structures, subject to prior **Approval** and all applicable local, state, and federal statutes and regulations.

(O) Mining. Mining and recovery of any oil, gas or minerals is prohibited. Surface alteration or extraction is permitted as may be required on the Protected Property only for uses incidental to uses permitted hereunder, and further provided that any extraction shall be limited and localized within the meaning of the Treasury Regulations at Treas. Reg. § 1.170A-14(g)(4)(i) and not irremediably destructive of the Conservation Values.

(P) Borrow Pits. Digging borrow pits and/or extracting "borrow" material on the Protected Property is prohibited. Grantor reserves the right construct or enlarge ponds pursuant to Paragraph 5(O), where extracted soil, sand, gravel or other materials from enlargement or construction of pond(s) shall remain on the Protected Property.

(Q) Topography and Hydrology. There shall be no adverse material alteration of the topography or hydrology, unless otherwise related to uses permitted in Paragraphs 4 or 5.

(R) Refuse. There shall be no placing of refuse on the Protected Property of vehicle bodies or parts, or refuse not generated on the Protected Property. Temporary piles for collection of refuse generated on the Protected Property established between regular removals are permitted provided such piles do not contain hazardous substances, pollutants, or wastes and do not significantly impair or degrade the Conservation Values of the Protected Property.

(S) Eligibility for Conservation Programs. The **Grantor** reserves the right to participate in federal, state, county, or nongovernmental organization conservation and/or preservation contracts, programs, or leases existing now or permitted in the future for any activity or use permitted on the Protected Property under this Easement, including, but not limited to United States Department of Agriculture Conservation Programs, the United States Fish and Wildlife Service's Partners for Wildlife Program, carbon sequestration, carbon offsets, greenhouse gas credits, endangered species credits, water quality credits, or ground water credits. Any programs entered into by the **Grantor** under this Paragraph must be consistent with the terms of this Easement and any credits generated must be captured as a natural consequence of **Grantor's** exercise or forbearance of the reserved rights permitted by this Easement. **Grantor** shall provide **Notice** prior to exercising the reserved right under this Paragraph.

(T) Right to Lease. Subject to the other provisions of this Easement, **Grantor** reserves the right to lease all or a portion of the Protected Property for any purpose permitted under this Easement, including, but not limited to **Agricultural Activities, Forest Management Practices**, and permitted Commercial Uses.

(U) Wildlife Management. Subject to the specific Restrictions and Limitations in this Easement, **Grantor** shall be entitled to conduct on the Protected Property activities that maintain, improve or enhance natural habitats of fish, wildlife, or plants, or similar ecosystems, including actions taken to (i) protect and restore ecosystems, (ii) control or eliminate non-native or invasive plants and animals, (iii) maintain vegetative riparian buffers, (iv) improve water quality, (v) maintain or enhance forests by use of forest management and enhancement practices permitted by **Best Management Practices** and not otherwise prohibited herein, and (vi) prevent erosion. **Grantor** reserves the right to perform prescribed burning for habitat enhancement purposes in applicable areas of the Protected Property consistent with applicable laws and regulations governing the same. **Grantor** may establish and maintain wildlife fields and food plots. All of the aforementioned activities shall be consistent with the Purpose of this Easement and shall not significantly impair or degrade any of the Conservation Values of the Protected Property.

(V) Recreational Uses. Subject to the specific Restrictions and Limitations in this Easement, **Grantor** shall have the right to engage in and permit others (including, but not limited to guests, business invitees, and licensees) to engage in recreational uses of the Protected Property consistent with the Purpose of this Easement and conducted in a manner that shall not significantly impair or degrade any of the Conservation Values of the Protected Property. Such activities include, but are not limited to fishing, hiking, canoeing and other paddle sports, wildlife observation, basketball, softball, and other active recreational activities.

(W) Adverse or Inconsistent Uses. There shall be no other use or activity that is inconsistent with the Purpose of this Easement as stated in Paragraph 1.

6. Third Party Activities. The **Grantor** shall keep the **Grantee** reasonably informed as to substantial 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 Purpose, 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 21, and may immediately pursue its legal and equitable remedies under this Paragraph 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, or if **Grantor** admits fault, 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, or if **Grantee** admits fault, any costs incurred by **Grantor**, including without limitation **Grantor's** cost of the suit (which includes reasonable attorneys' fees) shall be borne by **Grantee**.

9. Discretionary Consent. If, owing to unforeseen or changed circumstances, any of the uses or activities prohibited under this Easement are deemed desirable by both **Grantor** and **Grantee**, **Grantee** may, in its sole discretion, give **Approval** for such uses or activities, subject to such limitations as it deems necessary or desirable and provided that **Grantee** may give **Approval** only if **Grantee** determines that such activities (i) are consistent with the

Purpose of this Easement and the perpetual protection of the Conservation Values, (ii) 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 and as stated in §1.170A-14(d)(4)(v) of the Treasury Regulations, (iii) will not adversely affect the qualification of this Easement as a “qualified conservation contribution” under any applicable laws, including §§170(h) of the Code or the Act, and (iv) 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. Furthermore, **Grantee** and **Grantor** have no right or power to agree to any use or activity that would result in the termination or extinguishment of this Easement, and any amendment of this Easement will be subject to Paragraph 17 below.

10. **Forbearance is Not a Waiver.** 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.

11. **Grantor’s Environmental Warranty.** The **Grantor** warrants that **Grantor** 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.

12. **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.

13. **Access.** No right of public access to any portion of the Protected Property is conveyed by this Easement.

14. **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 wrongful or negligent activities of the indemnifying party on the Protected Property.

15. **Transfer Fee.** **Grantor** and **Grantee** recognize that the transfer of the Protected Property to a transferee not exempt under Subparagraphs 15(A), (B) and (C) below, will result in an additional burden on **Grantee** associated with its administration, monitoring, and enforcement responsibilities under this Easement. Therefore, concurrently with the close of escrow for each sale or transfer of fee title to the Protected Property, there shall be assessed by the **Grantee** a transfer fee equal to one (1%) percent of the sales price and/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 by either the transferor or transferee, as they shall so determine, to the **Grantee** on the date of the closing of the transfer.

Exemptions from assessment of transfer fee:

- (A) The sale of timber 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") of **Grantor**, or
  - III. To or from a trust whose beneficiaries or presumptive beneficiaries are the **Grantor**, member of **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**, a member of **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.
- (C) If a creditor purchases the Protected Property at a foreclosure sale or takes title to the Protected 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 by **Grantor** at the time of such transfer. Market value of the received 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**.

**Grantor** grants **Grantee** a lien against the Protected Property for all or any part of the transfer fee that is unpaid at the time of the conveyance or assignment triggering the transfer fee. **Grantee's** lien shall be subordinate to this Easement and to the lien of any first mortgage on the Protected Property. **Grantee** shall have the right to record a notice of lien for such unpaid transfer fee. 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.

16. Extinguishment, Condemnation, and Fair Market Value. **Grantor** and **Grantee** agree that the conveyance of this Easement gives rise to a property right, immediately vested in **Grantee** with a fair market value that is at least equal to the proportionate value this Easement as of the Effective Date bears to the unrestricted fair market value of the Protected Property as a whole as of the Effective Date, unless state law provides otherwise. This proportionate value shall remain constant.

If an unexpected change in the conditions surrounding the Protected Property subsequent to the Effective Date makes impossible or impractical the continued use of the Protected Property for the Purpose of this Easement, this Easement can only be terminated or extinguished, whether in whole or in part, through a judicial proceeding. In such case, as required by §1.170A-14(g)(6)(ii) of the Treasury Regulations, on a subsequent sale, exchange, or involuntary conversion of the Protected Property the **Grantee** will be entitled to a portion of the proceeds at least

equal to the proportionate value set forth in the first sentence of this Paragraph 16. 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 proceeds shall be divided between **Grantor** and **Grantee** in the proportion as provided in this Paragraph 16 and §1.170A-14(g)(6)(ii) of the Treasury Regulations.

All proceeds received by **Grantee** pursuant to this Paragraph 16 shall be used in a manner consistent with the **Grantee's** mission. This provision is intended to comply with Code §170(h)(2)(C)'s requirement that this Easement to be granted in perpetuity.

17. Limitations on Amendment. **Grantor** and **Grantee** recognize that natural conditions, landscapes, and technologies change over time (including best practices of open space maintenance techniques), and, in an abundance of caution, have determined, in good faith, to articulate herein the limited parameters of any permissible amendment hereto. The intent of **Grantor** and **Grantee** is that any such amendment would be consistent with and true to the perpetual protection of the Conservation Values, and consistent with the goals and provisions of the South Carolina Code Ann. (1976, as amended) §27-8-10 and the goals and provisions of Section 170(h) of the Code. Further, it may be necessary at some point to amend this Easement in response to changes over time specifically to ensure the perpetual protection of the Conservation Values of the Property. This Paragraph 17 is accordingly carefully limited so as to ensure (i) that the Conservation Values of the Property are protected in perpetuity, (ii) that any amendment shall not in any way impair the perpetual protection of the Conservation Values of the Property, and (iii) that any amendment shall in all respects be consistent with the Purpose of this Easement and the provisions of Section 170(h) of the Code. If an amendment will only affect a portion of the Protected Property encumbered by this Easement, the term **Grantor** shall mean each and all holders of any ownership interest in that portion of the Protected Property. Nothing in this Paragraph 17 shall require **Grantor** or **Grantee** to agree to any amendment or to consult or negotiate regarding any amendment.

This Easement shall be amended only upon the written agreement of **Grantee** and **Grantor**, at **Grantee's** sole and absolute discretion, but only if such amendment: (i) does not constitute private inurement or give rise to an impermissible private benefit under Section 501(c)(3) and other applicable provisions of the Code or SC Code, based on an appraisal of the economic impact of the proposed amendment by an appraiser selected by **Grantee**; (ii) has a neutral or positive effect on the Conservation Values, based on an evaluation of the effect of the proposed amendment on the Conservation Values by an independent qualified person selected by **Grantee**; (iii) is consistent with the Purpose of this Easement and the perpetual protection of the Conservation Values; (iv) does not affect the perpetual nature of this Easement; and (v) complies with the SC Code and Section 170(h) of the Code. No amendment shall be effective unless documented in a notarized writing executed by **Grantee** and **Grantor** and recorded in the Register of Deeds Office for Charleston County, South Carolina. Further, no amendment shall be permitted that does not comply with the provisions of this Paragraph 17 or (i) would involve the removal of any of the Protected Property from the Easement, (ii) would alter or remove the restrictions on assignment of this Easement under the provisions of Paragraph 18, or the provisions on extinguishment, percentage interests, or condemnation under the provisions of Paragraphs 16, or (iii) in any way would cause the provisions of this Paragraph 17 to be less restrictive. All of these requirements and restrictions in this Paragraph 17 must be satisfied. Any amendment that does not comply with the provisions of this Paragraph 17 shall be invalid. In the event **Grantor** and **Grantee** agree to an amendment pursuant to the provisions of this Paragraph 17, a new Baseline Documentation report shall be prepared and shall be acknowledged by **Grantor** and **Grantee** as memorializing the condition of the Protected Property as of the date the amendment is delivered for recording to the Register of Deeds Office for Charleston County, South Carolina.

If **Grantor** is the party requesting an amendment of this Easement, **Grantor** shall be responsible for all reasonable and customary costs related to **Grantee's** evaluation of said request and the amendment's execution and, if applicable, any judicial proceeding related to any such amendment, including reasonable attorney's fees actually incurred and staff, contractor, legal, and consultant costs actually incurred by **Grantee**, and any costs associated with the preparation of the updated Baseline Documentation report prepared pursuant to the provisions of this Paragraph 17.

18. Assignment. The benefits of this Easement shall not be assignable by the **Grantee**, except if as a condition of any assignment, (i) 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 Purpose 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. Any assignment shall be in accordance with the **Grantee's** Policy on Assigning or Becoming a Secondary Conservation Easement Holder and Accepting Transfers or Transferring Conservation Easements on file with the **Grantee**, which may from time to time be amended and/or modified. 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 by a local court of competent jurisdiction 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 South Carolina.

19. No Extinguishment Through Merger. **Grantor** and **Grantee** herein agree that should **Grantee** come to own all or a portion of the fee interest in the Protected Property, (i) **Grantee** as successor in title to **Grantor** shall observe and be bound by the obligations of **Grantor** and the restrictions imposed upon the Protected Property by this Easement; (ii) this Easement shall not be extinguished, in whole or in part, through the doctrine of merger in view of the public interest in its enforcement; and (iii) **Grantee** as promptly as practicable shall assign the **Grantee** interests in this Easement of record to another holder in conformity with the requirements of this Paragraph 19. Any instrument of assignment of this Easement or the rights conveyed herein shall refer to the provisions of this Paragraph 19, and shall contain language necessary to continue it in force. Further, no deed, transfer, or assignment shall be effective if it will result in merger, until a like conservation easement has been granted to avoid merger.

20. 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.

21. Communication. All **Notices**, requests for **Approvals**, and other required communications shall be in writing and received by **Grantee** not less than 45 days prior to the exercising of any such right and either served personally or by (i) United States mail, registered or certified, return receipt requested, postage prepaid, or (ii) recognized overnight delivery service with receipted delivery, or (iii) personal delivery, or (iv) facsimile with confirmed delivery receipt, or (v) electronic mail with confirmation that the email has been delivered and opened, or (vi) any other commercially reasonable means that has a confirmed delivery receipt. In the event that the Protected Property is owned by a trust, business entity, or any common or jointly held ownership, **Grantor** shall provide **Grantee** with written notice of a designated representative, who shall be responsible for the receipt of notices on behalf of **Grantor** hereunder. The consent or approval of, or notice to, the designated representative shall be deemed the consent or approval of, or notice to, the entity or all owners, as the case may be. All such correspondence and communications may be addressed as follows:

If to **Grantor**:  
Town of McClellanville  
405 Pinckney Street  
McClellanville, SC 29458

If to **Grantee**:  
Lowcountry Land Trust, Inc.  
1367 Old Towne Rd  
Charleston, SC 29407  
Attn: President & CEO

or to such other person or place as a party may designate by correspondence as aforesaid. Each party has the responsibility of promptly notifying the other party of the notifying party's current address and other contact information. **Grantor** shall promptly notify **Grantee** of the name, address, and contact information of any transferee

of the Protected Property if **Grantor** conveys the Protected Property. Any communications or Correspondence sent to the last address provided by the addressee party shall be deemed sufficient to provide notice to the addressee party.

22. Recordation. **Grantor** or **Grantee** shall record this instrument in timely fashion in the Register of Deeds 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.

23. Effective Date. **Grantor** and **Grantee** intend that the restrictions arising hereunder take effect on the day and year this Easement is delivered for recording, with a date-stamped copy retained as proof of timely delivery, to the Register of Deeds Office for Charleston County, South Carolina, after all required signatures have been affixed hereto.

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

25. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of this Easement to uphold the Purpose as stated in Paragraph 1. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose that would render the provision valid should be favored over any interpretation that would render it invalid.

26. 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.

27. 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. 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** 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 the right to grant and convey this Easement, that the Protected Property is free and clear of any and all encumbrances, except existing easements of record and prescriptive easements, if any, and except for any exceptions disclosed on the Title Commitment produced by Bevon Law Firm dated January 13, 2025 and included within the Baseline Documentation, and that the **Grantee** 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 as of the Effective Date.

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WITNESSES:

Marlo Mytty  
Marlo Mytty

Marlo Mytty  
Marlo Mytty

GRANTEE:

LOWCOUNTRY LAND TRUST, INC.

By: Matthew

Its: CEO - President

By: Robert

Its: Board of Trustees, Vice Chair

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

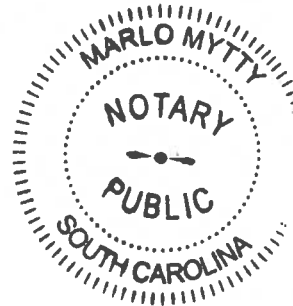
ACKNOWLEDGMENT

The foregoing instrument was acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2025, 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.

Marlo Mytty

(Signature of Notary)  
Notary Public for the State of South Carolina  
My commission expires: AUGUST 3, 2033

Printed Name of Notary: MARLO MYTTY



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**EXHIBIT "A"**  
Legal Description

ALL those certain pieces, parcels or tract of land with any buildings and improvements thereon or to be built thereon, situate, lying and being in the Town of McClellanville, in the County of Charleston, State of South Carolina, shown and designated as TRACT A-1 (0.93 acres, more or less) and TRACT A-2 (6.67 acres, more or less) on a plat entitled "SUBDIVISION PLAT OF TRACT A-3 (21.29 ACRES) GRAHAM'S CORNER, TMS 764-00-00-010 TO CREATE NEW TRACT A-3-A (14.22 ACRES) AND NEW TRACT A-3-B (7.07 ACRES) TOWN OF MCCLELLANVILLE ST. JAMES SANTEE PARISH", recorded on December 30, 2024 in Plat Book L24 at Pages 0482 and 0483 in the ROD Office for Charleston County. Said lots having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

AND

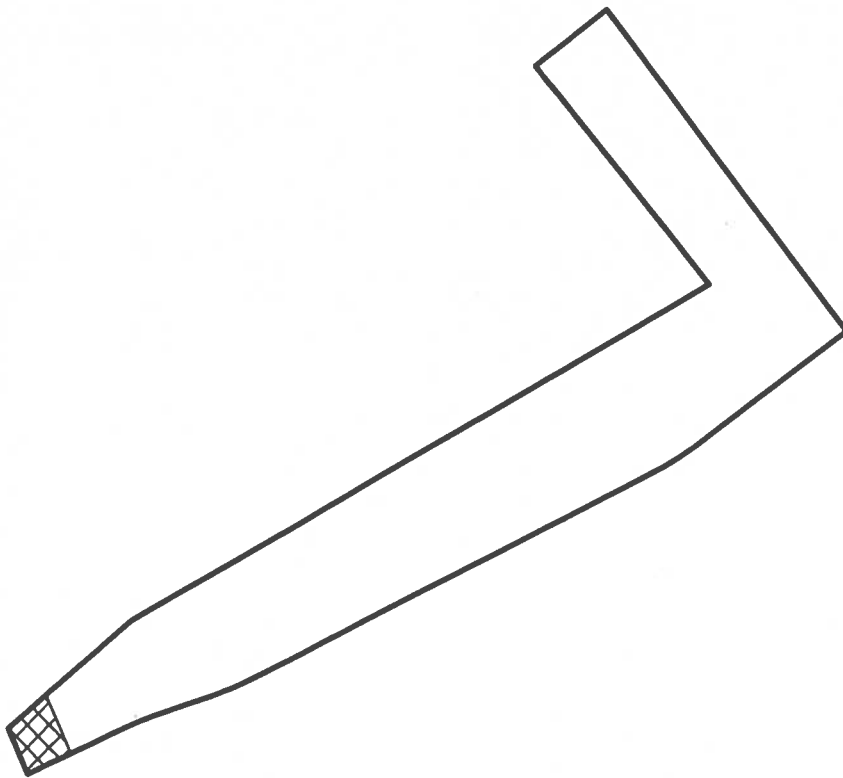
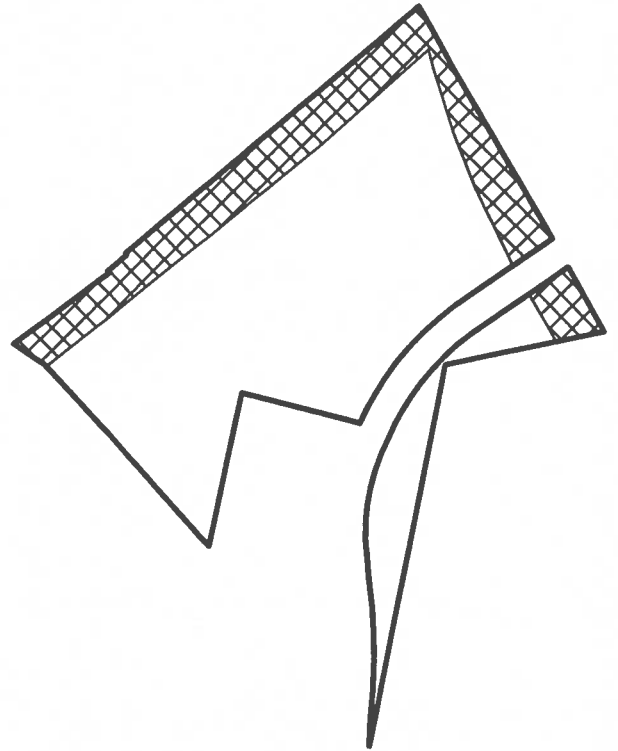
ALL that certain piece, parcel or tract of land with any buildings and improvements thereon or to be built thereon, situate, lying and being in the Town of McClellanville, in the County of Charleston, State of South Carolina, shown and designated as TRACT A-3-B (7.07 acres, more or less) on a plat entitled "PROPERTY LINE ADJUSTMENT PLAT OF TRACT A-3-B (7.07 ACRES) GRAHAM'S CORNER, TMS 764-00-00-574 AND TRACT A-3-A (14.22 ACRES) GRAHAM'S CORNER TMS 764-00-00-573) TOWN OF MCCLELLANVILLE ST. JAMES SANTEE PARISH", recorded on September 3, 2025 in Plat Book L25 at Page 0335 in the ROD Office for Charleston County. Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

**EXHIBIT "B"**  
Depiction of Protected Property

[Attached.]

This map is not a survey and must not be construed as one. The information imparted with this map is meant to assist Lowcountry Land Trust, Inc. in its efforts to clearly depict property boundaries, describe the placement of certain retained, reserved, or excluded rights, and to calculate acreage figures.

**This is Not a Survey.**



0 250 500 750 Feet



 Easement Boundary

 Hwy 17, N Pinckney St, and S Pinckney St Setback (100 ft.)

Jack Alexander | 9/25/2025

## Exhibit B: Carolina Seafood

Created by Lowcountry Land Trust for presentation and depiction purposes only. Boundaries, while approximate, were established using the best available information which may include: surveys, tax maps, GIS calculations, and field mapping using GPS and/or orthophotos. Refer to legal description(s), plat(s), baseline documentation report, and conservation easement for full terms. Boundary from 2024 Charleston County parcel.



# RECORDER'S PAGE



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