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STATE OF SOUTH CAROLINA)

GRANT OF CONSERVATION EASEMENT

COUNTIES OF HAMPTON AND JASPER)

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THIS GRANT OF CONSERVATION EASEMENT is made this 29th day of December, 2011, by TM&P Properties, LLC (hereinafter "**Grantor**"), having an address at 203 Lexington Place Way, Greenville, SC 29615, in favor of the Lowcountry Open Land Trust, Inc. (hereinafter "**Grantee**"), a South Carolina charitable corporation and a publicly supported corporation organized and operated under §501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter the "**Code**") and not a private foundation under Code §509, with a business address at 80 Alexander Street, Charleston, SC 29403.

WHEREAS, **Grantor** is the sole owner in fee simple of certain real property known as "Pleasant Hill East" containing approximately one thousand and forty five (1,045) acres, being TMS #s 093-00-00-006, 093-00-00-023, and 093-00-00-015 (portion of) in Hampton County and TMS #s 016-00-02-062 and 016-00-02-071 in Jasper County, more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein by this reference (hereinafter the "**Protected Property**"); and

WHEREAS, the Protected Property possesses significant ecological and natural resources, water quality protection, open space and scenic value of great importance to **Grantor**, to **Grantee** and to the people of South Carolina and this nation; and

WHEREAS, the protection of the Conservation Values of the Protected Property will yield significant public benefits, as evidenced by its designation as a "Core Critical Area" ("area containing high densities of priority habitats for conservation management and protection") by South Carolina conservation partners in the 1999 South Carolina Landscape Mapping Project; and

WHEREAS, the protection of this property is pursuant to the SC right-to-farm law (SC Code Section 46-45-10) which states in part "The policy of the State is to conserve, protect, and encourage the development and improvement of its agricultural land and facilities for the production of food and other agricultural products"; and

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

WHEREAS, the Protected Property lies within the more than 2 million acres of the South Lowcountry (SoLo) Focus Area featuring diverse ecosystems and a wealth of wildlife, all of which is the focus of a consortium of private landowners, conservation groups, and federal and state agencies, working to protect and enhance the region's natural resources and traditional commercial, agricultural, and recreational uses; and

WHEREAS, the land ownership patterns within the South Lowcountry Focus Area are unique, being relatively unfragmented, with private plantations from several hundreds to thousands of acres, of which the majority emphasize wildlife and forest management, providing a tremendous benefit to habitat protection; and

WHEREAS, more specifically, the Protected Property lies within the Savannah River Preserve, a sub-region of the South Lowcountry Focus Area, in which a large conservation program is in effect, bringing local landowners together in an effort to preserve the landscape and its traditional rural uses; and

WHEREAS, more specifically, the Protected Property lies within the Sub-basin of the Lower Savannah River, and is in close proximity to other protected lands within this Sub-basin including a conglomerate of properties spanning approximately 50,000 contiguous acres to and along the Savannah River and protected in parts by Lowcountry Open Land Trust, The Nature Conservancy, Ducks Unlimited, and South Carolina Department of Natural Resources; and

WHEREAS, this high density of protected lands provides significant cumulative open space and habitat benefits, as well as surface and groundwater quality; and

Pleasant Hill East
Conservation Easement

RECORDED THIS 3 DAY
OF January
IN BOOK 7 PAGE 247
Jessica Hill Williams
AUDITOR HAMPTON COUNTY, S.C.

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ANDERSON & BROWN

WHEREAS, the Protected Property is situated on and prominently visible by the public from Tin Cup Road, having approximately 2,000 feet of scenic road frontage, and is situated on and prominently visible by the public from US Highway 601, having approximately 4,000 feet of scenic road frontage, and is situated on and prominently visible by the public from Tye Branch Road, having approximately 4,500 feet of scenic road frontage; and

WHEREAS, the Protected Property has a diversity of relatively natural habitats including natural pine forest, planted pine stands, open fields, mixed upland forest, forested and non-forested wetlands, 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, ground-nesting birds and waterfowl; and also including feeding, breeding and resting areas for native small and large game and non-game mammals; and

WHEREAS, the Protected Property contains forested wetlands, which function to improve water quality by providing for nutrient uptake and sediment deposition from runoff draining from upstream lands, and also provide many wildlife habitat components such as breeding grounds, nesting sites and other critical habitat for a variety of wildlife species as well as the unique habitat requirements of many threatened and endangered plants and animals; and

WHEREAS, specifically, the Protected Property contains habitat with the potential to support threatened or endangered species and species of concern which have known or highly possible occurrences in Jasper or Hampton Counties including but not limited to the Bachman's Sparrow (*Aimophila aestivalis*), Flatwoods Salamander (*Ambystoma cingulatum*), Spotted Turtle (*Clemmys guttata*), Eastern Diamondback Rattlesnake (*Crotalus adamanteus*), Gopher Tortoise (*Gopherus polyphemus*), Bald Eagle (*Haliaeetus leucocephalus*), Eastern Woodrat (*Neotoma floridana*), Mimic Glass Lizard (*Ophisaurus mimicus*), Red-Cockaded Woodpecker (*Picoides borealis*), Florida Pine Snake (*Pituophis melanoleucus mugitus*), Gulf Coast Mud Salamander (*Pseudotriton montanus flavissimus*), Eastern Fox Squirrel (*Sciurus niger*), Northern Yellow Bat (*Lasiurus intermedius*), Rafinesque's Big-Eared Bat (*Corynorhinus rafinesquii*) and Southern Hognose Snake (*Heterodon simus*); and

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

WHEREAS, in particular, the Protected Property in its existing relatively natural condition contributes very little nonpoint source pollution to the nearby creeks and waterways due to the amount of vegetation, wetlands that provide for nutrient uptake and sediment deposition, as well as the limited amount of impervious surface, which reduces sources of pollution and nutrient loading; and

WHEREAS, the Protected Property has been traditionally managed for sustainable timber resources, wildlife habitat, outdoor recreational activities, and agriculture; and

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

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

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

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

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

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

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

WHEREAS, **Grantor** intends to preserve and protect the Conservation Values, as defined below, in perpetuity; and

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

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

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

(A) To protect and preserve the Conservation Values, in perpetuity, which are defined as follows:

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

(II) Preservation of open space (including farmland and forest land) within the meaning of Code §170(h)(4)(A)(iii)(I) for the scenic enjoyment of the general public which will yield a significant

public benefit, including the opportunities for scenic enjoyment and the public benefits described in the recitals to this Easement; and

(III) Preservation of open space (including farmland and forest land) within the meaning of Code §170(h)(4)(A)(iii)(II) pursuant to clearly delineated Federal, state, or local governmental conservation policies which will yield a significant public benefit, including the policies and public benefits described in the recitals to this Easement; and

(B) To prevent any use or activity that will significantly impair the Conservation Values, subject to the rights and privileges reserved below by **Grantor**; and

(C) To allow the continuation of historic and traditional uses and activities as well as limited new uses that would not significantly impair or degrade the Conservation Values.

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

(A) **Right of Visual Access.** To have visual access to the Protected Property, provided that such right shall not be construed to permit general public access over or upon the Protected Property;

(B) **Right to Monitor.** To enter upon the Protected Property in a reasonable manner, at reasonable times, with reasonable notice, in order to monitor compliance with the Easement and to further document natural and manmade features of the Protected Property. The **Grantee** shall limit entry to annual visits (after completion of the Baseline Documentation) unless the **Grantee** has reason to believe there is a violation of the terms of this Easement. **Grantee** shall not unreasonably interfere with **Grantor's** quiet use and enjoyment of the Protected Property;

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

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

(E) **Right of Discretionary Consent.** If, owing to unforeseen circumstances, any of the uses or activities prohibited under this Easement are deemed desirable by both the **Grantor** and the **Grantee**, the **Grantee** may, in its sole discretion, give permission for such activities, subject to such limitations as it deems necessary or desirable and provided that:

I. The activities will not adversely affect the qualification of this Easement as a "qualified conservation contribution" under any applicable laws, including §§170(h) and 2031(c) of the Code or the Act.

II. The activities will not adversely affect the "tax exempt" status of the **Grantee** under any applicable laws, including §501(c)(3) of the Code and Treasury Regulations promulgated thereunder.

III. The activities will not adversely affect the Conservation Values.

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

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

Agricultural Activities shall be defined as activities directly related to the production of plant or animal products on the Protected Property, including crop production, animal husbandry, floriculture and

horticulture, in a manner that preserves the long-term productivity of the soil. Permitted activities shall not include **Feedlots**, intensive livestock production facilities nor any type of large-scale operation where animals are confined. Notwithstanding the above, aquaculture and/or mariculture activities must have **Approval**.

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

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

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, on file with the **Grantee** and agreed upon by both **Grantor** and **Grantee**, which outlines **Forest Management Practices** on the Protected Property.

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

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

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

Impervious Surface shall be defined as a hard surface area which either prevents or significantly retards the entry of water into the soil mantle at a rate 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, prior to undertaking a permitted activity, as defined in Paragraph 19.

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

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

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

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

Significant Tree shall be defined as any cypress, live oak, or magnolia tree having a diameter at breast height of eighteen (18) inches or greater.

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

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

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

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

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

(A) **Subdivision.** The Protected Property is currently composed of five (5) tracts, which are TMS #s 093-00-00-023, 093-00-00-006 and 093-00-00-015 (portion of) in Hampton County and TMS #s 016-00-02-062 and 016-00-02-071 in Jasper County. **Subdivision** is limited to the reconfiguration and division of the property into a maximum of two (2) **Subdivided Tracts**. The configuration of each such **Subdivided Tract** shall be at the **Grantor's** discretion. **Grantor** shall allocate Reserved Rights among such **Subdivided Tracts** at the time of each **Subdivision** with such allocation being specifically described and noted in the deed transferring ownership of any **Subdivided Tract**. **Grantor** shall give **Notice** to **Grantee** of any reconfiguration of a **Subdivided Tract**. Following a reconfiguration of a **Subdivided Tract**, the **Grantor** may, at any time, abandon or modify the

reconfiguration and reconfigure the Protected Property into two (2) or fewer **Subdivided Tracts**. The **Grantor** shall not indirectly subdivide all or any part of the Protected Property through the allocation of property rights among partners, shareholders or members of any successor entity, the creation of a horizontal property regime, leasing or any other means.

(B) Structural Limitations. The construction, enlargement, removal and replacement of **Residential Structures** and all other structures are subject to the following limitations:

I. **Total Impervious Surface** on the Protected Property shall not exceed a maximum of one hundred thousand (100,000) square feet in the aggregate.

II. No **Residential Structure, Related Outbuilding, or Agricultural Structure** shall exceed thirty-five (35) feet in **Building Height**.

III. **Residential Structures** shall be limited to four (4) such structures.

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

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

VI. Docks. Docks providing access to permitted interior ponds or impoundments may be constructed, maintained, repaired, improved, removed or replaced.

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

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

VIII. Boardwalks. Boardwalks sited within any freshwater **Wetlands** may be constructed, maintained, repaired, improved, removed or replaced, provided they shall be limited to walkways no wider than four (4) feet and associated observation platforms with a maximum of one thousand (1,000) square feet in the aggregate. There shall be minimal adverse impact to the freshwater **Wetlands** during construction.

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

Tin Cup Road Buffer and US Highway 601 Buffer and Tye Branch Road Buffer. In order to protect the scenic view by the public along the adjacent roadways and to provide an aesthetic and ecological transition zone along such roadways, there shall be no **Impervious Surface** or structures (other than mailboxes, fencing and gates, and utility and service lines for any permitted use under the terms of this easement), nor new roads (other than as necessary to access the permitted **Subdivided Tracts** or as necessary for permitted **Forest Management Practices**), on that portion of the Protected Property within three hundred (300) feet of the legal or established right-of-way along Tin Cup Road, US Highway 601 and/or Tye Branch Road.

Grantor and **Grantee** acknowledge the existing utility lines along Tin Cup Road and Tye Branch Road, as well as the existing utility lines along US Highway 601 and associated easement in favor of South Carolina Electric and Gas Company dated November 27, 1956 and recorded December 15, 1956 in the office of the Clerk of Court for Hampton County, SC in Deed Book 47 at Page 363 and recorded December 19, 1956 in the office of the Clerk of Court for Jasper County, SC in Deed Book 36 at Page 173.

(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, and no enlargement of any existing use by any easement holder shall be permitted if that use is in conjunction with any industrial uses or activities not permitted in this Easement.

(E) Commercial Uses. There shall be no commercial uses, activities or structures, other than home-based business, without prior **Approval** by the **Grantee**. No right of passage across or upon the Protected Property shall be allowed or granted if that right of passage is used in conjunction with any commercial uses or activities not permitted in this Easement, and no enlargement of any existing use by any easement holder shall be permitted if that use is in conjunction with any commercial uses or activities not permitted in this Easement. For the purposes of this Easement, **Agricultural Activities** and **Forest Management Practices** shall not be considered commercial uses.

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

Fuel storage tanks are limited to aboveground or underground gas fuel (not liquid) storage tanks and above ground liquid fuel storage tanks to serve the allowed uses in Paragraph 4, subject to the Restrictions and Limitations of Paragraph 5, and subject to all applicable federal, state, and local laws and regulations.

Grantor and **Grantee** acknowledge the existing utility lines along Tin Cup Road and Tye Branch Road, as well as the existing utility lines along US Highway 601 and associated easement in favor of South Carolina Electric and Gas Company dated November 27, 1956 and recorded December 15, 1956 in the office of the Clerk of Court for Hampton County, SC in Deed Book 47 at Page 363 and recorded December 19, 1956 in the office of the Clerk of Court for Jasper County, SC in Deed Book 36 at Page 173.

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

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

(I) Lighting. There shall be no exterior lighting of which the light source is visible from off the Protected Property at ground level; lights shall employ an opaque shield so as to prevent direct visibility of the light source from off the Protected Property. The purpose of this provision is to allow lighting on the property for safety and security and to minimize the impact of lighting on the relatively natural and scenic views of the Protected Property.

(J) Signs. Signs shall be limited to a maximum of eight (8) 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.

(K) Archeological and Paleontological Digs; Artifacts and Fossils. 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. All artifacts or fossils located on the Protected Property must be preserved and retained on the Protected Property or contributed to a recognized and accredited museum or educational institution. The sale of artifacts or fossils is prohibited.

(L) Forestry Uses. A **Forest Management Plan** is required for the Protected Property when deemed appropriate by the **Grantee**, and Forestry Uses are limited to those **Forest Management Practices** defined in the **Forest Management Plan**. Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance

with applicable municipal, county, state, and federal regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.

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

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

(O) Pond(s). Enlargement of existing Pond(s) and construction of new Pond(s) shall be limited in size to ten (10) acres in the aggregate, shall be subject to prior written **Approval** from the **Grantee** and shall be in compliance with all applicable local, state and federal statutes and regulations. The sale of extracted soil, sand, gravel or other materials produced in connection with the enlargement or construction of Pond(s) is strictly prohibited in accordance with Paragraph 5(E) Commercial Uses and Paragraph 5(Q) Mining. **Approval** shall be given in the sole discretion of the **Grantee** in accordance with the **Grantee's Policy on Pond Enlargement and Construction** and all proposed activities must comply with the Purposes as outlined in Paragraph 1.

(P) 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 **Approval** and all applicable local, state and federal statutes and regulations. Impoundments are recognized by the **Grantor** and **Grantee** as beneficial to waterfowl and other wetland dependent plants and animals.

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

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

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

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

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

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

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

If **Grantee**, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, **Grantee** shall give immediate notice of the circumstances to **Grantor**, as described in Paragraph 19, and may immediately pursue its legal and equitable remedies under this Paragraph without waiting for the period provided for cure to expire. **Grantor** agrees that if such emergency arises, **Grantee** may obtain injunctive relief without the necessity of posting a bond.

Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement. **Grantor** agrees that if **Grantee's** remedies at law for any violation of the terms of this Easement are inadequate, the **Grantee** shall be entitled to seek the injunctive relief described in this Paragraph, both prohibitive and mandatory in addition to such other relief to which **Grantee** may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, and without the necessity of posting a bond. **Grantee's** remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

8. **Costs of Enforcement.** If **Grantee** prevails in any action to enforce the terms of this Easement, any costs incurred by **Grantee** in enforcing the terms of this Easement against **Grantor**, including without limitation, costs of suit (which includes reasonable attorneys' fees), and any reasonable costs of restoration necessitated by **Grantor's** violation of the terms of this Easement, shall be borne by **Grantor**. If **Grantor** prevails in any action to enforce the terms of this Easement, any costs incurred by **Grantor**, including **Grantor's** cost of the suit (which includes reasonable attorneys' fees) shall be borne by **Grantee**.

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

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

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

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

13. Costs, Liabilities, and Taxes. **Grantor** retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including, but not limited to, clean up or remediation costs due to chemical contamination and payment of taxes. Furthermore, if the **Grantor** maintains general liability insurance coverage for the Protected Property, **Grantor** will be responsible for such costs.

Each party agrees to release, hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of wrongful or negligent activities of the indemnifying party on the Protected Property.

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

Exemptions from assessment of transfer fee:

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

An exchange of properties pursuant to Code §1031, or similar statute, shall be deemed to be for consideration based on the market value of the property plus boot, if applicable, received at the time of such transfer. Market value of the Protected Property shall be determined by agreement of the **Grantor** and the **Grantee**, or in the absence of such agreement by a Member Appraisal Institute (MAI) appraiser selected by the **Grantee**, whose appraisal fee shall be paid by the **Grantee**.

In the event of non-payment of such transfer fee, **Grantee** shall have the right to file a lien for such unpaid transfer fees which shall be a lien on the Protected Property but which lien shall be subordinate to this Easement and to the lien of any first mortgage on the Protected Property. Any such lien may be enforced and/or foreclosed in accordance with the laws of the State of South Carolina. **Grantee** may require the **Grantor** and/or any subsequent purchaser to provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, copies of deeds or other such evidence.

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

If all or a part of the Protected Property is taken by exercise of the power of eminent domain, **Grantor** and **Grantee** shall be respectively entitled to compensation in accordance with applicable law and as provided in this Paragraph. **Grantor** and **Grantee** shall divide the net proceeds after the payment of all expenses of the condemnation (minus any amount attributable to the value of improvements made after the date of grant of this Easement and allowed under this Easement, which amount shall be reserved to **Grantor**) in accordance to the ratio of the appraised value of this Easement to the unrestricted fair market value of the Protected Property established as of the date donated.

For the purpose of the above Paragraphs, the parties hereto stipulate that the value of this Easement and the value of the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. The percentage interests shall be determined by the ratio of the value of the Easement to the value of the Protected Property, without reduction for the value of the Easement. All such proceeds received by **Grantee** shall be used in a manner consistent with **Grantee's** mission. This provision is not intended to violate the provision required by Code §170(h)(2)(C) that requires the Easement to be granted in perpetuity.

16. **Limitations on Amendment.** If unforeseen circumstances arise, including any change or modification to state or federal laws or regulations especially as they relate to the Code, under which an amendment to, or modification of, this Easement would be appropriate to clarify any ambiguities or to maintain or enhance the Conservation Values, **Grantor** and **Grantee** may, by mutual written agreement, jointly amend this Easement; provided that no amendment shall be allowed that will adversely affect the eligibility of this Easement as a "qualified conservation contribution" under any applicable laws, including §§170(h) and 2031(c) of the Code. No amendment shall be allowed which would adversely affect the "tax exempt" status of the **Grantee** under any applicable laws, including §501(c)(3) of the Code and Treasury Regulations promulgated thereunder. Any such amendment shall be consistent with the purposes of this Easement, shall not affect its perpetual duration, shall not permit additional development or improvements that would interfere with the essential scenic quality of the land or with any governmental conservation policy that is being furthered by this Easement donation (if applicable) and as stated in §1.170A-14(d)(4)(v) of the Treasury Regulations, shall not permit any impairment of the Conservation Values, and shall be in accordance with the **Grantee's Policy on Amending and Restating Conservation Easements**. **Grantor** and **Grantee** agree to reasonable consideration of any such proposed amendment, however, neither **Grantor** nor **Grantee** shall be bound to agree to any amendment. Any such amendment shall be recorded in the official land records of Hampton County, South Carolina and Jasper County, South Carolina.

17. **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 Purposes and the resources to enforce the restrictions contained herein, and (iii) if the assignee, at the time of assignment, qualifies under §170(h) of the Code, and applicable Treasury Regulations promulgated thereunder, and under State of South Carolina law as an eligible donee to receive this Easement directly. In the event that **Grantee** ceases to exist or exists but no longer as a tax-exempt, nonprofit corporation, qualified under §§501(c)(3) and 170(h)(3) and not a private foundation under

§509(a) of the Code, then this Easement shall be assigned to a tax-exempt, nonprofit organization, qualified under §§501(c)(3) and 170(h)(3) and not a private foundation under §509(a) of the Code, which has a mission of protecting open lands or natural resources in the South Carolina Lowcountry.

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

19. **Communication.** All **Notices**, demands, requests, consents, **Approvals**, and other similar communications required or permitted to be given hereunder (individually or collectively "Correspondence") shall be deemed sufficiently given or rendered only if in writing and sent by a nationally recognized overnight courier with delivery restricted to addressee or sent by United States Postal Service first class certified mail, postage prepaid, return receipt requested, documented by appropriate proof of delivery,. If in the discretion of **Grantee** emergency circumstances exist that warrant immediate action, transmission of Correspondence may be made by electronic mail or facsimile in addition to the means previously described in an effort to inform the **Grantor** immediately of such circumstances. Monitoring reports and communications that do not deal with formal requirements under the terms of this Easement may be communicated by United States Postal Service first class mail. All such Correspondence and communications shall be addressed as follows:

If to Grantor :	TM & P Properties, LLC 203 Lexington Place Way Greenville, SC 29615
If to Grantor's Attorney :	Kevin A. Brown Anderson & Brown, LLC 807 First Street West Post Office Box 576 Hampton, SC 29924
If to Grantee :	Lowcountry Open Land Trust, Inc. 80 Alexander Street Charleston, SC 29403 Attn: Executive Director

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

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

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

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

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

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

25. Entire Agreement. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to, the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Protected Property. 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 good 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 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 on the day and year first above written.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

WITNESSES:

Lisa Shealy
Pen Hay

GRANTOR:

TM&P PROPERTIES, LLC

By:

P. P. Westmoreland
Its: manager

STATE OF SOUTH CAROLINA)

COUNTY OF Charleston)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this 29th day of December, 2011, before me the undersigned Notary, and I do hereby certify that the above named **Grantor** by Patricia P. Westmoreland, its Manager, personally appeared before me and acknowledged the due execution of the foregoing instrument.



(Signature of Notary)

Notary Public for the State of South Carolina

My commission expires: 4/19/17

WITNESSES:

Lisa Shealy
Pen Hay
Lisa Shealy
Pen Hay

GRANTEE:

LOWCOUNTRY OPEN LAND TRUST, INC.

By:

[Signature]
Its: President

And:

W. Caplan (name)
Its: Secretary

STATE OF SOUTH CAROLINA)

COUNTY OF Charleston)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this 29th day of December, 2011, before me the undersigned Notary, and I do hereby certify that the above named duly authorized officers of the **Grantee** personally appeared before me and acknowledged the due execution of the foregoing instrument.



(Signature of Notary)

Notary Public for the State of South Carolina

My commission expires: 4/19/17

EXHIBIT A

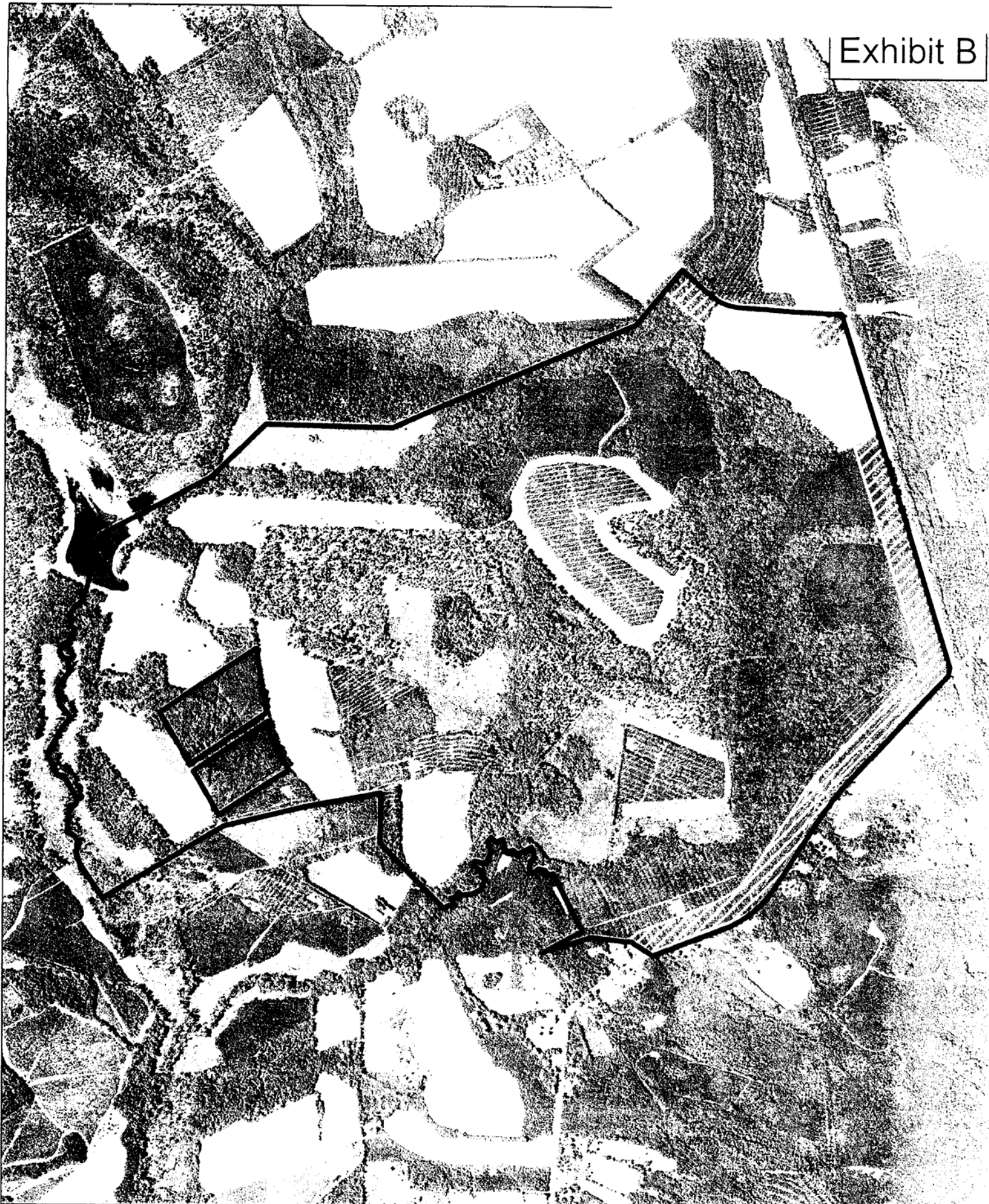
Legal Description and Derivation of Protected Property

All that certain piece, parcel or tract of land, situate, lying and being in the Counties of Hampton and Jasper, State of South Carolina shown as East Tract 1 containing 1,033.45 acres and East Tract 2 containing 11.94 acres on a plat prepared for Peeples Family Limited Partnership by Thomas G. Stanley, Jr. PLS #18269 dated October 6, 2010 and recorded in the office of the Clerk for Hampton County in Plat Cabinet A, Slide 138 at page 7 and in the office of the Register of Deeds for Jasper County in Plat Book 32 at page 367. This plat is incorporated into and made a part of this description by reference. For further description as to course, distances, metes, and bounds reference is made to the plat.



Hampton County: 093-00-00-023, 093-00-00-006 and 093-00-00-015 pt. of
Jasper County: 016-00-02-062; 016-00-02-071

This is a portion of the property conveyed to Scotia Farms, LP, TM&P Properties, LLC and BPB Properties, LLC by deed of Peeples Family Limited Partnership dated December 29, 2010 and recorded on December 30, 2010 in the office of the Clerk of Court for Hampton County in Deed Book 369 at page 46 and recorded on April 7, 2011 in the office of the Register of Deeds for Jasper County in Deed Book 806 at page 363 and a portion of the property conveyed to TM&P Properties, LLC by deed of Scotia Farms, LP et al. dated June 28, 2011 and recorded July 8, 2011 in the office of the Clerk of Court for Hampton County, SC in Deed Book 374 page 313 and in Jasper County in Deed Book 811 at page 269, and the same property conveyed to TM&P Properties, LLC by deed of Robert L. Farmer dated December 27, 2011 and recorded December 28, 2011 in the office of the Clerk of Court for Hampton County, SC in Deed Book 379 at page 324.

Grantee's Address: 80 Alexander Street
Charleston, SC 29403

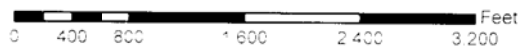


Legend

-  Easement Boundary
-  Road/Hwy Buffer (300 ft)



Pleasant Hill East
2011 NAIP Aerial Photograph



Lowcountry Open Land Trust
80 Alexander Street, Charleston, SC 29403
(843) 577-6510

Map produced by LOLT. Please refer to ega description survey, & Hamilton Co TMS #s 090-00-006-016 et al & 023 and Jasper Co TMS #s 018-00-000-020 & 071 for more detailed data.