TULIFINNY ACRES

YEMASSEE

Nearly 400 upland acres conveniently located off I-95 in Yemassee, SC, between the historic cities of Savannah and Charleston, and between the conservation districts of the Savannah River Preserve and the ACE Basin. Tulifinny Acres resides in a neighborhood of other protected properties, including Gregorie Neck, Mackay Point and the State's new 12,000-acre wildlife management area — the Coosawhatchie WMA. This exceptional tract offers mature pine forest and 1.9 miles of frontage along the serene Tulifinny River, making it a prime candidate for recreational use. It has an existing road system and relatively mature timber - including a few magnificent live oaks. A conservation easement ensures the property's ecological value while allowing for thoughtful development. Permitted improvements include the construction of two new residential structures, a dock, a boat landing, and up to 25 acres of new ponds, providing flexibility for a variety of uses.

PROPERTY

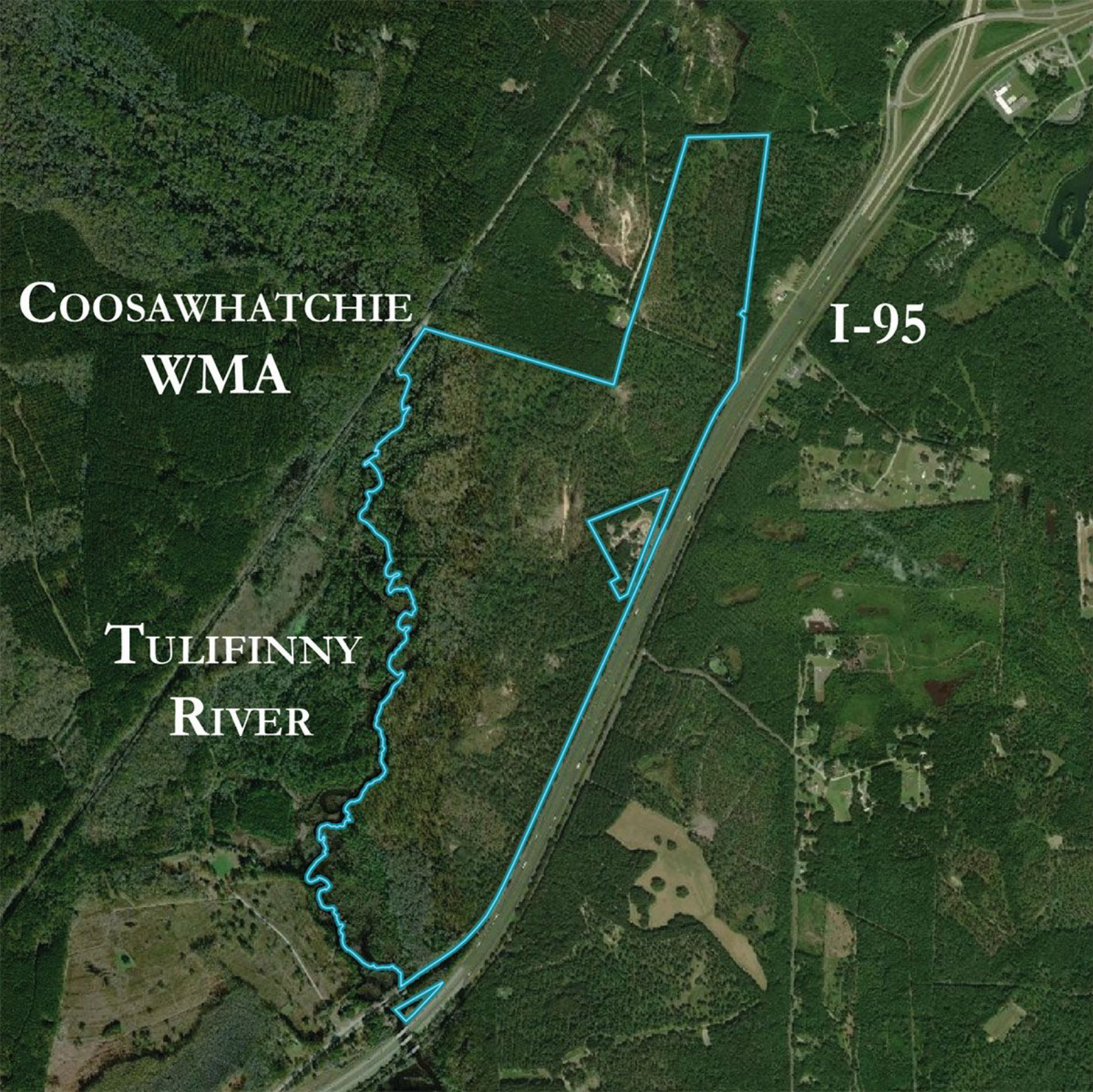
393± Upland Acres | 480.21 Total Acres
1.9 Miles of Frontage on the Tulifinny River
Mature Pine Forest with Live Oaks
Road System, Multiple Gated Entrances

LOCATION

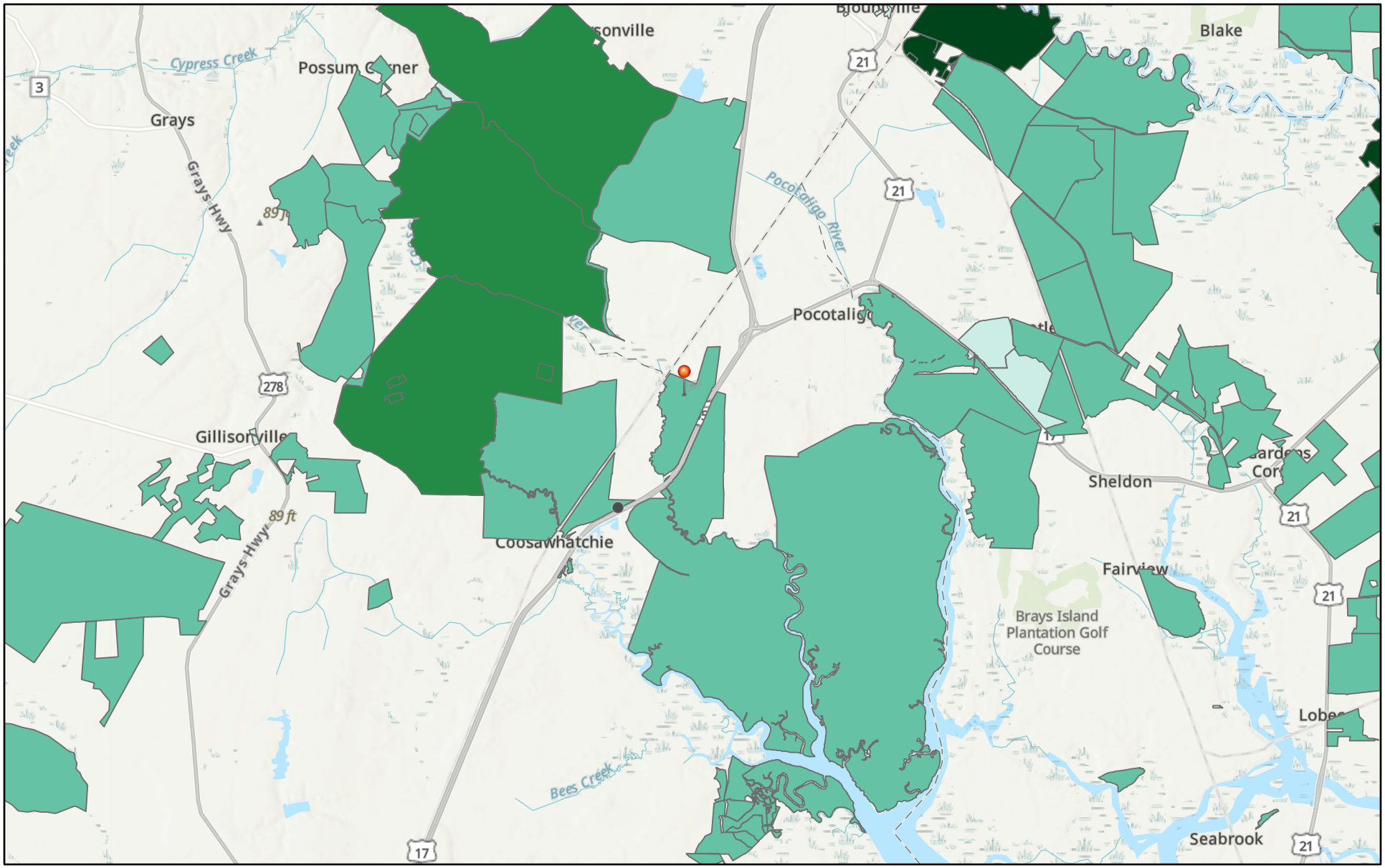
Located off the I-95 Frontage Road
Jasper County
42 Miles from Savannah, 66 Miles from Charleston
Portion of Tax Map: 087-00-09-022

AVAILABLE FOR $1,950,000

Charles G. Lane & Huger Sinkler II | 843.722.2642 | hflcharleston.com


COOSAWHATCHIE
WMA
I-95
TULIFINNY
RIVER

Protected Properties Surrounding Gregorie Neck Tract 1



1/8/2025, 1:51:33 PM

1:144,448

0 1 2 4 mi

0 1.5 3 6 km

Override 1

SC Conserved Lands - Public View

Private

State

Federal

Local Government

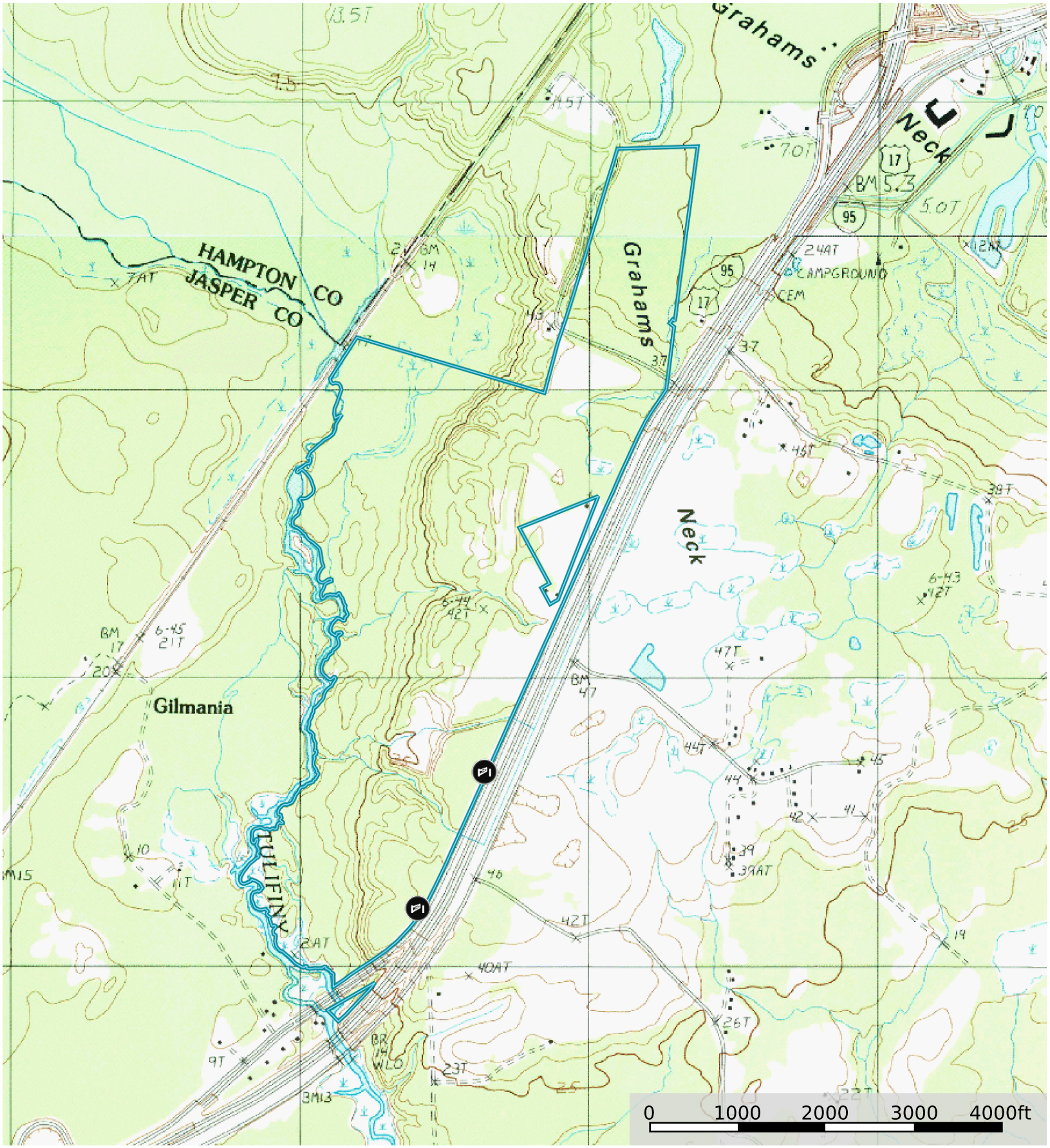
Esri, NASA, NGA, USGS, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS

ArcGIS Web AppBuilder

Esri, NASA, NGA, USGS | Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS | Imagery collected in 2020 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator

Gregorie Neck Tract 1

Jasper County, South Carolina, 480 AC +/-



Gate

Boundary

The information contained herein was obtained from sources deemed to be reliable.
Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.

TYPE OF SURVEY:	BOUNDARY		
DATE OF SURVEY:	06/2024		
SURVEY FOR:	TNC		
FIELD BOOK:	#	DATE DRAWN:	07/10/2024
SHEET 1 OF 1		DRAWN BY:	JEL
PROJECT PATH:	SEAS-MEMPHIS		
SEAS PROJECT No.:	24-518		
© COPYRIGHT SEAS 2024			

Survey Datum:

1. The horizontal datum is based on the South Carolina State Plane Coordinate System (NAD1983)

2. The vertical datum is based on the NAVD88 vertical datum

3. The distance units are International Feet.

GRAPHIC SCALE
1" = 500

Parcel Line Table		
Line #	Length	Direction
L1	564.52	N17°14'12"E
L2	212.74	N17°04'56"E
L3	330.25	N17°24'31"E
L4	1113.34	N16°22'17"E
L5	597.53	N15°56'46"E
L6	909.29	N87°19'05"E
L7	17.28	S87°25'12"E
L8	223.30	S34°13'52"W
L9	570.97	S55°14'23"W
L10	105.19	N1°44'22"W
L11	41.35	N41°26'00"W
L12	45.19	N64°29'27"W
L13	48.23	N87°44'55"W
L14	119.22	S83°55'57"W
L15	153.40	N78°23'43"W
L16	154.99	N46°15'34"W
L17	95.78	N54°53'46"W
L18	78.67	N48°58'54"W
L19	97.74	N20°18'22"W
L20	198.87	N9°43'29"W

Parcel Line Table		
Line #	Length	Direction
L21	102.83	N30°15'25"W
L22	143.91	N63°54'48"W
L23	125.64	N18°45'07"W
L24	22.47	N4°49'57"W
L25	34.11	N11°38'30"E
L26	24.01	N38°34'29"E
L27	66.59	N79°07'02"E
L28	24.89	N41°03'05"E
L29	29.35	N4°02'03"E
L30	30.50	N15°02'40"W
L31	20.23	N42°13'09"W
L32	32.33	N63°25'00"W
L33	24.35	N85°07'54"W
L34	53.08	S73°01'17"W
L35	65.97	S53°17'34"W
L36	28.71	N87°36'44"W
L37	42.39	N43°00'08"W
L38	24.73	N14°30'37"W
L39	39.46	N2°04'34"W
L40	142.72	N32°28'38"E

Parcel Line Table		
Line #	Length	Direction
L41	125.87	N52°58'59"E
L42	101.34	N22°04'31"E
L43	34.87	N7°27'24"W
L44	82.79	N44°08'07"W
L45	70.27	N19°45'12"W
L46	65.50	N7°32'57"W
L47	35.15	N22°09'05"E
L48	43.33	N56°24'43"E
L49	70.70	S80°34'48"E
L50	52.52	S69°03'20"E
L51	85.48	N81°18'31"E
L52	65.29	N64°57'09"E
L53	47.65	N17°04'08"E
L54	103.32	N15°09'35"W
L55	122.89	N34°21'34"E
L56	45.91	N85°41'49"E
L57	60.71	N50°57'47"E
L58	110.67	N37°30'51"E
L59	54.07	N29°51'00"E
L60	107.66	N56°03'38"E

Parcel Line Table		
Line #	Length	Direction
L61	60.54	N65°27'31"E
L62	84.69	N45°19'44"E
L63	49.59	N3°47'20"E
L64	97.56	N20°39'36"W
L65	40.47	N0°14'37"W
L66	58.12	N12°49'58"E
L67	134.56	N1°27'57"W
L68	112.34	N7°55'31"W
L69	46.68	N35°22'11"W
L70	48.72	N52°17'55"W
L71	32.81	N16°08'23"W
L72	26.65	N14°12'21"E
L73	224.66	N25°50'26"E
L74	55.23	N3°45'06"W
L75	40.84	N10°41'07"E
L76	32.76	N37°56'00"E
L77	162.93	N59°57'20"E
L78	38.57	N29°22'28"E
L79	41.55	N29°23'04"W
L80	112.14	N52°39'04"W

Parcel Line Table		
Line #	Length	Direction
L81	62.59	N17°16'30"W
L82	71.74	N9°26'09"E
L83	114.46	N36°19'19"E
L84	147.88	N47°43'00"E
L85	22.95	N25°46'37"E
L86	46.86	N1°28'24"E
L87	33.40	N16°27'36"W
L88	44.57	N46°13'50"W
L89	50.58	N62°37'54"W
L90	21.06	N55°38'23"W
L91	13.23	N32°13'20"W
L92	27.59	N2°51'38"W
L93	47.77	N10°10'05"E
L94	30.48	N30°09'57"E
L95	47.26	N46°44'58"E
L96	128.06	N80°33'21"E
L97	36.39	N33°35'42"E
L98	37.19	N1°03'58"E
L99	112.41	N8°43'12"W
L100	93.48	N24°28'15"W

Parcel Line Table		
Line #	Length	Direction
L101	38.73	N43°10'35"W
L102	24.46	N69°22'55"W
L103	15.30	S72°58'46"W
L104	15.15	S58°27'33"W
L105	32.73	S83°39'17"W
L106	105.51	S55°57'08"W
L107	65.85	S79°17'55"W
L108	15.40	N76°25'11"W
L109	14.63	N12°13'26"W
L110	16.02	N20°45'24"E
L111	42.51	N51°23'27"E
L112	37.51	N25°50'28"E
L113	44.89	N3°57'27"W
L114	86.08	N36°18'06"W
L115	36.72	N0°14'14"W
L116	57.87	N12°32'16"E
L117	76.69	N1°55'46"E
L118	41.52	N10°30'32"W
L119	61.66	N0°38'25"W
L120	58.30	N11°24'27"E

Parcel Line Table		
Line #	Length	Direction
L121	89.68	N32°06'48"W
L122	124.11	N48°07'36"W
L123	129.18	N33°33'49"W
L124	35.02	N63°25'02"W
L125	43.96	S86°01'44"W
L126	30.71	N71°28'00"W
L127	10.78	N26°32'37"W
L128	30.80	N5°27'07"W
L129	25.11	N5°54'02"E
L130	148.78	N33°49'26"E
L131	58.09	N15°15'08"E
L132	20.37	N3°52'24"W
L133	41.06	N38°20'18"W
L134	28.19	N27°38'36"E
L135	19.83	N53°48'18"E
L136	55.30	N71°06'01"E
L137	72.27	N31°26'07"E
L138	21.20	N1°51'46"E
L139	65.75	N37°57'33"W
L140	51.90	N10°20'18"W

Parcel Line Table		
Line #	Length	Direction
L141	38.80	N7°01'20"E
L142	149.85	N25°41'17"W
L143	39.46	N60°43'54"E
L144	84.05	S87°39'05"E
L145	36.05	N79°32'26"E
L146	21.24	N52°33'02"E
L147	94.53	N14°39'28"W
L148	99.28	N40°45'21"W
L149	57.57	N24°06'02"E
L150	27.28	N59°27'01"E
L151	116.79	S70°43'15"E
L152	63.55	N69°45'44"E
L153	77.37	N43°14'33"E
L154	57.05	N60°34'25"E
L155	47.07	N21°47'10"E
L156	97.66	N0°21'12"W
L157	51.41	N58°09'09"E
L158	92.06	N29°49'07"E
L159	42.21	N1°38'09"W
L160	31.56	N42°39'21"E

Parcel Line Table		
Line #	Length	Direction
L161	55.78	N62°18'34"E
L162	20.67	N7°32'06"E
L163	34.77	N26°46'09"W
L164	156.60	N45°50'06"W
L165	48.91	N73°37'34"W
L166	99.85	N18°44'04"W
L167	16.05	S29°57'26"E
L168	105.00	S60°07'51"W
L169	210.00	N29°57'25"W
L170	105.00	N60°08'03"E
L171	704.70	N29°50'13"W

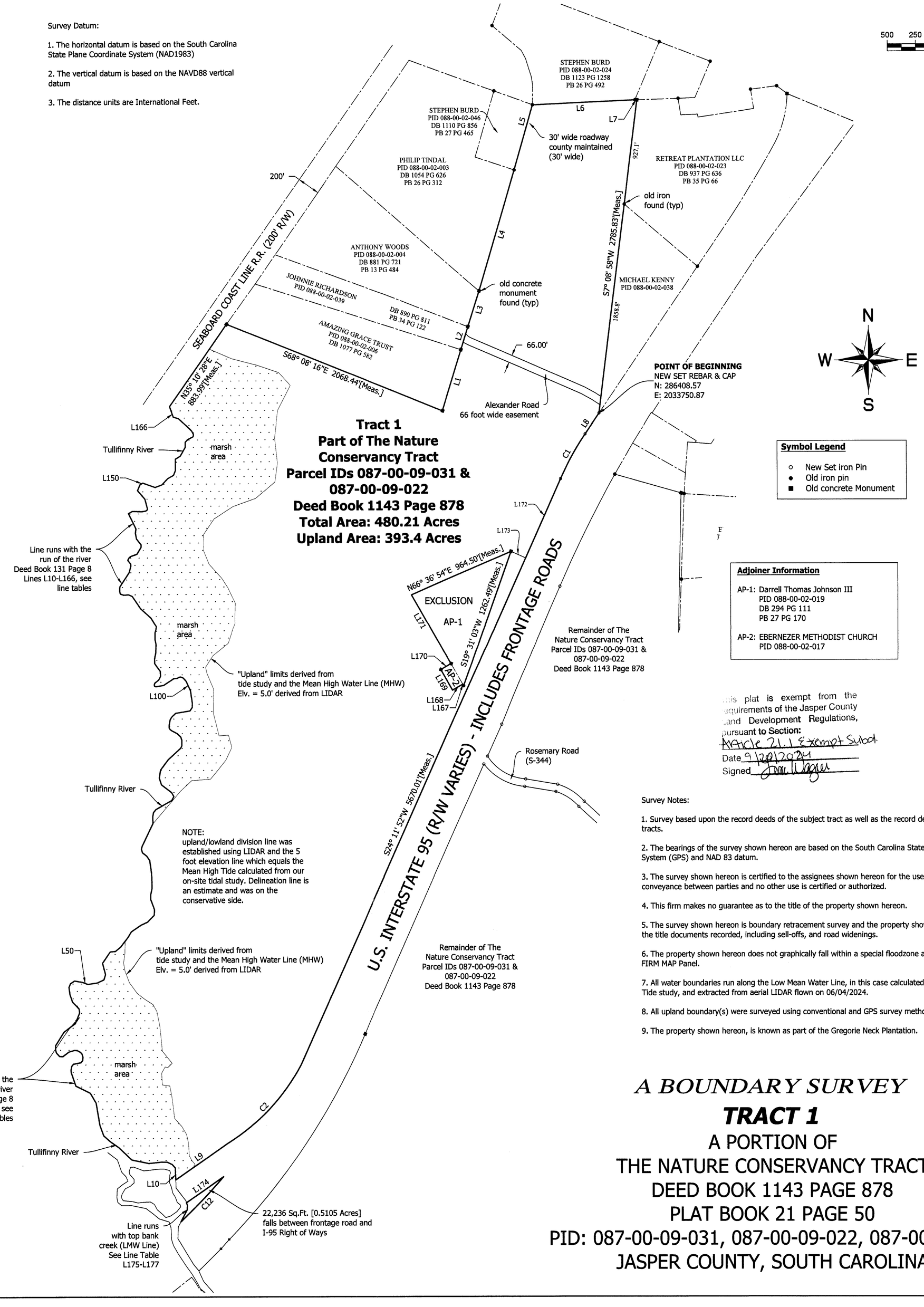
Parcel Line Table		
Line #	Length	Direction
L172	765.64	S24°10'17"W
L173	142.43	N65°52'27"W
L174	402.48	N55°13'48"E
L175	119.58	N28°00'31"E
L176	38.64	N2°35'56"E
L177	24.96	N20°02'30"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	453.74	2591.08	10.03	S29° 12' 52"W	453.16
C2	955.28	1809.24	30.25	N43° 14' 51"E	944.22
C12	549.86	5573.58	5.65	N43° 44' 01"E	549.64

Documents used in Preparation of this survey

Deeds
- Deed Book 1143 Page 878
- Deed Book 1142 Page 1463
- Deed Book 1142 Page 1468
- Deed Book 1142 Page 1475
- Deed Book 205 Page 152

Plats
- Plat Book 21 Page 282
- Plat Book 21 Page 50
- Plat Book 30 Page 92



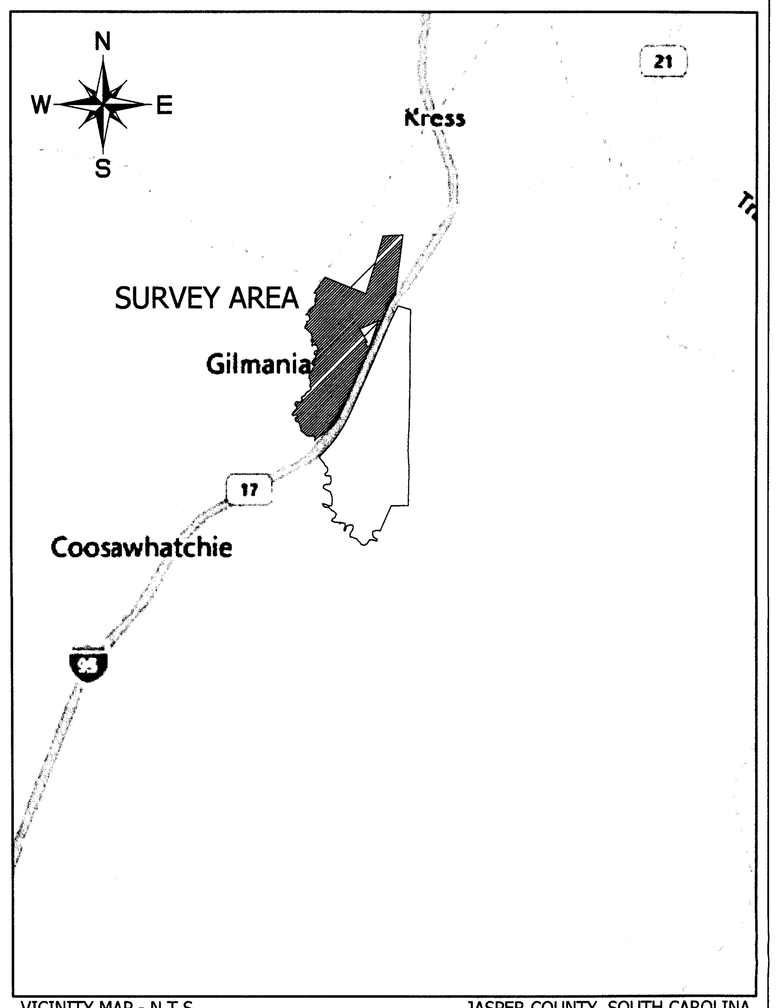
Symbol Legend

- ○ New Set iron Pin
- ● Old iron pin
- ■ Old concrete Monument

Adjoiner Information

AP-1: Darrell Thomas Johnson III
PID 088-00-02-019
DB 294 PG 111
PB 27 PG 170

AP-2: EBERNEZER METHODIST CHURCH
PID 088-00-02-017



VICINITY MAP - N.T.S. JASPER COUNTY, SOUTH CAROLINA

SOUTH CAROLINA PLANE COORDINATE SYSTEM
ZONE 3900 (NAD 83)
CONVERGENCE ANGLE = 0°03'1.689" SCALE FACTOR = 0.99997479 AT
BASE POINT, LOCATED AT
NORTHING: 274050.121 EASTING: 2028860.11
DISTANCES SHOWN ARE HORIZONTAL GRID DISTANCES.
DISTANCE UNIT IS INTERNATIONAL FOOT
STATE PLANE COORDINATES DETERMINED BY AVERAGED OPUS SOLUTIONS.

This plat is exempt from the requirements of the Jasper County Land Development Regulations, pursuant to Section:
Article 21.1 Exempt Subdiv.
Date 9/20/2024
Signed [signature]

Survey Notes:

1. Survey based upon the record deeds of the subject tract as well as the record deeds of the adjacent tracts.

2. The bearings of the survey shown hereon are based on the South Carolina State Plane Coordinate System (GPS) and NAD 83 datum.

3. The survey shown hereon is certified to the assignees shown hereon for the use of the property conveyance between parties and no other use is certified or authorized.

4. This firm makes no guarantee as to the title of the property shown hereon.

5. The survey shown hereon is boundary retracement survey and the property shown hereon reflects the title documents recorded, including sell-offs, and road widenings.

6. The property shown hereon does not graphically fall within a special floodzone areas per FEMA FIRM MAP Panel.

7. All water boundaries run along the Low Mean Water Line, in this case calculated from an on-site Tide study, and extracted from aerial LIDAR flown on 06/04/2024.

8. All upland boundary(s) were surveyed using conventional and GPS survey methods.

9. The property shown hereon, is known as part of the Gregorie Neck Plantation.

OR BK38 PG 969 - 969 (1)
Doc No: 202400005987
Recorded: 10/04/2024 09:37:42 AM
PLAT Fee Amt: $25.00
State Tax: $0.00 Local Tax: $0.00
Filed for Record in Jasper County, SC ROD
Vanessa Wright, Registrar

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOE THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "D" SURVEY.

ROBERT H. TUCK
PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 24484

SOUTH CAROLINA
TUCK MAPPING SOLUTIONS INC.
No. 3225
CERTIFICATE OF AUTHORIZATION

A BOUNDARY SURVEY

TRACT 1

A PORTION OF
THE NATURE CONSERVANCY TRACT
DEED BOOK 1143 PAGE 878
PLAT BOOK 21 PAGE 50
PID: 087-00-09-031, 087-00-09-022, 087-00-09-023
JASPER COUNTY, SOUTH CAROLINA

SEAS
Seaside Engineering And Surveying, LLC
5567 Commander Dr. Suite 101 *Ph: (901) 881-9757*
Arlington, Tennessee 38002 *Fax: (850) 398-6812*

tuck MAPPING SOLUTIONS, INC.
4632 AERIAL WAY
BIG STONE GAP, VA 24219
(276)-523-4669

101

Date: 08/01/2024 09:49:16 AM
Jasper County Assessor's Office
Tax Map No.: 087-00-09-023 ETAL
Transfer No.: 202400004409

Joyce Gamo - JASPER COUNTY, SC

OR BK1156 PG 1885 - 1991 (107)
Doc No: 202400004409
Recorded: 07/25/2024 02:57:15 PM
EASE Fee Amt: $25.00
State Tax: $0.00 Local Tax: $0.00
Filed for Record in Jasper County, SC ROD
Vanessa Wright, Registrar

CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT, made this 25th day of July, 2024 ("Effective Date") by and between **THE NATURE CONSERVANCY**, a District of Columbia nonprofit corporation, having an address at 1417 Stuart Engals Blvd. Ste 100, Mount Pleasant, SC 29464 ("**Grantor**" or "Owner"), and the **Beaufort County Open Land Trust** ("BCOLT"), 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 ("Code"), and not a private foundation under Code §509, with a business address at P.O. Box 75, Beaufort, SC 29901, and the **UNITED STATES OF AMERICA**, acting by and through the Department of the Navy ("Navy"). BCOLT and the Navy may be referred to collectively as "**Grantees**" which is further defined in Paragraph 3.

WITNESSETH:

WHEREAS, Grantor owns in fee certain real property in Beaufort County, South Carolina containing approximately four thousand, four hundred and nine acres (4,409 +/-), identified as Jasper County TMS# 087-00-09-031; 087-00-09-023; 087-00-09-025 and 087-00-09-022, as more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Property is located in the vicinity of Marine Corps Air Station Beaufort ("MCAS Beaufort"), a parcel of land owned and operated by the Department of the Navy (the "Installation"); and

WHEREAS, on September 28, 2006, the Navy and Beaufort County, a political subdivision of the state of South Carolina, entered into an agreement pursuant to 10 U.S.C. Section 2684a known as an "Encroachment Protection Agreement by and between the United States of America and Beaufort County" ("EPA"), to acquire certain property interests that would limit development that is incompatible with the mission of the Installation and the mutual conservation objectives of the **parties to the EPA at that time**; and

WHEREAS, by agreement dated 9 July 2008, the Parties modified the EPA to add BCOLT as a party wherein BCOLT agreed to fulfill all or part of the obligations of the County as set forth in the EPA, as executed and reaffirmed between the parties; and

WHEREAS, BCOLT is a South Carolina non-profit corporation, and (1) its purposes include one or more of the purposes set forth in §27-8-10, et. seq. (The South Carolina Conservation Easement Act of 1991) (the "Act"), (2) it is a holder of conservation easements as conservation easements are defined in the Act, which is 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 (3) is not a private foundation under Code §509; and

WHEREAS, the Property is located fully within the Lowcountry Sentinel Landscape as designated by the Department of Defense in March 2023; and

WHEREAS, the Property possesses significant ecological and natural resources, open space, scenic value, and historic or cultural values of great importance to the **Grantor**, the **Grantees**, and the people of South Carolina and this nation, the protection of which will yield significant public benefit; and

WHEREAS, the Property is situated 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 are 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, in particular, the Property in its existing relatively natural condition contributes very little nonpoint source pollution to the adjacent creeks and waterways due to unobstructed wetlands and uplands surrounding all watercourses that provide for nutrient uptake and sediment deposition as well as the low percentage of impervious surface that reduces sources of pollution and nutrient loading; and

WHEREAS, the Property contains a diversity of relatively natural habitats including active and fallow agricultural fields, mixed pine/hardwood upland forest, and forested and non-forested wetlands, all of which can support a variety of floral and faunal species; and

WHEREAS, the 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; and

WHEREAS, the 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, 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, the Property provides habitat or contains habitat with the potential to support numerous game and non-game mammals including, but not limited to white-tailed deer (*Odocoileus virginianus*), bobcat (*Lynx rufus*), fox squirrel (*Sciurus niger*), and numerous other avian, reptile, amphibian, insect, arachnid and mammal species that are of great importance to the public; and,

WHEREAS, the Property provides habitat or contains habitat with the potential to support wildlife habitat functions for neotropical migratory songbirds, wading birds, and diversity of game and non-game avian species including, but not limited to mourning dove (*Zenaida macroura*), wild turkey (*Meleagris gallopavo*), bald eagle (*Haliaeetus leucocephalus*), and barred owl (*Strix varia*); and

WHEREAS, more specifically, the Property contains habitat with the potential to support rare, threatened or endangered species and species of concern which have known occurrences in Jasper County including but not limited to Spotted Turtle (*Clemmys guttata*), the Eastern Diamondback Rattlesnake (*Croatalus adamanteus*), the Broad-striped Dwarf Siren (*Pseudobranchus striatus*), Woolly Dutchman's-pipe (*Aristolochia tomentosa*), the Long-Horn Orchid (*Habenaria quinqueseta*), Creeping St. John's-wort (*Hypericum adpressum*), Boykin's Lobelia (*Lobelia boykinii*), Bluff Oak (*Quercus austrina*), Harper Beakrush (*Phynchospora harperi*) and Acid-swamp Yellow-eyed Grass (*Xyris serotina*); and

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

WHEREAS, the Property is within the Broad River 8-digit HUC Watershed, and is part of a system supporting numerous high-quality wetland plant communities and highly intact, extensive riparian habitats;

WHEREAS, the Property contains approximately 13.5 miles of river creek frontage along the Tulifinny and Coosawhatchie Rivers and its marshes, and provides for maintaining and enhancing water quality of the Port Royal Sound; and

WHEREAS, the Property will provide critical habitat linkages to over 20,000 acres of adjacent protected lands, including Ernest F. Hollings ACE Basin National Wildlife Refuge-Combahee Unit, South Carolina Department of Natural Resources Coosawhatchie Unit (Slater-Buckfield), Mackay Point, Mount Repose, Roseland Plantation, Binden, Oak Grove, Buckfield, Cotton Hall, Tomotley, Brewton, Rose Hill, and Sheldon; and

WHEREAS, Preservation of the Property is pursuant to federal, state and local governmental conservation policy and may achieve a significant public benefit towards the fulfillments of these conservation policies, specifically:

i. The protection of this property is pursuant to the SC right-to-farm law (SC Code §46-45-10) which states in part "The policy of the State is to conserve, protect, and encourage the development and improvement of its agricultural land and facilities for the production of food and other agricultural products" including silviculture or forestry; and
ii. The Property helps to fulfill the goals of the South Carolina Forest Legacy Program, including the following specified goals: "protect river systems, wetlands, and their associated upland habitats; reduce forest fragmentation caused by development; provide buffer areas and connectivity to already protected areas; and promote Best Management Practices for forestry"; and
iii. Conservation Criteria developed by the SCCB pursuant to SC Code sec. 48-59-50 B(5) identifies areas suitable for land protection according to conservation connectivity, ecological conservation priorities, and sustainable forestry and agriculture among other categories, of which this property is of high priority; and
iv. The Property protects priority habitat as identified in the Southeastern Conservation Blueprint, a product of Southeast Conservation Adaptation Strategy, a spatial plan that identifies priority areas for connected landscapes in the Southeast and Caribbean
v. The Property furthers goals of the South Atlantic Salt Marsh Initiative (SASMI) which is a regional effort and voluntary, non-regulatory partnership to protect over one million acres of salt marsh in the Southeast.
vi. The Property is within the South Carolina Lowcountry Sentinel Landscape, the 11th landscape designated by the Sentinel Landscape Partnership as established in 2013 by the U.S. Department of Agriculture, Department of Defense, and Department of the Interior to strengthen military readiness, conserve natural resources, bolster agricultural and forestry economies, increase public access to outdoor recreation, and enhance resilience to climate change.

WHEREAS, the Property has approximately 741 acres of Prime Farmland and 2,130 acres of Soils of Statewide Importance as determined by USDA National Resources Conservation Service; 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") §48-59-10, et. Seq. (The South Carolina Conservation Bank Act of 2002) (hereinafter the "Bank"), South Carolina recognizes "There is a critical need to fund the preservation of, and public access to, wildlife habitats, outstanding natural areas,

sites of unique ecological significance, historical sites, forestlands, farmlands, watersheds, and open space, and urban parklands as an essential element in the orderly development of the State" and "The protection of open space by acquisition of interests in real property from willing sellers is essential to ensure that the State continues to enjoy the benefits of wildlife habitats, forestlands, farmlands, parks, historical sites, and healthy streams, rivers, bays, and estuaries; for recreational purposes, for scientific study, for aesthetic appreciation, for protection of critical water resources, to maintain the state's position as an attractive location for visitors and new industry, and to preserve the opportunities of future generations to access and benefit from the existence of the state's outstanding natural and historical sites" is of great importance; and

WHEREAS, the specific 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 BCOLT's office and incorporated herein by this reference (hereinafter the "Baseline Documentation") and attached as Exhibit B, which consists of maps, reports and photographs (including aerial imagery and on-site photographs taken by a BCOLT representative), and property review which occurred immediately prior to the granting of the Easement, and the parties agree that the Baseline Documentation provides, collectively, an accurate representation of the Property at the time of this Easement and is intended to serve as an objective point of reference from which **BCOLT** shall monitor and enforce compliance with the terms of this Easement; and

WHEREAS, Grantor believes that through this Easement, the natural resources, habitat, beauty and unique ecological character of the 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 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 Property by encumbering the Property with this Easement; and

WHEREAS, by 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 **Grantees** recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Property, and have the common purpose of the conservation and protection, in perpetuity, of the 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);

(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;

WHEREAS, Grantor and **Grantees** agree these purposes can be accomplished by the **Grantor** voluntarily placing perpetual restrictions upon the use of the Property and by providing for the transfer from the **Grantor** to the **Grantees** of affirmative rights for the protection of the 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, BCOLT 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 **BCOLT** is a holder of conservation easements as conservation easements are defined by the Act; and, **BCOLT** 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

NOW THEREFORE, in consideration of **Nine Million and NO/100 ($9,000,000) US Dollars** and the mutual covenants, terms, conditions and restrictions contained herein, **Grantor** hereby grants and conveys to the **Grantees** and its successors and assigns this Conservation Easement (the "Easement") in perpetuity over the Property described in Exhibit "A", of the nature and character and to the extent set forth herein. **Grantor** herein declares that the 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 Property in perpetuity.

1. **Purpose.** Purpose. It is the purpose of this Easement to prevent any improvement, development or use of the Property that would otherwise be incompatible with the mission of the Installation (the "Purpose") while protecting the Conservation Values (detailed in the Recitals above and outlined below) and to preserve the Property for the continuation of historic and traditional uses and activities, as well as other limited uses, provided no such uses significantly impair or degrade the Conservation Values. The Conservation Values of the Property include the following:

1. Relatively natural habitat and biological diversity,
2. Open space for agricultural or forestry use,
3. Preservation or enhancement of downstream water quality in Tulifinny, Cooswhatchie and Broad Rivers and Port Royal Sound watersheds,
4. Scenic views of the Property from the Tulifinny River, Coosawhatchie River, and public vantage points.

This Purpose is to ensure that the Property will be retained in perpetuity predominantly in its relatively natural and scenic condition for conservation purposes and to prevent any use of the Property that would significantly impair or interfere with the Conservation Values of the Property,

while allowing for limited low-impact rural residential, recreational, agricultural, forestry and other open-space uses of the 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 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 Property imposed by law.

2. Rights of Grantees. To accomplish the Purpose, the following rights are conveyed to the **Grantees** by this Easement:

a. Right to Prevent Inconsistent Uses. To prohibit development or use of the Property that violates the terms of this Easement and thereby would encumber, impede, limit or otherwise be incompatible with the Purpose of this Easement, which includes but is not limited to, the restoration of such areas or features of the Property that may be damaged by any activity or use in violation of the terms of this Easement, pursuant to Section 6.

b. Right to Remove Obstructions. To enter upon the Property upon notice to the **Grantor**, in order to cut down, top or trim any naturally occurring trees, plants, vines, and like obstructions extending more than 125 feet above ground level, at **Grantees**' sole expense.

c. Right to Monitor. To enter upon the Property on an annual basis in order to monitor **Grantor**'s compliance with the terms of this Easement or at any time upon an event of non-compliance with the terms of this Easement to enforce the terms of this Easement; provided that **Grantee(s)** will provide at least ten (10) days' written or verbal notice of such entry to **Grantor**, except when there is a threat of imminent harm of personal injury or property damage. **Grantee(s)** shall not unreasonably interfere with **Grantor**'s use and quiet enjoyment of the Property.

d. Right to Require Restoration. To require **Grantor** to accomplish restoration of such portion of the Property that was altered or damaged by any uses or activities specifically prohibited by this Easement.

3. Definitions. Grantor and **Grantees** agree that the following terms used throughout this Easement shall be defined as and shall have the following meanings:

Grantor means the original **Grantor** of this Easement, or upon any change in fee simple ownership of the Property, then subsequently as his, her, its, or their personal representatives, heirs, successors, assigns, and subsequent owners.

Grantees means Beaufort County Open Land Trust, a South Carolina not-for-profit corporation, and the United States of America, acting by and through the Department of the Navy, and their respective successors and assigns. Unless otherwise provided in this Easement, all of the rights and obligations of BCOLT and the Navy as **Grantees** under this Easement will be considered held by each entity individually, such that BCOLT and the Navy shall each hold an undivided interest in this Easement with all the rights and obligations of **Grantees** of this Easement, and each **Grantee** shall have the independent right to enforce the terms of this Easement, without the joinder or consent of the other **Grantee**.

Agricultural Activities as applied herein shall be defined as activities directly related to the production of plant or animal products on the Property, including crop production, raising cattle and other livestock for sale, animal husbandry, raising and harvesting of shellfish, flori-culture, apiculture, and horticulture, in a manner that preserves the long-term productivity of the soil. Permitted activities shall not include feedlots, intensive livestock production facilities or any type of large-scale operation where animals are confined. however, non-intensive small-scale farming 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, commercial 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 permanent **Residential Structure**. **Agricultural Structures** shall include but not be limited to barns, and pole sheds.

Aircraft means any and all types of aircraft, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of military training, and/or transporting persons or property through the air by whomsoever owned or operated.

Approval shall be defined as the prior written consent by Grantees to permit **Grantor** to exercise certain rights described below in Paragraphs 4 and 5, or to undertake any activity otherwise permitted as described in Paragraph 4 and 5. The rationale for requiring the **Grantor** to receive **Approval** is to afford **Grantees** an adequate opportunity to evaluate the activities in question to confirm if they are designed and will be carried out in a manner that is not inconsistent with the Purpose of this Easement. **Approval** does not relieve **Grantor** of the obligation to obtain all other necessary permits, consents and approvals.

Building Height shall be measured, for the purposes of any permitted **Residential 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.

Conservation Values shall mean those values outlined in recitals to this Easement.

Construction means building a new structure on the Property, rebuilding or restoring more than 50% of an original structure which has been destroyed, and expanding or making additions to an existing structure on the Property. Construction does not include making repairs, remodeling, or performing maintenance to existing structures on the Property.

Designated Building Area shall be defined as those areas, each no larger than approximately five (5) acres in size, each designated for the siting of **Residential Structures** and **Guest Houses, and Related Outbuildings.** The location and configuration of each **Designated Building Area** is subject to **Approval**. The location and configuration of all structures, including **Residential Structures**, within each **Designated Building Area** shall be at the Grantor's discretion, subject to **Notice** and all other terms of this Easement.

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 Property for feeding and fattening for market.

Forest Management Plan shall be defined as a written plan subject to periodic updates, on file with **BCOLT** and agreed upon by both **Grantor** and **BCOLT** which outlines **Forest Management Practices** on the Property. The **Forest Management Plan** shall be compatible with the terms of this Easement and shall not significantly impair or degrade any of the Conservation Values of the Property at the property level.

Forest Management Practices shall be defined as the production, improvement and maintenance of pine and hardwood 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 follow best management practices of the SC Forestry Commission or successor agency and be compatible with the terms of this Easement and shall not significantly impair or degrade any of the Conservation Values of the Property at the property level.

Guest House shall be defined as any dwelling ancillary to a **Residential Structure** having sleeping quarters, sanitary facilities, and cooking facilities, that is less than 2,000 heated square feet. **Guest Houses** shall not be considered a **Residential Structure** for purposes of this easement.

Greentree Reservoir shall be defined as a forested wetland that can be temporarily and periodically flooded.

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.

Installation means Marine Corps Air Station Beaufort, Beaufort, South Carolina.

Notice shall be defined as a written communication, not a request for **Approval**, prior to undertaking a permitted activity, as defined in Paragraph 8 and Paragraph 13.

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

Related Outbuilding shall be defined as any auxiliary structure customarily used as an accessory to a private **Residential Structure** in the South Carolina Lowcountry, including but not limited to utility sheds, detached garages, and pool houses not including any structure used as a permanent or temporary **Residential Structure.**

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 Property by the **Grantor**, permitted lessee, and guests or employees of the **Grantor** or permitted lessee.

Significant Tree shall be defined as any Live Oaks (*Quercus virginiana)*, Magnolia (*Magnolia grandiflora)* and Bald Cypress (*Taxodium distichum)* trees with a Diameter at Breast Height of 16 inches or greater

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

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

Upland Impoundments shall be defined as non-wetland fields with water control structures and dikes, created to control the water levels within the field.

Water Line shall be defined as the edge of a waterway or waterbody which is either the critical line as defined by S.C Office of Ocean and Coastal Resource Management or, if no critical line has been established, the mean high-water line as defined by the Army Corps of Engineers or established by a surveyor 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, and 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 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. **Restricted Uses and Development Rights.** Any activity or use of the Property inconsistent with the specific terms of this Easement is prohibited. The following activities and uses are expressly prohibited or expressly limited as set forth below:

a. Subdivision. The Property is currently composed of four (4) tracts, which are Jasper County TMS# 087-00-09-031; 087-00-09-023; 087-00-09-025 and 087-00-09-022. **Subdivision** is limited to the reconfiguration and division of the Property into a maximum of seven (7) total tracts, with no **Subdivided Tract** being less than two hundred fifty (250) acres in size. **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.** The deed

shall contain specific allocations of the quantitative Reserved Rights set forth in this Easement, including allowances for **Impervious Surface**, **Residential Structures**, Docks, Boat Ramps, Boardwalks, Ponds, or any other Reserved Rights as applicable within this Easement. **Grantor** shall give written **Notice** to **Grantees** prior to any **Subdivision**. All deeds for any new **Subdivided Tracts** shall incorporate by reference the terms of this Easement. With **Notice** to the **Grantees**, the **Grantor** may recombine any **Subdivided Tracts,** reconfigure the boundary of any **Subdivided Tract(s)**, or abandon or modify any such reconfiguration, provided that any such recombination or reconfiguration does not otherwise create a violation of the terms of this easement. The **Grantor** shall not indirectly or practically divide all or any part of the 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. Structures. The construction, enlargement, removal and replacement of **Residential Structures, Guest Houses, Related Outbuildings, Recreational Structures, Agricultural Structures** and all other structures are subject to the following limitations:

i. Total **Impervious Surface** on the Property shall not exceed a maximum of **960,280** square feet in the aggregate. All **Residential Structures, Guest Houses, Agricultural Structures, Related Outbuildings,** and **Recreational Structures** are included in this allocation.

ii. No **Residential Structure, Guest House, Related Outbuilding, Recreational Structure** or **Agricultural Structure** shall exceed thirty-five (35) feet in **Building Height**. The erection, construction, installation, alteration or cultivation, whether public or private, of any structure, building, antenna, tower, wire, or other obstruction, whatever its nature, extending more than 125 feet above ground level (AGL) or penetrating any MCAS Beaufort airspace is prohibited.

iii. Any **Subdivided Tract** of less than One Thousand (1,000) acres may have no more than two (2) **Residential Structures**. Any **Subdivided Tract** greater than or equal to One Thousand (1,000) acres may have no more than three (3) **Residential Structures**.

iv. **Recreational Structures** and **Agricultural Structures** shall be permitted, provided that the square footage of all **Impervious Surface** on the Property does not exceed the allowance stated in Paragraph 5(B)(I) and subject to all other terms of this easement. **Grantor** shall give **Notice** to **Grantees** prior to the construction of any **Recreational Structures** and **Agricultural Structures**.

v. All new permitted **Residential Structures, Guest Houses,** and **Related Outbuildings** shall be located within a **Designated Building Area (DBA)**. The **Designated Building Areas** shall be selected by the **Grantor**, with the location and configuration of the **Designated Building Area** to be subject to the **Approval** of the **Grantees**, and shall be located in locations on the Property which have been designated for their ecological suitability for development. Designated Building Areas shall be subject to a 150' setback from jurisdictional wetlands and all easement terms. **Grantor** shall give **Notice** to

Grantees prior to the construction of any **Residential Structures, Guest Houses,** and **Related Outbuildings**.

vi. At the time of the granting of this Easement there is one **Residential Structure** and four **Guest Houses** located on the Property as established by the Baseline Documentation Report attached as Exhibit B. This **Residential Structure** and the four **Guest Houses** are exempt from the requirement to be located within a **Designated Building Area**, and this **Residential Structure** and these Four (4) **Guest Houses** may be rebuilt, repaired, replaced or repurposed for any use not prohibited under the terms of this easement, provided however there shall be not more than a 10% expansion of the footprint of the structure and the location of the structure may not change.

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

viii. No portion of the Property may be used for transient accommodations such as commercial campgrounds, trailer or RV parks.

c. Land Planning Setbacks. Construction and other activities shall adhere to the following land planning setbacks.

i. Road Buffer: There shall be a vegetative buffer that is one hundred and fifty feet (150) in width on the Property adjacent to all public roadways that abut the Property. In order to provide a vegetated buffer between the Property and the adjacent roadway(s), there shall be no new **Impervious Surface**, (except as may be required to meet the minimum South Carolina Department of Transportation (SCDOT) encroachment permit requirements for driveways), no new **Agricultural Activities** (unless existing, i.e. open field), no new roads (other than those necessary to access the permitted **Subdivided Tracts** and the facilities within those tracts), no new structures, (other than mailboxes, fencing and gates, utility and service lines for any permitted use under the terms of this Easement, permitted docks or boat ramps, boardwalks, and other structures existing at the time of this Easement as documented in the Baseline Documentation) nor alteration to the topography or hydrology within this buffer area except as may be required for any of the permitted activities or improvements set forth in this Paragraph. Within this buffer, there shall be no alteration to the vegetation, except as may be required for any of the permitted activities or improvements set forth in this Paragraph and except as necessary to engage in limited Forest Management Practices, including the installation and maintenance of firebreaks, provided, however, there shall be no clearcutting and no activities that endanger the health or survival of **Significant Trees**.

Notwithstanding the above, Grantor reserves the right to cut any tree in this buffer, in accordance with applicable governmental laws and regulations and accepted forestry management practices, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such

damage or personal injury, when a permitted structure is in danger, or to remove invasive species.

ii. Riparian Buffers: In order to protect the scenic view from public vantage points along the public waterways, as well as to provide an ecological transition zone for wildlife and water quality protection along the waterways, there shall be no **Impervious Surface** or Structures (other than utility and service lines for any permitted use under the terms of this Easement, permitted docks or boat ramps, boardwalks, or other similar structures), **Agricultural Activities**, nor new roads on that portion of the Property within one hundred and fifty (150) feet of the Water Line adjacent to the navigable waters of the Tulifinny River and the Coosawhatchie River. Grantor reserves the right to engage in limited forest management practices in this buffer, provided there shall be no clearcutting and no activities that endanger the health or survival of **Significant Trees**. Notwithstanding the above, Grantor reserves the right to cut any tree in this buffer, in accordance with applicable governmental laws and regulations and accepted forestry management practices, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, when a permitted structure is in danger, or to remove invasive species.

d. Docks. One dock currently exists as noted on the **Baseline Documentation Report**. Seven (7) are permitted in the aggregate. In addition to the existing dock, each subdivided parcel may have one dock on public waters, subject to all SC Office of Coastal Resource Management (OCRM) and/or US Army Corps of Engineer (ACOE), or any successor agency, standards, as well as any other County, State and Federal permitting requirements as applicable. All docks once **Constructed** may be maintained, repaired, improved, removed or replaced, provided each shall be **Constructed** of primarily natural or non-reflective materials. In addition, any lighting associated with any dock that remains constantly illuminated or that automatically becomes illuminated in darkness is prohibited, except as such lighting facilitates safe passage on the adjacent waterway and is not in violation of the exterior lighting standards of Paragraph 5j. **Grantor** shall give **Notice** to **Grantees** prior to the construction of any dock.

e. Dock Pier Head. Each dock is permitted to have one Dock Pier Head not to exceed 250 square feet of Surface Area, and which shall also be subject to all County, State and Federal permitting requirements as applicable. One boat landing intended for personal use may be associated with one of the docks along the Coosawhatchie River and one new boat landing along the Tulifinny River, west of Interstate 95, subject to all County, State, and Federal permitting requirements as applicable.

f. Roads. Roads shall be limited to those required to facilitate the uses permitted by this Easement, provided there shall be no new road constructed or covered with **Impervious Surface** except as may be required to meet the minimum South Carolina Department of Transportation (SCDOT) encroachment permit requirements for driveways. Maintenance of driveways, roads and roadside ditches shall be limited to standard practices for non-paved roads. This maintenance and repair does not require prior **Notice** to the **Grantee**. All existing roads are documented in the "Baseline Documentation" attached as Exhibit B.

g. Towers. Wildlife observation towers shooting towers, deer stands and other recreational towers are permitted, subject to **Building Height** limitations, and provided they are not visible from any public roadway. Communication towers are prohibited. Towers must meet all other terms of this easement and local, state, federal regulations.

h. Services. Construction of water wells, septic systems, utility services and associated facilities and service roadways are limited to those required to serve allowed uses in Paragraph 4, subject to the Restrictions and Limitations of Paragraph 5, and further subject to all applicable governmental laws and regulations.

i. Tanks. 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, and subject to all applicable governmental laws and regulations.

j. Lighting. All lighting equipment, including floodlights, searchlights, landscape lighting, and all protective lighting, such as streetlights, shall have positive, optical control so that no light is emitted above the horizontal plane.

k. Other Operational & Training Hazards. Except as otherwise provided herein, no operations of any type are permitted that produce smoke, glare or other visual hazards, or encourage concentrations of birds that may be dangerous for aircraft operating from the Installation. Prescribed fire as defined in SC Code Section 48-34-20 (1) is permitted on the Property, however, Prior to commencing controlled burns for agricultural purposes, recreational purposes, habitat improvement and mitigation of fire hazards, or for any other reason, Grantor must give as much reasonable prior **Notice** to Grantee as is practical. Once a burn number has been issued by the S.C. Forestry Commission, Grantor will notify Marine Corps Air Station Beaufort and the local Fire Department, including the time the planned prescribed fire is to be commenced and concluded. Notification by phone is acceptable. Notwithstanding anything herein to the contrary, for all prescribed fires, Grantor will comply the full burn procedure set forth on Exhibit C attached to this Easement and incorporated herein.

l. Height Restrictions. The erection, construction, installation, alteration or cultivation, whether public or private, of any structure, building, antenna, tower, wire, tree or other obstruction, whatever its nature, extending more than 100 feet above ground level (AGL) or penetrating any MCAS Beaufort airspace is prohibited. No **Residential Structure, Related Outbuilding** or Recreational Structure, shall exceed thirty five (35) feet **Building Height** maximum above the minimum 1st floor FEMA elevation.

m. Industrial and Commercial Uses. Industrial and Commercial uses, activities, structures, or rights of passage not specifically permitted herein are prohibited. No right of passage across or upon the 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, Forest Management Practices and the leasing of hunting, trapping and fishing rights, home-based businesses, and apiculture, shall not be considered commercial uses. However, to qualify this Easement for treatment under §2031(c)(8)(B) of the Code, any use of the Property for more than a de minimus use for a commercial recreational activity is prohibited.

n. Mining. In accordance with Code §170(h)(5)(B), surface and mineral mining is strictly prohibited.

o. Topography and Hydrology. No adverse material alteration of the topography or hydrology, shall be allowed unless otherwise provided in the retained rights in the Easement. This restriction shall not limit the Grantor's right to enhance drainage through the maintenance of legacy or existing drainage ditches and culverts, including the imposition of drainage piping as necessary. Grantor also retains the right to build new ditches and piping in accordance with best management practices, Paragraph 5, and as necessary.

p. Significant Tree Protection. Live Oaks (Quercus virginiana), Magnolia (Magnolia grandiflora) and Bald Cypress (Taxodium distichum) trees with a Diameter at Breast Height (DBH) of 16 inches or greater are protected, except when the tree, due to its condition or proximity to facilities or passersby - poses a threat to a Permitted Structure or human. Additional Exclusions to this rule will be allowed with prior written consent of Grantee, which shall not be unreasonably withheld, for salvage operations, agricultural, game management and other needs as requested by the Grantor.

q. Landscaping. Landscaping shall be limited to the management of vegetation associated with the uses allowed by this Easement, including, but not limited to the right to conduct selective cutting, clearing, pruning, removing, and planting of trees and vegetation and mowing of fields and lawns for habitat enhancement and protection, fire protection, unpaved trail and road maintenance, including the right to clear and maintain trails if reasonably necessary in connection with uses of the Property permitted by this Easement, including for pedestrian recreational purposes, tick control, the preservation of vistas and aesthetic values, or otherwise to preserve the present condition of the Property. The right to use agrichemicals, including, but not limited to, fertilizers, biocides, herbicides, and rodenticides is permitted, but only in those amounts and with that frequency of application constituting the minimum necessary to accomplish agricultural and residential activities permitted by the terms of this Easement and in accordance with label instructions and any applicable Federal, State and local regulations. Notwithstanding the foregoing sentence, no use of agrichemicals will be made if such use would result in (i) unlawful contamination of any source of water or (ii) any significant impairment of any natural ecosystem or process on the Property. Structural elements of landscaping, including but not limited to walkways and patios are permitted, but shall be subject to **Impervious Surface** restrictions and limitations as provided for in this Easement. **Forest Management Practices** and **Agricultural Activities** shall not be subject to this Paragraph.

r. Forestry Uses and Practices. Commercial and recreational **Forest Management Practices,** including those associated with commercial timber farming, are permitted. **Notice** is required for commercial or precommercial timber harvests. Any application of prescribed fire on the Property shall be subject to the burn procedures notice attached hereto as Exhibit C. A **Forest Management Plan** prepared by a Registered Forester is required for the Property. Forestry Uses are limited to those **Forest Management Practices** defined in the **Forest Management Plan** or recommended by the South Carolina Forestry Commission or successor agency.

s. Agricultural Uses. The right to engage in not-for-profit and for-profit farming and **Agricultural Activities** does not constitute a prohibited commercial use. The leasing and licensing to third parties of the right to conduct **Agricultural Activities** on the property is permitted. **Agricultural Activities** are restricted to the recommended or accepted practices 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 **Grantees**. **Grantor** and **Grantees** 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. **Grantor** shall have the right to utilize Pond(s), center pivot irrigation, and/or wells to irrigate for **Agricultural Uses**.

t. Recreational Uses. Lawful hunting, fishing, shooting, tennis, swimming, camping, and equine sports are permitted, as well as land and game management practices to maintain and support these activities. Camping is defined as tent camping, and is not to exceed 25 persons per camping stay, and shall not exceed one week per stay. **Grantor** may continue to conduct educational and participatory activities related to hunting, fishing, wildlife habitat management, game management and other similar activities on the Property and use the Property for study of wildlife, plant and animal habitat, game management, and other related practices. **Grantor** retains the right to construct, maintain, repair, replace, and relocate duck blinds, deer and turkey stands, gates, wildlife observation platforms. **Grantor** shall also have the right to raise ground birds and other animals to be released for lawful shooting.

u. Ponds. **Grantor** may create new ponds, wetland impoundments and Greentree Reservoirs not to exceed 100 acres in aggregate, subject to all local state and federal standards and regulations and in compliance with the Purpose as stated in Paragraph 1.

Standing water may pool seasonally in low-lying areas and shall not be classified as a pond. Should any ponds, impoundments or standing water attract such a concentration of birds to the extent that they cause a training or operational hazard, **Grantees** shall notify the **Grantor**, and **Grantor** and **Grantees** shall cooperate and shall act in good faith to arrive at a way for Grantor to mitigate or eliminate the hazard.

Grantor reserves the right to improve, repair, or maintain existing **Upland Impoundments** and/or historic wetland impoundments, **Green Tree Reservoirs**, dikes, ditches and water control structures. **Grantor** shall provide Notice to **Grantees** of its intention to repair existing pond(s). Pond maintenance shall be in compliance with all applicable local, state and federal statutes and regulations and the terms of this Easement and in compliance with the Purpose as stated in Paragraph 1. Impoundments are recognized by the **Grantor** and **Grantees** as beneficial to waterfowl and other wetland dependent plants and animals. It is permitted to drill water wells of sufficient size and nature to service the ponds, **Upland Impoundments** or **Greentree Reservoirs**, extract water therefrom, and establish utilities and driveways to the well or wells in order to service them.

The sale or gift 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(m) Commercial Uses and Paragraph 5(n) Mining.

v. Signs. Signs visible from off of the Property 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, and shall be subject to all other height and land planning setbacks.

w. Repair: Subject to the restrictions contained in this Easement, all existing structures may be maintained, repaired, improved, removed, or replaced by **Grantor** pursuant to all applicable local, state, and federal permits and regulations.

x. Access. No right of public access to any portion of the Property is conveyed by this Easement, except as may be expressly provided within Paragraphs 2b and 2c herein.

y. Archeological and Paleontological Excavations. **Grantor** shall give written **Notice** to **Grantees** at least thirty (30) days 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.

z. Refuse. There shall be no placing of refuse on the Property, including, but not limited to, vehicle bodies or parts or any refuse not generated on the Property. Temporary piles for collection of refuse generated on the Property established between regular removals are permitted provided such piles do not contain hazardous substances, pollutants, or wastes and do not impair the Conservation Values of the Property.

aa. 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 Property under this Easement, including but not limited to carbon sequestration, carbon offsets, greenhouse gas credits, endangered species credits, or water quality credits. Any programs entered into by the **Grantor** must be consistent with and subject to the terms of the easement.

bb. 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 or any of the Reserved Rights and Restricted Uses as outlined in this Easement.

6. Third Party Activities. The **Grantor** shall keep **Grantees** reasonably informed as to activities being conducted on the 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. In addition to being responsible for any resulting harm, the **Grantor** shall ensure that all third parties who are conducting activities, relating to permitted uses of the 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. **Compliance with Law.** The uses and activities permitted in this Easement, including those set forth in Paragraphs 4 and 5, shall be undertaken and performed in accordance with the terms of this Easement and applicable federal, state, and local laws and regulations.

8. **Notification and Approval Provisions.**

a. Notice. Whenever **Notice** is required under this Easement or **Grantor** plans to undertake a new use or perform new construction or reconstruction on the Property, **Grantor** will notify **Grantees** in writing by certified mail, mail with return receipt, and/or email with a read receipt, not less than sixty (60) days prior to the date that **Grantor** intends to undertake the activity. The **Notice** shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit **Grantees** to make an informed judgment and render concurrence or a decision otherwise, as to the proposed activity's compliance with the terms of this Easement. At **Grantees'** sole discretion, **Grantees** may waive the 60-day period between **Notice** and commencement of activity. If necessary, **Grantor** and **Grantees** shall cooperate and shall act in good faith to arrive at agreement in

connection with any determinations that are necessary to be made by them (either separately or jointly) under this Paragraph.

b. Approval. Whenever **Approval** is required under this Easement, **Grantor** will notify **Grantees** in writing not less than sixty (60) days prior to the exercise of any such right. When **Grantees Approval** is required, **Grantees** shall grant or withhold its **Approval** in writing within 60 days of receipt of **Grantor**'s written request therefor. In the case of withholding of **Approval, Grantees** 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 **Grantees** to respond in writing within such 60 days shall be deemed to constitute denial by **Grantees** 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.

b. Breach. Failure to provide **Notice** as required herein constitutes a material breach of this Easement entitling **Grantees** to such rights or remedies as may be available under Paragraph 9.

c. **Grantor**'s Right to Appeal for Proposed Activity, Use, or Construction. In the event **Grantees** and **Grantor** disagree whether proposed activity, use, or construction by the **Grantor** is in violation of this Easement **Grantees** shall join in **Grantor**'s request for expeditious determination initially through mediation and subsequently, if necessary, binding arbitration, in association with **Grantor**'s exercise of its rights as described within Paragraph 9, herein.

9. **Enforcement and Remedies.**

a. **Grantees** Remedies. If either **Grantee** determines that **Grantor** is in violation of the terms of this Easement or that a violation is imminently threatened by proposed activity, the **Grantee(s)** 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(s)** 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 Property resulting from any use or activity inconsistent with the Purposes, to restore the portion of the Property so injured.

If **Grantor** fails to cure the violation within ninety (90) days after receipt of Second Notice thereof from **Grantee(s)** (or under circumstances where the violation cannot reasonably be cured within ninety (90) day period, if **Grantor** shall fail to begin curing such violation within said ninety (90) day period, or fail to continue diligently to cure such violation until finally cured), **Grantee**(s) 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 but not limited to any reasonable costs of restoration paid by **Grantee(s)** necessitated by **Grantor**'s violation of the terms of this Easement, and to require the restoration of the Property to the condition that existed prior to any such injury.

If either **Grantee**, in its sole but reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant actions inconsistent with the Purpose of this Easement or that pose the risk of immediate harm, **Grantee(s)** may pursue its legal and equitable remedies under this

paragraph in the appropriate court of competent jurisdiction without prior notice to **Grantor** of the alleged violation.

Both 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 either **Grantee**'s remedies at law for any violation of the terms of this Easement are inadequate, the **Grantees** 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(s)** may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. **Grantee**'s(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.

Forbearance by **Grantee(s)** to exercise its rights under this Easement in the event of any breach of any term of this Easement by **Grantor** shall not be deemed or construed to be a waiver by **Grantee(s)** of such term or of any subsequent breach of the same or any other terms of this Easement or of any of **Grantee**'s(s') rights under this Easement. No delay or omission by either **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. In addition, the failure to exercise uses and/or rights expressly permitted under the terms of this Easement shall not be deemed a waiver and **Grantor** hereby waives any defense of laches, estoppel, abandonment or prescription with regard to rights expressly permitted to **Grantees** under the terms of this Easement.

b. Grantor Remedies. Nothing herein contained shall be construed to preclude **Grantor** from initiating legal proceedings in a court of competent jurisdiction to seek legal or equitable relief, including injunctive relief and specific performance, against **Grantee(s)** if a **Grantee** has failed to comply with or violated the terms of the Easement, on the same basis and to the same extent as the **Grantees**' remedies as described in this Easement, to the extent allowed by law. **Grantor** shall be entitled to recover damages for violation of the terms of this Easement by **Grantee**, to the extent allowed by law.

Grantor acknowledges that determination of Navy's liability for damage to persons or property arising from its exercise of rights granted under this Easement shall be solely in accordance with the procedures and limitation of the Federal Torts Claims Act (28 U.S.C. 2671). **Grantor** further acknowledges that the Navy is subject to the obligation and expenditure limitations as set forth in the Anti-Deficiency Act (31 U.S.C. 1341 et. Seq.). Accordingly, any or all terms of this Easement that establish future, unknown or contingent liabilities on the part of the Navy, for the obligation or expenditure of funds, are specifically subject to the availability of appropriations for purpose of the obligations or expenditures.

Forbearance by **Grantor** to exercise its rights under this Easement in the event of any breach of any term of this Easement by **Grantees** shall not be deemed or construed to be a waiver by **Grantor** of such term or of any subsequent breach of the same or any other terms of this Easement or of any of **Grantor**'s rights under this Easement. No delay or omission by **Grantor** in the exercise of any right or remedy upon any breach by **Grantees** shall impair such right or remedy or be construed as a waiver. In addition, the failure to exercise uses and/or rights expressly permitted under the terms of this Easement shall not be deemed a waiver and **Grantees** hereby waive any defense of laches, estoppel, abandonment or prescription with regard to rights expressly permitted to **Grantor** under the terms of this Easement.

c. Acts beyond **Grantor**'s Control. Nothing contained in this Easement shall be construed to entitle **Grantees** to bring any action against **Grantor** for any injury to or change in the Property resulting from natural causes beyond **Grantor**'s control, including, without limitation, fire, flood, storm, and earth

movement, or from any prudent action taken by **Grantor** under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

d. Costs of Enforcement. In any action to enforce the terms of this Easement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs, to the extent allowed by law.

10. Costs and Liabilities.

a. **Grantor** retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership and maintenance of the Property.

b. Noting contained in this Easement is intended, or should be interpreted, to require an obligation or expenditure of funds by the Navy in violation of the Anti-Deficiency Act (31 U.S.C. 1341).

11. Noise and Other Effects of Air Operations. **Grantor** does hereby fully waive, remise, and release any right or cause of action which **Grantor**, its successor and assigns, may have due to noise, noise vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft at, in the vicinity of, or from the Installation. **Grantor** represents and warrants that any lease or license of the Property will contain such waiver of claim by any lessee or licensee. **Grantor** specifically does not waive but retains the right to make a claim and to seek damages, to the extent allowed by law, for any aircraft accident affecting the Property or persons thereon, including physical damages, such as contamination from fuel dumping, damage from falling aircraft components, fumes, dust, fuel particles, or other effects not ensuing from normal operations. **Grantor** acknowledges that Navy's liability for damage to persons or property arising hereunder shall be solely in accordance with the procedures and limitation of the Federal Torts Claims Act (28 U.S.C. 2671). However, if such actions cause contamination of the Property that, in the Navy's sole discretion, requires remediation, then the Navy shall be responsible for such contamination and shall either remediate such contamination or pay for the reasonable costs of remediation, in accordance with applicable law. Furthermore, this waiver is with respect to operation of aircraft at, in the vicinity of or for purposes of the Installation. If the Installation is closed, and the base is converted to private, non-military use, this waiver shall terminate. In any written lease or license agreement for the Property or any portion thereof, the real estate instrument shall refer to this Easement and specifically that it permits noise, fumes, dust, fuel particles, noise, and vibrations ensuing from the operation of aircraft at or from the Installation.

12. Subsequent Transfers. **Grantor** agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in the Property, including a leasehold interest. **Grantor** further agrees to give **Notice** to the **Grantee** of any such transfer at least thirty (30) days prior to the date of transfer.

13. Communication. All Notices between the parties shall be in writing and shall be deemed sufficiently given or rendered only when sent by registered or certified mail, return receipt. Communication may occur by United States Postal Service certified first class mail. Other forms of communications such as hand courier, electronic mail or facsimile, shall be deemed sufficient and effective only when acknowledged in writing by **Grantor** or **Grantees**. All such correspondence and communications shall be addressed as follows:

If to **Grantor**: The Nature Conservancy
Attn: Legal Department

334 Blackwell Street, Suite 300
Durham, NC 27701

If to **Grantees**

Beaufort County Open Land Trust
Attn: Executive Director
P.O. Box 75
Beaufort, SC 29901
info@openlandtrust.org

And

Commanding Officer
Attn: Community Plans and Liaison Office
Marine Corps Air Station Beaufort
PO Box 55001
Beaufort, SC 29904-5001
Email: Mary.Krieger@usmc.mil

Department of the Navy
NAVFACSYSCOM MID-ATLANTIC
9324 Virginia Ave.
Norfolk, VA 23511-3095
Attn: Real Estate Department
Email: Joseph.M.Howren.civ@us.navy.mil

Or to such other address as either party may designate by written notice to the other.

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 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** shall promptly notify **Grantees** 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 Property if **Grantor** conveys the Property. Any communications or correspondence by **Grantees** to or with **Grantor** sent to the last address provided by **Grantor** shall be deemed sufficient to provide notice to **Grantor**.

14. **Extinguishment, Condemnation and Fair Market Value.** If circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. As required by §1.170A-14(g)(6)(ii) of the Treasury Regulations, in the event of any extinguishment or termination of this Easement, any sale, exchange, or involuntary conversion of the Property entitles **Grantees** to a percentage of the gross sale proceeds, equal to the ratio of the appraised value of this Easement to the unrestricted fair market value of the Property established as of the date donated.

If all or a part of the Property is taken by exercise of the power of eminent domain, **Grantor** and **Grantees** shall be respectively entitled to compensation in accordance with applicable law and as provided in this paragraph. **Grantor** and **Grantees** shall divide the net proceeds after the payment of all expenses

of the condemnation in accordance to the ratio of the appraised value of this Easement to the fair market value of the Property unrestricted by the Easement 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 Property each represent a percentage interest in the fair market value of the Property. The percentage interests shall be determined by the ratio of the value of this Easement to the value of the Property, as of the date donated, without reduction for the value of this Easement. This provision is not intended to violate the provision required by Code §170(h)(2)(C) that requires this Easement to be granted in perpetuity.

15. **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 **Grantees** may, by mutual written agreement, jointly amend this Easement; provided that no amendment shall be allowed that will adversely affect the eligibility of this Easement as a "qualified conservation easement" or "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 BCOLT under any applicable laws, including §501(c)(3) of the Code and Treasury Regulations promulgated thereunder. Any such amendment shall be consistent with the Purpose of this Easement, shall not affect its perpetual duration, shall not permit additional development or improvements that would interfere with the essential scenic quality of the land (if applicable) 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, and shall not permit any impairment of the Conservation Values. **Grantor** and **Grantees** agree to reasonable consideration of any such proposed amendment, however, neither **Grantor** nor **Grantees** shall be bound to agree to any amendment. Any such amendment shall be recorded in the official land records of Beaufort County, South Carolina.

16. **Assignment.** The benefits of this Easement shall not be assignable by the **Grantees**, except if as a condition of any assignment, (i) **Grantee(s)** 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. In the event that **Grantee(s)** 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.

17. **No Extinguishment Through Merger.** **Grantor** and **Grantees** herein agree that should **Grantee(s)** come to own all or a portion of the fee interest in the Property, (i) **Grantee(s)** as successor in title to **Grantor** shall observe and be bound by the obligations of **Grantor** and the restrictions imposed upon the 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(s)** as promptly as practicable shall assign the **Grantee(s)** interests in this Easement of record to another holder in conformity with the requirements of this Easement. Any instrument of assignment of this Easement or the rights conveyed herein shall refer to the provisions of this Easement 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.

18. **Recordation.** **Grantees** shall record this instrument in timely fashion in the Register of Deeds 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.

19. **Effective Date.** **Grantor** and **Grantees** intend that the restrictions arising hereunder take effect on the day and year this Easement is recorded in the Register of Deeds Office for Jasper County, South Carolina after all required signatures have been affixed hereto.

20. **Controlling Law.** The interpretation and performance of this Easement shall be governed and construed in accordance with applicable federal law and the laws of South Carolina; provided however, in the event there is a conflict between applicable laws, federal law shall control without regard to conflicts of law principles.

21. **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 Purpose. 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.

22. **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.

23. **Representation of Authority.** Each signatory to this Easement represents and warrants that he or she is duly authorized to enter into and execute the terms and conditions of this Easement and to legally bind the party he or she represents.

24. **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 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 Section, Subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

IN WITNESS WHEREOF, **Grantor** and **Grantees** have caused this instrument to be effective the day and year first written above.

WITNESSES

GRANTOR:

The Nature Conservancy

By: _____
Dale Threatt-Taylor
Its: Executive Director

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Melonie Hammond-Trace, a Notary Public of the County and State aforesaid do hereby certify that Dale Threatt-Taylor personally appeared before me this date and acknowledged that he/she is Executive Director of The Nature Conservancy, and that he/she duly executed this instrument in the corporation's name as its Executive Director.

WITNESS my hand and Notarial Seal, this the 26th day of June, 2024

_____
Notary Public for State of South Carolina
My commission expires: 7/10/2028

(Notary Seal)

CO-GRANTEE:

WITNESSES:

BEAUFORT COUNTY OPEN LAND TRUST

By: _____

Kristin Williams
Its: Executive Director

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I, Ashley M. Rhodes, a Notary Public of the County and State aforesaid do hereby certify that Kristin Williams personally appeared before me this date and acknowledged that he/she is Executive Director of Beaufort County Open Land Trust, a South Carolina non-profit corporation, and that he/she duly executed this instrument in the corporation's name as its Executive Director.

WITNESS my hand and Notarial Seal, this the 28th day of June, 2024

_____
Notary Public for State of South Carolina
My commission expires: 5/5/2027

(Notary Seal)

CO-GRANTEE:

WITNESSES :

UNITED STATES OF AMERICA

By: _____

Its: Director Real Estate Division

STATE OF VIRGINIA)
) ACKNOWLEDGMENT
CITY OF NORFOLK)

I, Gregory Stoeger, a Notary Public of the City and State aforesaid do hereby certify that Amanda M Peck personally appeared before me this date and acknowledged that he/she is Real Estate Contracting Officer of United States of America, and that he/she duly executed this instrument in the corporation's name as its Warranted Authority.

WITNESS my hand and Notarial Seal, this the 22 day of July, 2024

_____

Notary Public for State of Virginia
My commission expires: 12/31/2026

(Notary Seal)

GREGORY STOEGER
NOTARY PUBLIC
REG. #8020196
MY COMMISSION EXPIRES
12/31/2026
COMMONWEALTH OF VIRGINIA

EXHIBIT A
Property Description

PARCEL I

All that certain piece, parcel or tract of land together with all buildings and improvements thereon situate, lying and being in Jasper County, South Carolina containing 264.33 acres, more or less, of high ground and salt marsh, shown on that certain map or plat thereof prepared by Terry M. Coleman, SC Registered Land Surveyor No. 12838, dated April 6, 1995 and entitled "Plat of 264. 33+/- Acres of High Ground and Salt Marsh, Being Known as Parcels 'E' and 'F', Formerly a Portion of Gregorie Neck Plantation, Near Coosawhatchie, Jasper County, South Carolina, Surveyed For: Mr. Robert S. Jepson, Jr.", and recorded in Plat Book 21 at Page 282 in the Office of Clerk of Court for Jasper County, South Carolina. This plat is incorporated into and made a part of this description by reference. According to the plat this property is bounded, now or formerly, as follows:

Beginning at a point located at the intersection of the northeastern right-of-way of S.C. Highway S-27-172 with the southeastern right-of-way of U.S. Interstate I-95 Frontage Road; thence proceeding along the southeastern right-of-way of Frontage Road N 59°42'30" E a distance of 27.87 feet to an iron rod; thence proceeding along the right-of-way on a curve in a northeasterly direction to the right having a radius of 353.00 feet, being subtended by a chord of N 38°48'06" E for a distance of 251.94 feet to an iron rod; thence proceeding N 17°53'41" E for a distance of 319.38 feet to an iron rod; thence proceeding along a curve in a northeasterly direction to the left having a radius of 1367.00 feet, being subtended by a chord of N 39°41'32" E for a distance of 1015.21 feet to an iron rod; thence proceeding N 61°29'24" E a distance of 184.30 feet to an iron rod; thence proceeding N 62°39'22" E for a distance of 838.34 feet to a concrete monument; thence proceeding S 89°30'44" E a distance of 1445.58+/- feet to the mean low water line located on the western side of the Tullifiny River; thence proceeding along the meanderings of said low water line in a generally southern direction 4044± feet to a point on said mean low water line; thence proceeding S 11°04'45" W a distance of 65.10+/- feet to a concrete monument; thence proceeding S 11°04'45" W a distance of 603.36 feet to a concrete monument; thence proceeding S 36°40'41" W a distance of 2065.52 feet to a 40 inch oak tree; thence proceeding N 52°12'06" W a distance of 529.17 feet to an iron rod; thence proceeding along a curve in a northerly direction to the right having a radius of 1867.00 feet, being subtended by a chord of N 48°51'28" W for a distance of 217.81 feet to an iron rod; thence proceeding N 45°30'50" W a distance of 609.26 feet to an iron rod; thence proceeding N 47°04'44" W a distance of 1250.22 feet to an iron rod; thence proceeding along a curve in a northerly direction to the right having a radius 1447.00 feet, being subtended by a chord of N 35°09'19" W for a distance of 597.92 feet to an iron rod; thence proceeding N 23°13'53" W a distance of 627.37 to the point of beginning, be all said measurements more or less, all of which will more fully appear by reference to the above-mentioned plat.

SAVE AND EXCEPTING the rights of the State of South Carolina and Jasper County to the lands lying within the right-of-way of the frontage road to said U.S. Interstate I-95, and the lands lying within the right-of-way of South Carolina Highway S-27-172.

TMS# 087-00-09-023

PARCEL II

All that certain piece, parcel or tract of land, situate, lying and being on Gregorie Neck, Jasper County, South Carolina and containing, and being shown and described as "PARCEL C TM# 087-00-09-025 +/- 8.27 acres" on that certain plat entitled "A Boundary Survey of Tax Map# 087-00-09-024, Tax Map #087-00- 09-025 & Tax Map 089-00-09-042, Tullifiny Area, Jasper County, South Carolina", Prepared by Thomas G. Stanley, S.C.R.L.S. No: 18269, dated March 1, 2007, and recorded in the Office of the Register of Deeds for Jasper County, South Carolina in Plat Book 30 at Page 92. For an accurate description as to the metes, bounds, courses, and distances of said parcel, reference to said plat of record shall be had.

TMS# 087-00-09-025

PARCEL III

ALL that certain piece, parcel or tract of land, together with all buildings and improvements thereon, situate, lying and being in Jasper County, South Carolina, as shown on a plat thereof entitled "Plat of 4,136.7± Acres of High Ground and Salt Marsh, Being Known as Gregorie Neck Plantation, Near Coosawhatchie, Jasper County, South Carolina," surveyed for Mr. Robert S. Jepson, Jr., by Terry M. Coleman, R.L.S. No. 12838, dated March 17, 1994, and recorded in the office of the ROD for Jasper County, SC in Plat Book 21 Page 50. This plat is incorporated into and made a part of this description by reference. According to the plat and the prior deeds, this property is more particularly described as follows:

Beginning at a concrete monument on the northwestern corner of said property where said property corners on the right-of-way of the Seaboard Coast Line Railroad and lands now or formerly of Wall, which point is N 35° 10' 6" E a distance of 960.67 feet from the run of the Tullifinny River where the run of the Tullifinny River intersects the southeastern boundary of the right-of-way of the Seaboard Coast Line Railroad; thence proceeding from said point of beginning S 68° 08' 53" E for a distance of 2068.61 feet along lands now or formerly of Wall to a concrete monument; thence proceeding N 17° 10' 15" E for a distance of 2827.82 feet along lands now or formerly of Wall, lands now or formerly of Richardson, lands now or formerly of Point South Partners and lands now or formerly of Richardson to an iron rod; thence proceeding N 87° 24' 42" E for a distance of 898.24 feet along lands now or formerly of Point South Partners to a concrete monument; thence proceeding S 07° 11' 25" W for a distance of 2789.14 feet along lands now or formerly of Boozer, lands now or formerly of Humble Oil Company and lands now or formerly of McPherson, to an iron rod on the northwestern boundary of the right-of-way of U.S. Interstate I-95; thence proceeding S 14° 27' 21" E for a distance of 556.03 feet across the right-of-way of U.S. Interstate I-95 to a concrete monument on the southeastern boundary of the right-of-way of U.S. Interstate I-95; thence proceeding S 74° 08' 31" E for a distance of 608.12 feet along lands now or formerly of Yemassee Outdoor Advertising to a concrete monument; thence proceeding S 01° 17' 51" W for a distance of 1739.48 feet along lands now or formerly of Pinckney to a concrete monument; thence proceeding S 00° 30' 41" E for a distance of 1216.96 feet along lands now or formerly of Davidson to a concrete monument; thence proceeding S 86° 38'

of Davidson to a concrete monument; thence proceeding S 00° 30' 46" W for a distance of 10 feet along lands now or formerly of Davidson to an iron rod; thence proceeding S 04° 15' 03" W for a distance of 460.48 feet along lands now or formerly of Quash to an iron rod; thence proceeding S 08° 00' 26" E for a distance of 97.18 feet across the right-of-way of State Highway S-27-344 to an iron rod; thence proceeding S 00° 16' 48" W for a distance of 1824.31 feet along the western boundary of State Highway S-27-391 separating the tract herein conveyed from lands of various property owners to a point; thence continuing along the western boundary of the right-of-way of S.C. Highway S-27-391 for a distance of 2024.93 feet to an iron rod; thence proceeding S 00° 49' 57" W for a distance of 1778.17 feet along lands now or formerly of Simmons to an iron rod; thence proceeding S 89° 41' 15" W for a distance of 809.88 feet along lands now or formerly of Ryans to a concrete monument; thence proceeding S 23° 48' 30"

W for a distance of 1420.16 feet to the mean low water line located on the southern side of the Tullifinny River; thence proceeding along the meanderings of said mean low water line in a generally easterly then southerly direction to the confluence of the Tullifinny and Coosawhatchie Rivers; thence proceeding generally in a northwesterly direction along the meanderings of the mean low water line of the Coosawhatchie River to a point on said mean low water line where the tract herein described borders on lands now or formerly of Rankin; thence proceeding N 19° 12' 59" E for a distance of 6813.93 feet along lands now or formerly of Rankin and lands now or formerly of S.C. Cellular to a concrete monument on the southwestern boundary of State Highway S-27-172; thence proceeding N 32° 16' 09" E for a distance of 65.97 feet across the right-of-way of S.C. Highway S-27-172 to a point; thence proceeding N 36° 40' 41" E for a distance of 2065.52 feet along lands now or formerly of Rankin to a concrete monument; thence proceeding N 11° 04' 45" E for a distance of 603.36 feet along lands now or formerly of Rankin to a concrete monument; thence proceeding N 11° 04' 45" E for a distance of 65.10 feet to a point located in the run of the Tullifinny River; thence proceeding along the meandering of the run of the Tullifinny River in a generally northwesterly direction to a point on the southeastern boundary of the right-of-way of the Seaboard Coast Line Railroad; thence proceeding N 35° 10' 06" E for a distance of 960.67 feet along the southeastern boundary of the Seaboard Coast Line Railroad right-of-way to the point of beginning, be all said measurements more or less, all of which will more fully appear by reference to the above-mentioned plat.

SAVING AND EXCEPTING the rights of the State of South Carolina and Jasper County to the lands lying within the right-of-way of U.S. Interstate I-95, the lands lying within the right-of-way of the frontage road to said U.S. Interstate I-95, and the lands lying within the right-of-way of South Carolina Highways S-27-344 and S-27-172.

ALSO, SAVING AND EXCEPTING a 10.74 acres, more or less, parcel as shown on the above-referenced plat as lands now or formerly of Ebernezer Methodist Church, lands now or formerly of Thomas, lands now or formerly of Johnson and lands now or formerly of Tullifinny Holiness Church, which said parcel is more fully described according to the above-referenced plat as follows: beginning at the point of beginning which is located as follows: Commencing at the point of tangent of the most northern curve located on the western right-of-way of U.S. Interstate I-95, which point of tangent is the point of tangent of the first curve in U.S. Interstate I-95 north of S.C. Highway S-27-374; thence proceeding S 24° 08' 50" W for a distance of 761.89 feet to a point; thence proceeding N 65° 51' 10" W for a distance of 142.43 feet to a concrete monument being the point of beginning; thence proceeding from said point of beginning, which is marked with a concrete monument S 19° 31' 03" W for a distance of 1262.55 feet

to an iron rod; thence proceeding N 30° 02' 07" W for a distance of 19.13 feet to an iron rod; thence proceeding S 60° 25' 23" W for a distance of 106.36 feet to an iron rod; thence proceeding N 29° 39' 53" W for a distance of 210 feet to a concrete monument; thence proceeding N 60° 25' 35" E for a distance of 105 feet to a concrete monument; thence proceeding N 30° 02' 07" W for a distance of 699.52 feet to an iron rod; thence proceeding N 66° 28' 14" E a distance of 967.03 feet to a concrete monument being the point of beginning be all said measurements more or less. Said out parcel being completely surrounded by the lands herein conveyed.

TMS# 087-00-09-022 and 087-00-09-031

Together with all of its right, title and interests, if any, in and to any gaps, strips, or gores lying within or between the boundaries of the property being conveyed herein as described in the legal description and the adjoining rivers, streams, marshes, properties, streets, roads or rights of way.

This is the same property conveyed to The Nature Conservancy by deed of 1415 Gregorie Neck, LLC dated February 12, 2024 and recorded in the office of the Register of Deeds for Jasper County in ORB 1143 at pages 878-885.

EXHIBIT B

Baseline Report

Conservation Easement
Baseline Documentation Report

±4,409.37-Acre Gregorie Neck

Condition of Property as of June 14, 2024
Visited on: 11/30/2024, 1/5/2024, 2/15/2024, 3/26/2024, and 6/14/2024

Gregorie Neck
Coosawhatchie, Jasper County, South Carolina

Prepared By: Caylor Romines, Director of Stewardship
PO Box 75, Beaufort, SC 29901
905 Charles Street, Beaufort, SC 29902

DT-1 TNC CR OLT MRS DOD

Table of Contents

1. Acknowledgement of Property Condition

2. Baseline Documentation

   A. Property Information
   B. Conservation Purposes and Values of the Property
   C. Natural Features of the Property
   D. Manmade Features

3. Baseline Documentation Exhibits:

   Exhibit A: Legal Description
   Exhibit B: Jasper County Parcel Data
   Exhibit C: Location Map
   Exhibit D: Regional Protected Lands Map
   Exhibit E: Aerial Imagery Showing Current Conditions
   Exhibit F: Proposed Subdivided Tracts Map
   Exhibit G: USDA Soils – Farmland Classification Map
   Exhibit H: Land Cover Map
   Exhibit I: Intact Habitat Cores (2023)
   Exhibit J: Plat
   Exhibit K: LiDAR Imagery on Individual Tracts
   Exhibit L: Photopoint Maps and Photos for Existing Impervious Surfaces
   Exhibit M: Photos Representative of Property as a Whole
   Exhibit N: Open Land Trust Board Approval
   Exhibit O: Preparer's Qualifications

For the purposes of this document, "Gregorie Neck Plantation", "Gregorie Neck", "Protected Property" and "Property" are used interchangeably to refer to the subject parcel(s).

Note: Each page of this report and each page of any attachment should be initialed by all parties.

DT-T TNC OLT DOD

C. Natural Features of the Property

Background

The earliest known date of existence was in 1736 as a grant to Samuel Prioleau then owned by Mrs. Ann Graeme in 1787. In 1865, Union troops approached the property and many of the structures were destroyed by the US Army. The property was then owned by the Garbade family until 1927 when it was purchased by Bayard Dominick. Under the Dominick ownership, neighboring land was purchased and added to the plantation bringing total acreage to 3,404. The Honeywells owned the property for a brief three years before being purchased by the Janney family in 1953. It would remain in the Janney family for nearly four decades. The Jepson family from Savannah purchased the property in 1993 and has owned the property until The Nature Conservancy purchased the property in February of 2024. The property has historically been used for rural recreation, hunting and fishing, timber production and agriculture including cattle production. Gregorie Neck is adjacent to and in close proximity to other open space, rural recreation, agricultural and timber tracts in northeastern Jasper County as well as southern Hampton County and northern Beaufort County. The preservation of which ensures stability of rural land uses throughout this area. As of the date of this report, the site is comprised of loblolly/slash pine forests, mixed upland hardwood/pine forests, unpaved interior roads and firelanes, a system of drainage ditches, several areas of cleared agricultural fields, pastures, impoundments, a fishing pond and forested/nonforested wetlands.

Soils

As defined and mapped using information provided by U.S. Department of Agriculture Natural Resource Conservation Service, the property contains ±741 acres of Prime Farmland, and ±2,130 acres of Farmland of Statewide Importance. This table lists the map units in the survey area that are considered important farmlands. Important farmlands consist of prime farmland, unique farmland, and farmland of statewide or local importance. This does not constitute a recommendation for a particular land use. In an effort to identify the extent and location of important farmlands, the Natural Resources Conservation Service, in cooperation with other interested Federal, State, and local government organizations, has inventoried land that can be used for the production of the Nation's food supply.

For some of the soils identified as prime farmland, measures that overcome a hazard or limitation, such as flooding, wetness, and droughtiness, are needed. Onsite evaluation is needed to determine whether or not the hazard or limitation has been overcome by corrective measures. A recent trend in land use in some areas has been the loss of some prime farmland to industrial and urban uses. The loss of prime farmland to other uses puts pressure on marginal lands, which generally are more erodible, droughty, and less productive and cannot be easily cultivated.

In some areas, land that does not meet the criteria for prime or unique farmland is considered to be farmland of statewide importance for the production of food, feed, fiber, forage, and oilseed crops. The criteria for defining and delineating farmland of statewide importance are determined by the appropriate State agencies. Generally, this land includes areas of soils that nearly meet the requirements for prime farmland and that economically produce high yields of crops when treated and managed according to acceptable farming methods. Some areas may produce as high a yield as prime farmland if conditions are favorable. Farmland of statewide importance may include tracts of land that have been designated for agriculture by State law.

Definitions are provided by U.S. Department of Agriculture Natural Resource Conservation Service.

Prime farmland is of major importance in meeting the nation's short- and long-range needs for food and fiber. Prime farmland, as defined is land that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops and is available for these uses. It could be cultivated land, pastureland, forestland, or other land, but it is not urban or built-up land or water areas. The soil quality, growing season, and moisture supply are those needed for the soil to economically produce sustained high yields of crops when proper management, including water management, and acceptable farming methods are applied. In general, prime farmland has an adequate and dependable supply of moisture from precipitation or irrigation, a favorable temperature and growing season, acceptable acidity or alkalinity, an acceptable salt and sodium content, and few or no rocks. The water supply is dependable and of adequate quality. Prime farmland is permeable to water and air. It is not excessively erodible or saturated with water for long periods, and it either is not frequently flooded during the growing season or is protected from flooding. Slope ranges mainly from 0 to 6 percent.

Farmland of statewide importance is land that does not meet the national criteria for prime or unique farmland but has been identified by state agencies as important for protection, including areas of soils that nearly meet the requirements for prime farmland and that economically produce high yields of crops.

Gregorie Neck contains approximately the following soil types of Prime Farmland and Farmland of Statewide Importance:

SYMBOL	MAP UNIT NAME	SOIL RATING	ACRES	PERCENT
Aa	Albany loamy fine sand, 0 to 2 percent slopes	[redacted]	184.4	4.15%
Ae	Argent fine sandy loam	[redacted]	191.6	4.32%
Ag	Argent clay loam	[redacted]	125	2.82%
Bb	Bertie loamy fine sand	[redacted]	142	3.20%
Bd	Bladen fine sandy loam	[redacted]	605	13.63%
BeB	Blanton fine sand, 0 to 6 percent slopes	[redacted]	101.3	2.28%
BK	Bohicket association	[redacted]	662.8	14.93%
Bp	Borrow pits	[redacted]	20.8	0.47%
Ca	Cape Fear loam	[redacted]	75.2	1.69%
CE	Capers association	[redacted]	434.9	9.79%
CmB	Chisolm loamy fine sand, 0 to 6 percent slopes	[redacted]	57.2	1.29%
Cs	Coosaw loamy fine sand	[redacted]	195.8	4.41%
Cx	Coxville fine sandy loam	[redacted]	2.3	0.05%
Ec	Echaw loamy fine sand	[redacted]	5.9	0.13%
EdB	Eddings fine sand, 0 to 6 percent slopes	[redacted]	8.4	0.19%
Ee	Eulonia fine sandy loam	[redacted]	40.9	0.92%
GoA	Goldsboro loamy fine sand, 0 to 2 percent slopes	[redacted]	2.1	0.05%
HA	Handsboro soils	[redacted]	129.5	2.92%
Ln	Lynchburg loamy fine sand, 0 to 2 percent slopes	[redacted]	89.1	2.01%
Ly	Lynn Haven fine sand	[redacted]	10.7	0.24%
Mu	Murad fine sand	[redacted]	12.8	0.29%
NeA	Nemours fine sandy loam, 0 to 2 percent slopes	[redacted]	5.8	0.13%
NeB	Nemours fine sandy loam, 2 to 6 percent slopes	[redacted]	60.7	1.37%
Oc	Ocilla loamy fine sand	[redacted]	43.5	0.98%
On	Onslow loamy fine sand	[redacted]	159.6	3.59%
Pe	Pelham loamy sand, 0 to 2 percent slopes	[redacted]	13.3	0.30%
Ra	Rains fine sandy loam, 0 to 2 percent slopes	[redacted]	12	0.27%
Sa	Santee fine sandy loam	[redacted]	19.3	0.43%
SE	Santee association	[redacted]	173.8	3.91%
W	Water	[redacted]	102.3	2.30%
Wa	Wahee fine sandy loam	[redacted]	459.2	10.34%
Wn	Williman loamy fine sand	[redacted]	51.5	1.16%
Ye	Yemassee loamy fine sand	[redacted]	241.5	5.44%

The Gregorie Neck soil map and chart are shown in Exhibit G.

Land Cover Types and Natural Communities

Land Cover Data is reported by the United States Geological Survey National Land Cover Database (NLCD), multi-resolution Land Characteristics Consortium, a partnership of Federal agencies working together to produce current, nationally consistent, land cover products for all 50 states and Puerto Rico. The latest iteration of the NCLD is from 2020. It is updated every five years and stands as the definitive land cover database for the United States. Using this Land Cover data provides a snapshot of the Property at the time of the easement. Land Cover as noted in this Baseline Report may change over time but Conservation Values are protected by the easement.

Grassland / Herbaceous / Pasture / Cultivated Crops

A portion of the habitat type on the property consists of open area grassland, crop and pasture lands, which makes up approximately ±317 acres of the subject tract. The areas are managed for wildlife habitat, cow and horse pasture land, open space rural recreation and scenic views. The area around the main house and other structures is mowed and maintained as lawn. This accounts for approximately 37 acres of the property where approximately 75 acres is in pasture land and the remainder is managed as agriculture and wildlife areas.

Evergreen Forest

Gregorie Neck features ± 1,322 acres of Evergreen Forest characterized by perennial foliage and diverse wildlife. Dominated largely by loblolly (***Pinus taeda***) **and slash pine (*Pinus elliottii*)** alongside hardwoods like live oak and magnolia (*Magnolia virginiana* and *Magnolia grandiflora*), these forests provide crucial habitat for species like white-tailed deer (*Odocoileus virginianus*) and wild turkey (*Meleagris gallopavo*). Gregorie Neck's forests also offer recreational opportunities and support timber production while contributing to carbon sequestration and soil stabilization. Conservation efforts, including controlled burns, are vital for maintaining the health and resilience of these ecosystems, ensuring their continued viability. As a significant property within South Carolina's natural heritage, Gregorie Neck stands as a testament to the state's ecological richness and cultural significance.

Mixed Pine/Hardwood Upland Forest and Shrub/Scrub

Located across much of the tract, the mixed pine/hardwood upland forest habitat consists of various species of timber and vegetation typical of the habitat type. This habitat makes up approximately ± 546 acres.

These landscapes consist of evergreen broadleaved canopy trees with interspersed pine, such as loblolly pine (*Pinus taeda*), slash pine (*Pinus elliottii*), southern magnolia (*Magnolia grandiflora*), sweetbay magnolia (*Magnolia virginiana*), redbay (*Persea borbonia*), loblolly-bay (*Gordonia lasianthus*), sabal palm (*Sabal palmetto)*, and several evergreen oaks such as myrtle oak (*Quercus myrtifolia*), and the iconic southern live oak (*Quercus virginiana*) often covered with Spanish moss (*Tillandsia usneoides*). The understory is also often evergreen in these forests, with southern wax myrtle (*Myrica cerifera*) and American olive (*Osmanthus americanus*) very common to also include a variety of grasses and forbs such as broomsedge *(Andropogon virginicus)*, wiregrass *(Eleusine indica)*, partridge pea *(Chamaecrista fasciculata)* and American goldenrod *(Solidago altissima)*, while several evergreen species of *Ericaceae*, *Ilex*, and scrub palms (*Sabal minor* and *Serenoa*) are common on more moist sites.

Emergent Wetland / Salt Marsh

Salt marshes, abundant along the Southeastern coast, are characterized by the twice-daily tides flooding low-lying areas just inland from the ocean, with South Carolina boasting the largest marsh area among Atlantic coast states. These marshes serve crucial ecological roles: nurturing various economically and recreationally important species as nursery grounds, acting as natural filters by removing sediments and toxins from water, and mitigating coastal erosion by buffering storm surges. The tidal dynamics create distinct zones within the marsh—high and low—dictating the salinity levels and influencing the flora and fauna that can thrive. The dominant plant, smooth cordgrass (*Spartina*), is well-adapted to regular saltwater inundation, forming dense stands that contribute to the marsh's productivity. Spartina serves as a foundation for a diverse food web, sustaining organisms like fiddler crabs, marsh snails, oysters, and juvenile fish. Salt marshes also support numerous bird species, including herons, egrets, and terns, as well as some mammals like raccoons and minks, while providing foraging grounds for bottlenose dolphins. These habitats are vital ecosystems teeming with life and playing essential roles in coastal resilience and biodiversity conservation. Gregorie Neck contains approximately ±1,194 acres of saltmarsh along both the Coosawhatchie and Tulifiny Rivers.

Forested Wetland / Open Water

Gregorie Neck contains ± 998 acres of forested wetlands that are often important for many avian species as well as herptofauna. Wetlands are essential for the survival and reproduction of many species of amphibians, reptiles, birds, fish, and various species of mammals. The dominate overstory within the forested wetland areas include live oak (*Quercus virginiana*), water oak (*Quercus nigra*), eastern red cedar (*Juniperus virginiana*), loblolly pine (*Pinus taeda*), sabal palmetto (*Sabal palmetto*). Vegetation typical within the understory of the forested wetland areas and the non-forested wetland areas includes, but is not limited to saltbush (*Baccharis halimifolia*), wax myrtle (*Myrica cerifera*), blackberry (*Rubus spp.*), panic grass (*Panicum spp.*), Virginia chain-fern (*Woodwardia virginica*), netted chain-fern (*Woodwardia*

areolata), cinnamon fern (*Osmunda cinnamomeum*), soft rush (*Juncus effusus*), woolgrass (*Scirpus cyperinus*), and various sedges (*Carex spp.*).

The remaining acreage is made up of dirt and natural roadbeds and transitions between habitat types.

The land cover map for the Gregorie Neck is shown in Exhibit H.

D. Manmade Features

Structures

As of the date of this report, one (1) residential structure exists on the property. Several other farm related buildings exist on the property and can be found in the table below. These structures exist at the time of the conservation easement and are subject to the restrictions of the conservation easement.

Structure	Total SqFt	Photo #
Horse Barn	7,266	1
Car Barn	8,198	2
Car Barn (Driveway)	5,592	2
Car Barn (Pump House)	120	3
Greenery	880	4
Tractor Shed	11,480	5
Quonset Building	814	6
Main Kennel	2,160	7
Old Horse Stable	2,520	12
Chicken Coop	80	13
Old Dog Pen	400	13
Garage	1,470	8
Garage (slab)	300	8
Tree House	100	9
Shop	1,100	10
Managers House	3,219	11
Huntmaster House	1,947	13
Girls' Club	360	14
Main House	5,373	15
Main House (Driveway)	3,458	15
Brick Circle (11')	95	16
Brick Circle (18')	255	16
Fountain	28	16
Boys' Club	3,855	17
Boys' Club (Pumphouse)	90	18
Brick Circle (20')	314	18
Sidewalk	816	18
Tennis Court	7,200	20
Bath House	527	19
Fountain Walkway	300	19
Fountain Circle	176	19
Skeet Towers and Shooting Pads	191	21
Helicopter Pad	1,225	22
Hayshed	3,520	23
Cattle Storage Shed	180	24
Quail Pen	380	25
Johnny House	20	25
Pump House	126	25
Silos and Concrete Pad	44,000	27
Dairy Barn	2,345	26
Pump House	145	28
Skeet House	64	29
Main House Dock (over land)	40	30
Staff Cottage 1 (north)	1,440	32
Staff Cottage 2 (north) + Shed	784	33
Total Existing Impervious Surfaces: 124,953 square feet		

DTT TNC _____ OLT MPK DOD

Impervious Surface

The impervious surface allowance in the conservation easement totals 960,280 square feet for existing and future structures and surfaces. At the time of this report, the total impervious surface that exists on the property is approximately 124,953 square feet including all above structures. The following table can be used to track future structures and impervious surfaces.

Tracking List of Future Structures:		
Structure	**Total SqFt**	**Year Constructed**

E. Restrictions and Limitations:

** *NOTE: Recorded Conservation Easement Document Terms Supersede the Following Terms Shall There Be Any Discrepancies.* **	
Subdivision:	Property currently exists as four (4) parcels. The property can be subdivided into seven (7) total parcels, with no subdivision being less than 400 acres in size, except for the "Battle of the Tulifiny battle site" which may be 285 acres to encompass the historic resource.
Impervious Surface Limitation:	960,280 square feet of impervious surface in aggregate will be permitted. All Residential Structures, Agricultural Structures, Related Outbuildings and Recreational Structures are included in this allocation, as well as any other impervious surfaces extending from the end of Gregorie Neck Road.
Residential Structures:	Any subdivided tract <1,000 acres may have up to two Residential Structures. Any tract greater than ≥1,000 acres may have up to three Residential Structures. No structure noted in this BDR that is <1,500 acres shall be counted in the allocation. Residential Structures may be rebuilt, repaired, replaced, or repurposed as long as expansion is <10%. All new Residential Structures must be located within a permitted Designated Building Area.
Building Height:	40' maximum above the minimum 1st floor FEMA elevation.
Towers:	Recreational towers for wildlife observation of <40' in height are permitted.
Road Buffer:	150' structure/impervious surface set back buffer from the public roads.
Riparian Buffer:	150' buffer from OCRM critical line on the Tulifiny and Coosawhatchie Rivers.
Docks:	Each subdivided parcel can have one dock on public waters, subject to all OCRM/ACOE standards. Dock lighting should not interfere with river navigation or night sky. Internal docks on internal impoundments may be permitted, subject to approval and subject to all OCRM/ACOE standards. Existing dock is not represented in this allocation. ≤250' pier head permitted.
Industrial Uses:	All industrial uses, activities, structures, or right of passage are prohibited.
Commercial Uses:	Commercial uses, activities, structures, or right of passage not specifically permitted herein are prohibited without prior Approval
Services:	Construction of water wells, septic systems, utility services and service roadways are limited to serve allowed uses and subject to all restrictions and limitations and all applicable governmental laws and regulations. Owner is permitted to grant utility and other easements as necessary to enable the delivery of these services.
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 as delineated herein or otherwise required by law.
Significant Trees:	Live oaks, cypress and magnolia trees with DBH of 16 inches or greater protected.
Landscaping:	Permitted, limited to the management of vegetation associated with the uses allowed by this Easement.
Signs:	Limited to 8 square feet in size when visible from off the Property.

Archeological and Paleontological Excavations:	Notice required for archeological or paleontological excavation. Sites shall be returned to, or as close as possible to, its previous state, unless to be maintained for interpretive purposes related to education.
Forestry Uses and Practices:	Commercial and Recreational Forest Management practices including those associated with Commercial Timber Farming are permitted. Notice is required for timber harvests occurring per Timber Management practices.
Agricultural Uses:	Permitted.
Rural Recreational Uses:	Hunting, fishing, shooting, swimming, camping, tennis, equine and other sports are permitted.
Impoundments:	Refer to Conservation Easement
Mining:	Surface mining prohibited.
Topography and Hydrology:	No adverse material alteration of the topography or hydrology, unless otherwise provided for in Paragraphs 4 or 5. Exceptions for wildlife management, as permitted by local, state, and federal authorities, are allowed.

DTJ TNC ca OLT MRK DOD

3. Baseline Documentation Exhibits

Exhibit A: Legal Description

Jasper County Tax Map# 087-00-09-022, 087-00-09-023, 087-00-09-025 and 087-00-09-031

Grantee's Address: Open Land Trust
c/o: Executive Director
P. O. Box 75
Beaufort, SC 29901

Commanding Officer
Attn: Community Plans and Liaison Office
Marine Corps Air Station Beaufort
PO Box 55001
Beaufort, SC 29904-5001

Department of the Navy
NAVFACSYSCOM MID-ATLANTIC
9324 Virginia Ave.
Norfolk, VA 23511-3095
Attn: Real Estate Department

A Conservation Easement over and across:

PARCEL I

All that certain piece, parcel or tract of land together with all buildings and improvements thereon situate, lying and being in Jasper County, South Carolina containing 264.33 acres, more or less, of high ground and salt marsh, shown on that certain map or plat thereof prepared by Terry M. Coleman, SC Registered Land Surveyor No. 12838, dated April 6, 1995 and entitled "Plat of 264. 33+/- Acres of High Ground and Salt Marsh, Being Known as Parcels 'E' and 'F', Formerly a Portion of Gregorie Neck Plantation, Near Coosawhatchie, Jasper County, South Carolina, Surveyed For: Mr. Robert S. Jepson, Jr.", and recorded in Plat Book 21 at Page 282 in the Office of Clerk of Court for Jasper County, South Carolina. This plat is incorporated into and made a part of this description by reference. According to the plat this property is bounded, now or formerly, as follows:

Beginning at a point located at the intersection of the northeastern right-of-way of S.C. Highway S-27-172 with the southeastern right-of-way of U.S. Interstate I-95 Frontage Road; thence proceeding along the southeastern right-of-way of Frontage Road N 59°42'30" E a distance of 27.87 feet to an iron rod; thence proceeding along the right-of-way on a curve in a northeasterly direction to the right having a radius of 353.00 feet, being subtended by a chord of N 38°48'06" E for a distance of 251.94 feet to an iron rod; thence proceeding N 17°53'41" E for a distance of 319.38 feet to an iron rod; thence proceeding along a curve in a northeasterly direction to the left having a radius of 1367.00 feet, being subtended by a chord of N 39°41'32" E for a distance of 1015.21 feet to an iron rod; thence proceeding N 61°29'24" E a distance of 184.30 feet to an iron rod; thence proceeding N 62°39'22" E for a distance of 838.34 feet to a concrete monument; thence proceeding S 89°30'44" E a distance of 1445.58+/- feet to the mean low water line located on the western side of the Tullifiny River; thence proceeding along the meanderings of said low water line in a generally southern direction 4044± feet to a point on said mean low water line; thence proceeding S 11°04'45" W a distance of 65.10+/- feet to a concrete monument; thence proceeding S 11°04'45" W a distance of 603.36 feet to a concrete monument; thence proceeding S 36°40'41" W a distance of 2065.52 feet to a 40 inch oak tree; thence proceeding N 52°12'06" W a distance of 529.17 feet to an iron rod; thence proceeding along a curve in a northerly direction to the right having a radius of 1867.00 feet, being subtended by a chord of N 48°51'28" W for a distance of 217.81 feet to an iron rod; thence proceeding N 45°30'50" W a distance of 609.26 feet to an iron rod; thence proceeding N 47°04'44" W a distance of 1250.22 feet to an iron rod; thence proceeding along a curve in a northerly direction to the right having a radius 1447.00 feet, being subtended by a chord of N 35°09'19" W for a distance of 597.92 feet to an iron rod; thence proceeding N 23°13'53" W a distance of 627.37 to the point of beginning, be all said measurements more or less, all of which will more fully appear by reference to the above-mentioned plat.

SAVE AND EXCEPTING the rights of the State of South Carolina and Jasper County to the lands lying within the right-of-way of the frontage road to said U.S. Interstate I-95, and the lands lying within the right-of-way of South Carolina Highway S-27-172.

TMS# 087-00-09-023

PARCEL II

All that certain piece, parcel or tract of land, situate, lying and being on Gregorie Neck, Jasper County, South Carolina and containing, and being shown and described as "PARCEL C TM# 087-00-09-025 +/- 8.27 acres" on that certain plat entitled "A Boundary Survey of Tax Map# 087-00-09-024, Tax Map #087-00- 09-025 & Tax Map 089-00-09-042, Tullifiny Area, Jasper County, South Carolina", Prepared by Thomas G. Stanley, S.C.R.L.S. No: 18269, dated March 1, 2007, and recorded in the Office of the Register of Deeds for Jasper County, South Carolina in Plat Book 30 at Page 92. For an accurate description as to the metes, bounds, courses, and distances of said parcel, reference to said plat of record shall be had.

TMS# 087-00-09-025

DT.T TNC _____ OLT _____ DOD

PARCEL III

ALL that certain piece, parcel or tract of land, together with all buildings and improvements thereon, situate, lying and being in Jasper County, South Carolina, as shown on a plat thereof entitled "Plat of 4,136.7± Acres of High Ground and Salt Marsh, Being Known as Gregorie Neck Plantation, Near Coosawhatchie, Jasper County, South Carolina," surveyed for Mr. Robert S. Jepson, Jr., by Terry M. Coleman, R.L.S. No. 12838, dated March 17, 1994, and recorded in the office of the ROD for Jasper County, SC in Plat Book 21 Page 50. This plat is incorporated into and made a part of this description by reference. According to the plat and the prior deeds, this property is more particularly described as follows:

Beginning at a concrete monument on the northwestern corner of said property where said property corners on the right-of-way of the Seaboard Coast Line Railroad and lands now or formerly of Wall, which point is N 35° 10' 6" E a distance of 960.67 feet from the run of the Tullifinny River where the run of the Tullifinny River intersects the southeastern boundary of the right-of-way of the Seaboard Coast Line Railroad; thence proceeding from said point of beginning S 68° 08' 53" E for a distance of 2068.61 feet along lands now or formerly of Wall to a concrete monument; thence proceeding N 17° 10' 15" E for a distance of 2827.82 feet along lands now or formerly of Wall, lands now or formerly of Richardson, lands now or formerly of Point South Partners and lands now or formerly of Richardson to an iron rod; thence proceeding N 87° 24' 42" E for a distance of 898.24 feet along lands now or formerly of Point South Partners to a concrete monument; thence proceeding S 07° 11' 25" W for a distance of 2789.14 feet along lands now or formerly of Boozer, lands now or formerly of Humble Oil Company and lands now or formerly of McPherson, to an iron rod on the northwestern boundary of the right-of-way of U.S. Interstate I-95; thence proceeding S 14° 27' 21" E for a distance of 556.03 feet across the right-of-way of U.S. Interstate I-95 to a concrete monument on the southeastern boundary of the right-of-way of U.S. Interstate I-95; thence proceeding S 74° 08' 31" E for a distance of 608.12 feet along lands now or formerly of Yemassee Outdoor Advertising to a concrete monument; thence proceeding S 01° 17' 51" W for a distance of 1739.48 feet along lands now or formerly of Pinckney to a concrete monument; thence proceeding S 00° 30' 41" E for a distance of 1216.96 feet along lands now or formerly of Davidson to a concrete monument; thence proceeding S 86° 38' 46" W for a distance of 10 feet along lands now or formerly of Davidson to an iron rod; thence proceeding S 04° 15' 03" W for a distance of 460.48 feet along lands now or formerly of Quash to an iron rod; thence proceeding S 08° 00' 26" E for a distance of 97.18 feet across the right-of-way of State Highway S-27-344 to an iron rod; thence proceeding S 00° 16' 48" W for a distance of 1824.31 feet along the western boundary of State Highway S-27-391 separating the tract herein conveyed from lands of various property owners to a point; thence continuing along the western boundary of the right-of-way of S.C. Highway S-27-391 for a distance of 2024.93 feet to an iron rod; thence proceeding S 00° 49' 57" W for a distance of 1778.17 feet along lands now or formerly of Simmons to an iron rod; thence proceeding S 89° 41' 15" W for a distance of 809.88 feet along lands now or formerly of Ryans to a concrete monument; thence proceeding S 23° 48' 30"

DT-7 TNC ck OLT MRK DOD

W for a distance of 1420.16 feet to the mean low water line located on the southern side of the Tullifinny River; thence proceeding along the meanderings of said mean low water line in a generally easterly then southerly direction to the confluence of the Tullifinny and Coosawhatchie Rivers; thence proceeding generally in a northwesterly direction along the meanderings of the mean low water line of the Coosawhatchie River to a point on said mean low water line where the tract herein described borders on lands now or formerly of Rankin; thence proceeding N 19° 12' 59" E for a distance of 6813.93 feet along lands now or formerly of Rankin and lands now or formerly of S.C. Cellular to a concrete monument on the southwestern boundary of State Highway S-27-172; thence proceeding N 32° 16' 09" E for a distance of 65.97 feet across the right-of-way of S.C. Highway S-27-172 to a point; thence proceeding N 36° 40' 41" E for a distance of 2065.52 feet along lands now or formerly of Rankin to a concrete monument; thence proceeding N 11° 04' 45" E for a distance of 603.36 feet along lands now or formerly of Rankin to a concrete monument; thence proceeding N 11° 04' 45" E for a distance of 65.10 feet to a point located in the run of the Tullifinny River; thence proceeding along the meandering of the run of the Tullifinny River in a generally northwesterly direction to a point on the southeastern boundary of the right-of-way of the Seaboard Coast Line Railroad; thence proceeding N 35° 10' 06" E for a distance of 960.67 feet along the southeastern boundary of the Seaboard Coast Line Railroad right-of-way to the point of beginning, be all said measurements more or less, all of which will more fully appear by reference to the above-mentioned plat.

SAVING AND EXCEPTING the rights of the State of South Carolina and Jasper County to the lands lying within the right-of-way of U.S. Interstate I-95, the lands lying within the right-of-way of the frontage road to said U.S. Interstate I-95, and the lands lying within the right-of-way of South Carolina Highways S-27-344 and S-27-172.

ALSO, SAVING AND EXCEPTING a 10.74 acres, more or less, parcel as shown on the above-referenced plat as lands now or formerly of Ebernezer Methodist Church, lands now or formerly of Thomas, lands now or formerly of Johnson and lands now or formerly of Tullifinny Holiness Church, which said parcel is more fully described according to the above-referenced plat as follows: beginning at the point of beginning which is located as follows: Commencing at the point of tangent of the most northern curve located on the western right-of-way of U.S. Interstate I-95, which point of tangent is the point of tangent of the first curve in U.S. Interstate I-95 north of S.C. Highway S-27-344; thence proceeding S 24° 08' 50" W for a distance of 761.89 feet to a point; thence proceeding N 65° 51' 10" W for a distance of 142.43 feet to a concrete monument being the point of beginning; thence proceeding from said point of beginning, which is marked with a concrete monument S 19° 31' 03" W for a distance of 1262.55 feet to an iron rod; thence proceeding N 30° 02' 07" W for a distance of 19.13 feet to an iron rod; thence proceeding S 60° 25' 23" W for a distance of 106.36 feet to an iron rod; thence proceeding N 29° 39' 53" W for a distance of 210 feet to a concrete monument; thence proceeding N 60° 25' 35" E for a distance of 105 feet to a concrete monument; thence proceeding N 30° 02' 07" W for a distance of 699.52 feet to an iron rod; thence proceeding N 66° 28' 14" E a distance of 967.03 feet to a concrete monument being the point of beginning be all said measurements more or less. Said out parcel being completely surrounded by the lands herein conveyed.

TMS# 087-00-09-022 and 087-00-09-031

Together with all of its right, title and interests, if any, in and to any gaps, strips, or gores lying within or between the boundaries of the property being conveyed herein as described in the legal description and the adjoining rivers, streams, marshes, properties, streets, roads or rights of way.

This is the same property conveyed to The Nature Conservancy by deed of 1415 Gregorie Neck, LLC dated February 12, 2024 and recorded in the office of the Register of Deeds for Jasper County in ORB 1143 at pages 878-885.

DT-1 TNC _____ OLT _____ DOD

Exhibit B: Jasper County Parcel Information

As reported by Jasper County and accessed on June 18, 2024:

Property ID (PIN): 087-00-09-022, 087-00-09-023, 087-00-09-025 and 087-00-09-031
Parcel Address: 1415 Gregorie Neck Road, Yemassee, SC 29945

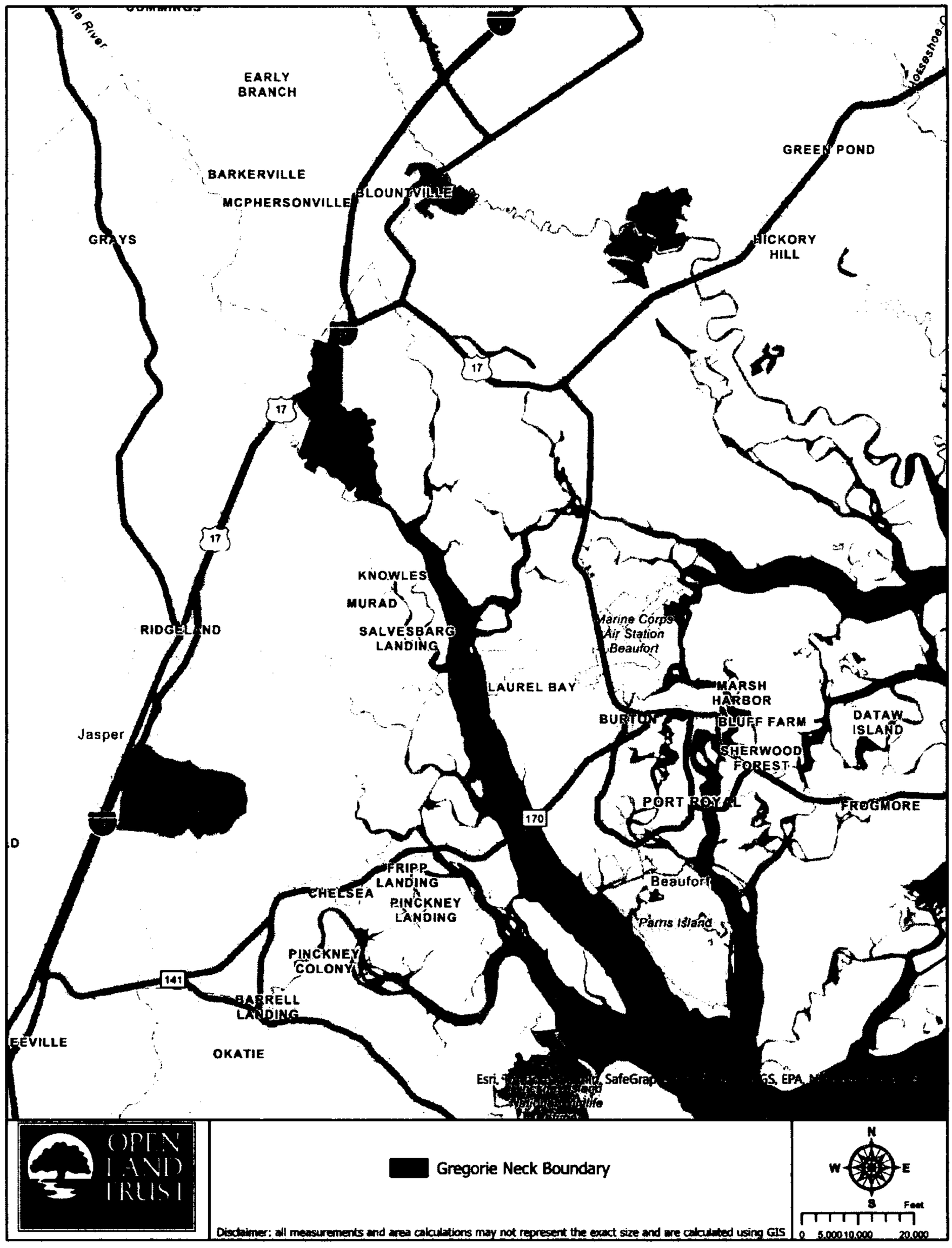
Owner:	The Nature Conservancy
Owner Address:	334 Blackwell Street, Suite 300 Durham, NC 27701
Property Class Code:	310-Rural single family residence (not legal) 353-Rural acres 397-Rural non-specific use lands (vacant)

Acreage: 4,409.37

Sales and Disclosure (not yet published in qpublic database)
Grantor: The Nature Conservancy (1415 Gregorie Neck, LLC)
Book and Page: 1143 / 878-885
Plat Book: 21/50, 21/282 and 30/92
Date: 02/14/2024

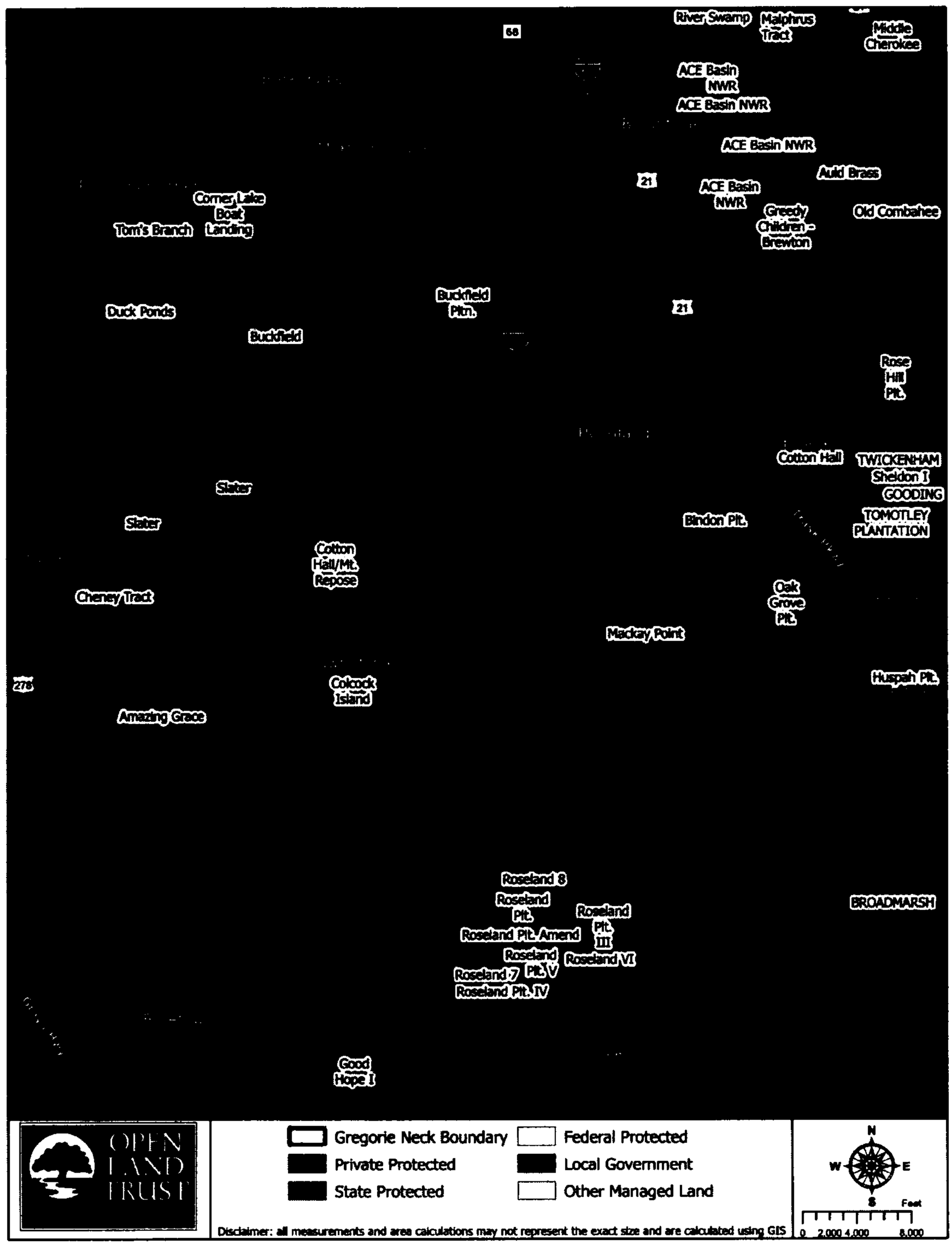
DTT TNC CA OLT MPK DOD

Exhibit C: Location Map



DT-T TNC _____ OLT MRK DOD

Exhibit D: Regional Protected Lands

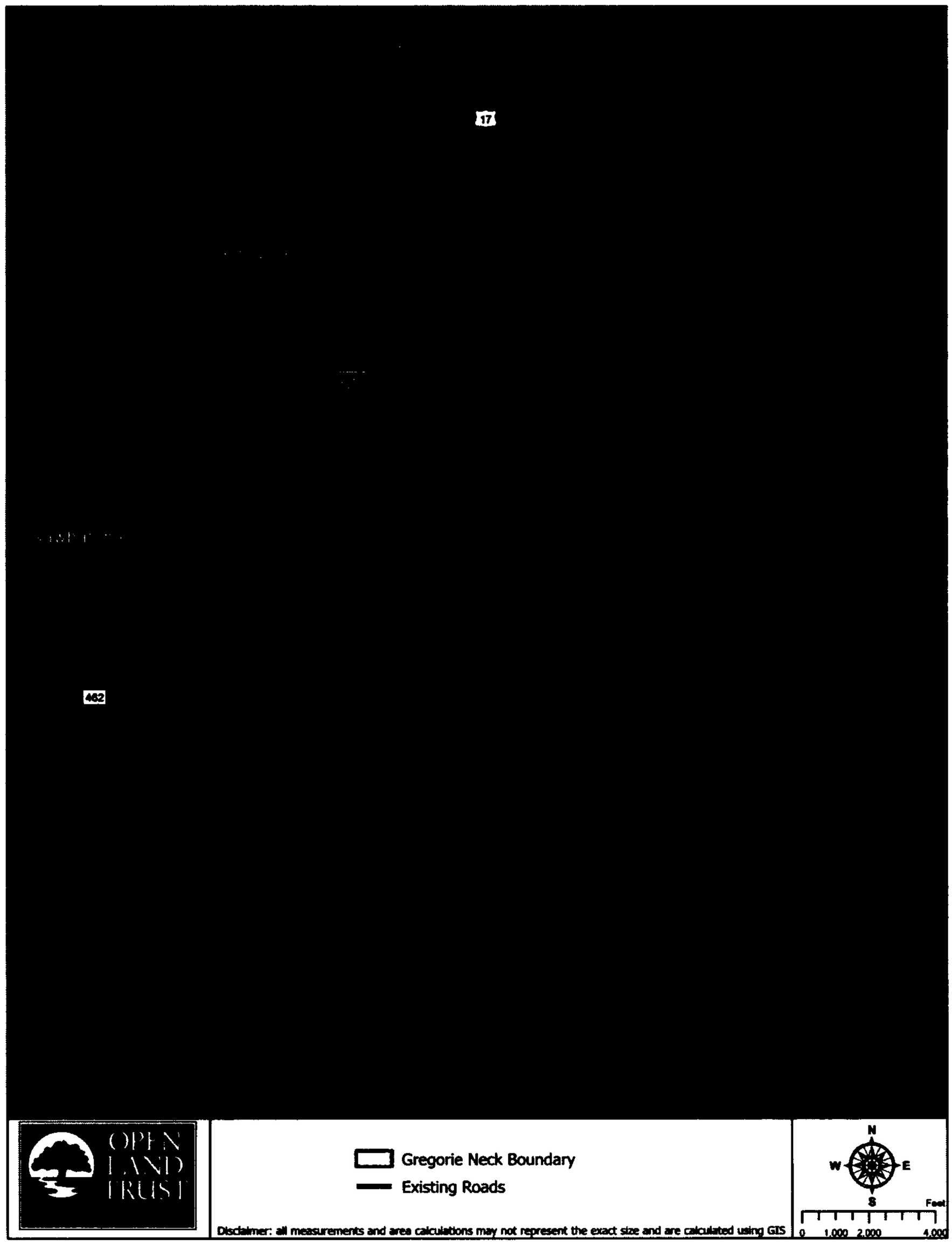


DT-T TNC

OLT

MPK DOD

Exhibit E: Aerial Imagery Showing Current Conditions



DT-T TNC

OLT

MPK DOD

1. Acknowledgement of Property Condition

This acknowledgement constitutes part of a Conservation Easement Baseline Documentation Report prepared in conjunction with a Conservation Easement granted on June ___, 2024 to the Beaufort County Open Land Trust, a non-profit corporation organization, on a ±4,409.37-acre property known by its owners as "Gregorie Neck" in Coosawhatchie, Jasper County, South Carolina. The property is owned by The Nature Conservancy.

The Conservation Easement Baseline Documentation Report contains a natural resources description of the Property consisting of ±4,409.37 acres. Dale Threatt-Taylor on behalf of The Nature Conservancy of SC, MaryRyan R. Krieger, on behalf of the Marine Corps Air Station Beaufort and Caylor Romines, on behalf of the Beaufort County Open Land Trust acknowledge and agree that upon information and belief the Conservation Easement Baseline Documentation Report is a reasonably accurate representation of Gregorie Neck at the time of the execution of the Conservation Easement.

In the event that there is a conflict between the Conservation Easement Baseline Documentation Report and the Conservation Easement's terms, the Conservation Easement shall prevail.

WITNESSES:

GRANTOR:
The Nature Conservancy

By: Dale Threatt-Taylor
Executive Director
Its: Dale Threatt-Taylor

STATE OF SOUTH CAROLINA)
)
COUNTY OF ~~JASPER~~)
Charleston

The foregoing instrument was acknowledged before me this 26th day of June 2024, by Dale Threatt-Taylor, Executive Director for The Nature Conservancy.

Melanie Hammond-Trace

Notary Public for South Carolina
MY COMMISSION EXPIRES: 7/10/2028

DT-T TNC OLT MRD DOD

WITNESSES:

MaryRyan R. Krieger

GRANTEE:
Beaufort County Open Land Trust, Inc

By: Caylor Romines
Caylor Romines
Its: Director of Stewardship

STATE OF SOUTH CAROLINA)
)
COUNTY OF ~~JASPER~~ Beaufort)

The foregoing instrument was acknowledged before me this 28th day of June 2024, by Caylor Romines, Director of Stewardship for the Beaufort County Open Land Trust.

Notary Public for South Carolina
MY COMMISSION EXPIRES: 5/5/2027

5/5/2027

DT-TNC SM OLT MK OD

WITNESSES:

GRANTEE:
Department of the Navy

By: Mary Ryan R. Krieger
Mary Ryan R. Krieger
Its: Deputy Community Plans and Liaison Officer

STATE OF SOUTH CAROLINA)
)
COUNTY OF ~~JASPER~~ Beaufort)

The foregoing instrument was acknowledged before me this 28th day of June 2024, by Mary Ryan Krieger Deputy Community Plans and Liaison Officer for the Department of the Navy.

Notary Public for South Carolina
MY COMMISSION EXPIRES: 5/5/2027

5/5/2027

DT-T TNC CR OLT MRK DOD

2. Baseline Documentation

A. Gregorie Neck Property Information:

Grantor:	The Nature Conservancy ATTN: Legal Department
Mailing Address:	334 Blackwell Street, Suite 300 Durham, NC 27701
Property Address:	1415 Gregorie Neck Road Yemassee, SC 29945
Grantee:	Beaufort County Open Land Trust
Address:	PO Box 75 Beaufort, SC 29901
Grantee:	Department of the Navy NAVFACSYSCOM MID-ATLANTIC ATTN: Real Estate Department
Address:	9324 Virginia Ave Norfolk, VA 23511-3095
Site Name:	Gregorie Neck
County:	Jasper

Jasper County Parcels: 087-00-09-022, 087-00-09-023, 087-00-09-025 and 087-00-09-031

Description of Location:
Gregorie Neck is located northeast of the Town of Ridgeland along Gregorie Neck Road. The property is bisected by Gregorie Neck Road and US Interstate 95. The primary access entrance to Gregorie Neck is along paved Gregorie Neck Road which turns to dirt within the property. Other portions of the property are accessible by both frontage roads on either side of US Interstate 95.

Most of the property is gated. Verify with landowner(s) prior to visit.

Landmarks and Travel Directions:
The Town of Ridgeland is located approximately 8 miles southwest of the subject tract while the Town of Yemassee is located approximately 8 miles north.

From Beaufort, travel on U.S. Highway 21 west approximately 14.9 miles to turn bear left South towards Savannah at the round-about. Travel 8.6 miles on Highway 17 South towards Interstate 95 South then turn right on W Frontage Road then turn left. Travel 2.8 miles on W Frontage Road to Gregorie Neck Road on the right and travel along this road to arrive at the property. The gate will be along Gregorie Neck Road. Access entrances to the conservation easement parcel are primarily from Gregorie Neck Road but some access can be had from W Frontage Road and Point South Drive. There are well-maintained access roads and interior roads throughout the property.

B. Conservation Purposes and Associated Values of the Property

Conservation Purposes under South Carolina Conservation Easement Act of 1991, Title 27, Chapter 8

(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.

Conservation Purposes under Code §170(h) and in the regulations promulgated thereunder by the United States Department of the Treasury:

(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;

(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 as viewed from public vantage points which will yield a significant public benefit;

(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.

Conservation Values

Habitat and Water Quality: Gregorie Neck contains significant natural habitat of fish, wildlife, or plants, or similar ecosystems which will yield a significant public benefit and open-space value associated with long-term agricultural and forestry use and scenic views of the property from public W Frontage Road, US Interstate 95, Point South Drive, Rosemary Road, Etheridge Road and Alexander Road. Public benefit also comes from the assurance of long-term availability of agricultural and forest property as well as water quality value associated with its direct connection with the Tulifiny River and the Coosawhatchie River. The property contains portions of the headwaters of the Tulifiny River and is bound by the Tulifiny River to the north and east for much of the property flowing to the Coosawhatchie River, which also bounds much of the property to the south and west, and ultimately into the Broad River, as well as limited impervious surface on the property. The waterfront and the wood lands remain undeveloped, and the built environment is clustered to the farm site near the main house. All improvements are similarly accustomed to that of other Lowcountry Plantations in the area.

The Property contains a diversity of natural habitats including agricultural fields and pastures, mixed pine/hardwood upland forest, and forested and non-forested wetlands, all of which can support a variety of floral and faunal species.

The Property contains a number of forested and non-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. Some of these wetlands are historical impoundments used for waterfowl and shrimp production. A portion of the historical impoundments are still managed impoundments flooded from the waters of the Tulifiny and Coosawhatchie Rivers.

The Property provides a diversity of natural habitats, all of high quality. The array of habitat types individually and/or collectively provide feeding, nesting and roosting areas for migratory songbirds, ground nesting birds,

waterfowl and other avian species. The natural habitat also provides 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. Protection of these natural habitats is afforded by continuing property management for agriculture, timber, and rural recreational uses.

The Property in its existing condition contributes no known nonpoint source pollution to the Tulifiny River as well as the Coosawhatchie and Broad Rivers which flow into the Port Royal Sound. This is due to the amount and quality of vegetation and forested/nonforested wetlands that provides for nutrient uptake and sediment deposition, as well as the limited impervious surface. Protection of water quality is supported by the property continuing in forestry and farming, rural recreational uses and afforded by extensive buffers.

Contribution to Landscape Conservation and the Port Royal Sound Area: The Property is located in close proximity to other protected lands: Buckfield Plantation (2,064 acres), Stony Creek at Bindon Plantation (1,317 acres), Cotton Hall Homesite (191 acres) and Tomotley Plantation (770 acres) protected by Beaufort County Open Land Trust; Coosawhatchie & Tulifiny WMA (7,454 acres) protected by South Carolina Department of Natural Resources and the remaining portions of Slater Plantation properties (1,537 acres) and Buckfield (3,675 acres) protected by Open Space Institute and The Nature Conservancy; Oak Grove (1,040 acres) and Rose Hill (1,200 acres) protected by Ducks Unlimited; Roseland Plantation (1,009 acres), Good Hope (2,000 acres), Mackay Point (6,376 acres) and Tom's Branch (568 acres) protected by Lowcountry Land Trust; Mount Repose (2,218 acres), Brewton Plantation (2,398 acres), Old Combahee (1,800 acres) protected by The Nature Conservancy; ACE Basin National Wildlife Refuge (12,037 acres) protected by US Fish and Wildlife Service. All of these permanently protected lands being a part of the larger area of conserved land in the South Lowcountry and Port Royal Sound Area as well as the ACE Basin. Thus, the Property contributes to the extensive network of protective wildlife corridors, the protection of water quality in the Port Royal Sound watershed, and the scenic natural and rural character of the area[1].

The Port Royal Sound is a marriage of the ocean and land, a relationship created by the combination of rising sea level, exceptionally high tides, and its unique geology. The Port Royal Sound system is unique compared to other coastal areas in North America because it is a large embayment dominated by expansive salt marshes and an area with high salinity water. An embayment was created when rising sea levels submerged valleys along the coast. The net result was and is that Port Royal Sound represents a marine habitat that extends inland for nearly 20 miles.

The preservation of Port Royal Sound aligns seamlessly with the overarching mission and objectives of the ACE Basin Project, a collaborative initiative led by the South Carolina Department of Natural Resources, the U.S. Fish and Wildlife Service, various private and non-profit organizations, and dedicated landowners. Operating under the ACE Basin Task Force, this project aims to uphold the natural integrity of the basin through prudent resource management on private lands and strategic conservation efforts facilitated by governmental and non-governmental entities.

The ACE Basin stands as one of the largest expanses of relatively untouched wetland ecosystems along the Atlantic Coast, holding national and regional significance as identified by the National Wetlands Priority Conservation Plan. Within its boundaries, the ACE Basin harbors an extraordinary diversity of habitats, fostering a rich tapestry of wildlife. With over 267 species of terrestrial and aquatic birds, 83 species of reptiles and amphibians, 20 species of mammals, and 130 species of fish and shellfish, the basin serves as a vital sanctuary for numerous endangered and threatened species.

---

[1] Protected lands data is provided by Open Land Trust and The Nature Conservancy.

[2] ACE Basin Project is recognized by the South Carolina Department of Natural Resources and supported by a variety of programs and regulations: www.dnr.sc.gov/marine/mrri/acechar/index.html

Port Royal Sound, with its unique blend of oceanic and terrestrial elements, contributes significantly to this rich ecological tapestry. The marriage of rising sea levels, exceptionally high tides, and distinctive geography has birthed a marine environment unparalleled in North America. Its expansive salt marshes and high-salinity waters provide critical habitat for a myriad of species, including Spartina alterniflora, a hallmark plant thriving in saltwater environments.

Conservation efforts targeting Port Royal Sound are vital not only for safeguarding its intrinsic ecological value but also for ensuring the continuity of traditional land uses such as farming, forestry, recreational hunting, and commercial fishing. By preserving the natural character of this coastal gem, we uphold a legacy of environmental stewardship and ensure the prosperity of both present and future generations.

Agriculture and Forestry: The Property has historically been used in active agriculture and timber operations, stabilizing the traditional, rural land uses in this area. For much of the recent history, the property has been utilized for rural recreation and hunting. Cattle farming has been a priority for portions of the property historically. Protection of this property will help to stabilize and support the farming industry in the area, preventing conversion of agricultural and timber lands to industrial or residential development and the incompatible resources uses that result from that land conversion. Jasper and Hampton Counties as well as surrounding areas, as part of the state's top growers of agricultural crops, provides a tremendous benefit to the people of the Lowcountry, South Carolina and this nation by providing land for local food production, biofuels, and other important consumer products as well as large scale timber production.

Protection of this property is pursuant to the SC right-to-farm law (SC Code §46-45-10) which states in part "The policy of the State is to conserve, protect, and encourage the development and improvement of its agricultural land and facilities for the production of food and other agricultural products" including silviculture or forestry.

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

The Property has approximately seven hundred forty-one and seven tenths (741.7) acres of Prime Farmland and two thousand one hundred and thirty and one tenth (2,130.1) acres of Farmland of Statewide Importance as determined by the US Department of Agriculture National Resources Conservation Service.

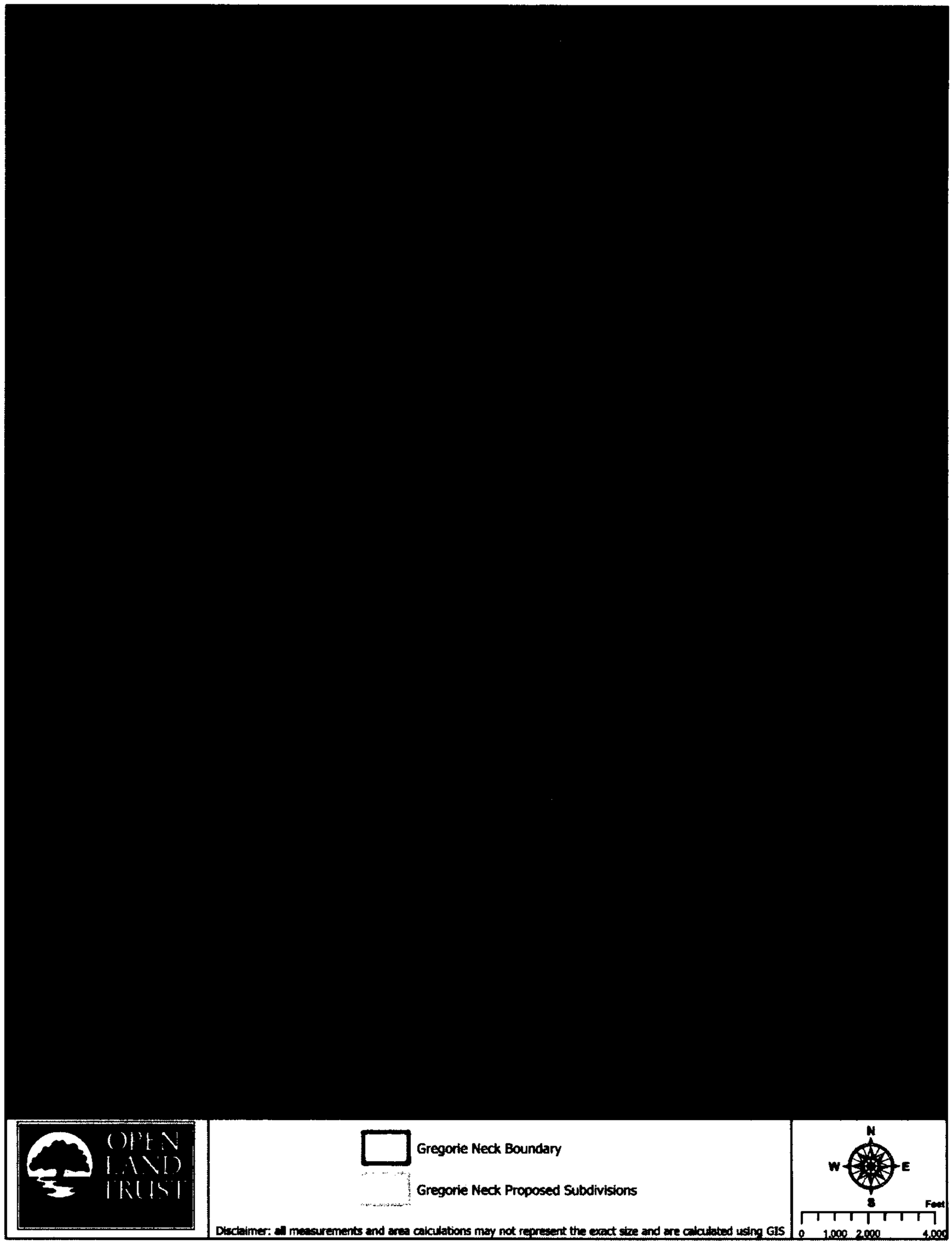
Scenic qualities: Gregorie Neck is prominently visible from public Interstate 95 (2.36 miles), West Frontage Road (1.55 miles), Point South Road (2.3 miles), Etheridge Road (1 miles), Rosemary Road (0.4 miles), Alexander Road (0.7 miles), Davidson Lane (0.2 miles) and Gregorie Neck Road (2.4 miles). The property has approximately 8.55 miles of scenic rural road frontage and 2.36 miles of scenic highway frontage from Interstate 95[23]. Additionally, property is in close relation to a large amount of other protected lands adding to the rural scenic qualities given by those protected properties. A SCDNR Wildlife Management Area is planned and being implemented for the nearby Buckfield-Slater assemblages, so scenic qualities and public benefit will increase through public vantage points on nearby public property and by expansion of a protected habitat corridor[4].

---

[3] These road frontages were measured using Google Earth data sets, as publicly provided.

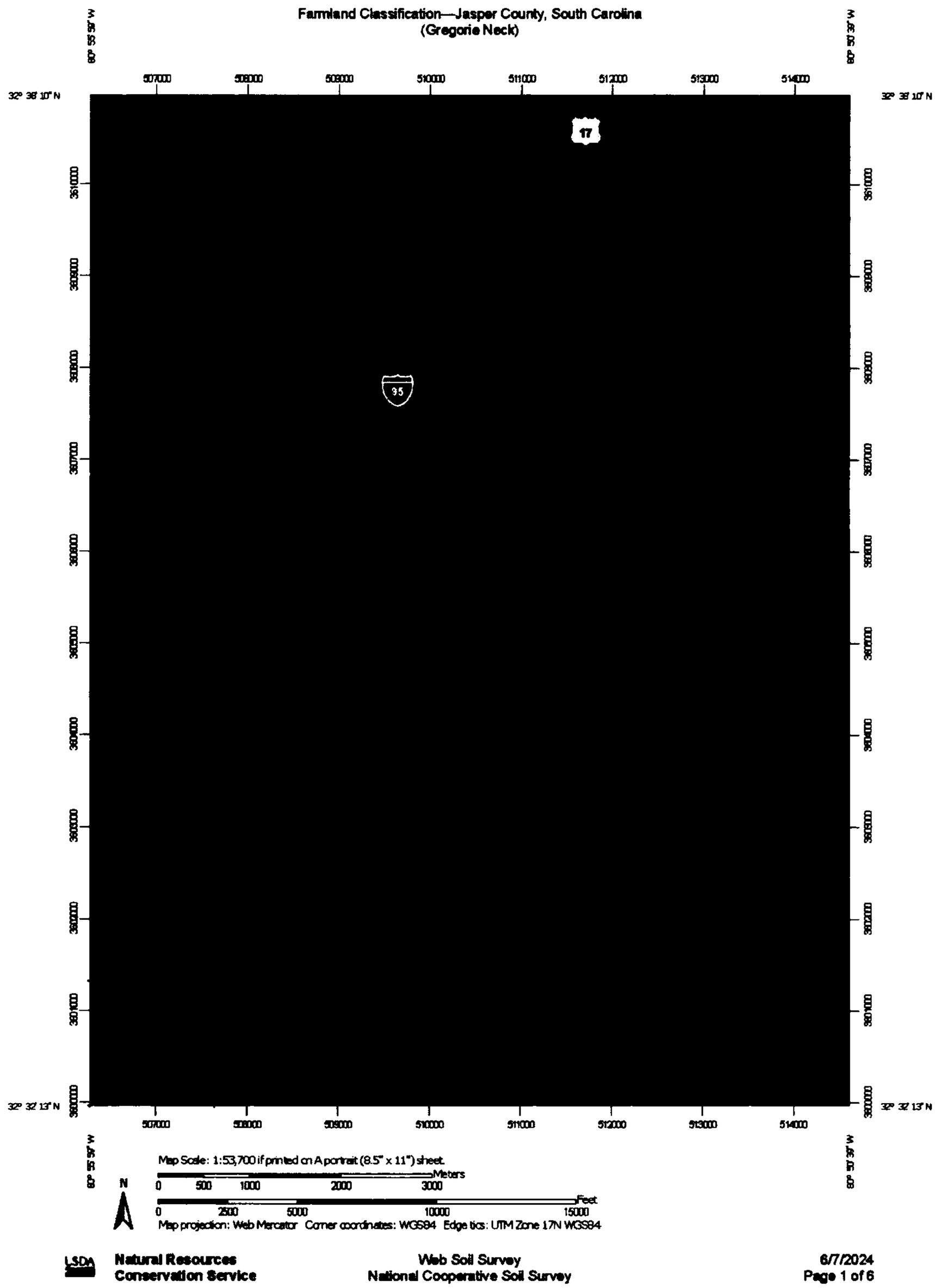
[4] SCDNR Heritage Trust Board approved funding for the purchase of the Slater assemblage on 2/9/2023

Exhibit F: Proposed Subdivided Tracts



DTT TNC _____ OLT _____ MPK DOD

Exhibit G: USDA Soils – Farmland Classification



TNC OLT DOD

DTT TNC

Farmland Classification—Jasper County, South Carolina
(Gregorie Neck)

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

Soil Rating Polygons

- Not prime farmland
- All areas are prime farmland
- Prime farmland if drained
- Prime farmland if protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated
- Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated and drained
- Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
- Prime farmland if subsoiled, completely removing the root inhibiting soil layer
- Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
- Prime farmland if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance
- Farmland of statewide importance, if drained
- Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if irrigated
- Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if irrigated and drained
- Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer
- Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
- Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough
- Farmland of statewide importance, if thawed
- Farmland of local importance
- Farmland of local importance, if irrigated
- Farmland of unique importance
- Not rated or not available

Soil Rating Lines

- Not prime farmland
- All areas are prime farmland
- Prime farmland if drained
- Prime farmland if protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated
- Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated and drained
- Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season

OLT

WebDOD

DTT TNC

42 OLT

Farmland Classification—Jasper County, South Carolina
(Gregorie Neck)

- Prime farmland if subsoiled, completely removing the root inhibiting soil layer
- Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
- Prime farmland if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance
- Farmland of statewide importance, if drained
- Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if irrigated
- Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if irrigated and drained
- Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer
- Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
- Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough
- Farmland of statewide importance, if thawed
- Farmland of local importance
- Farmland of local importance, if irrigated
- Farmland of unique importance
- Not rated or not available

Soil Rating Points

- Not prime farmland
- All areas are prime farmland
- Prime farmland if drained
- Prime farmland if protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated
- Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated and drained
- Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
- Prime farmland if subsoiled, completely removing the root inhibiting soil layer
- Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
- Prime farmland if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance
- Farmland of statewide importance, if drained
- Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if irrigated

MWLLOD

- Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if irrigated and drained
- Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer
- Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
- Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough
- Farmland of statewide importance, if thawed
- Farmland of local importance
- Farmland of local importance, if irrigated
- Farmland of unique importance
- Not rated or not available

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

The soil surveys that comprise your AOI were mapped at 1:20,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Jasper County, South Carolina
Survey Area Data: Version 19, Aug 29, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 15, 2022—Jun 2, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

DTT TNC
GK OLT
MPWOD

Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
Aa	Albany loamy fine sand, 0 to 2 percent slopes	Farmland of statewide importance	188.1	4.2%
Ae	Argent fine sandy loam	Farmland of statewide importance	191.5	4.3%
Ag	Argent clay loam	Farmland of statewide importance	125.0	2.8%
Bb	Bertie loamy fine sand	All areas are prime farmland	142.0	3.2%
Bd	Bladen fine sandy loam	Farmland of statewide importance	609.2	13.6%
BeB	Blanton fine sand, 0 to 6 percent slopes	Farmland of statewide importance	101.3	2.3%
BK	Bohicket association	Not prime farmland	679.5	15.1%
Bp	Borrow pits	Not prime farmland	20.6	0.5%
Ca	Cape Fear loam	Farmland of statewide importance	75.2	1.7%
CE	Capers association	Not prime farmland	438.2	9.7%
CmB	Chisolm loamy fine sand, 0 to 6 percent slopes	Farmland of statewide importance	58.7	1.3%
Cs	Coosaw loamy fine sand	Farmland of statewide importance	196.9	4.4%
Cx	Coxville fine sandy loam	Farmland of statewide importance	2.4	0.1%
Ec	Echaw loamy fine sand	Not prime farmland	5.9	0.1%
EdB	Eddings fine sand, 0 to 6 percent slopes	Not prime farmland	8.4	0.2%
Ee	Eulonia fine sandy loam	All areas are prime farmland	42.4	0.9%
GoA	Goldsboro loamy fine sand, 0 to 2 percent slopes	All areas are prime farmland	2.1	0.0%
HA	Handsboro soils	Not prime farmland	129.3	2.9%
Ln	Lynchburg loamy fine sand, 0 to 2 percent slopes	Prime farmland if drained	90.3	2.0%
Ly	Lynn Haven fine sand	Not prime farmland	10.8	0.2%
Mu	Murad fine sand	Farmland of statewide importance	12.8	0.3%
NeA	Nemours fine sandy loam, 0 to 2 percent slopes	All areas are prime farmland	5.8	0.1%

DTT TNC ca OLT MRK DOD

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
NeB	Nemours fine sandy loam, 2 to 6 percent slopes	All areas are prime farmland	62.2	1.4%
Oc	Ocilla loamy fine sand	Farmland of statewide importance	44.0	1.0%
On	Onslow loamy fine sand	All areas are prime farmland	163.7	3.6%
Pe	Pelham loamy sand, 0 to 2 percent slopes	Farmland of statewide importance	13.3	0.3%
Ra	Rains fine sandy loam, 0 to 2 percent slopes	Farmland of statewide importance	12.0	0.3%
Sa	Santee fine sandy loam	Not prime farmland	19.7	0.4%
SE	Santee association	Not prime farmland	172.7	3.8%
W	Water	Not prime farmland	115.0	2.6%
Wa	Wahee fine sandy loam	Farmland of statewide importance	462.7	10.3%
Wn	Willman loamy fine sand	Farmland of statewide importance	51.5	1.1%
Ye	Yemassee loamy fine sand	Prime farmland if drained	242.0	5.4%
Totals for Area of Interest			**4,495.3**	**100.0%**

Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

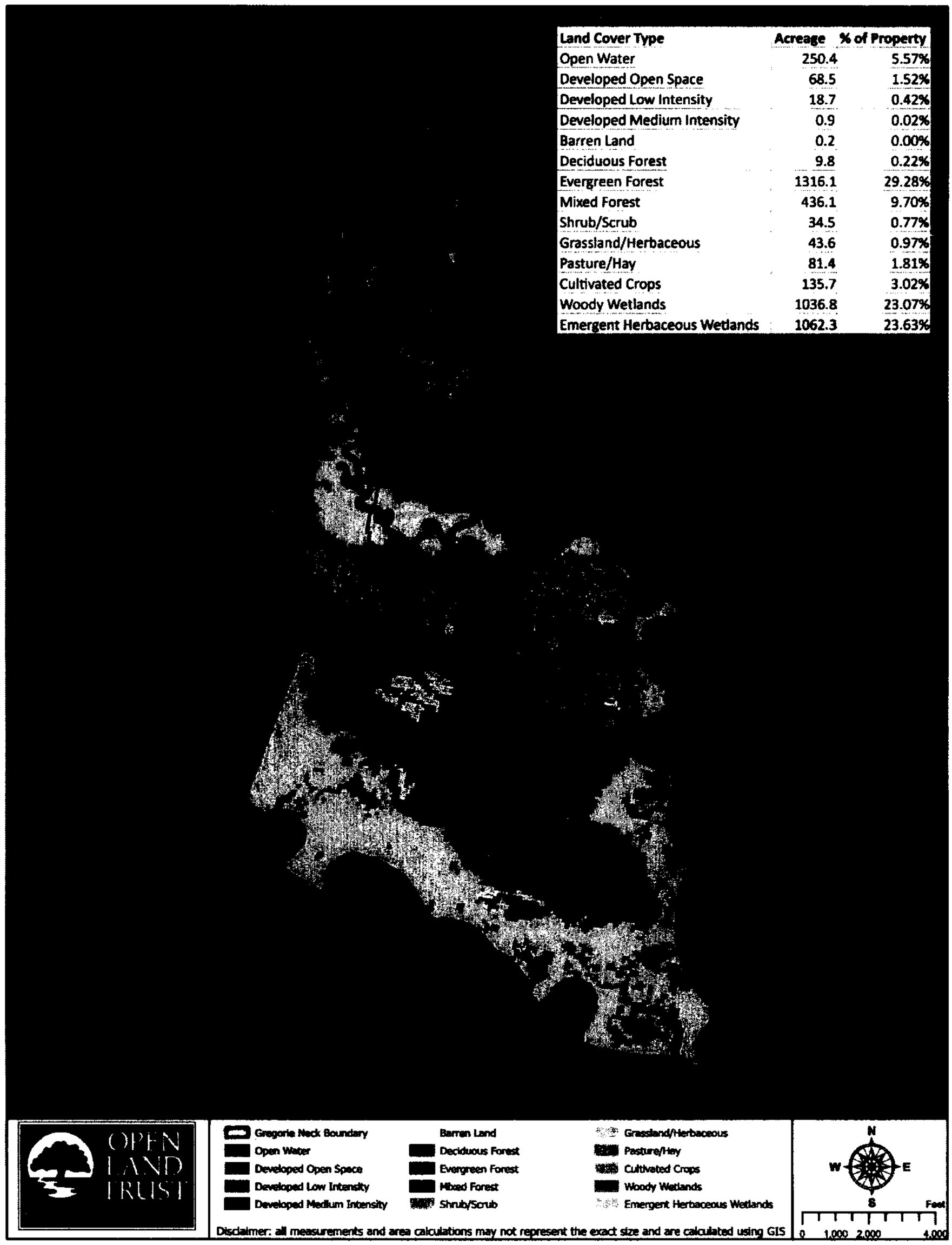
Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower

TNC OLT DOD

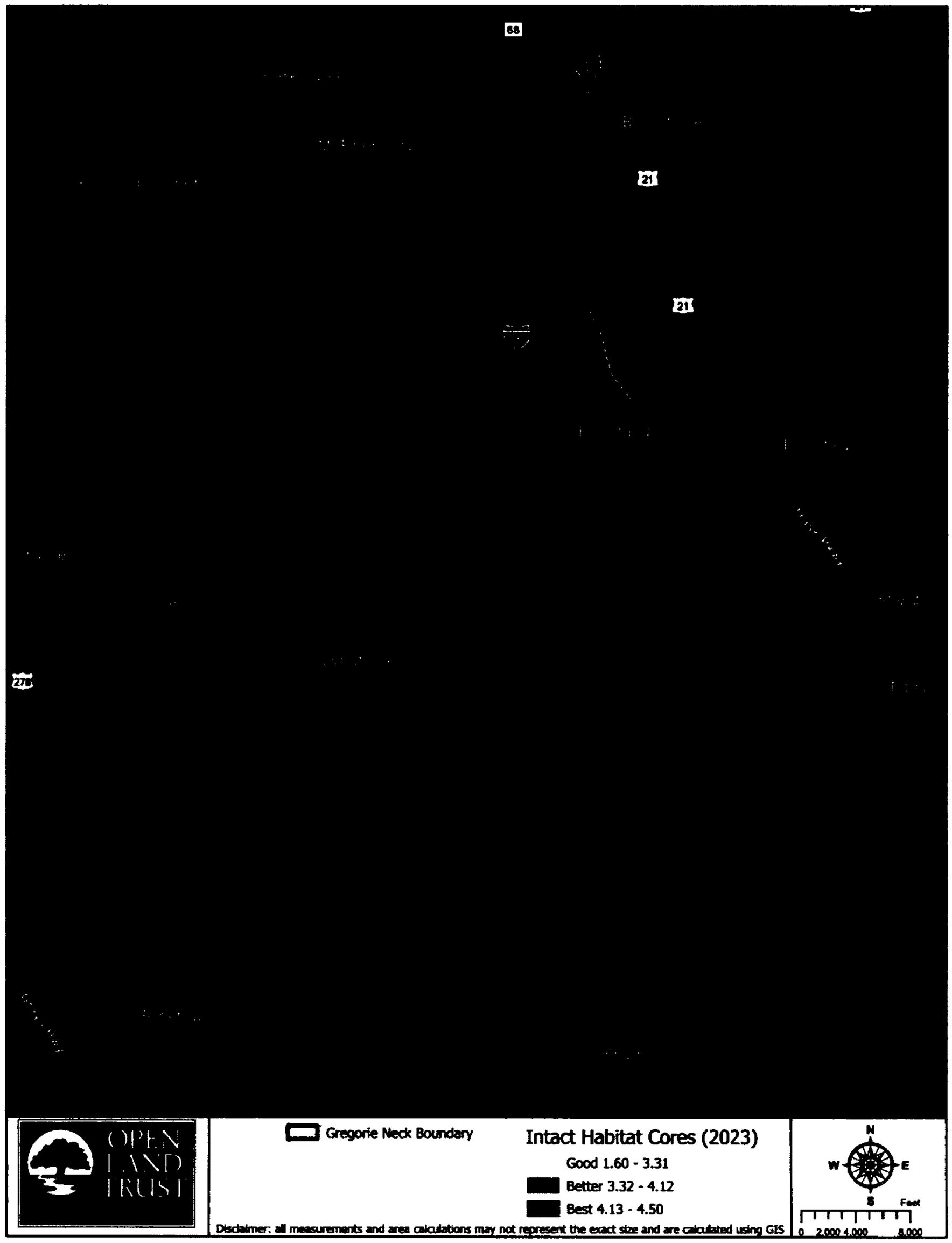
Exhibit H: Land Cover Map



Land Cover Type	Acreage	% of Property
Open Water	250.4	5.57%
Developed Open Space	68.5	1.52%
Developed Low Intensity	18.7	0.42%
Developed Medium Intensity	0.9	0.02%
Barren Land	0.2	0.00%
Deciduous Forest	9.8	0.22%
Evergreen Forest	1316.1	29.28%
Mixed Forest	436.1	9.70%
Shrub/Scrub	34.5	0.77%
Grassland/Herbaceous	43.6	0.97%
Pasture/Hay	81.4	1.81%
Cultivated Crops	135.7	3.02%
Woody Wetlands	1036.8	23.07%
Emergent Herbaceous Wetlands	1062.3	23.63%

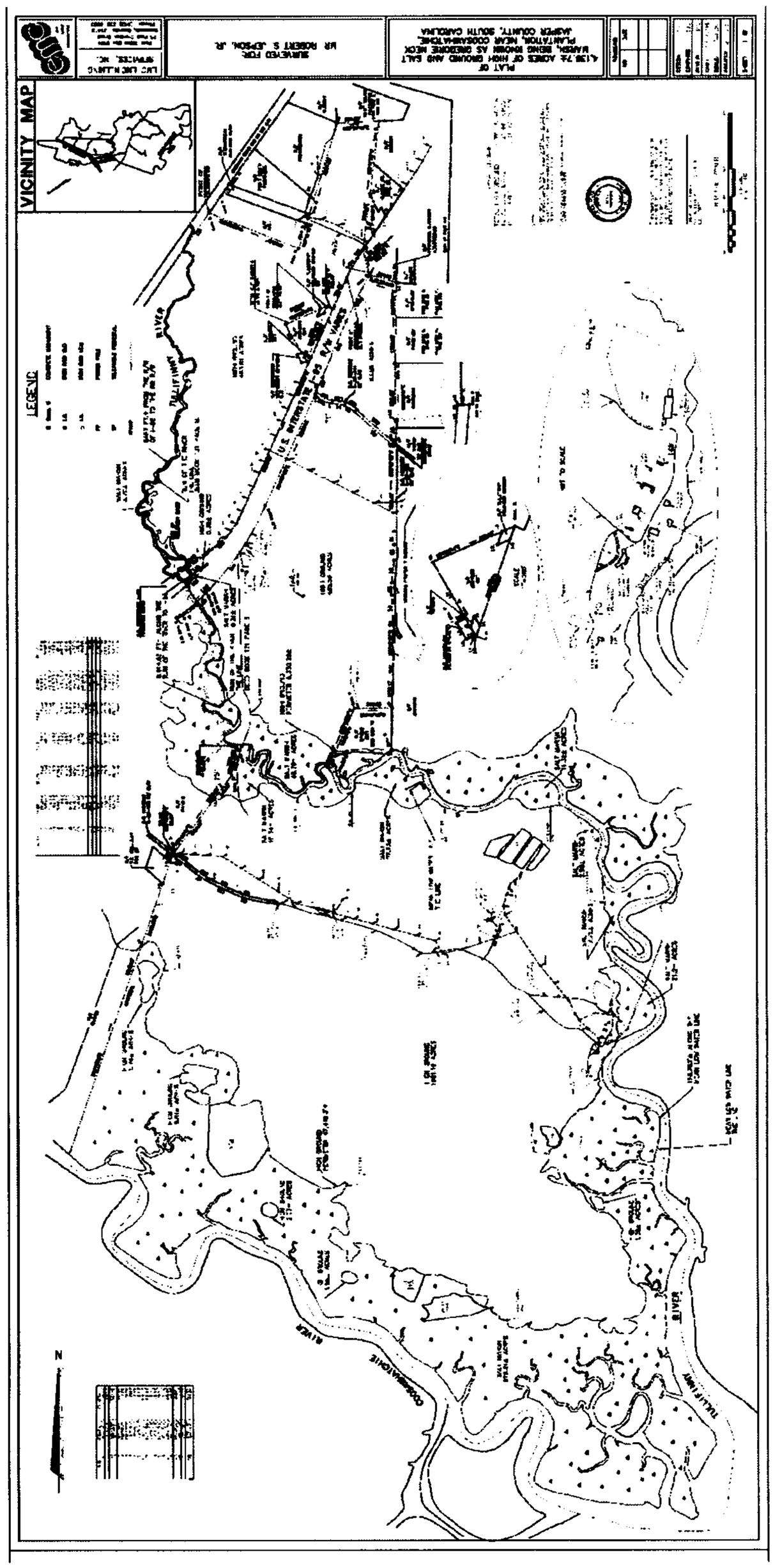
DT-T TNC _____ OLT MPK DOD

Exhibit I: Intact Habitat Cores (2023)



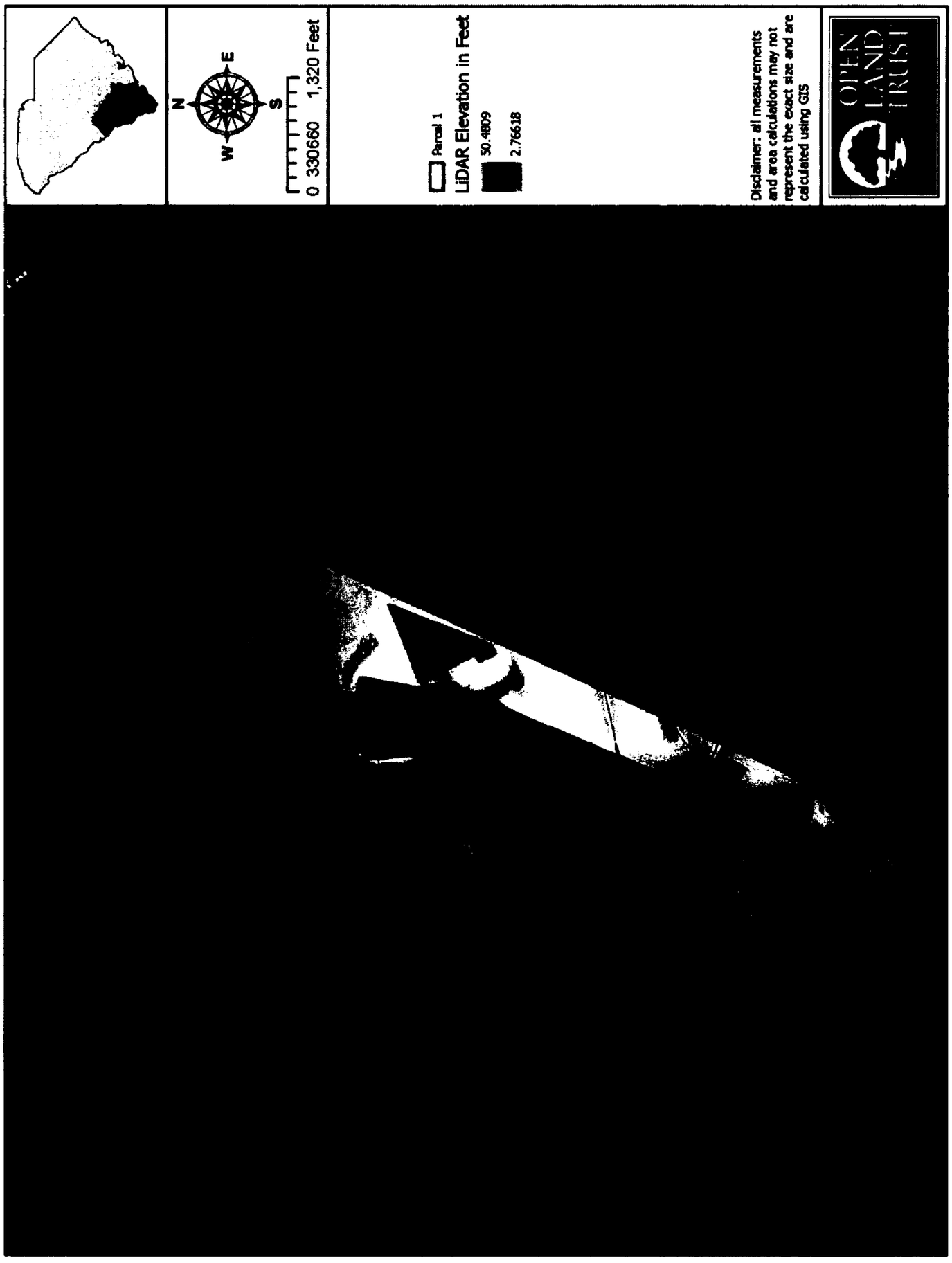
DTT TNC _____ CR OLT _____ MPK DOD

Exhibit J: Plat

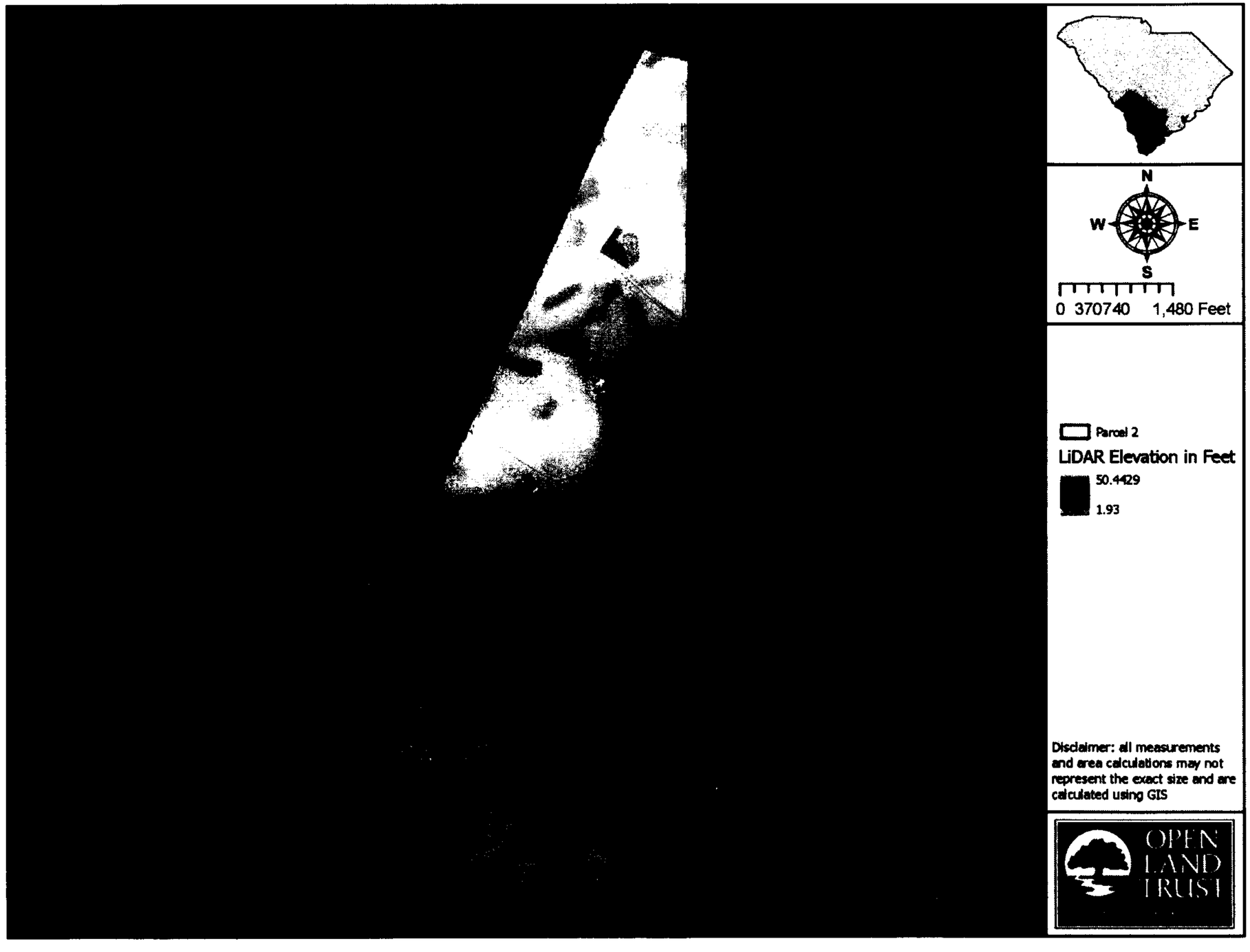


DT1 TNC CR OLT MPK DOD

Exhibit K: LiDAR Imagery on Individual Tracts



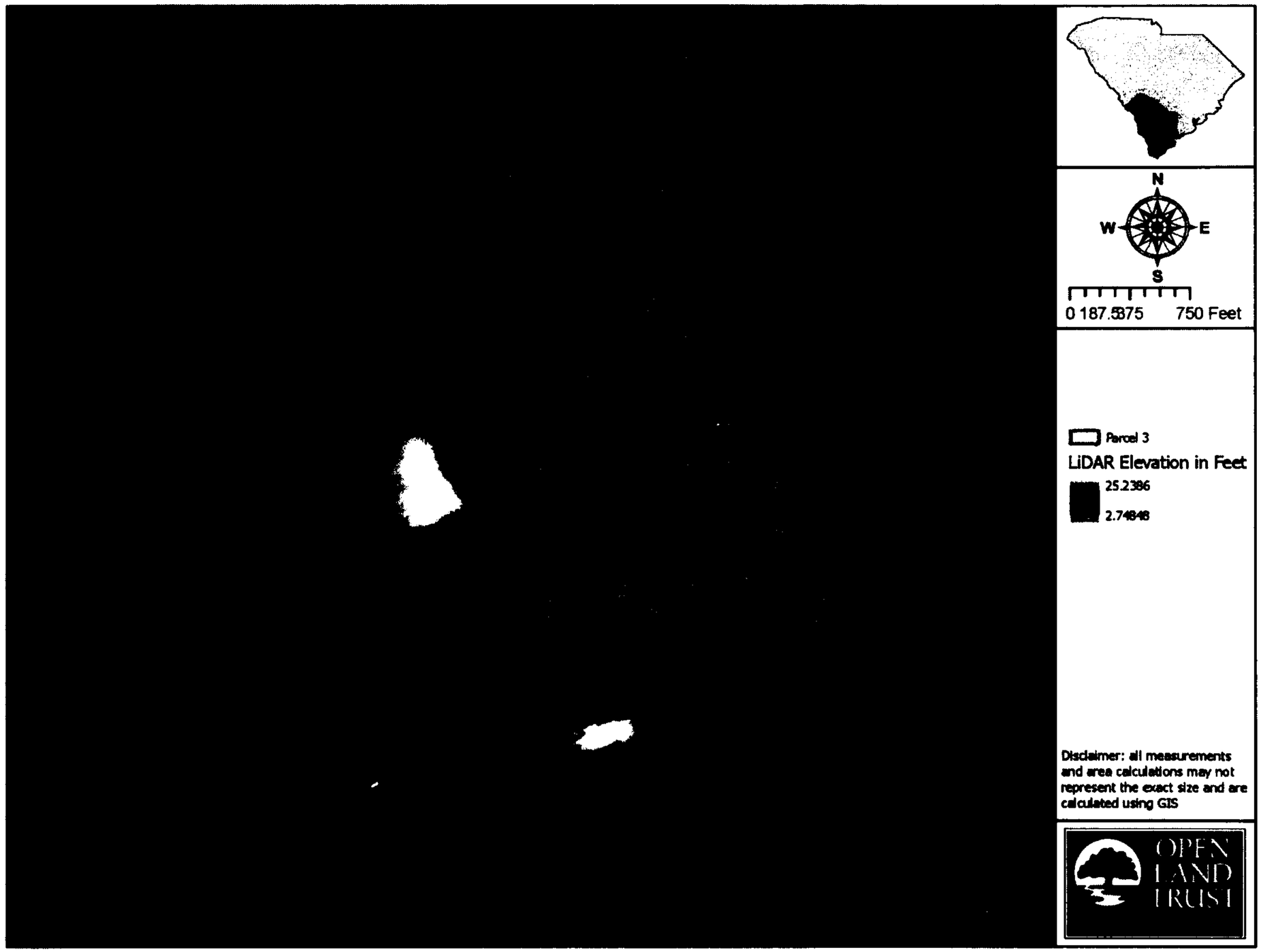
DT-1 TNC OLT DOD



DT-T TNC

CW OLT

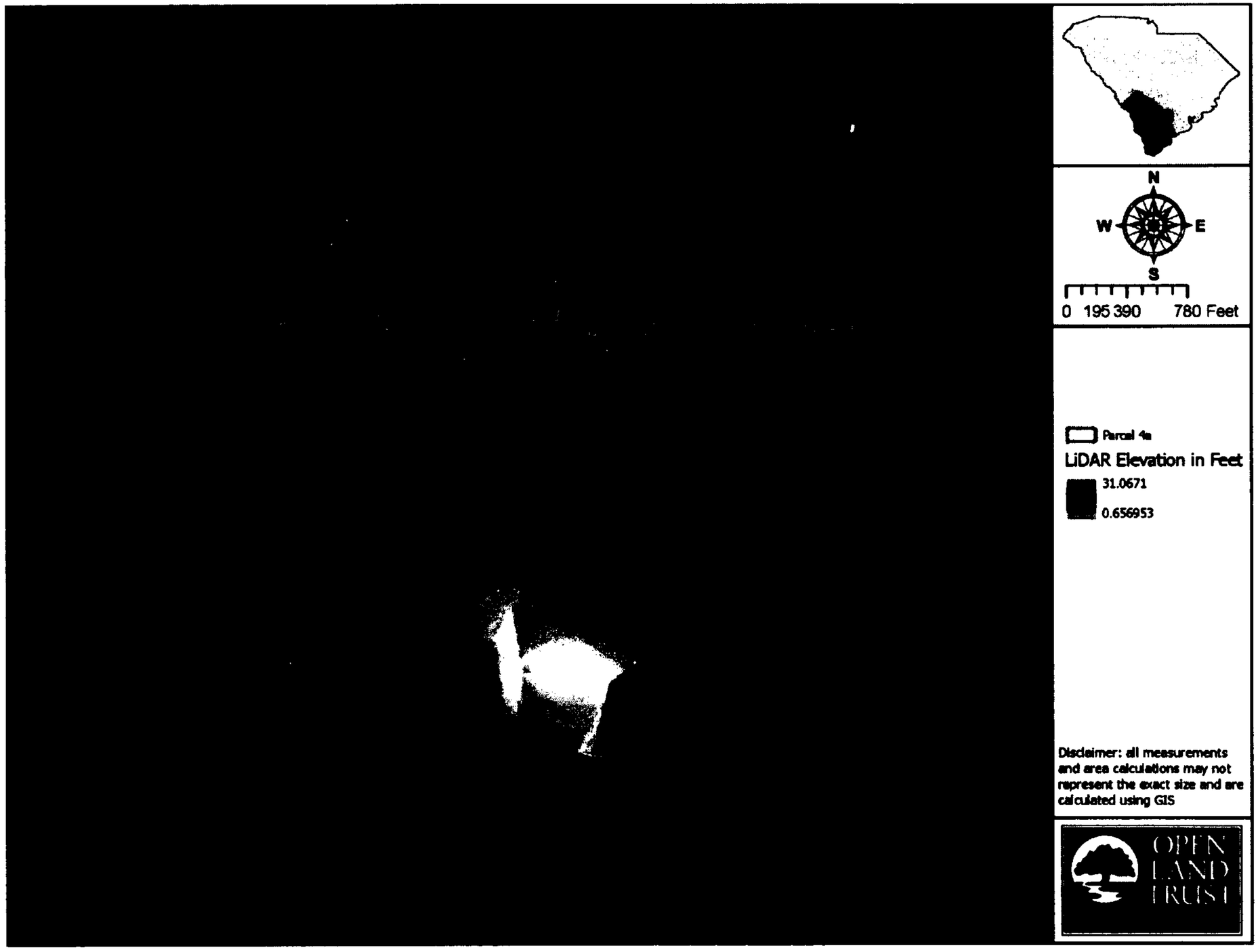
MEWDOD



D7-7 TNC

OLT

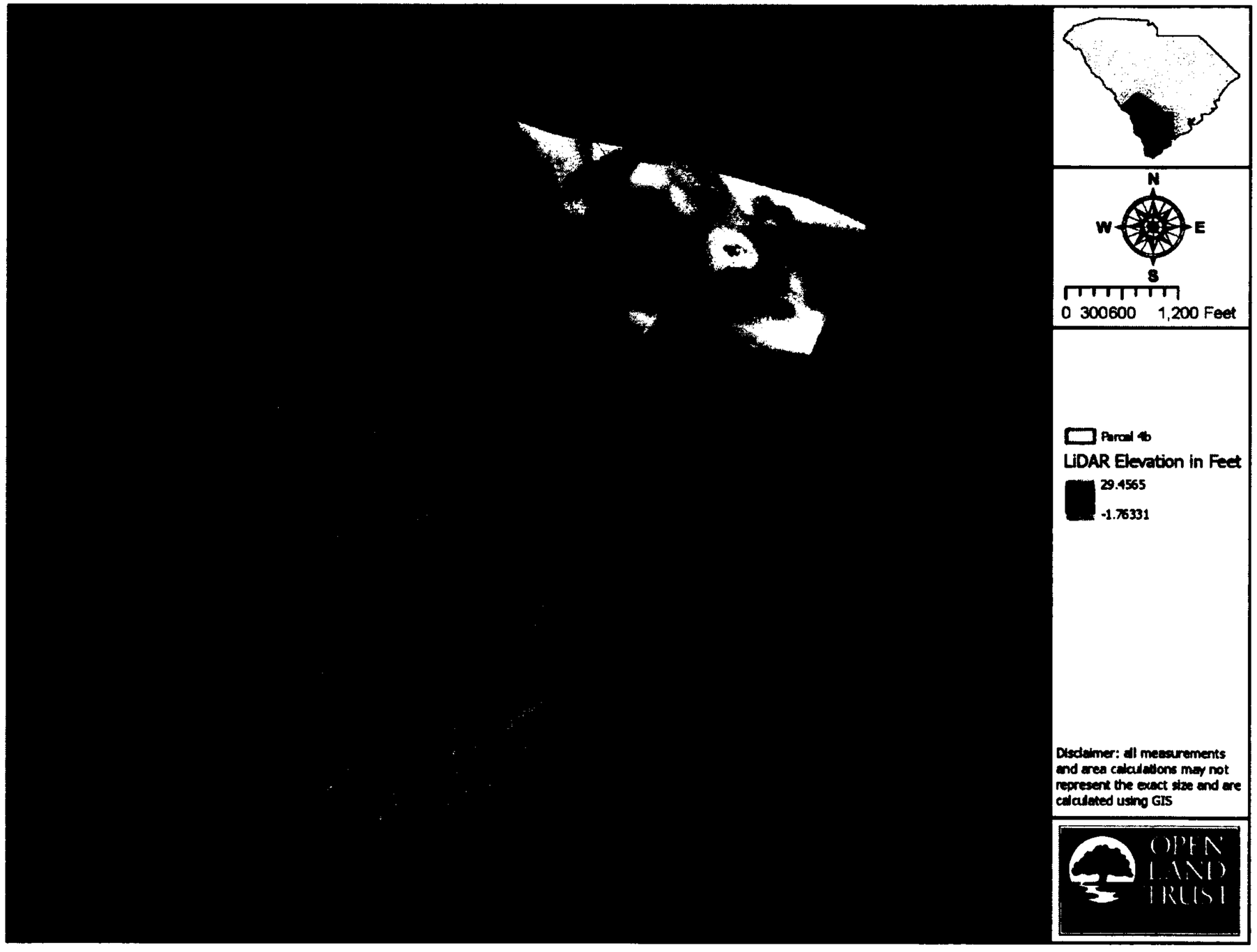
MRV DOD



DF-1 TNC

CR OLT

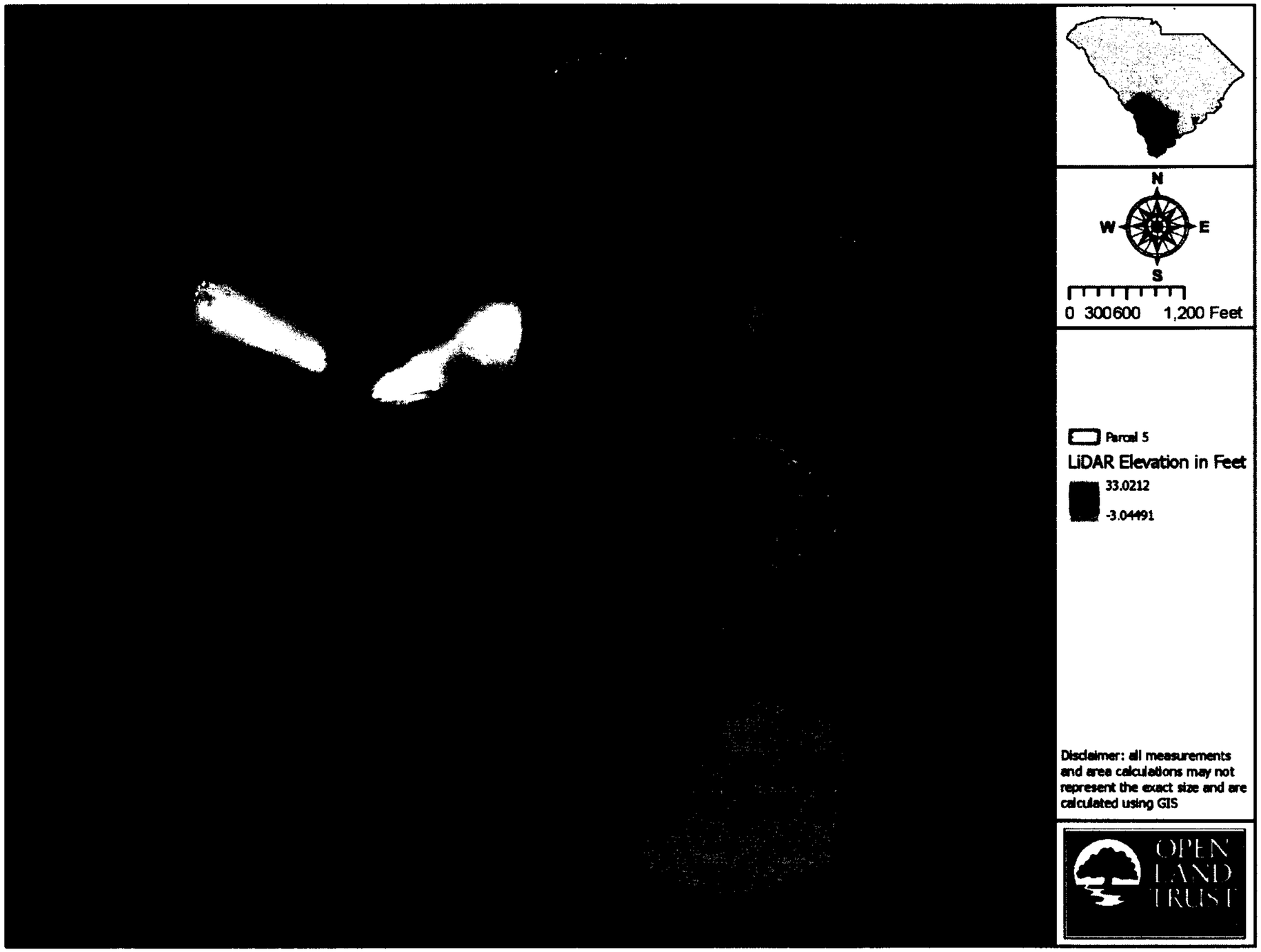
MPK DOD



DT-7 TNC

CL OLT

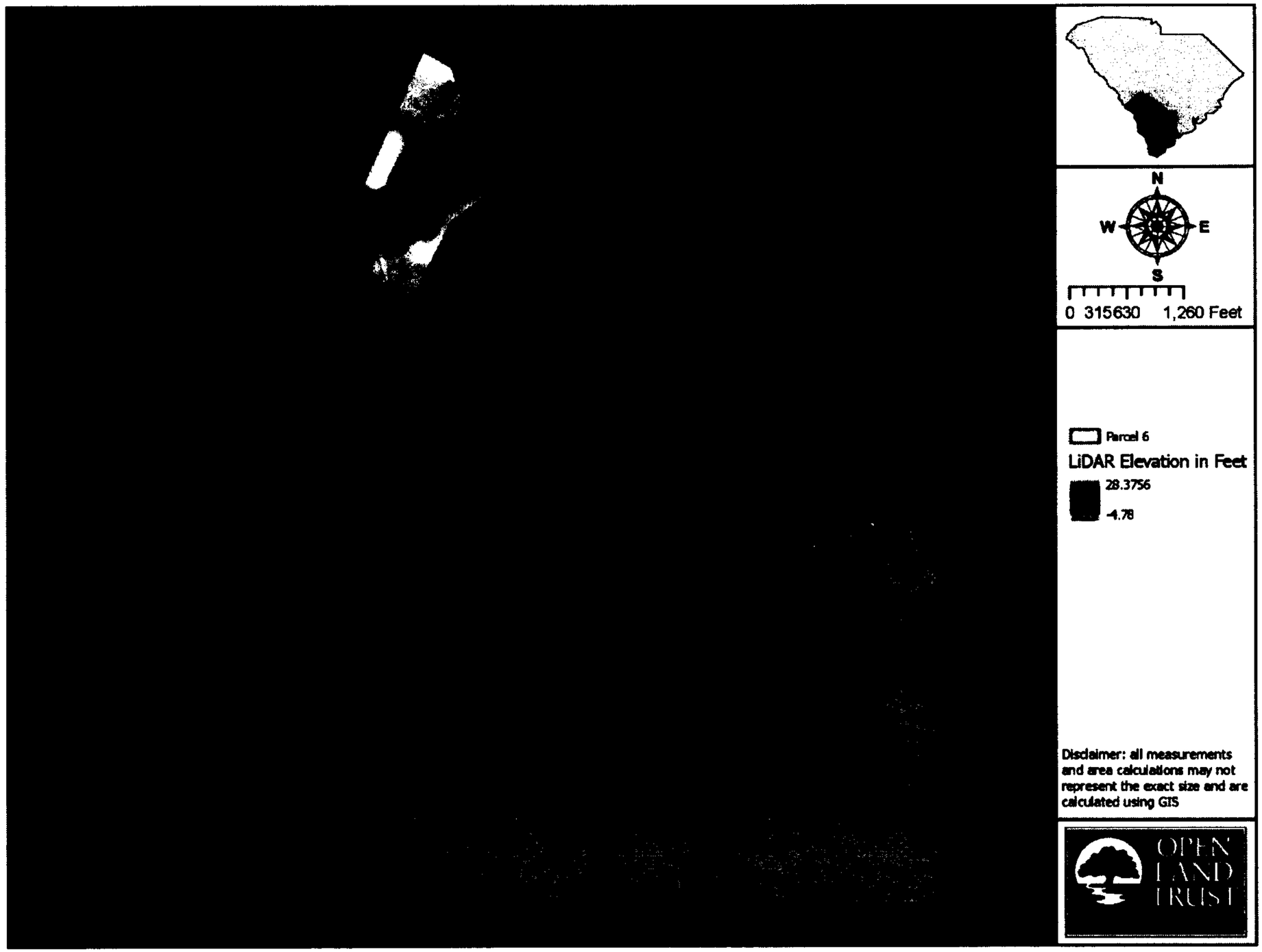
MMK DOD


N
W
E
S
0 300600 1,200 Feet
Parcel 5
LiDAR Elevation in Feet
33.0212
-3.04491
Disclaimer: all measurements and area calculations may not represent the exact size and are calculated using GIS
OPEN LAND TRUST

TNC

OLT

DOD

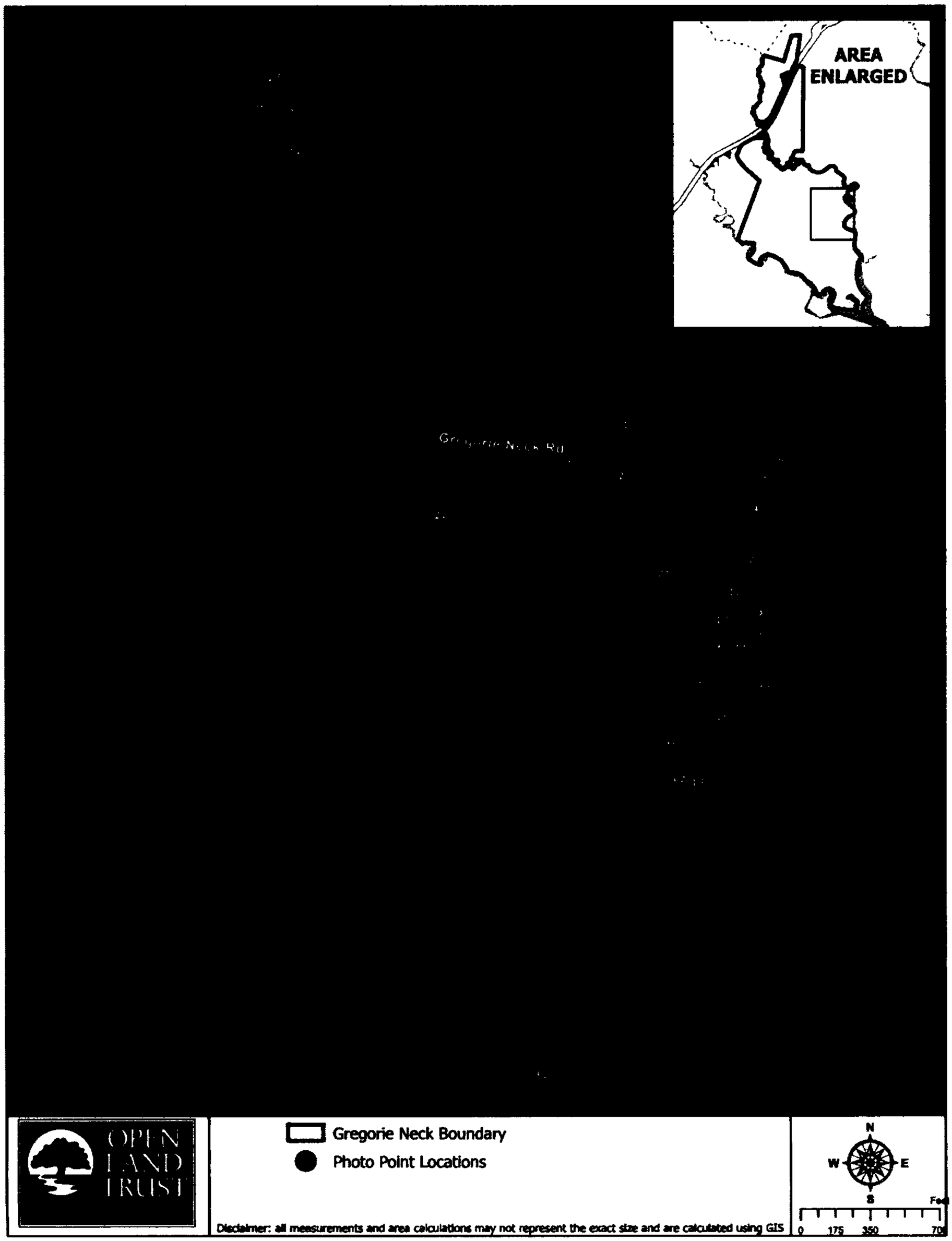


DT-7 TNC

CR OLT

MOD

Exhibit L: Photopoint Maps and Photos for Existing Impervious Surfaces



DT-T TNC _____ OLT MRK DOD

DT-T TNC

CR OLT

DOD

Photo #1

Horse Barn - 32'x15' & 117'x58' - 7,266sqft.

Taken 2/15/2024 by Caylor Romines.

Facing North @ 1.5° / 32.57658, -80.87543

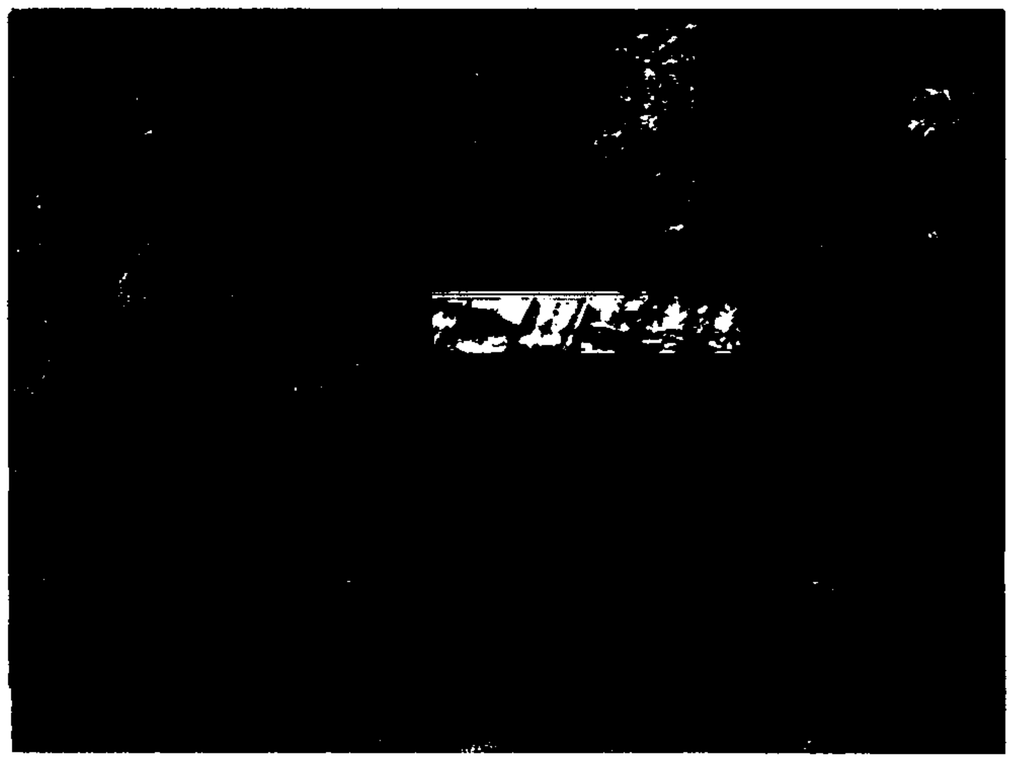
Photo #2

Car Barn & Driveway - 8,198sqft & 5,592sqft.

Taken 2/15/2024 by Caylor Romines.

Facing Southeast @ 131.25° / 32.57588, -80.87552

Photo #3



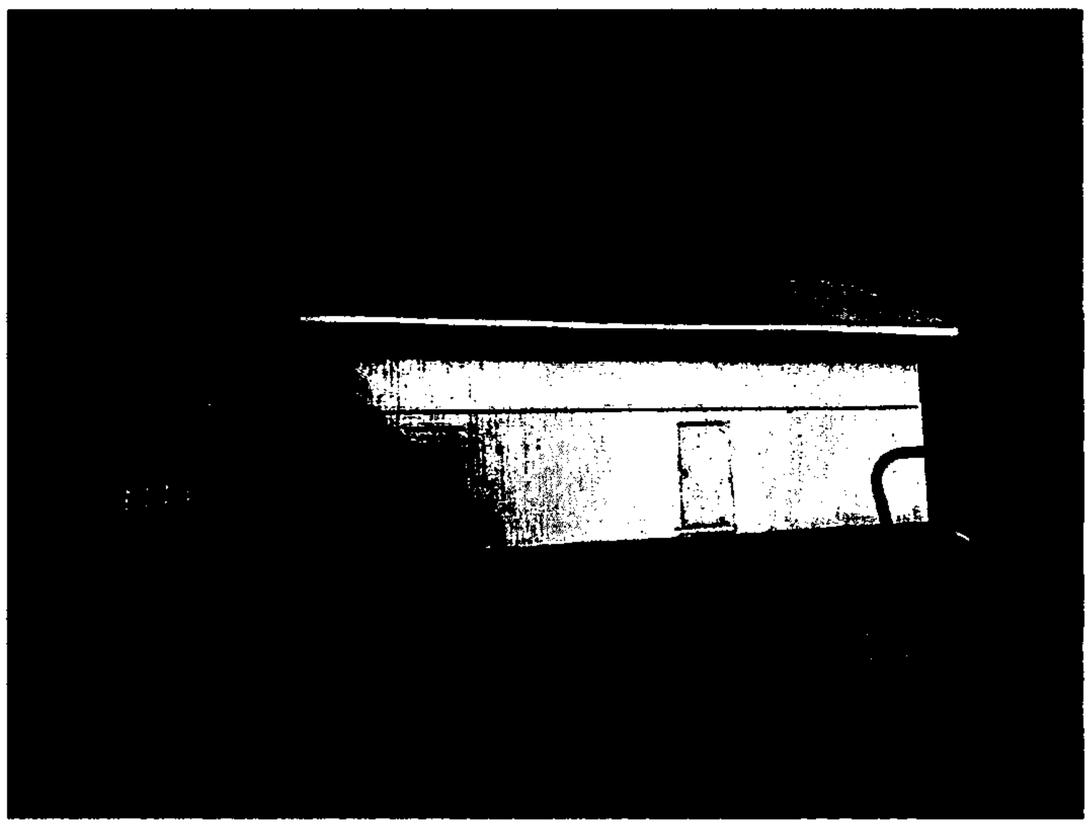
Car Barn Pump House - 12'x10' - 120sqft.

Taken 2/15/2024 by Caylor Romines.

Facing No Direction @ ° / 32.57606, -80.87638

DT.T TNC CR OLT MRK DOD

Photo #4



Greenery - 44'x20' - 880sqft.

Taken 2/15/2024 by Caylor Romines.

Facing West-Northwest @ 285.87°
/ 32.57402, -80.88801

Photo #5

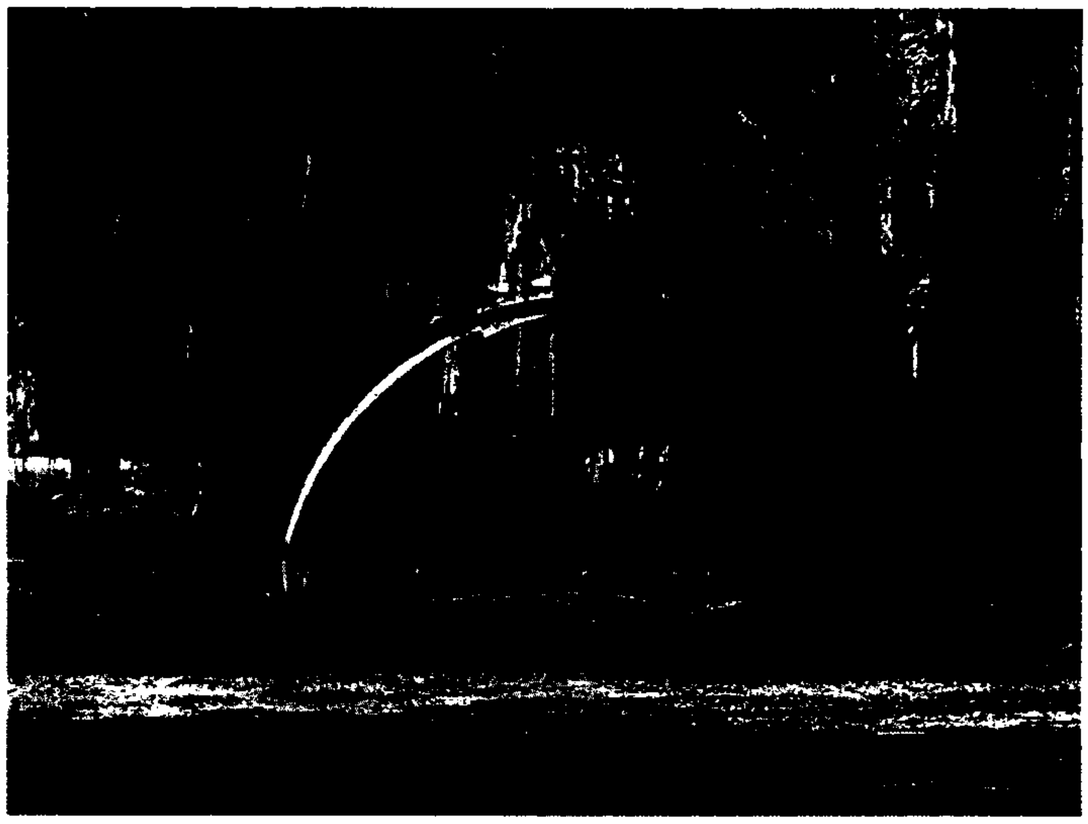
Tractor Shed 1&2 - 54'x140' & 98'x40' - 11,480sqft.

Taken 2/15/2024 by Caylor Romines.

Facing North-Northwest @ 329.43°
/ 32.57586, -80.87319

DT-T TNC CR OLT MRK DOD

Photo #6



Quonset Building - 37'x22' - 814 sift.

Taken 2/15/2024 by Caylor Romines.

Facing North-Northeast @ 13.3° / 32.57609, -80.8729

Photo #7

Dog Kennel - 45'x48' - 2,160sqft.

Taken 2/15/2024 by Caylor Romines.

Facing North @ 353.88° / 32.57471, -80.87339

DT-T TNC _____ CR OLT _____ MRK DOD

Photo #8

Garage and Slab - 42'x35' & 20'x15' - 1,770sqft.

Taken 2/15/2024 by Caylor Romines.

Facing West @ 268.26° / 32.57401, -80.87325

Photo #9

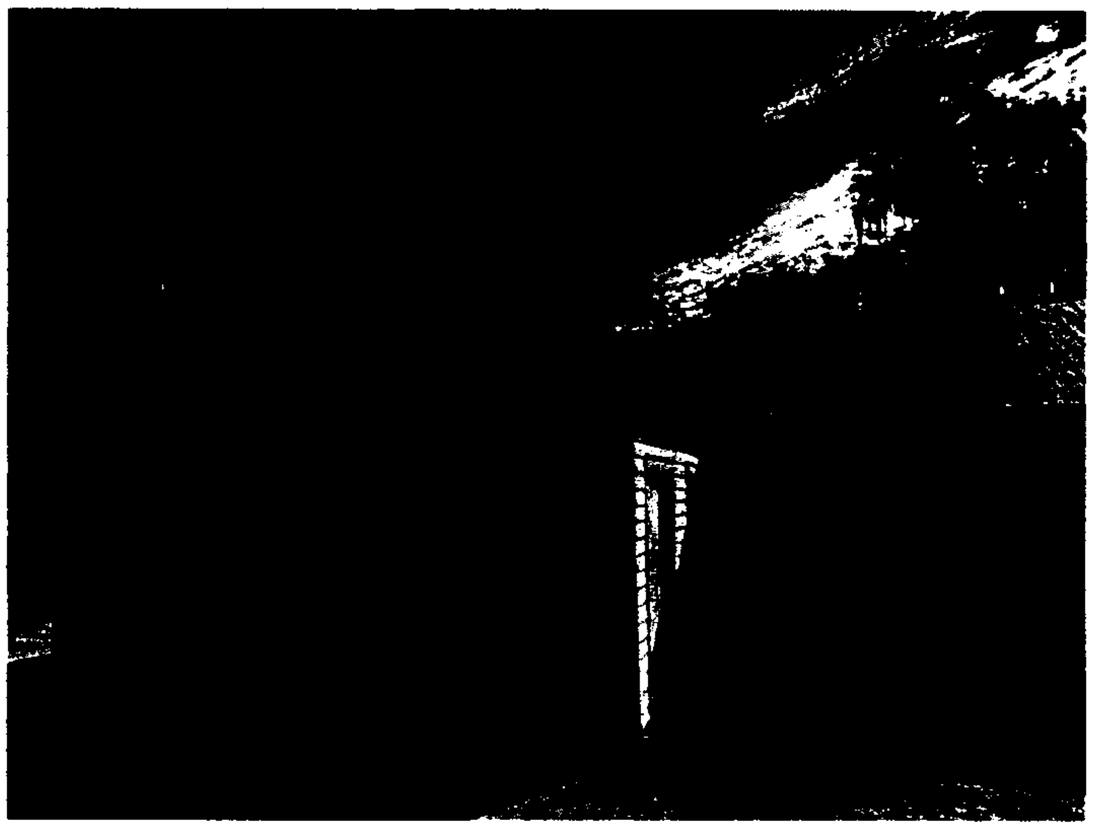
Treehouse - 10'x10' - 100sqft.

Taken 2/15/2024 by Caylor Romines.

Facing East-Southeast @ 114.78° / 32.57401, -80.87295

DT-T TNC CR OLT DOD

Photo #10



Shop - 20'x34' 21'x20' - 1,100sqft.

Taken 2/15/2024 by Caylor Romines.

Facing East @ 97.75° / 32.57367, -80.87318

Photo #11

Manager's House - 24'x15' 37'x35' 36'36' 10'x4' 57'x4' - 3,219sqft.

Taken 2/15/2024 by Caylor Romines.

Facing South-Southeast @ 158.56° / 32.57351, -80.87357

DT-T TNC OR OLT MRK DOD

Photo #12

Old Horse Stable - 39'x20' 47'x20' 20'x40' - 2,520sqft.

Taken 2/15/2024 by Caylor Romines.

Facing East-Northeast @ 73.19° / 32.57428, -80.87366

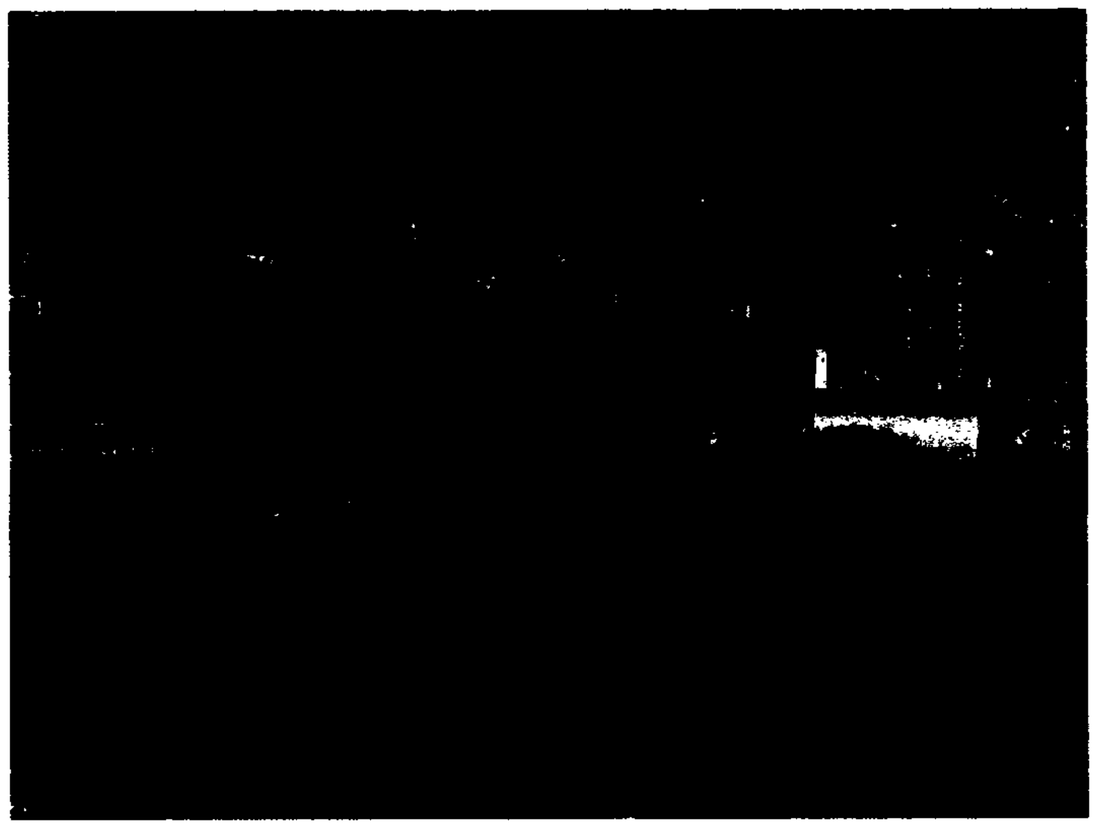
Photo #13

Chicken House - 8'x10' - 80sqft.

Taken 2/15/2024 by Caylor Romines.

Facing West-Southwest @ 252.11° / 32.57389, -80.87387

DT-T TNC CR OLT MRK DOD



Dog Pen - 20'x20' - 400sqft.

Taken 2/15/2024 by Caylor Romines.

Facing West @ 265.48° / 32.57389, -80.87387

Huntmaster House - 42'x47' 5'x4' - 1,947sqft.

Taken 2/15/2024 by Caylor Romines.

Facing Northwest @ 305.26° / 32.57389, -80.87387

DT-1 TNC CR OLT MPL DOD

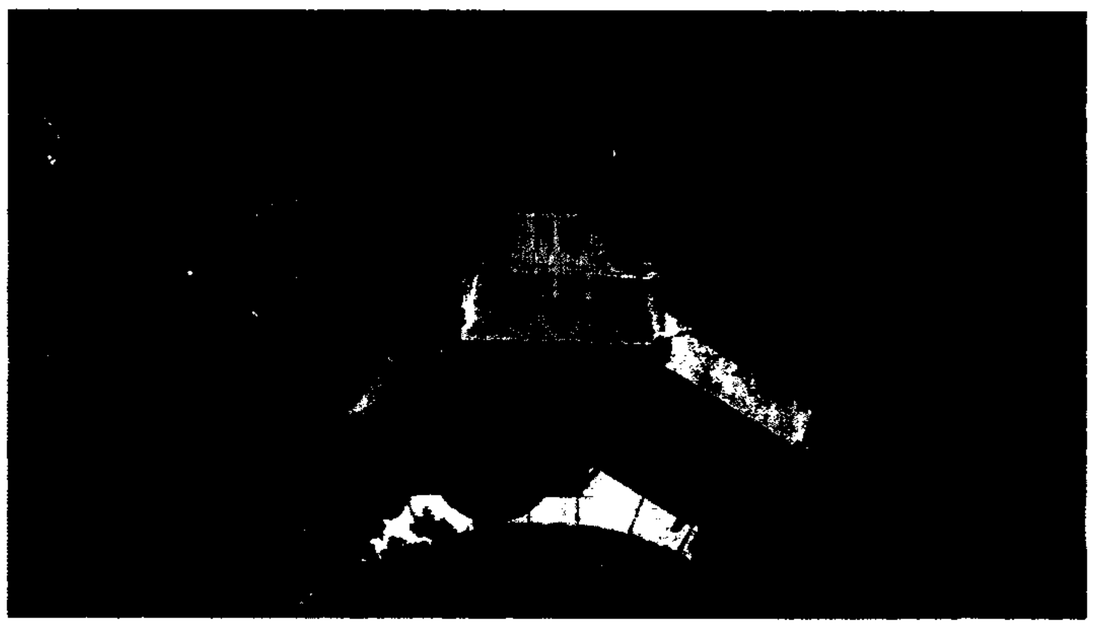
Photo #14

Girls Club - 15'x24' - 360sqft.

Taken 2/15/2024 by Caylor Romines.

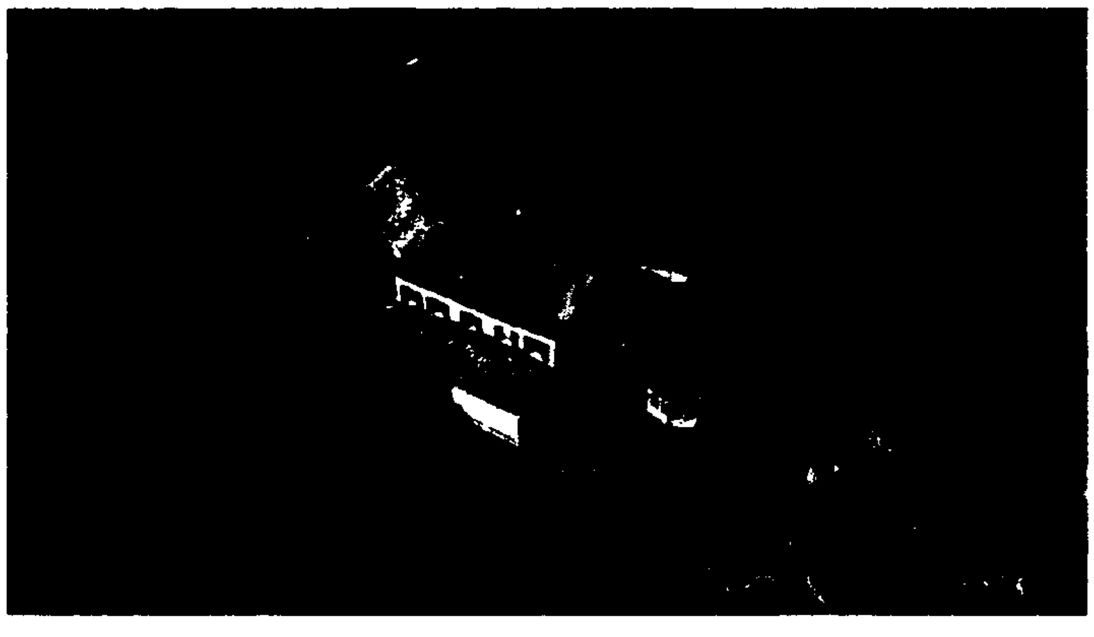
Facing North-Northwest @ 330.78°
/ 32.57353, -80.874

Photo #15



Main House Roofline

DT-T TNC CR OLT MPK DOD



Main house rear view

Main House - 5,373sqft & Main House Drive - 3,458sqft.

Taken 2/15/2024 by Caylor Romines.

Facing West-Southwest @ 244.12° / 32.573, -80.87417

DT-T TNC CR OLT MRK DOD

Photo #16

Brick Circles (x2) - 11' & 18' Diameters - 350sqft.

Taken 2/15/2024 by Caylor Romines.

Facing East @ 96.92° / 32.57256, -80.87387

Fountain - 6' diameter - 28sqft.

Taken 2/15/2024 by Caylor Romines.

Facing Southeast @ 134.81° / 32.57256, -80.87387

DTT TNC CR OLT MPK DOD

Photo #17

Boy's Club - 92'x20' 21'x65' 10'x65' - 3,855.

Taken 2/15/2024 by Caylor Romines.

Facing Southeast @ 134.09° / 32.57168, -80.87459

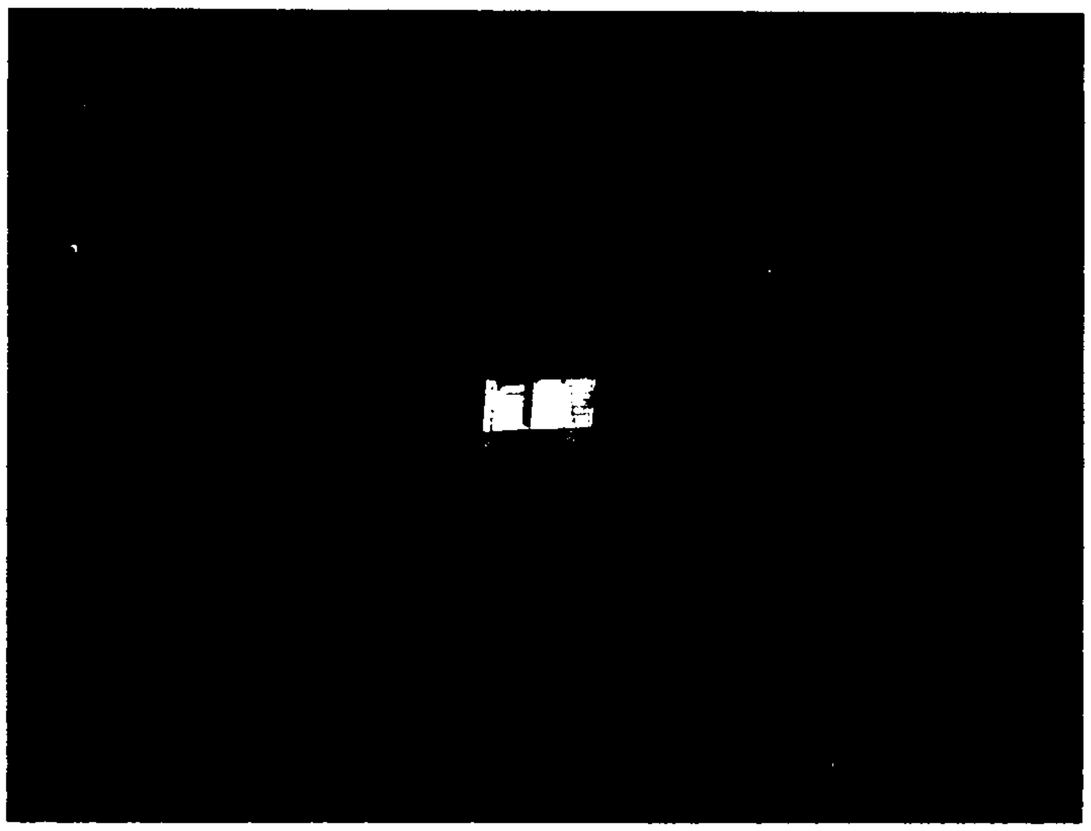
Rear view of Boy's Club.

Taken 2/15/2024 by Caylor Romines.

Facing West @ 258.21° / 32.57168, -80.87459

DT-T TNC OR OLT MPK DOD

Photo #18



Pump House and Brick Circle - 10'x9' 90sqft & 20' diameter 314sqft.

Taken 2/15/2024 by Caylor Romines.

Facing Northeast @ 43.95° / 32.57165, -80.87427

Photo #19

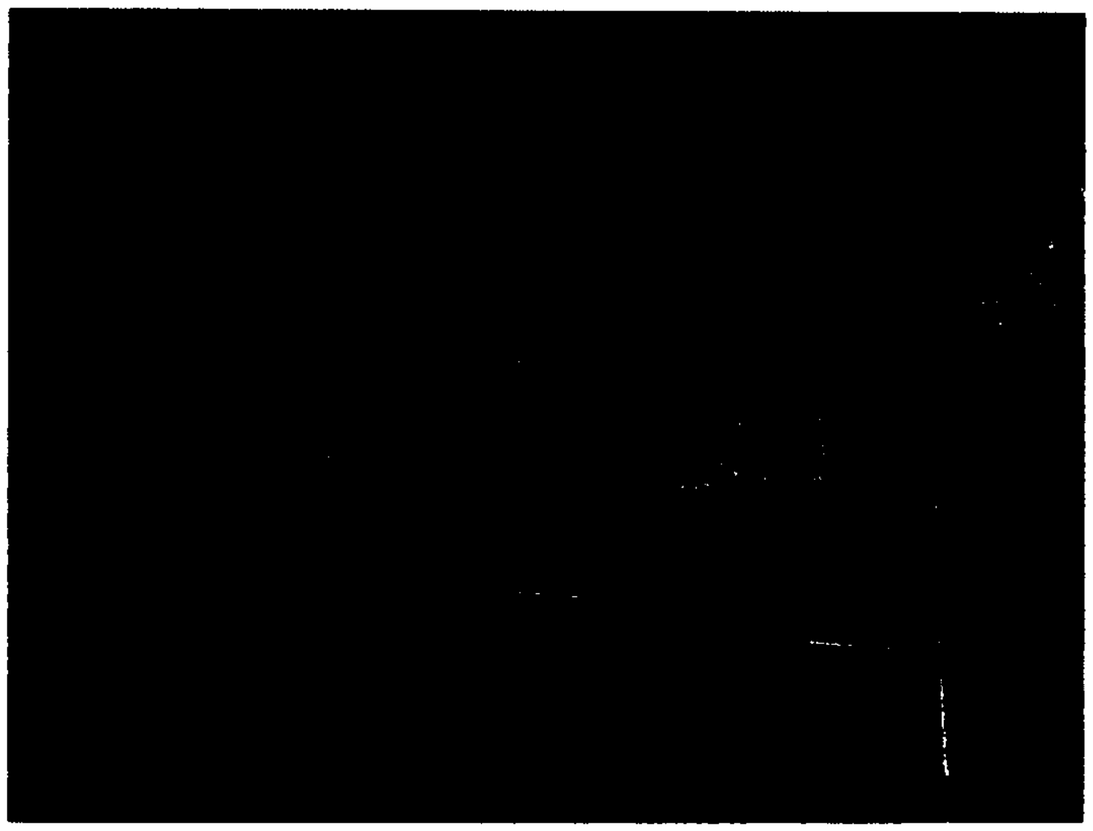
Bath House / Fountain and Walkway - 31'x17' 100'x3' & 15' circle - 1,003sqft.

Taken 2/15/2024 by Caylor Romines

Facing Northeast @ 40° / 32.57216, -80.87468

DTT TNC CR OLT MRK DOD

Photo #20



Tennis Court - 120'x60' - 7,200sqft.

Taken 2/15/2024 by Caylor Romines.

Facing Northeast @ 322° / 32.57188,

-80.87511

Photo #21

Skeet Towers - 8'x8' & 8'x8' - 128sqft.

Taken 2/15/2024 by Caylor Romines.

Facing Northeast @ 4° / 32.57453,

-80.87481

DTT TNC CR OLT MRK DOD

Shooting Pads - 3'x3'(X5) & 6'x3' - 63sqft.

Taken 2/15/2024 by Caylor Romines.

Facing Northeast @ 4° / 32.57453,

-80.87481

Photo #22

Helicopter Pad - 35'x35' - 1,225sqft.

Taken 2/15/2024 by Caylor Romines.

Facing Northeast @ 270° / 32.57534,

-80.87846

DT-1 TNC CR OLT MRK DOD

Photo #23

Hay Shed - 40'x88' - 3,520sqft.

Taken 2/15/2024 by Caylor Romines.

Facing Northeast @ 15° / 32.57945,

-80.88132

Photo #24

Cattle Storage Shed - 12'x15" - 180sqft.

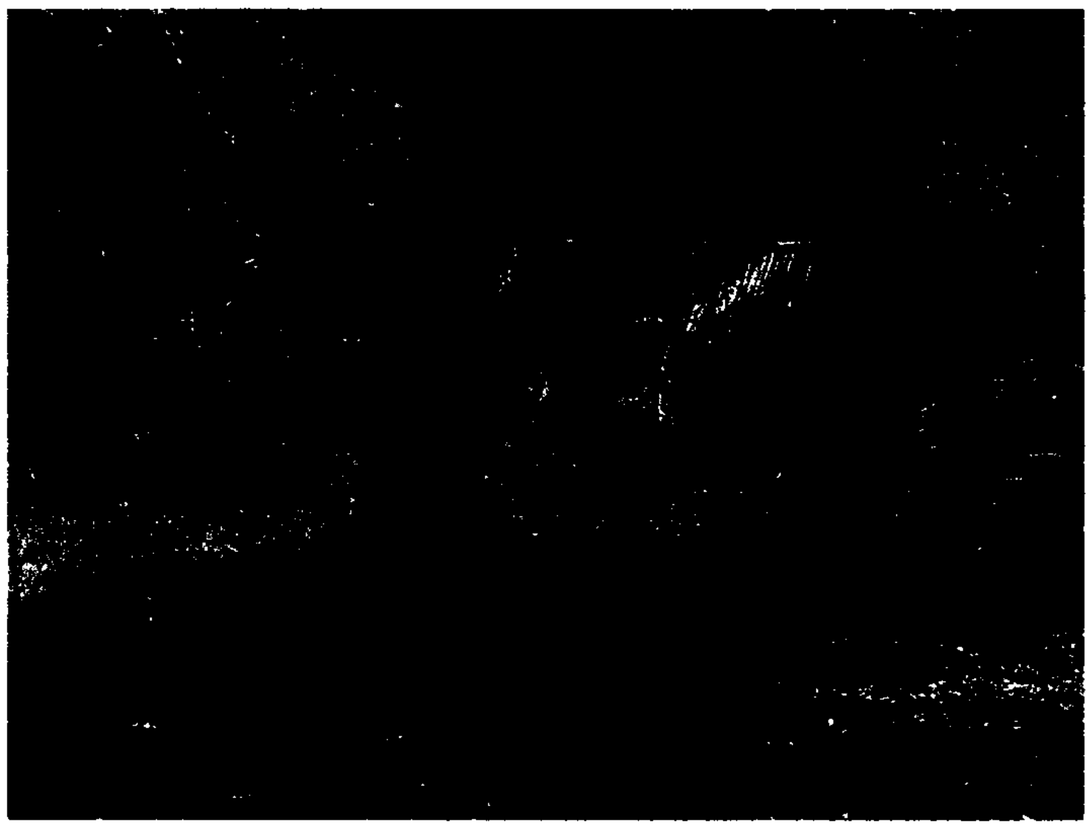
Taken 2/15/2024 by Caylor Romines.

Facing Northeast @ 162° / 32.58035,

-80.88085

DT-T TNC CK OLT MRK DOD

Photo #25

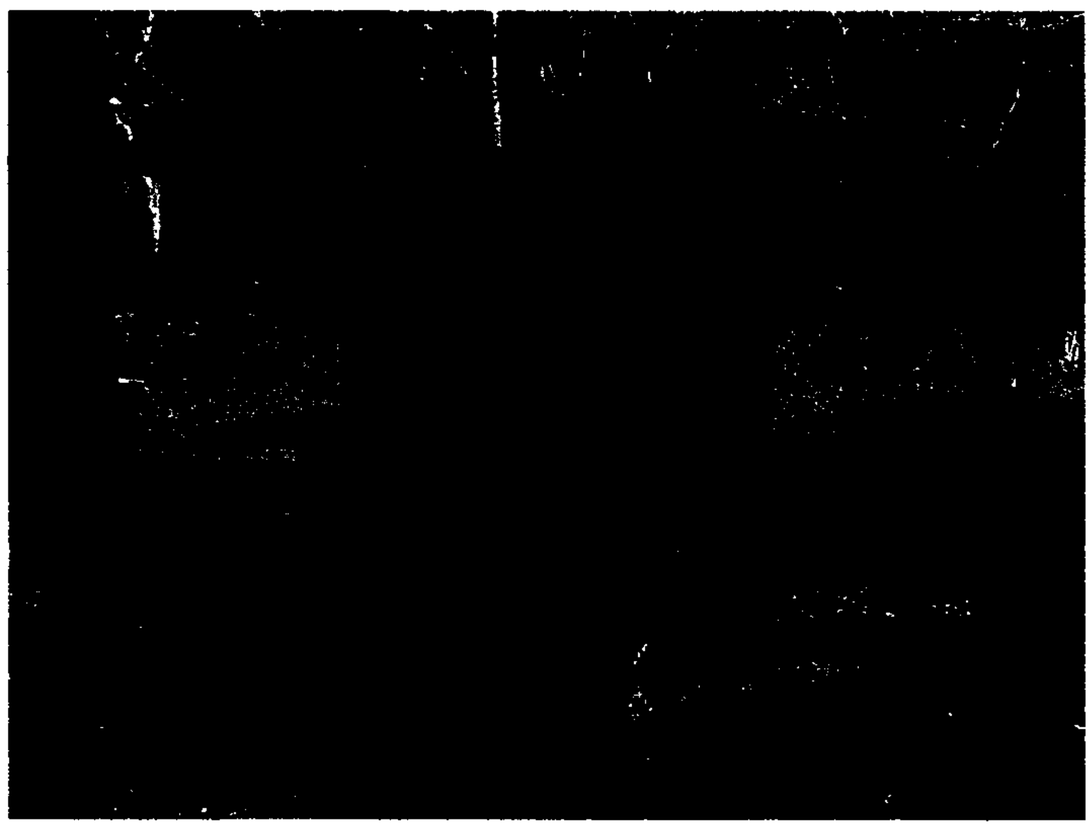


Quail Pen - 10'x38' - 380sqft.

Taken 2/15/2024 by Caylor Romines.

Facing Northeast @ 98° / 32.58089,

-80.88083



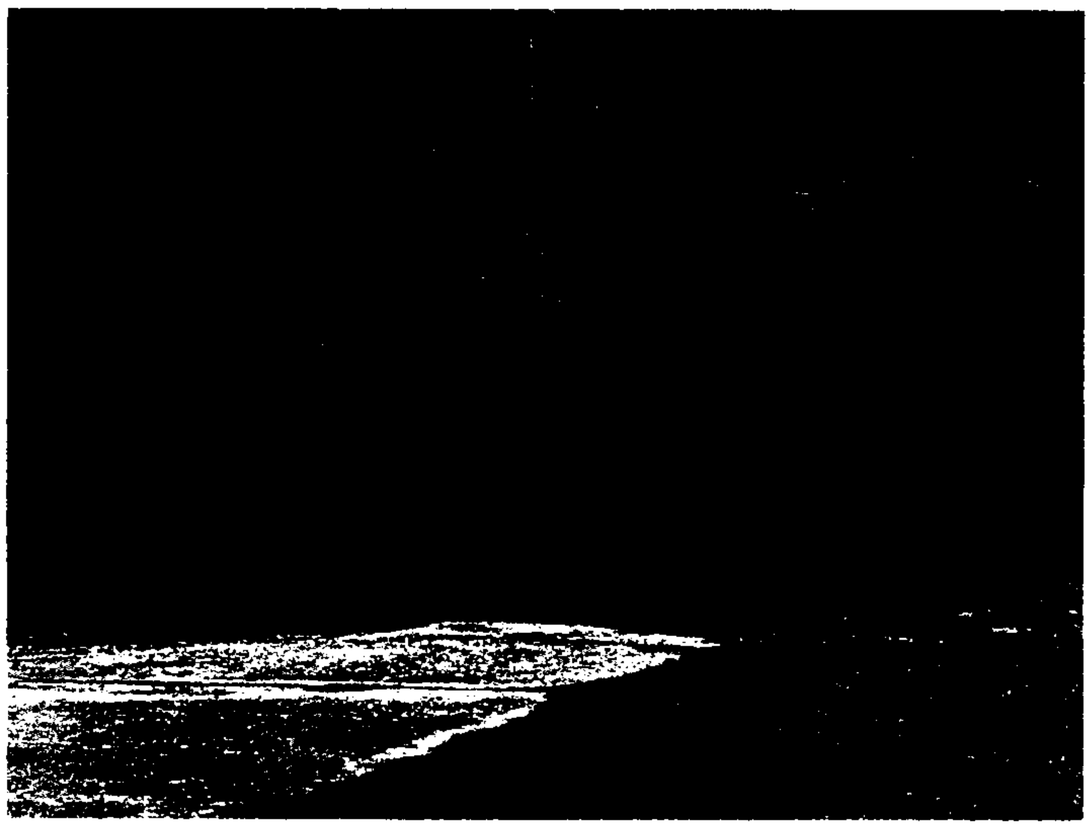
Johnny House - 5'x4' - 20sqft.

Taken 2/15/2024 by Caylor Romines.

Facing Northeast @ 84° / 32.58089,

-80.88083

DTT TNC CR OLT MPK DOD

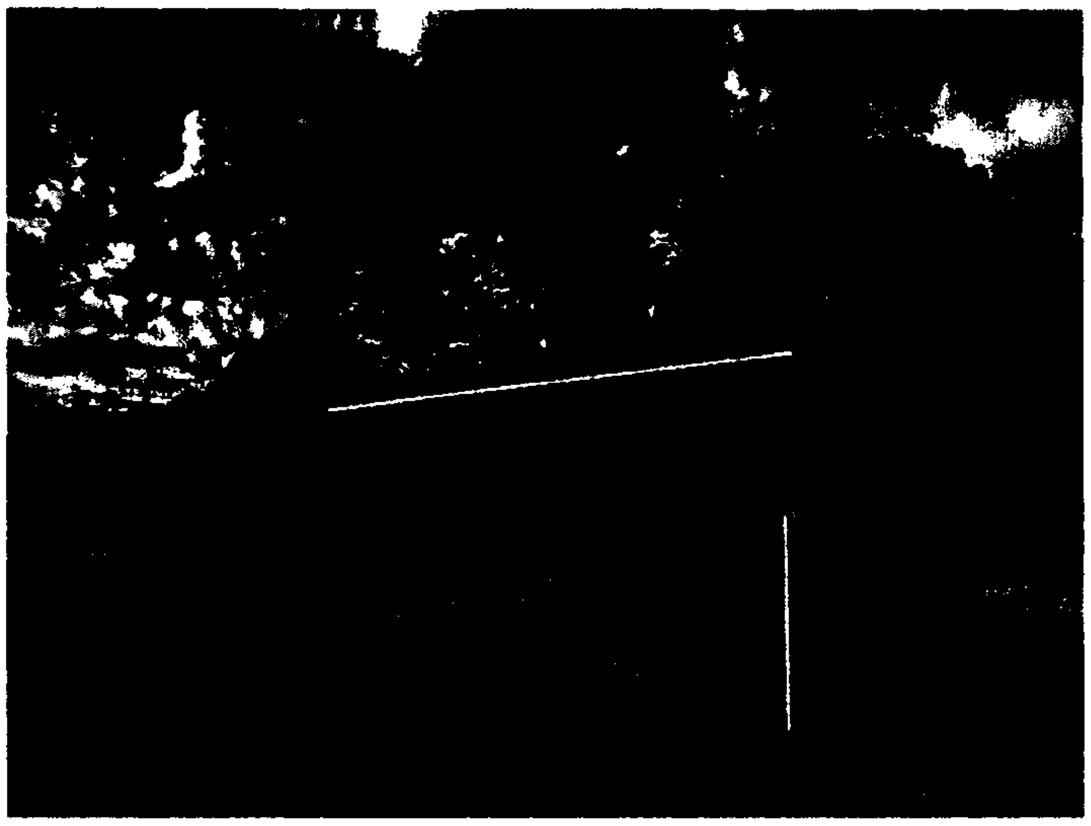


Pump House and Water Tank - 9'x14' - 126sqft.

Taken 2/15/2024 by Caylor Romines.

Facing Northeast @ 88° / 32.58089, -80.88083

Photo #26



Dairy Barn - 35'x16' - 2.345sqft.

Taken 2/15/2024 by Caylor Romines.

Facing Northeast @ 259° / 32.58098, -80.88139

DT TNC CR OLT MPK DOD

Photo #27

Silos and Concrete Pad Surrounding - 44,000sqft. (measured with Google Earth)

Taken 2/15/2024 by Caylor Romines.

Facing Northeast @ 268° / 32.58138, -80.88116

Cattle Storage Shed - 12'x15" - 180sqft.

Taken 2/15/2024 by Caylor Romines.

Facing Northeast @ 22° / 32.58138, -80.88116

DTT TNC CR OLT MRK DOD

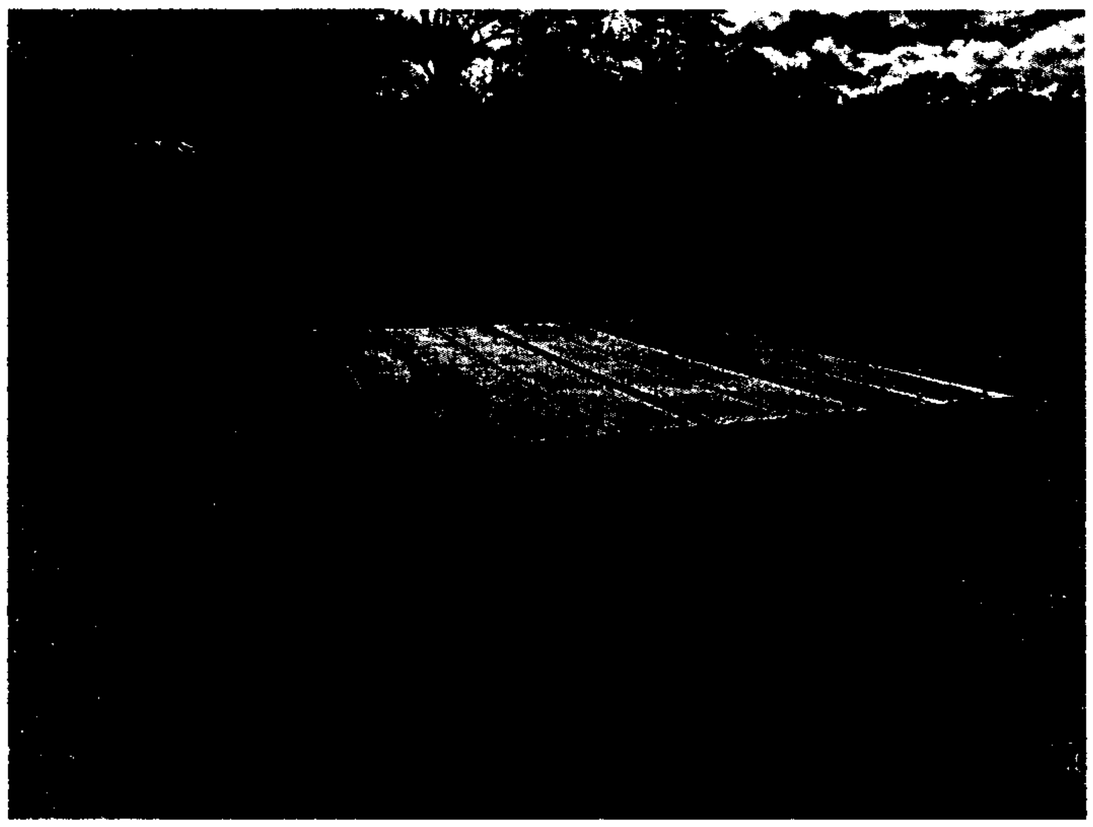
Photo #28

Pump House - 10'x14.5' - 145sqft.

Taken 2/15/2024 by Caylor Romines.

Facing Northeast @ 92° / 32.58187, -80.89198

Photo #29



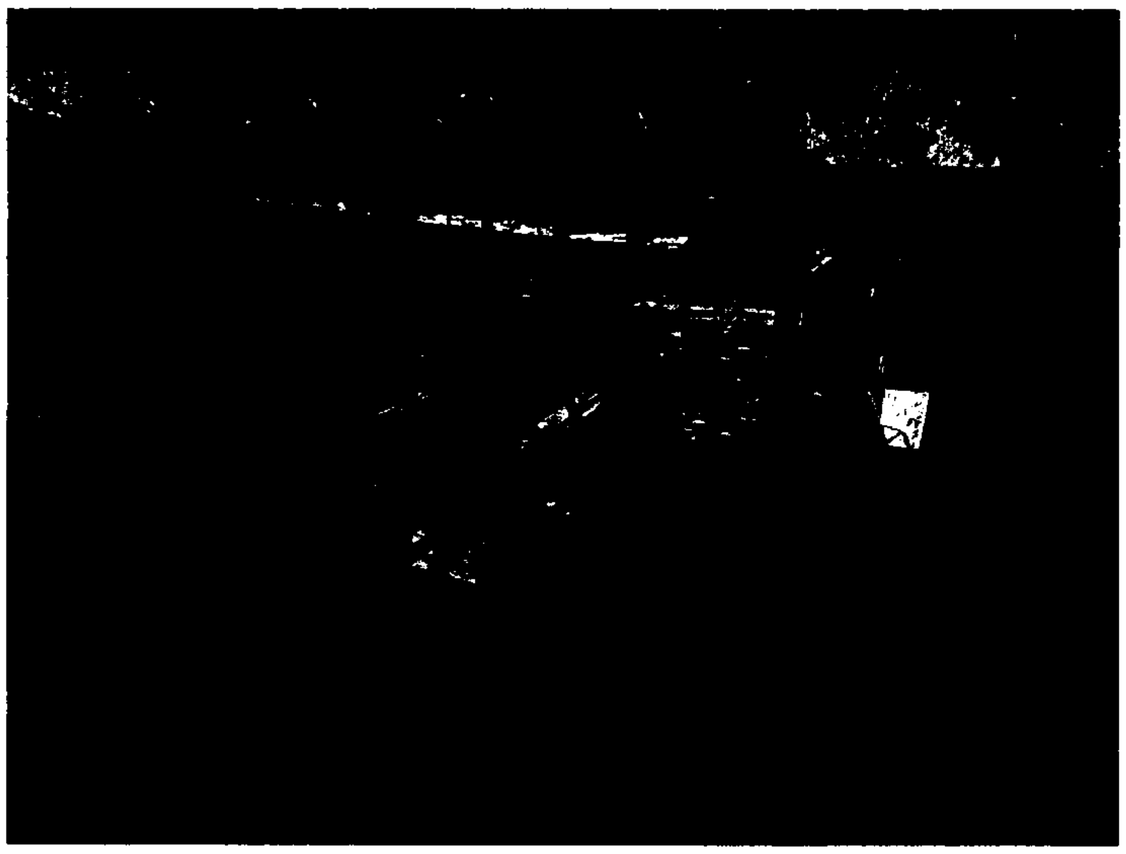
Skeet House - 8'x8' - 64sqft.

Taken 2/15/2024 by Caylor Romines.

Facing Northeast @ 348° / 32.58268, -80.89224

DTT TNC OL OLT MBK DOD

Photo #30



Dock - 4 'x10' - 40 sqft.

Taken 2/15/2024 by Caylor Romines.

Facing Northeast @ 55 ° / 32.57301,

-80.87318

Photo #31

Pond Dock

Taken 2/15/2024 by Caylor Romines.

Facing Northeast @ 12 ° / 32.56762,

-80.87684

DT-T TNC

OL OLT

MBK DOD

Photo #32

Staff Cottage 1 (north)
1,440sqft.

Taken 2/15/2024 by Caylor Romines.

Facing Northeast @ 83 ° / 32.60151, -80.89887

Photo #33

Staff Cottage 2 (south)
640sqft.

Taken 2/15/2024 by Caylor Romines.

Facing Northeast @ 82 ° / 32.60292, -80.89851

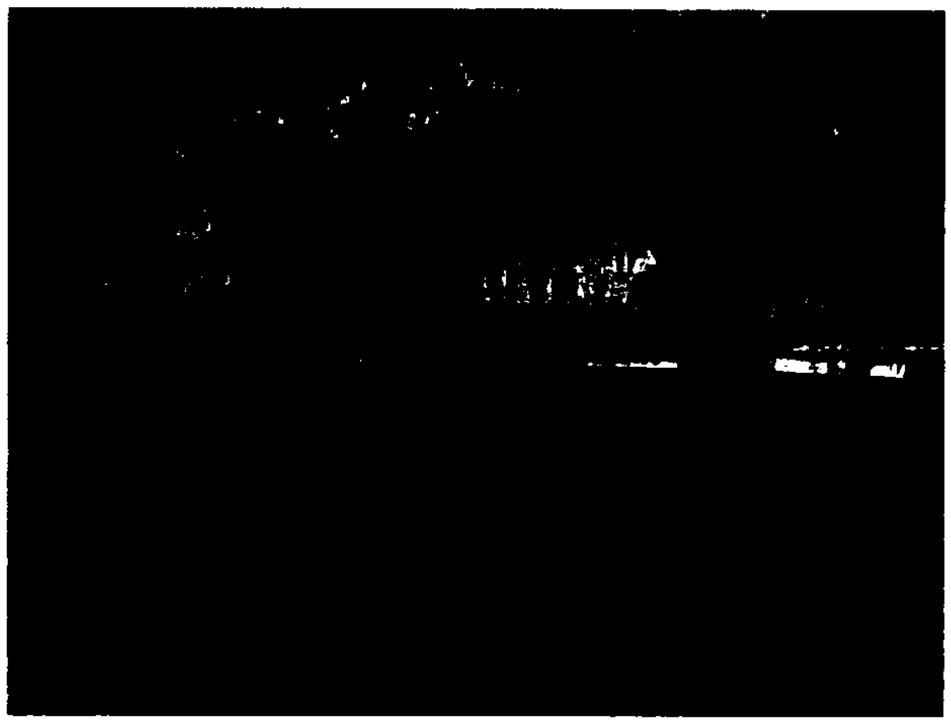
Staff Cottage 2 Shed – 144sqft

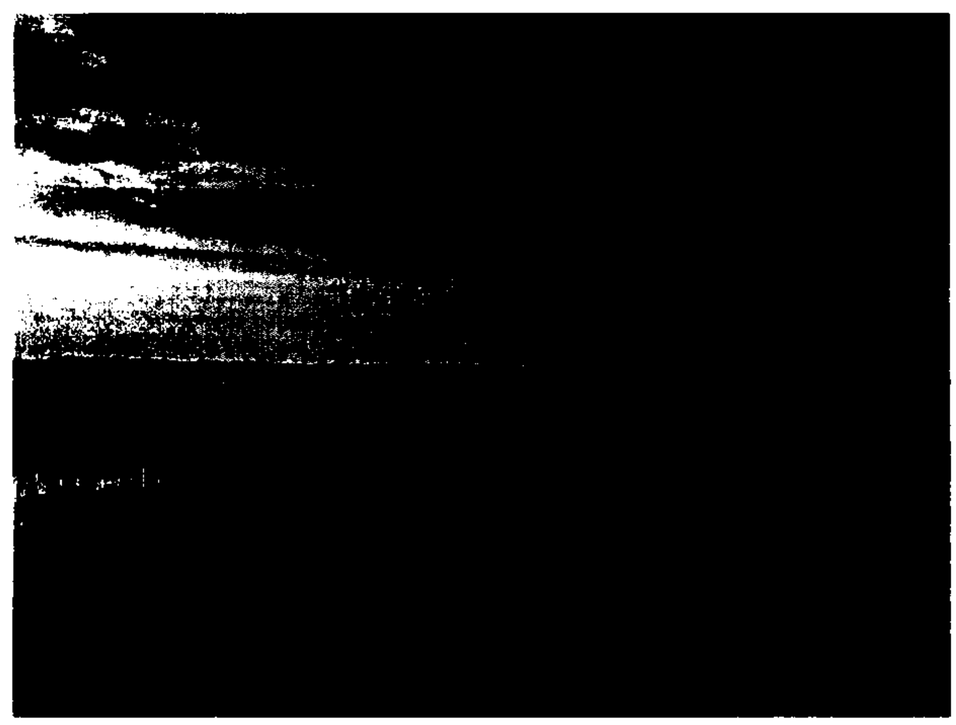
Taken 2/15/2024 by Caylor Romines.

Facing Northeast @ 82 ° / 32.60292, -80.89851

DT-T TNC CR OLT MRK DOD

Exhibit M: Photos Representative of Property as a Whole





DTT TNC OLT MRK DOD

DT-T TNC

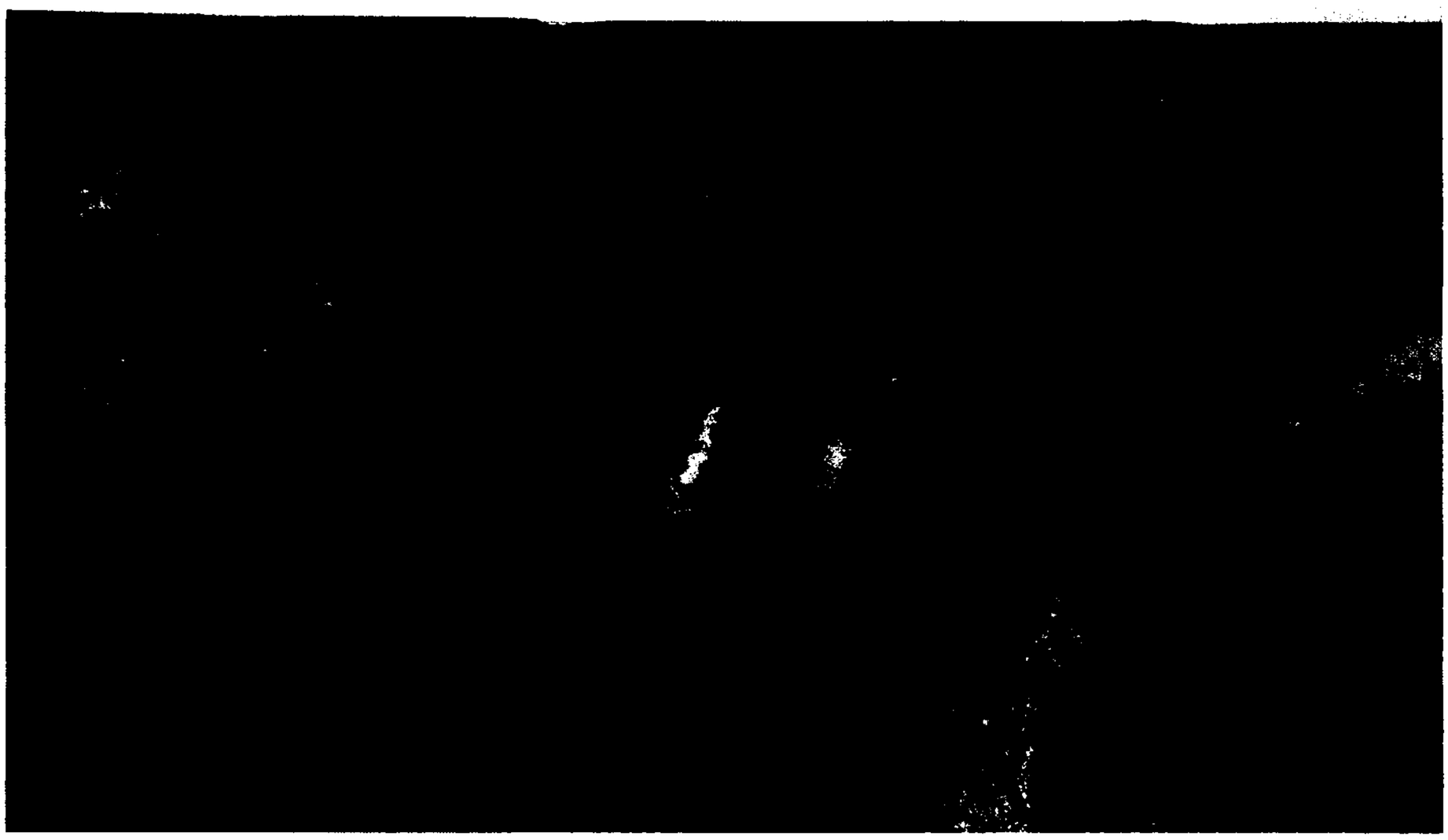
CR OLT

MPK DOD

DTT TNC OL OLT MEK DOD

DT-1 TNC CA OLT MAK DOD

DTT TNC CR OLT MEK DOD



DTT TNC OLT DOD

Exhibit N: Open Land Trust Board Approval

WHEREAS, The Nature Conservancy wishes to grant a conservation easement on a 4,409.3 acres of its property, TMS# 087-00-09-031; 087-00-09-023; 087-00-09-025 and 087-00-09-022 known as "Gregorie Neck" located off Gregorie Neck Road and Interstate 95 near Coosawhatchie in Jasper County, South Carolina; and

WHEREAS, the Property is located in the vicinity of Marine Corps Air Station Beaufort, a parcel of land owned and operated by the Department of the Navy and located fully within the Lowcountry Sentinel Landscape as designated by the Department of Defense in March 2023;

WHEREAS, the Property is situated 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 are 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 Property will provide critical habitat linkages to over 20,000 acres of adjacent protected lands, including Ernest F. Hollings ACE Basin National Wildlife Refuge-Combahee Unit, South Carolina Department of Natural Resources Coosawhatchie Unit (Slater-Buckfield), Mackay Point, Mount Repose, Roseland Plantation, Binden, Oak Grove, Buckfield, Cotton Hall, Tomotley, Brewton, Rose Hill, and Sheldon; and

WHEREAS, the Property possesses significant ecological and natural resources, and open space and scenic value, and historic and cultural resources of great importance; and

WHEREAS, the Property contains approximately 13.5 miles of river creek frontage along the Tulifinny and Coosawhatchie Rivers and its marshes, and provides for maintaining and enhancing water quality of the Port Royal Sound; and

WHEREAS, the Property has approximately 741 acres of Prime Farmland and 2,130 acres of Soils of Statewide Importance as determined by USDA National Resources Conservation Service; and

WHEREAS, the Department of Defense awarded a grant of $6,000,000 from the "REPI Challenge" program, the South Carolina Conservation Bank Board awarded a $2,000,000 grant for grant period FY 2023-2024, and Beaufort County Greenspace awarded a grant of $1,000,000 all to combine to $9,000,000 to protect the property's conservation and military values; and

WHEREAS, the perpetual protection of the natural, scenic, and aesthetic values, and special character of the Protected Property will yield significant benefit; and

NOW THEREFORE BE IT RESOLVED, by vote on May 20, 2024 the Board of Directors of the Open Land Trust unanimously approved the Conservation Easement on Gregorie Neck.

Kristin Williams
Executive Director

DT-T TNC dl OLT MPL DOD

Exhibit O: Preparers Qualifications

Caylor G. Romines
Associate Wildlife Biologist®
Open Land Trust, Director of Stewardship
905 Charles Street, Beaufort, SC 29902
Caylor@OpenLandTrust.org

Education

University of Tennessee May 2015 – August 2017
Master of Science, Wildlife and Fisheries Science
Master's Thesis Project: Developed a restoration suitability index for the Southern Appalachian Brook Trout on the North Zone of the Cherokee National Forest based on habitat characteristics to provide a model for long-term restoration practices.

University of Tennessee August 2011 - May 2015
Bachelor of Science, Wildlife and Fisheries Management and a Minor in Forestry

Relevant Work Experience

Open Land Trust May 2019 – present
905 Charles Street, Beaufort, SC 29902
Director of Stewardship
Oversees the Open Land Trust's land stewardship program. Nurtures strong relationships with neighbors/owners of conservation properties. Assists Director of Land Protection with landowner, partner and stakeholder meetings in order to identify easement or fee acquisition properties and prepares maps for Land Protection purposes and Baseline Documentation Reports for all Conservation Easement projects.

Chelsea Plantation September 2017 – May 2019
1000 Chelsea Plantation Drive, Ridgeland, SC 29936
Wildlife Biologist / Hunt Guide
Performed various wildlife management techniques in order to further enhance the wildlife benefit and use of the 6,000 acre property in order to have better quality hunting experiences. I worked predominantly on manipulating property as well as leading guests on various hunts of several upland species.

USDA Forest Service, Osceola National Forest May 2017 - July 2017
Sanderson, FL
Wildlife Technician Detailer
Monitoring the reproductive and nest success of the endangered Red Cockaded Woodpecker across the Osceola National Forest was predominately my position as well as monitoring gopher tortoise burrows. I also conducted numerous timber sale surveys.

USDA Forest Service, Cherokee National Forest June 2011 – August 2017
Greeneville, TN
Biological Science Student Trainee
Worked directly under the Wildlife and Fisheries Biologist assisting in various wildlife and fisheries management techniques. I also worked in various other departments to include: Timber Resources, Watershed Management, Recreation, Wetland and Water Resources, Botanical Department as well as the National Environmental Policy Act department.

EXHIBIT C

Burn Procedures

Any burning adjacent to woods, brush, or grassland is subject to all provisions within Title 48, Chapter 35, of the 1976 Code of Laws as amended ("Notification/ Precautions Law"), requiring notification to the Forestry Commission. Burns must also comply with all other applicable regulations.
If conflict exists between the procedures set forth in this Exhibit and State Law regarding procedures for burning, then State Law governs.
Contacts:

As of the Effective Date of the easement:

- Jasper County's Burn notification can be reached at **1-800**-986-5405
- Fire Department can be reached at 843-726-7607
- OPS at Marine Corps Air Station Beaufort can be reached at 843-228-7119/8020.

Procedures:

1. A burn number must be requested from the SC Forestry Commission.
   Using information from the smoke management forecast and the Guidelines, it is the fire manager's responsibility to calculate available fuel tonnage and/or acreage that may be burned under forecasted conditions before notifying the SC Forestry Commission. Notifications will be accepted only on the day of the burn.
2. On the day of the burn the fire manager should report the following information to the Forestry Commission Dispatch Center:

- Time of burn (planned)
- County and location (latitude and longitude if possible)
- Type of burn
- Tonnage and/or acreage to be burned
- Identity of and distance to nearest downwind smoke sensitive area Person in charge of burn and how he/she can be contacted

If the tonnage for a single burn causes the tonnage for a given 16,000 acres (25 square miles) to exceed permissible limits, the Forestry Commission will advise the fire manager that the plan should be altered (either by delaying the burn, or by reducing the acreage to be burned). Burning is allowed up to the tonnage acceptable under the Guidelines. If a prescribed fire manager decides not to complete a burn or reduces the number of acres to be burned, he/she should then advise the Dispatch Center. This may make it possible for someone else in the vicinity to ignite additional fuels that day.

3. Once the burn number has been issued by the S.C. Forestry Commission, and prior to burn ignition, notice must be provided to OPS at Marine Corps Air Station Beaufort and the local Fire Department.
The above process must be repeated each a burn is conducted.
No burning shall be carried out during any period which the Governor has declared that an emergency exists in connection with forest fires.

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

AFFIDAVIT

PESONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at Gregorie Neck Plantation, Jasper County

3. Check one of the following: The deed is

   (a)_____subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

   (b)_____subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

   (c)_✓_____exempt from the deed recording fee because (see Information section of affidavit): #2
   S.C. Code 12-24-40 (2) / Transfer to Federal Government
   (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

   (a)_____The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.

   (b)_____The fee is computed on the fair market value of the realty which is_____

   (c)_____The fee is computed on the fair market value of the realty as established for property tax purposes which is_____.

5. Check Yes___ or No_✓_ to the following: A lien or encumbrance existed on The land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes,"

6. The deed recording fee is computed as follows:

   (a) Place the amount listed in item 4 above here: _____

(b) Place the amount listed in item 5 above here:_____
(If no amount is listed, place zero here.)

(c) Subtract Line 6 (b) from Line 6(a) and place result here:_____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: Ø

8. As required by **Code Section 12-24-70**, I state that I am a responsible Person who was connected with the transaction as: attorney for Beaufort County.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

T. Bendle Jr

Responsible Person Connected with the Transaction
Thomas A. Bendle, Jr.

SWORN to before me this 25
Day of July, 2024

Notary Public for South Carolina
My Commission Expires: 3/7/2032

JUANA A. SALAZAR
NOTARY PUBLIC
MY COMMISSION EXPIRES 03/07/2032
SOUTH CAROLINA

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ACKNOWLEDGMENT OF RIGHTS ALLOCATED

THIS ACKNOWLEDGMENT OF RIGHTS ALLOCATED ("Acknowledgment") to the Conservation Easement ("Conservation Easement") dated July 25, 2024, by THE NATURE CONSERVANCY (hereinafter referred to as either "TNC" or Grantor); BEAUFORT COUNTY OPEN LAND TRUST ("BCOLT") and UNITED STATES OF AMERICA, acting by and through the Department of Navy ("Navy"), collectively herein referred to as "Grantee," is made effective as of this 2nd of September, 2024.

WHEREAS, The Nature Conservancy granted the Conservation Easement to BCOLT and Navy by instrument dated July 25, 2024, and recorded in Record Book 1156 at Page 1885 in the Office of the Register of Deeds in Jasper County, South Carolina and which encumbered real property (the "Protected Property") containing 4,409 acres, more or less, and known as Gregorie Neck, more fully described in Exhibit A to the Conservation Easement and located in Jasper County, South Carolina; and

WHEREAS, associated grant agreements referencing the Conservation Easement dated July 25, 2024, are recorded in Deed Book 1156 at Page 1869 in the Office of the Register of Deeds in Jasper County, South Carolina and Deed Book 1156 at Page 1877 in the Office of the Register of Deeds in Jasper County, South Carolina; and

WHEREAS, by accepting the Conservation Easement, BCOLT and Navy agreed to be a partner in protecting Gregorie Neck *in perpetuity* and accepted perpetual stewardship responsibility to uphold and enforce the terms of the Conservation Easement; and

WHEREAS, the Conservation Easement, in part, limited the division of the Protected Property to a maximum of seven (7) subdivided tracts with no subdivided tract being less than two hundred and fifty acres (250) in size; and,

WHEREAS, the Conservation Easement specifies that the Grantor shall allocate reserved rights among such Subdivided Tracts at the time of each subdivision; and

WHEREAS, the Grantor and Grantee acknowledge that the total **Impervious Surface** on the Property shall not exceed a maximum of **960,280** square feet in the aggregate, and that **124,953** square feet in the aggregate exist as of the date of this acknowledgement,

WHEREAS, Grantor, either prior to or simultaneously herewith, by the filing of various plats as referenced on the property descriptions more fully set forth on Exhibit A herein, has legally subdivided the Protected Property into five separate tracts, a 480.21 acre tract ("Tract 1"), a 625.05 acre tract ("Tract 2"), a 551.05 acre tract ("Tract 3-4A), an 812.00 acre tract ("Tract 5") and a 2,022.14 acre tract ("Tract 4B-6"), all of which are encumbered by the Conservation Easement; and

OR BK1163 PG 102 - 111 (10)
Doc No: 202400006002
Recorded: 10/04/2024 09:37:47 AM
MISC Fee Amt: $25.00
State Tax: $0.00 Local Tax: $0.00
Filed for Record in Jasper County, SC ROD
Vanessa Wright, Registrar

WHEREAS, Grantor is required by the Conservation Easement to allocate Reserved Rights among such Subdivided Tracts at the time of each subdivision;

NOW, THEREFORE, in consideration of the above recitals and the covenants, terms and conditions contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee, for themselves and their respective heirs, successors and assigns, agree as follows:

1. BCOLT and Navy expressly acknowledges Grantor had the right to subdivide the Protected Property into five separate, legally transferrable parcels encumbered by the Conservation Easement.

2. Grantor by the filing of the plats and this instrument has allocated the Reserved Rights to each of each of the five subdivided parcels in the manner more fully described on Exhibits A-1 through A-5 attached to this Allocation of Rights.

3. Grantor and Grantee acknowledge by this instrument that there shall be no further subdivision of Tract 1, Tract 2 or Tract 5. Tract 3-4A and 4B-6 each are allocated one additional subdivision.

4. All of the provisions of the Conservation Easement relating to the Protected Property formerly known as Gregorie Neck shall remain in full force and effect.

5. Nothing herein shall serve to change any provision of the Conservation Easement so as to cause a violation of Section 170(h) of the Internal Revenue Code of 1986, as amended, or applicable Treasury Regulations thereunder.

- REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK -

IN WITNESS WHEREOF, Grantor and Grantees have executed this Acknowledgement of Rights Allocated as of the date referenced above.

WITNESSES:

GRANTOR:

THE NATURE CONSERVANCY

Witness

Witness

By: Dale Threatt-Taylor

Its: Executive Director, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF Greenville)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the above-named Grantor, by Dale Threatt-Taylor its Executive Director, SC personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

SWORN to before me this 25th day of September, 2024.

Notary Public for South Carolina
My Commission Expires: 09/10/2025

SARAH R HARTMAN
My Commission Expires
NOTARY PUBLIC
09/10/2025
SOUTH CAROLINA

IN WITNESS WHEREOF, Grantor and Grantees have executed this Acknowledgement of Rights Allocated as of the date referenced above.

WITNESSES:

Michael James

Michael James Jr.

GRANTEE:

United States of America – Dept. of the Navy

Amanda R. M. Pack

By: Amanda R.M. Pack
Its: Real Estate Contracting Officer

STATE OF Virginia)
City)
~~COUNTY~~ OF Chesapeake)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the above-named Grantee by United States of America its RECO, Amanda R. M. Pack, personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

SWORN to before me this 26th day of September, 2024.

Heather M. St

Notary Public for City of Chesapeake
My Commission Expires: 8/31/25

HEATHER M. STADLER
NOTARY PUBLIC
REG. # 323079
MY COMMISSION EXPIRES 8/31/2025
COMMONWEALTH OF VIRGINIA

IN WITNESS WHEREOF, Grantor and Grantees have executed this Acknowledgement of Rights Allocated as of the date referenced above.

WITNESSES:

Beaufort County Open Land Trust, Inc.

By: _____

Its: Executive Director

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the above named duly authorized officer of Beaufort County Open Land Trust, Inc. personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

SWORN to before me this 19th day of SEPTEMBER, 2024.

Notary Public for South Carolina
My Commission Expires: 03-19-2031

CAYLOR ROMINES
NOTARY PUBLIC
My Commission Expires 03-19-2031
STATE OF SOUTH CAROLINA

EXHIBIT A-1
PROPERTY DESCRIPTION

TRACT 1

All that certain piece, parcel, or lot of land, together with any improvements thereon, situate, lying and being located in the County of Jasper, State of South Carolina, containing 480.21 acres, more or less, shown as Tract 1 on a plat entitled on a plat entitled "A Boundary Survey Tract 1 A Portion of The Nature Conservancy Tract" prepared for The Nature Conservancy by Robert H. Tuck, PLS No. 24484, dated June 2024 and recorded in the office of the Register of Deeds for Jasper County in Plat Book 38 at page 969. This plat is incorporated into and made a part of this description by reference. For further description as to courses, distances, metes and bounds, reference is made to the plat.

TMS #087-00-09-022 – portion of

Together with the following specific Reserved Rights associated with the use and enjoyment of Tract 1:

1) One Hundred Thousand Four Hundred Thirty (100,430) square feet of impervious surface area;
2) Two (2) new residential structures;
3) One (1) new dock; and
4) Twenty-five (25) acres of new ponds;
5) One boat landing intended for personal use

Together with all of the non-specific Reserved Rights associated with the property being conveyed, as set forth in the Conservation Easement.

This being a portion of the property conveyed to The Nature Conservancy by deed of 1415 Gregorie Neck, LLC dated February 14, 2024 and recorded February 14, 2024 in the office of the Register of Deeds for Jasper County in Deed Book 1143 at pages 878-885.

EXHIBIT A-2

PROPERTY DESCRIPTION

TRACT 2

All that certain piece, parcel, or lot of land, together with any improvements thereon, situate, lying and being located in the County of Jasper, State of South Carolina, containing 626.05 acres, more or less, shown as Tract 2 on a plat entitled "A Boundary Survey Tract 2 A Portion of The Nature Conservancy Tract" prepared for The Nature Conservancy by Robert H. Tuck, PLS No. 24484, dated June 2024 and recorded in the office of the Register of Deeds for Jasper County in Plat Book 38 at page 970. This plat is incorporated into and made a part of this description by reference. For further description as to courses, distances, metes and bounds, reference is made to the plat.

TMS #087-00-09-022 – portion of

Together with the following specific Reserved Rights associated with the use and enjoyment of Tract 2:

1) One Hundred Thirty-Seven Thousand Six Hundred Nine (137,609) square feet of impervious surface area;
2) Two (2) new residential structures;
3) One (1) new dock; and
4) Twenty-five (25) acres of new ponds;

Together with all of the non-specific Reserved Rights associated with the property being conveyed, as set forth in the Conservation Easement.

This being a portion of the property conveyed to The Nature Conservancy by deed of 1415 Gregorie Neck, LLC dated February 14, 2024 and recorded February 14, 2024 in the office of the Register of Deeds for Jasper County in Deed Book 1143 at pages 878-885.

EXHIBIT A-3
PROPERTY DESCRIPTION

TRACT 3-4A

All that certain piece, parcel, or lot of land, together with any improvements thereon, situate, lying and being located in the County of Jasper, State of South Carolina, containing 551.05 acres, more or less, shown as Tract 3-4A on a plat entitled "A Boundary Survey Tract 3-4A - A Portion of The Nature Conservancy Tract" prepared for The Nature Conservancy by Robert H. Tuck, PLS No. 24484, dated June 2024 and recorded in the office of the Register of Deeds for Jasper County in Plat Book 38 at page 971. This plat is incorporated into and made a part of this description by reference. For further description as to courses, distances, metes and bounds, reference is made to the plat.

TMS #087-00-09-025; 087-00-09-023 & 087-00-09-022 – portion of

Together with the following specific Reserved Rights associated with the use and enjoyment of Tract 3-4A:

1) One Hundred Seventeen Thousand Nine Hundred Fifty-Two (117,952) square feet of impervious surface area;
2) Up to four new (4) residential structures, subject to the limitations of Paragraph 5(b)(iii) of the Conservation Easement;
3) Two (2) new docks, limited to one per subdivision;
4) Ten (10) acres of new ponds; and
5) One (1) additional Subdivision

Together with all of the non-specific Reserved Rights associated with the property being conveyed, as set forth in the Conservation Easement.

This being a portion of the property conveyed to The Nature Conservancy by deed of 1415 Gregorie Neck, LLC dated February 14, 2024 and recorded February 14, 2024 in the office of the Register of Deeds for Jasper County in Deed Book 1143 at pages 878-885.

EXHIBIT A-4

PROPERTY DESCRIPTION

TRACT 5

All that certain piece, parcel, or lot of land, together with any improvements thereon, situate, lying and being located in the County of Jasper, State of South Carolina, containing 812.00 acres, more or less, shown as Tract 5 on a plat entitled "A Boundary Survey Tract 5 A Portion of The Nature Conservancy Tract" prepared for The Nature Conservancy by Robert H. Tuck, PLS No. 24484, dated June 2024 and recorded in the office of the Register of Deeds for Jasper County in Plat Book 38 at page 972. This plat is incorporated into and made a part of this description by reference. For further description as to courses, distances, metes and bounds, reference is made to the plat.

TMS #087-00-09-031 & 087-00-09-022 – portion of

Together with the following specific Reserved Rights associated with the use and enjoyment of Tract 5:

1) One Hundred Seventy-Three Thousand Five Hundred Nine (173,509) square feet of impervious surface area;
2) One (1) new residential structure; and
3) Ten (10) acres of new ponds;

Together with all of the non-specific Reserved Rights associated with the property being conveyed, as set forth in the Conservation Easement.

This being a portion of the property conveyed to The Nature Conservancy by deed of 1415 Gregorie Neck, LLC dated February 14, 2024 and recorded February 14, 2024 in the office of the Register of Deeds for Jasper County in Deed Book 1143 at pages 878-885.

EXHIBIT A-5
PROPERTY DESCRIPTION

TRACT 4B-6

All that certain piece, parcel, or lot of land, together with any improvements thereon, situate, lying and being located in the County of Jasper, State of South Carolina, containing 2,022.14 acres, more or less, shown as Tract 4B-6 on a plat entitled "A Boundary Survey Tract 4B-6 A Portion of The Nature Conservancy Tract" prepared for The Nature Conservancy by Robert H. Tuck, PLS No. 24484, dated June 2024 and recorded in the office of the Register of Deeds for Jasper County in Plat Book 38 at page 976. This plat is incorporated into and made a part of this description by reference. For further description as to courses, distances, metes and bounds, reference is made to the plat.

TMS #087-00-09-022 – portion of

Together with the following specific Reserved Rights associated with the use and enjoyment of Tract 4B-6:

1) Four Hundred Thirty Thousand Seven Hundred Eighty (430,780) square feet of impervious surface area;
2) Up to Six (6) new residential structures, subject to the limitations of Paragraph 5(b)(iii) of the Conservation Easement;
3) Two (2) new docks, limited to one per subdivision;
4) Thirty (30) acres of new ponds; and
5) One (1) additional Subdivision
6) One (1) boat landing intended for personal use

Together with all of the non-specific Reserved Rights associated with the property being conveyed, as set forth in the Conservation Easement.

This being a portion of the property conveyed to The Nature Conservancy by deed of 1415 Gregorie Neck, LLC dated February 14, 2024 and recorded February 14, 2024 in the office of the Register of Deeds for Jasper County in Deed Book 1143 at pages 878-885.