

REC'D. PAYMENT

8-15-17

PER CLERK

RMC OFFICE

CHARLESTON COUNTY, SC

X  
(0659, 123)

STATE OF SOUTH CAROLINA

**PARTIAL EXTERIOR AND PARTIAL INTERIOR  
PRESERVATION EASEMENT FOR 57-59  
CHURCH STREET**

COUNTY OF CHARLESTON

THIS indenture of easement (the "Easement"), made this 15<sup>th</sup> day of August, 2017, between **CHURCH STREET HISTORIC FOUNDATION, INC.**, a South Carolina non-for-profit corporation ("Grantor"), and **HISTORIC CHARLESTON FOUNDATION**, a South Carolina a non-profit corporation ("Grantee").

**WITNESSETH:**

WHEREAS, Grantor is the Owner of certain real property known as the Thomas Rose House (the "House"), hereinafter described on Exhibit "A" located in the City of Charleston, Charleston County, South Carolina (the "Property"); and

WHEREAS, such Property is located in and has been certified as being of historic significance to the officially designated Historic Charleston District of Charleston, South Carolina, which district is a registered historic district as defined by the Internal Revenue Code (1986, as amended); or is recognized by the United States Department of Interior through inclusion, or eligibility for listing, in the National Register of Historic Places; or is a part of a historically important land area whose preservation is necessary to maintain the historic integrity of the Historic Charleston District, which district contributes significantly to the cultural heritage and visual beauty of Charleston, South Carolina and should be preserved, and the preservation of such Property meets the requirement of Internal Revenue Code Section 170(h)(4)(A)(iv); and

WHEREAS, Grantee is authorized to accept real property and interests therein in furtherance of its purpose of preserving and protecting the historical and architectural heritage of Charleston and its environs; and

WHEREAS, Grantor desires to grant and Grantee desires to accept, a limited interior conservation easement, and a partial exterior conservation easement with respect to the Property; and

WHEREAS; the grant of this Easement is made pursuant to all municipal, state, and federal ordinances, statutes, and regulations including without limitation the South Carolina Conservation Easement Act of 1991, South Carolina Code Sections 27-8-10 *et seq.*; and

WHEREAS, local zoning or ordinances which restrict or otherwise affect the use and appearance of the Property are temporary in nature and may be amended or revoked from time to time, while this Easement is intended to be, and is, perpetual in nature;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), in hand, paid by Grantee to Grantor and in consideration of the recitals and agreements contained herein, Grantor does hereby grant, sell and convey to Grantee, its successors and assigns, a limited interior conservation easement, and a limited exterior conservation easement, in perpetuity, in, on and over, and the rights to restrict the use of, the following Property, more particularly described in the attached Exhibit "A".

Grantor, on behalf of Grantor, and Grantor's successors and assigns, hereby places upon the Property such restrictions, covenants, terms and conditions as set forth below. Such restrictions, covenants, terms and conditions shall run with the land in perpetuity and shall be referred to in any subsequent conveyance of any interest of the Grantor, although failure so to refer shall not impair this Easement:

1. Subject to the rights reserved to Grantor as provided at Paragraph 2 of this Easement, Grantor agrees that without the prior express written consent of Grantee, Grantor will not undertake nor permit to be undertaken: (a) any construction, alteration, remodeling, repainting, refinishing, or any other thing which would alter or change the present exterior appearance of the exterior of the improvements, or (b) any abrasive cleaning, chemical cleaning, sealant, or waterproofing; or (c) the exterior extension of the existing structures or the erection of any new or additional structures on the Property or in the open space above the land; provided, however, as to 1. (a) and (b) above, and except as otherwise provided herein, this restriction will not apply to the Garage Addition as shown on the South Elevation drawing by Glenn Keyes attached hereto as part of Exhibit "B"; provided, further, however, the cleaning, reconstruction, repair, repainting, or refinishing of the exterior in its present state, damage to which has resulted from destruction or deterioration, shall be permitted without consent of Grantee so long as it is performed in a manner which will leave unchanged the appearance of the exterior as it exists in its present state; and provided further, that no signs, billboards, or advertising shall be placed upon said premises, except (i) such plaques or other markers for commemorating the historic importance of the premises or the grant of this Easement, (ii) such signs as are necessary to direct pedestrians or vehicular traffic, (iii) signs which indicate no more than the street address and the names of the occupants of the premises, and (iv) "For Sale" or "For Rent" or similar signs of a temporary nature. No portion of the exterior of the building may be changed in a manner inconsistent with the historical character of such exterior.

For purposes of this grant of Easement, the "facade" or "exterior" of the improvements includes without limitation, the entirety of the outside walls, roofs, chimneys, doors, shutters, windows, and other exterior elements of all buildings on the property (except and specifically excluding the Garage Addition and greenhouse) as depicted in the written description and in the photographs or drawings as attached hereto as Exhibit "C". The photographs, or measured drawings, shall be kept on file with the Grantee with an appropriate description and with the initials of the Grantor and an agent of the Grantee. It is the intent of the parties that these photographs or drawings shall constitute a convenient record of the present state of the building and Property referred to in this Easement, as of the date of this Easement, and shall be used as the primary evidence of the present state in enforcing the terms of this easement; provided however, that the nonexistence or unavailability of these photographs shall not preclude or prevent a future determination of the present state by any other means. The Garage Addition may be demolished and/or redesigned. Changes to the Garage Addition and greenhouse shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld and

will be limited in scope to the approval of the height, scale, mass, and impact of the proposed changes on the exterior of the house.

2. The Grantor reserves all the rights, uses and activities (collectively, the "Reserved Rights") inherent in fee simple ownership of the Property, subject to the specific Restrictions and Limitations of Paragraph 1, which are included to accomplish the conservation purposes. 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 conservation purposes. In granting a limited interior easement on the Thomas Rose House, Grantor is mindful of the numerous and significant changes that have been made to the House since its original construction, and that changes will need to be made to the interior of the House in the future. With this in mind, Grantor and Grantee have agreed to preserve certain limited architecturally significant historic features of the interior of the House as set forth in Exhibit "D", and have further agreed and do hereby agree that as to other interior spaces or features, future owners of the House shall have the right to change, modify, improve, demolish, renovate and/or repair such spaces or features. Notwithstanding the foregoing, Grantor may construct a new door and doorway through the north wall (northwest corner) in the main house 2nd floor bedroom (the Chinese wallpaper bedroom) to allow for private direct access from the bedroom to the proposed master bath and closet areas as depicted in the drawings by Glenn Keyes as set forth in Exhibit "D-1".

3. All maintenance, rehabilitation or other work pursuant to the provisions of this Easement shall be performed according to the United States Secretary of Interior's Standards for the Treatments for Historic Buildings, which include standards for restoration, rehabilitation and reconstruction, as may from time to time be amended, and by the standard written guidelines of the Grantee, applicable to all other easement properties of Grantee, as may be amended from time to time.

4. The said Property is to be used solely as a residence and without the prior express written consent of Grantee, the type, use, and density of the Property shall not be changed to any type, use, and density other than a single family residence or a single family residence with a separate residential unit above the garage and kitchen house area of the Property.

5. The Property shall not be subdivided, nor converted to any form of horizontal property regime, nor any portion less than all the Property be conveyed, nor shall any portion be subject to any form of interval or time share ownership. In no event shall the Property or any portion thereof be used as an Inn, Hotel, Bed and Breakfast, motel, or apartment house. In no event shall Grantors lease the Property for any form of transient occupancy, nor shall Grantors enter into a lease arrangement whereby the Property, or any portion thereof, is leased for a period of less than thirty (30) consecutive days. The Property currently exists as two (2) lots. In conjunction with the recording of this Easement, Grantor has abandoned the lot line between 59 Church Street and 57 Church Street making the Property one (1) lot. Notwithstanding the foregoing, the Property may be used as a single family residence or a single family residence with a separate residential unit above the garage and kitchen house area of the Property.

6. Without the prior express written consent of Grantee, no new above-ground

exterior utility, communication, transmission, or other similar lines, wires, or related equipment may be erected or installed hereafter on the Property; provided, however, Grantor may locate compressors for HVAC service on the roof of the main house, Garage Addition, hyphen and/or kitchen house subject to the approval of the Grantee, which approval shall not be unreasonably withheld.

7. Construction above or below ground level shall be permitted without prior written permission of the Grantee as to the gardens, grounds, or open space of the Property, including swimming pools, garden pools, whirlpool baths, fountains, walkways, driveways, brickwork and walls; provided, however, that Grantor shall provide notice to Grantee a reasonable time before commencement of any such construction, and shall allow Grantee access to the Property in order that Grantee might observe such construction and the preparation therefor and document any archaeological impacts thereof. Such observation and documentation shall not unreasonably delay or prevent such construction as permitted in this Paragraph 7.

8. The public shall be allowed access to the Property at reasonable times during the day for not less than five (5) days in each calendar year.

9. Grantee, in order to insure the effective enforcement of this Easement, shall have, and Grantor hereby grants to it, the following rights in addition to any other rights and remedies which are available to Grantee at law or in equity:

(a) Grantor agrees that the officers of Grantee and persons delegated by them, shall be permitted, at reasonable times, upon reasonable notice of not less than 48 hours, except in circumstances in which the Grantee has reason to believe that there is danger of irreparable damage being done, or about to be done, to the Property, to come upon the Property to inspect for possible violations of any of the covenants of this Easement.

(b) In the event the Grantee determines there is a violation of this Easement, after reasonable written notice to Grantor requesting the correction of any such violations and provided Grantor has failed to commence or continue satisfactory corrective action or work within thirty (30) calendar days following notice, the Grantee shall have (i) the right to institute legal proceedings to enjoin by ex parte, temporary and/or permanent injunction without the posting of a bond, to require the restoration of the Property to the condition required by this Easement, and to avail itself of all other legal and equitable remedies; and (ii) the right to enter upon the Property at a reasonable time and upon ten days' advance written notice to correct such violations and hold Grantor responsible for the costs thereof. If the Grantor provides Grantee prompt written notice that grantor disputes the alleged violation or the corrective action requested by Grantee and if the condition does not pose an immediate threat of significant additional harm, the Grantor and Grantee shall promptly mediate the dispute before legal proceedings are initiated, to attempt to reach a resolution.

(c) The Grantor, immediately upon written notice, agrees to reimburse the Grantee for all costs actually and reasonably incurred in connection with the enforcement and administration of the Grantee's rights hereunder, including reasonable attorney's fees and costs, if Grantor prevails in the litigation or mediation.

(d) The Grantee shall have the right to place a lien against the Property to secure the payment of any moneys owed to the Grantee under the provisions of this Easement and to foreclose such lien by judicial proceedings. If Grantee does not receive the transfer fee described in Paragraph 20 herein, Grantee shall have a continuing lien upon the Property as described in Paragraph 20 in the outstanding amount due until Grantee is paid in full. Any such liens of Grantee shall be subordinate to the lien of any valid mortgage of record placed on the Property, now or in the future.

(e) Grantor warrants and represents that no liens or mortgages encumber the Property, nor will any liens or encumbrances encumber the Property at the time of execution and recording of this Easement.

(f) Grantor, Grantor's heirs, successors and assigns agree to indemnify, hold harmless and defend the Grantee, its successors, assigns, agents, employees, independent contractors and representatives from and against all claims, costs and damages, including reasonable attorney's fees, caused by action or inaction of Grantor or successors in title to Grantor and arising out of or in any way relating to this grant of Easement and the rights, obligations and discretion granted hereunder, except for such claims, costs and damages arising by reason of the Grantee's breach of this Easement or by reason of the gross negligence or recklessness or willful or wanton actions of Grantee or Grantee's successors, assigns, agent, employees, independent contractors and representatives.

Grantor acknowledges in the event that Grantor violates this Easement, that such violation causes irreparable harm, Grantee has an inadequate remedy at law, and Grantee's rights and remedies are cumulative.

Notwithstanding any provision to the contrary contained herein, the remedies of Grantee and of Grantee's successors, assigns, agents, employees, independent contractors and representatives shall be solely against the then owner(s) of the Property at the time(s) that the notice of the uncured violation is given and any such remedy is sought to be enforced.

10. Grantor agrees, at its sole expense, to keep the Property insured against loss from perils commonly insured against under standard fire and extended coverage policies on a replacement cost basis in an amount sufficient to restore the Property fully to its condition prior to its being damaged or destroyed so that it is in compliance with the requirements of this Easement. Notwithstanding the foregoing, the amount of such replacement cost basis shall be as reasonably determined by the insurance company insuring the Property. Grantor shall deliver to Grantee satisfactory certificates of insurance within five (5) days of written request for same by Grantee. In the event Grantor breaches its covenants hereunder, Grantee shall have the right, but not the obligation, to obtain such insurance, the cost of which shall be the legal obligation of the Grantor. Except as provided in Paragraph 15, Grantee shall not claim an interest in any insurance proceeds provided reasonable written assurances are given that the Property shall be restored and repaired in accordance with the terms of this Easement or unless this Easement is terminated pursuant to the provisions of Paragraph 14.

11. Grantor agrees that Grantee may provide and maintain a plaque on the street facade of the Property, not to exceed six by eight inches in size, mounted flush on the front exterior of the house, giving notice of the grant of this Easement.

12. Grantor agrees not to obstruct the substantial and regular opportunity of the general public to view the exterior architectural features of the Property from adjacent publicly accessible areas. Provided, however, Grantor may cover the driveway gate lattice work by screening or otherwise. Upon the request of the Grantee, Grantor shall elect either to make the Property accessible for study by educational, architectural or historical groups at least five (5) days per year or to provide suitable photographs of significant features of the Property not visible from publicly accessible areas. Such five (5) day period shall be concurrent with the five (5) day public access provided for in Paragraph 8. Any photographs of private areas shall be approved by Grantor before being displayed publicly.

13. Although this Easement will benefit the public in ways recited above, nothing herein shall be construed to convey a right to the public, for access or use of the Property by the public, and the Grantor, their heirs, successors or assigns, shall retain exclusive right of access and use, subject only to the provisions of this Easement.

14. Grantor and Grantee hereby recognize that subsequent unexpected changes in the conditions surrounding the Property may make impossible the continued ownership or use of the Property for preservation and conservation purposes and may necessitate extinguishment of the Easement. Such a change in conditions generally includes, but is not limited to, destruction to such an extent that repair or reconstruction is impracticable or impossible. Such an extinguishment must comply with the following requirements:

(a) The extinguishment must be the result of a final judicial proceeding;

(b) Grantee shall be entitled to share in the net proceeds resulting from the extinguishment in an amount equal to the percentage that the value of the Easement bears to the value of the Property as a whole at the date of donation of the Easement;

(c) Grantee agrees to apply all of the net proceeds it receives for such extinguishment to the preservation and conservation of other buildings, structures or sites having historical, architectural, cultural, or aesthetic value and significance to the City and environs of Charleston, South Carolina; or

(d) Net proceeds shall include, without limitation, insurance proceeds, condemnation proceeds or awards, proceeds from a sale in lieu of condemnation, and proceeds from the sale, lease, or exchange by Grantor of any portion of the Property after the extinguishment.

15. Grantee agrees within twenty (20) days after Grantor's written request to execute, acknowledge and deliver to Grantor a written instrument stating that Grantor is in full compliance with the terms of this Easement, or if Grantor is not in compliance, stating the nature of such noncompliance and the steps necessary to correct such noncompliance.

16. Grantee agrees that it will hold this Easement "exclusively for conservation purposes" as that term is defined in the Internal Revenue Code of 1986 and the implementing Treasury regulations as they may be amended from time to time. Subject to the foregoing, Grantee reserves the right to delegate all or part of its responsibilities hereunder to other non-profit organizations if the Grantee determines that such delegation furthers the public purposes of this Easement.

17. Unless specified otherwise, for any activity on the Property which requires notice and/or approval of the Grantee and upon exercise by Grantor of any of Grantor's reserved rights pursuant to Paragraph 2 of this Easement which do not require approval of Grantee, Grantor agrees to notify Grantee in writing of Grantor's proposed activity not less than thirty (30) days prior to the proposed beginning of the activity on the Property. The notice shall describe the nature, scope, location, timetable, and other material aspect of the proposed activity in sufficient detail to permit Grantee to evaluate the activity, to determine whether the proposed activity is consistent with the conservation purpose of this Easement and following such a determination to accept or reject the proposal (in those instances in which Grantee has a power of approval) and to monitor the activity, if approved. Failure either to secure approval when Grantee's approval is required or to give notice as may be required under this Easement shall be a material breach of this Easement and shall entitle Grantee to such remedies as may be available herein.

18. Grantor agrees that if Grantor enters a contract for the sale, transfer, or conveyance of all or any portion of the Property, Grantor shall insert in the contract written notice of this Easement and the transfer fee described in Paragraph 19 due upon closing. Grantor agrees to require that the closing statement for any sale, transfer, or conveyance include payment by the purchaser or transferee of the transfer fee from the closing. Further, Grantor shall include in any deed of conveyance of the Property or any interest therein specific reference to this easement as an encumbrance in perpetuity upon the Property.

Grantor agrees that Grantor shall not sell convey, or transfer title to the Property, in whole or in part, without notifying Grantee in writing of the (i) name(s) of the record owners of title and their mailing addresses, (ii) the date of the sale, conveyance, or transfer, and (iii) the amount of the sales price as determined in accordance with Paragraph 19 herein (hereinafter the "Transfer Notice"). Grantor shall furnish Grantee a copy of the HUD 1 closing statement with the Transfer Notice.

Grantor shall provide Grantee the Transfer Notice within 30 days of the sale, transfer, or conveyance of the property or any portion thereof.

19. Except as to the sale of the Property by the Grantee herein or by any subsidiary of the Grantee, and except as otherwise provided herein, there shall be assessed by the Grantee and collected from the purchaser of the Property, or any portion thereof, subject to this easement, a transfer fee equal to twenty-five one-hundredths of one percent (0.25%) of the sales price of such property, or any portion thereof, which transfer fee shall be paid to the Grantee from the closing proceeds and used by the Grantee for the monitoring and enforcing the easements of Grantee, and for other purposes in furtherance of its overall charitable mission of protecting and preserving historic structures and historic districts. This fee may be, but is not required to be, deposited in a separate account designated for these monitoring and enforcement purposes. The

transfer fee shall not be imposed to inter-spousal transfers, transfers by gift, transfers between parents and children, transfers between grandparents and grandchildren, transfers between siblings, transfers between a corporation and any shareholder in the same corporation who owns ten percent (10%) or more of the stock in such corporation and transfers between a limited liability company or a general or limited partnership and any member who owns more than ten percent (10%) of such limited liability company or general or limited partnership, transfers by will, bequest, intestate succession, transfers to or from a trust, transfers resulting from a foreclosure action by a party other than the Grantee, or transfers to or from the Grantee (each of the foregoing hereinafter referred to as an "Exempt Transfer"). In the event of non-payment of such transfer fee, the amount due shall bear interest at the rate of 12% (twelve percent) *per annum* from the date of such transfer, shall, together with accrued interest, constitute a lien on the real property, or any portion thereof, subject to this easement and shall be subject to foreclosure by the Grantee. In the event that the Grantee is required to foreclose on its lien for the collection of the transfer fee, and/or interest thereon, provided for herein, the Grantee shall be entitled to recover all litigation costs and attorneys' fees incurred in such foreclosure, which litigation costs and attorneys' fees shall be included as part of the lien and recoverable out of the proceeds of the foreclosure sale. The Grantee may require the purchaser and/or seller to provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, copies of deeds, affidavits or such other evidence, and such purchaser shall be obligated to provide such information within forty-eight (48) hours after receipt of written request for such information from the Grantee.

20. Any forbearance by Grantee 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 of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

21. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including, without limitation, the maintenance of any insurance coverage.

22. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement; provided that no amendment shall be allowed that would adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Section 170 (h) of the Internal Revenue Code of 1986, as amended, or the laws of the State of South Carolina. Any such amendment shall be consistent with the purpose of this Easement, shall not affect its perpetual duration, and shall not permit any impairment of the significant conservation, historic, and architectural values of the Property. Any such amendment shall be recorded in the RMC Office of Charleston County, South Carolina. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment.

23. The benefits of this Easement shall be appurtenant and shall be assignable by the Grantee; provided however, that as a condition of any assignment, the Grantee shall require that

the purpose of this Easement continues to be carried out, and the assignee, at the time of assignment, qualifies under Section 170 (h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under the law of the State of South Carolina as an eligible donee to receive this Easement directly.

24. Grantor agrees to incorporate by reference the terms of this Easement into any deed or other legal instrument by which Grantor transfers any interest in all or a portion of the Property, including, without limitation, a leasehold interest. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

25. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served by overnight carrier or sent by certified mail, return receipt requested and addressed as follows:

To Grantor: Church Street Historic Foundation, Inc.  
59 Church Street  
Charleston, SC 29401

To Grantee: Historic Charleston Foundation  
40 East Bay Street  
Charleston SC 29401

or other such address as any of the above persons from time to time shall designate by written notice to the others. Notice shall be effective, as the case may be, on the day following the day on which the notice is presented to the overnight carrier or three (3) days after the notice is deposited with the U.S. Postal Service for delivery by certified mail, postage prepaid, return receipt requested (or the then existing equivalent of such mail).

26. Grantee shall record this instrument in timely fashion in the RMC Office of Charleston County, South Carolina and may rerecord it at any time.

27. Grantor and Grantee intend that this Easement shall be construed liberally to further the public purpose of preserving the historic, cultural, scenic and aesthetic character of the Property and the historic district in which the Property is located. In the event of any ambiguity in the terms of this Easement, said ambiguity shall be resolved by a liberal construction of the language of the grant in favor of Grantee to affect the purpose of this Easement and the policy and purposes of the Grantee. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement which would render the provision valid shall be favored over any interpretation that would render it invalid.

28. The following general provisions shall apply:

(a) The interpretation and performance of this Easement shall be governed by the laws of the State of South Carolina.

(b) 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.

(c) 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 permitted assigns, and specifically, without limitation, and to owners of the Property subsequent to the Grantor, and shall run with the title and continue as a servitude running in perpetuity with the Property.

29. No Extinguishment Through Merger. This easement shall not be extinguished, either in whole or in part, through the doctrine of merger, and at any time that Grantee or any agent or subsidiary entity of Grantee shall own the fee title to the Property and shall hold this easement Grantee shall be bound by the charitable conservation purposes imposed upon the Property by this easement. Any instrument of assignment of this easement or of the Property, or of any rights therein, shall refer to the provisions of this paragraph and shall contain language suitable to confirm and re-impose the conservation purpose of this easement to the extent necessary to continue it in full force and effect.

TO HAVE AND TO HOLD, all and singular, this grant of Easement over the Property, unto said Historic Charleston Foundation, its successors and assigns, forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their hands or their duly authorized representatives and officers this 15<sup>th</sup> day of August, 2017.

*Signatures on next page*

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Stephen Lich  
Danica Johnson

Stephen Lich  
Danica Johnson

GRANTOR:

CHURCH STREET HISTORIC  
FOUNDATION, INC.

By: S. J. James  
Its: President

GRANTEE:

HISTORIC CHARLESTON FOUNDATION

By: Fatheranne J. Johnson  
Its: President & CEO

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Church Street Historic Foundation, Inc., as Grantor, (by its authorized officials) sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness named above, witnessed the execution thereof.

Howard L. Jr.

SWORN to before me this 15<sup>th</sup> day of  
August, 2017.

David Swanson  
Notary Public for South Carolina  
Print Name: David Swanson  
My commission Expires: 10/25/18

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Historic Charleston Foundation, as Grantee, by its authorized officer(s), sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness named above, witnessed the execution thereof.

~~Mr. Hyatt~~

SWORN to before me this 15<sup>th</sup> day of  
August, 2017.

*David M. Searso*  
Notary Public for South Carolina  
Print Name: *David M. Searso*  
My commission Expires: *10/20/20*

**EXHIBIT "A"**

**Description of Property**

ALL that certain tract or parcel of land containing 14,554 square feet or 0.33 acres, more or less, and shown and designated within the letters A-B-C-D-E-F-G-H-I-J-K-L-M-N-O-A on that certain plat by Charles F. Dawley, Jr., RLS, of Dawley Surveying Company LLC, dated March 5, 2015, last revised July 20, 2017, entitled "PLAT SHOWING A PROPERTY LINE ADJUSTMENT AT #57 AND #59 CHURCH STREET, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA PREPARED FOR CHURCH STREET HISTORIC FOUNDATION, INC.", which Plat is recorded in the RMC Office for Charleston County in Book S17, at Page 0195.

THIS BEING the same property conveyed to Church Street Historic Foundation, Inc. by deed of Gay S. Huffman dated February 19, 1960, and recorded February 25, 1960, in Book F70, at Page 311 in the RMC Office for Charleston County, South Carolina.

TMS No.: 458-13-01-019

**AND**

ALL that lot of land, with the buildings thereon, known as #59 Church Street, situate, lying and being on the west side of Church Street, in the City and County of Charleston, State of South Carolina, next adjoining the First Baptist Church on the south, and being more particularly described as follows:

BEGINNING at a point on the west side of Church Street, which point is determined by the intersection of the western boundary line of the said street and the division line between #59 Church Street and #57 Church Street; thence along the west side of Church Street in a northerly direction a distance of fifty-eight (58') feet to the north face of a brick pillar of the Baptist Church Yard, thence south 87 degrees, no minutes west along the eavesdrop line and north wall of the building of No. 59 Church Street, 121 feet 6 inches to a point; thence south 3 degrees 30 minutes east 59 feet 8 inches to a point; thence north 86 degrees 30 minutes east 121 feet 6 inches to the point of beginning; as shown by the lot plan of No. 59 Church Street, Charleston, SC, drawn by Richard C. Rhett, Surveyor, dated July 8, 1929, with additions thereto dated July 29, 1929.

THIS BEING the same property conveyed to Church Street Historic Foundation, Inc. by deed of Gay S. Huffman dated February 19, 1960, and recorded February 25, 1960, in Book F70, at Page 311 in the RMC Office for Charleston County, South Carolina.

TMS No.: 458-13-01-019

ALSO

ALL that lot of land known as #57 Church Street, situate, lying and being on the west side of Church Street, in the City of Charleston, County of Charleston, State of South Carolina, and having the following boundings and measurements, to-wit:

North: Partly on land of the First Baptist Church and partly on land of me, the said Gay Staats Huffman, and hereinabove described.

East: On Church Street.

South: On land formerly of James Robertson, and now or late of Morrison.

West: On lands now or formerly of J. Gardiner Gordon.

MEASURING AND CONTAINING in front on the East on Church Street, forty-one feet eleven inches (41' 11"); on the West forty-one (41') feet; on the South one hundred seventy-nine feet, eight inches (179' 8"); and on the North one hundred eighty-two feet (182'), be the said dimensions a little more or less.

THE said lot hereby conveyed being more particularly shown on a plat of Number 57 Church Street, Charleston, South Carolina, surveyed November, 1954, by The John McCrady Co., Engineers, and recorded in the Office of the RMC for Charleston County, SC, in Plat Book K, at Page 21.

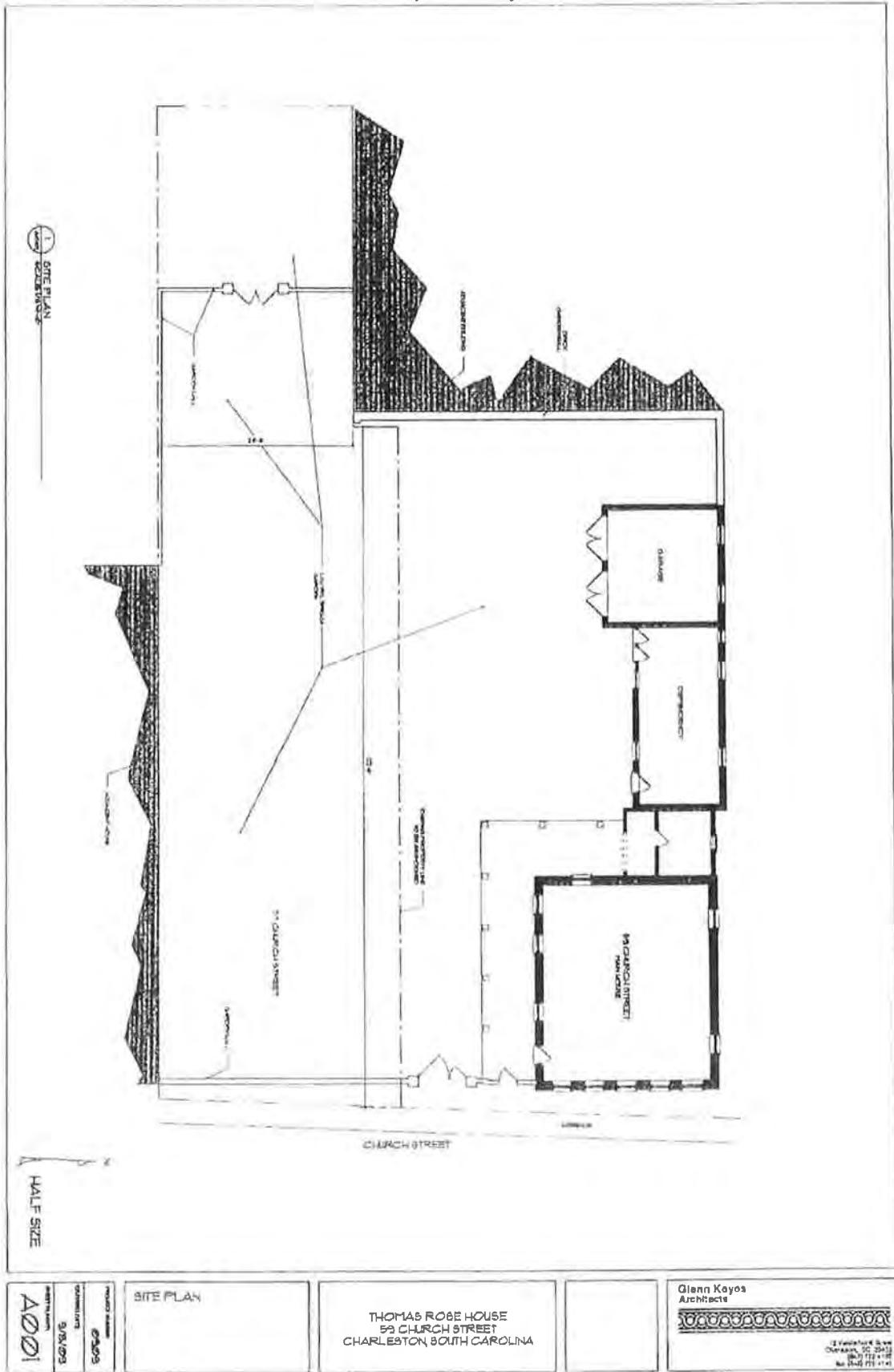
THIS BEING the same property conveyed to Church Street Historic Foundation, Inc. by deed of Gay S. Huffman dated February 19, 1960, and recorded February 25, 1960, in Book F70, at Page 311 in the RMC Office for Charleston County, South Carolina.

TMS No.: 458-13-01-020

**EXHIBIT "B"**

**South Elevation Drawing by Glenn Keyes**

EXHIBIT "B"  
South Elevation Drawing  
by Glenn Keyes



**EXHIBIT "C"**

**Photographs and Drawings**

Photographs and drawings of the Property are on file at the offices of the Grantee and are incorporated herein by reference and made a part of this Easement as fully and to the same extent as if physically annexed to this Easement.

EXHIBIT "D"

Protected Interior Features



### Interior Feature List for 59 Church St

#### **First Floor:**

##### Library

Floor and floor plan only

##### Sitting Room

Floors

Paneling

Crown molding

Fireplace and mantle

Windows and surrounds

Doors and surrounds (hardware is not original, doors to piazza and library are not historic)

China cabinet

##### Dining Room

Floors

Paneling

Crown molding

Fireplace and mantle

Windows and surrounds

China cabinet (surrounds only)

##### First Floor Hall (section toward kitchen)

Floors

Arched doorway and surround

Crown molding

Doors and surrounds

##### Kitchen/Laundry

Beehive Oven

Firebox (includes chimney above)

#### **Second Floor:**

##### Drawing Room

Paneling

Crown molding

Fireplace and mantle (protected but not original to house)

Door and surround

Windows and surrounds  
China cabinet  
(original floors may be underneath the existing floors)

Bedroom

Floors  
Paneling  
Crown molding  
Fireplace and mantle  
Doors and surrounds  
Windows and surrounds

**Third Floor:**

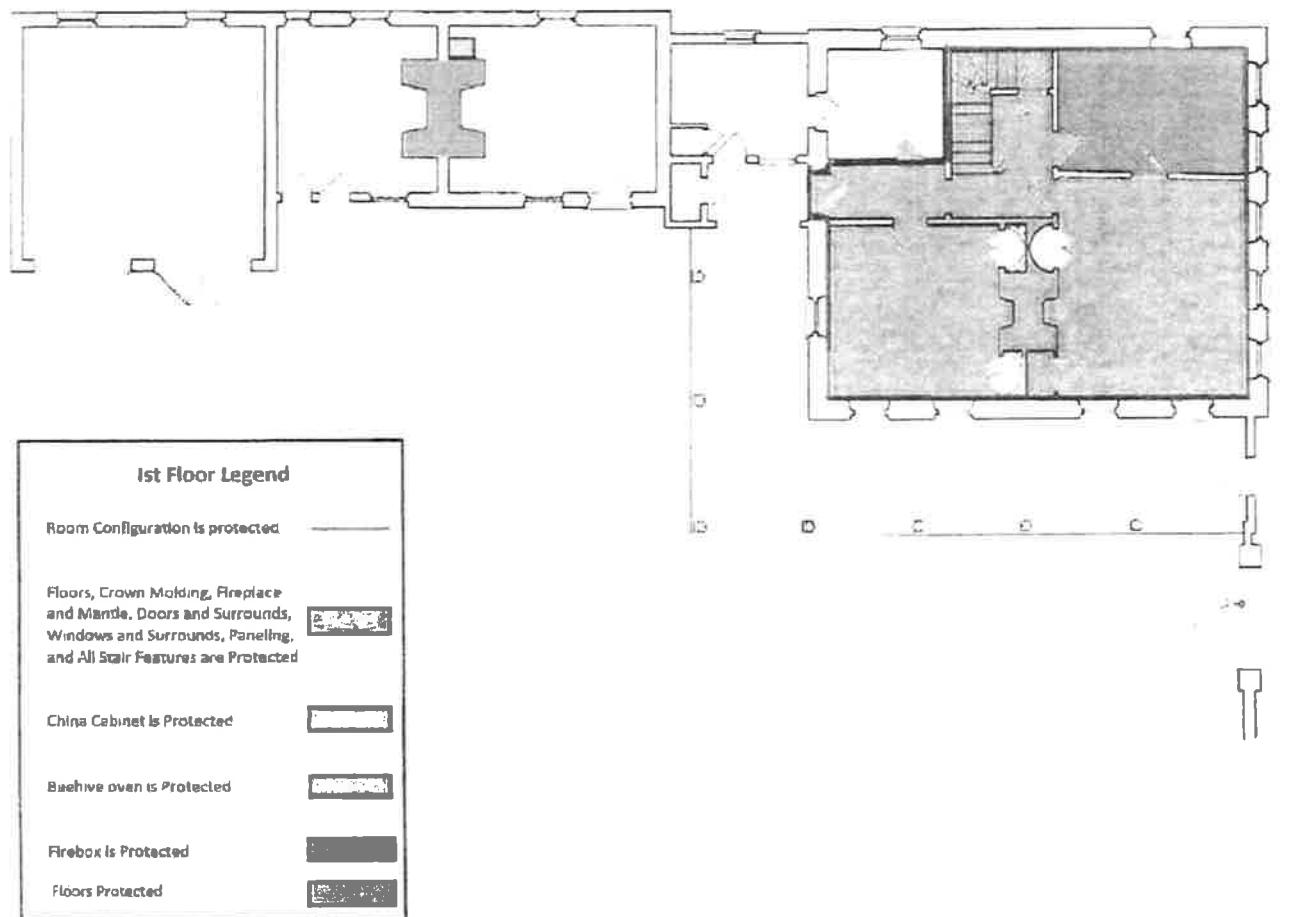
Floors throughout entire third floor  
Doors and surrounds in hall

**Stairs and Stair Halls (floors 1-3)**

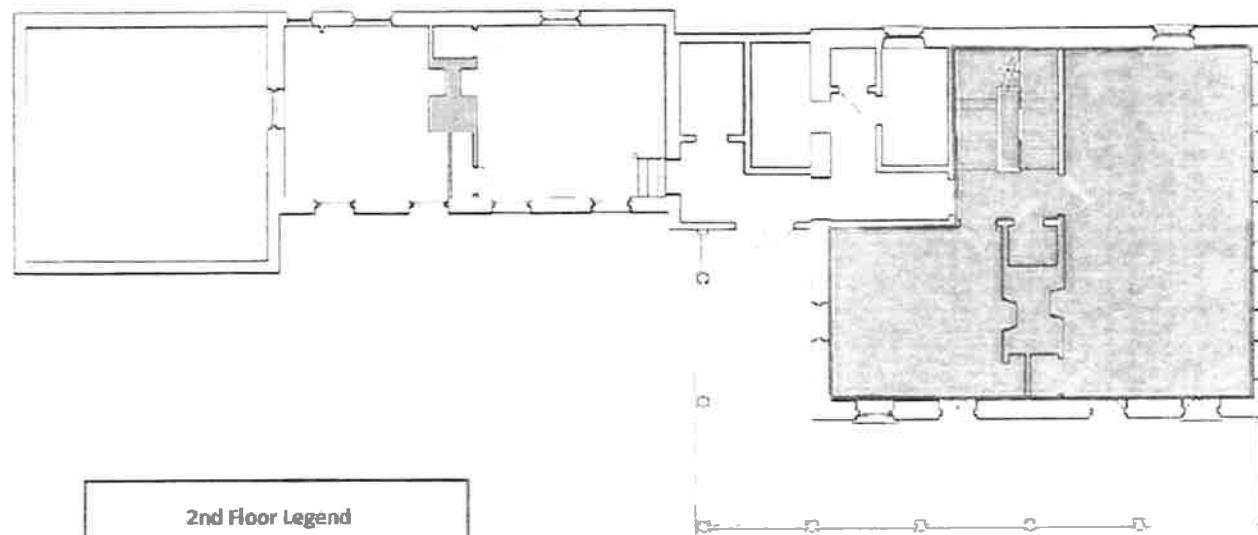
Floors  
Stairs: treads, risers, stringer ornament (carved scroll brackets at each stair) rails, newels, and spindles  
Paneling and chair rail  
Hall baseboards  
Ceilings  
Doors and surrounds  
Windows and surrounds

EXHIBIT "D" PROTECTED  
INTERIOR FEATURES

**59 Church Street**  
**Interior Easment Protection Key**



59 Church Street  
Interior Easement Protection Key



59 Church Street  
Interior Easement Protection Key

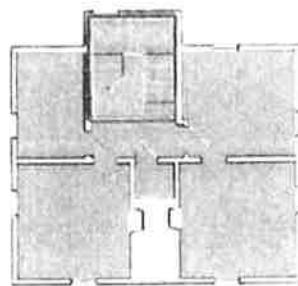
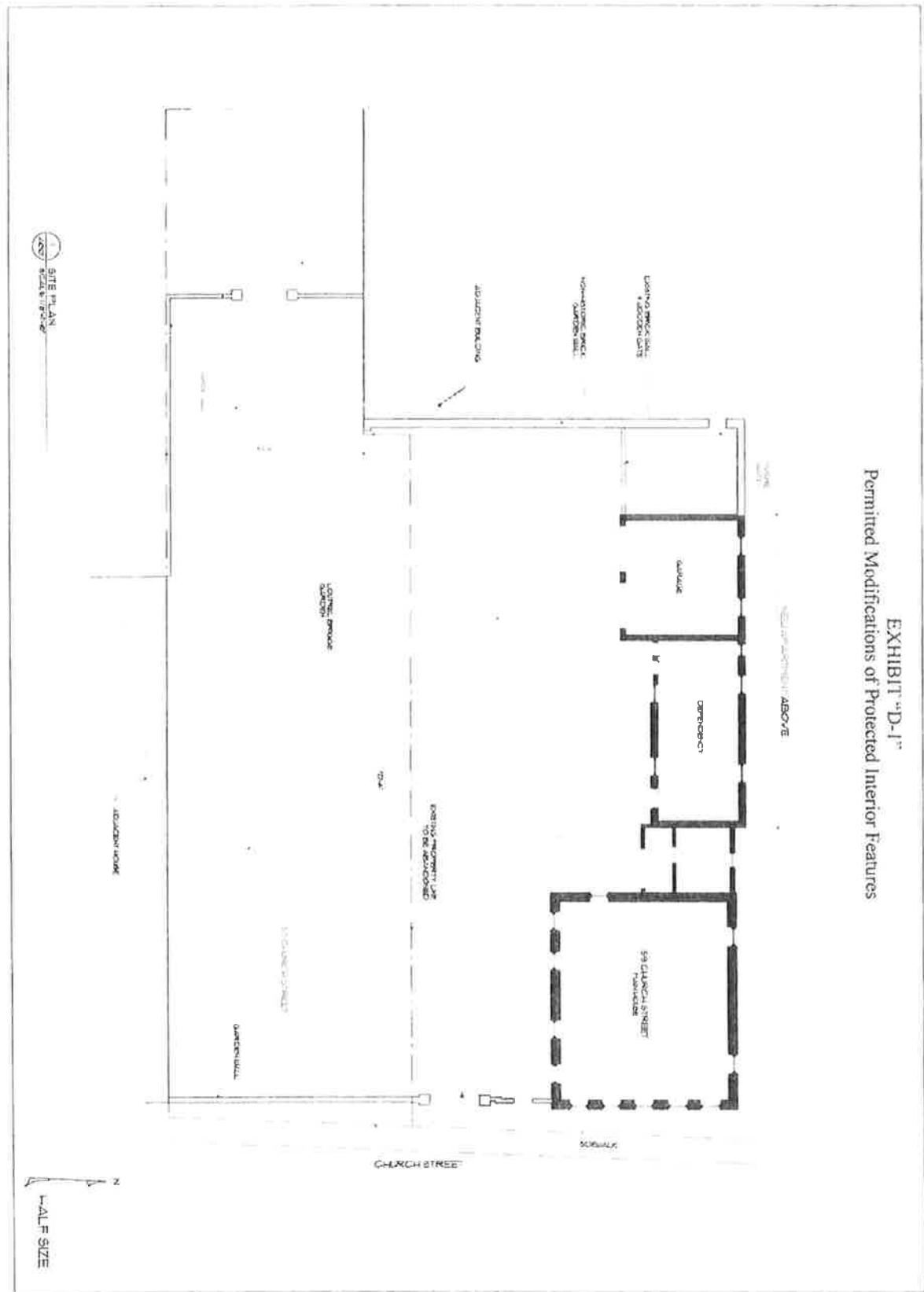


EXHIBIT "D-1"

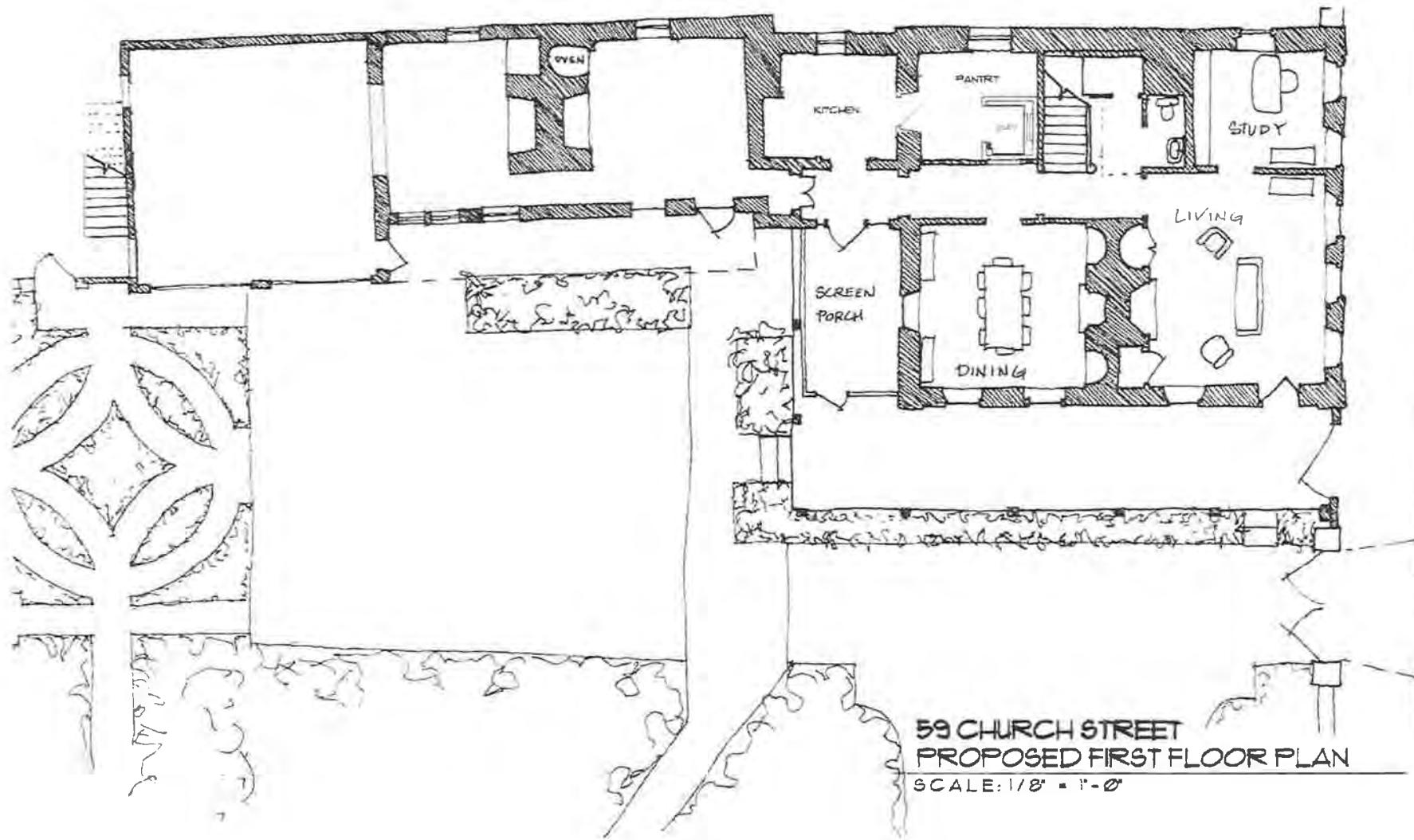
Permitted Modifications to Protected Interior Features

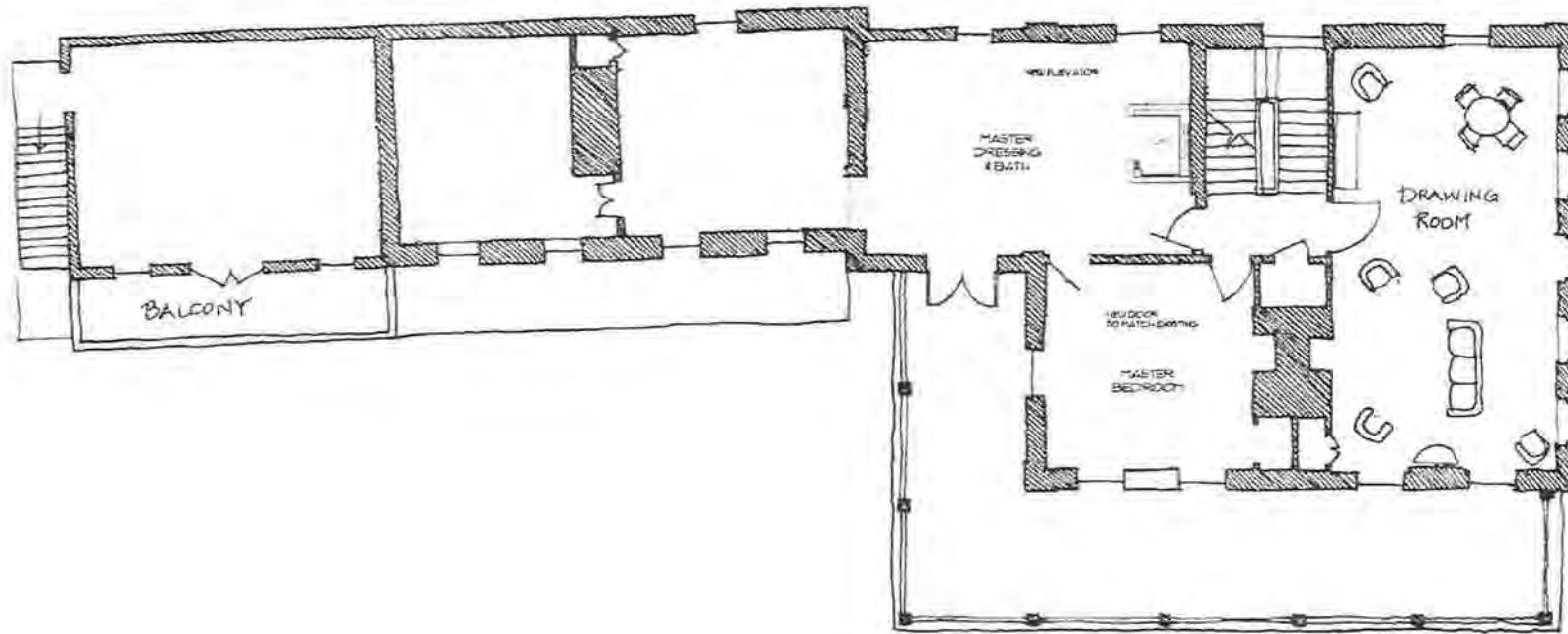
**EXHIBIT "D-1"**  
**Permitted Modifications of Protected Interior Features**

## Permitted Modifications of Protected Interior Features



	<b>SITE PLAN</b>	<b>THOMAS ROSE HOUSE</b> <b>59 CHURCH STREET</b> <b>CHARLESTON SOUTH CAROLINA</b>		<b>Jenn Keyes</b> <b>Architects</b>
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59 CHURCH STREET  
PROPOSED SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"