

CYNTHIA B FORTE
BERKELEY COUNTY
REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

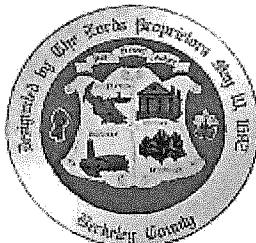
*** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE ***



Instrument #: 2018027624
Receipt Number: 101706 Return To: PFLUG LAW FIRM LLC
Recorded As: AMENDMENT PO BOX 801
Recorded On: August 14, 2018 MOUNT PLEASANT, SC, 29465-0801
Recorded At: 01:58:09 PM Received From: PFLUG LAW FIRM LLC
Recorded By: SAMANTHA EVANS Parties:
Book/Page: RB 2818: 795 - 802 Direct- GILBERT, GAIL A
Total Pages: 8 Indirect- HISTORIC CHARLESTON FOUNDATION

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$13.00
Tax Charge: \$0.00



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

PLEASE CROSS REFERENCE TO: Deed of Easements by and between S. Parker Gilbert and Historic Charleston Foundation, dated September 12, 1988, and recorded on September 27, 1988, in the Office of the Register of Deeds for Berkeley County, South Carolina, in **Book A-775 at Page 157**.

[SPACE ABOVE RESERVED FOR RECORDING OFFICE]

STATE OF SOUTH CAROLINA)
)
) FIRST AMENDMENT TO
COUNTY OF BERKELEY) DEED OF EASEMENTS
)
) **(Book A-775, Page 157)**

THIS FIRST AMENDMENT TO DEED OF EASEMENTS (this "*Amendment*") is made as of the 14 day of August, 2018 (the "*Effective Date*"), by and between GAIL A. GILBERT ("*Mrs. Gilbert*"), a natural person and resident of the State of New York, and HISTORIC CHARLESTON FOUNDATION ("*HCF*"), a South Carolina nonprofit corporation. Mrs. Gilbert and HCF being collectively referred to herein as the "*Parties*," and each of the Parties being individually referred to herein as a "*Party*." All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to them in the 1988 Deed (as defined herein).

RECITALS:

WHEREAS, S. Parker Gilbert, also known as Seymour Gilbert, and also known as Seymour Parker Gilbert ("*Mr. Gilbert*"), and HCF heretofore entered into that certain "*Deed of Easements*" dated September 12, 1988, and recorded on September 27, 1988, in the Office of the Register of Deeds for Berkeley County, South Carolina (the "*ROD Office*"), in **Book A-775 at Page 157** (the "*1988 Deed*"), which 1988 Deed, among other things, placed certain easements, covenants and restrictions on the Property (as defined and more particularly described in the Deed), which Property is located in the County of Berkeley, State of South Carolina, all as more particularly set forth and described therein; and

WHEREAS, Mr. Gilbert later died testate on May 27, 2015, and the probate of his Estate was administered in the Probate Court for Berkeley County, South Carolina, in Case/File No. 2015-ES-08-821; and

WHEREAS, pursuant to Mr. Gilbert's Last Will and Testament and the Codicils thereto (which are all filed of record in said Probate Court in Case/File No. 2015-ES-08-821), the Property was devised and conveyed to Mrs. Gilbert, as evidenced by that certain Deed of Distribution from the Estate of Mr. Gilbert to Mrs. Gilbert dated October 5, 2016, and recorded in said ROD Office on November 4, 2016, in Book 2317 at Page 656, and Mrs. Gilbert is now the current sole owner of the Property; and

WHEREAS, the Parties now wish to modify and amend the 1988 Deed as hereinafter set forth.

NOW, THEREFORE, in consideration of and in reliance upon the above Recitals, which are acknowledged to be accurate and are incorporated herein, the terms, covenants and conditions contained

in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **MODIFICATIONS AND AMENDMENTS TO 1988 DEED.** The 1988 Deed is hereby modified and amended as follows:

(a) **SECTION XVI.** Section XVI of the 1988 Deed is hereby deleted in its entirety and replaced with the following:

“The foregoing to the contrary notwithstanding, if Grantor or any future owner of the Property desires to sell both the Property and South Mulberry Plantation (as defined herein), together, in a single transaction, and if Grantor or any future owner of the Property receives an offer to purchase, which is acceptable to Grantor or such future owner, from a third party purchaser to purchase both the Property and South Mulberry Plantation, together, in a single transaction, then the Right of First Refusal granted to Grantee by this Section XVI (the “ROFR”) shall not apply to any such sale and Grantor or, as the case may be, such future owner of the Property shall be free to sell and convey both (but only both) the Property and South Mulberry Plantation, together, in a single transaction, to such third party purchaser in accordance with such third party purchaser’s offer; provided, however, the ROFR granted to Grantee by this Section XVI shall be a continuing ROFR as to (but only as to) the Property and shall apply to any and all subsequent proposed sales of solely the Property by Grantor or any subsequent owner of the Property, and any waiver of its ROFR by Grantee shall only apply to a particular proposed sale of solely the Property and shall not terminate Grantee’s ROFR under this Section XVI as to any subsequent proposed sale of only the Property by Grantor or, as the case may be, by any subsequent owner of the Property. Notwithstanding the foregoing or anything else herein to the contrary, the ROFR granted to Grantee by this Section XVI shall not apply to South Mulberry Plantation and Grantee shall have no right of first refusal, option to purchase or any other right to purchase South Mulberry Plantation. Upon the closing any such sale and conveyance of both the Property and South Mulberry Plantation, together, in a single transaction, the new owner thereof shall promptly provide written notice of such sale to Grantee so that Grantee may update its records, which notice shall include the name and address of the new owner and the date of such sale and conveyance.

As used herein, the term “South Mulberry Plantation” shall mean and refer to that certain real property commonly known as “*South Mulberry Plantation*” and located in the County of Berkeley, State of South Carolina, as more particularly described on Exhibit D attached hereto and incorporated herein by reference.”

(b) **NEW EXHIBIT D.** The 1988 Deed is hereby modified and amended by adding Exhibit D attached to this Amendment as Exhibit D to the 1988 Deed. Said Exhibit D is hereby incorporated into and made a part of the 1988 Deed.

2. **MISCELLANEOUS.**

(a) **CONFLICT BETWEEN DOCUMENTS.** In the event that there is any inconsistency or conflict between the terms, provisions and conditions of this Amendment and the terms,

provisions and conditions of the 1988 Deed, then the terms, provisions and conditions of this Amendment will control.

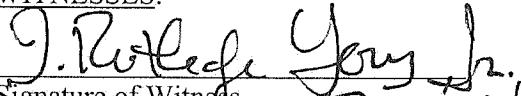
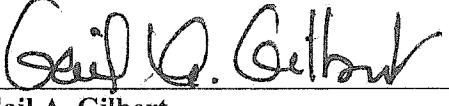
- (b) **FULL FORCE AND EFFECT.** Except as specifically modified and amended by this Amendment, the 1988 Deed shall continue in full force and effect in accordance with its terms.
- (c) **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. The signing of this Amendment at different times and places by the Parties will not affect the validity of this Amendment.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO FIRST AMENDMENT TO DEED OF EASEMENTS]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed under seal as of the Effective Date first above written.

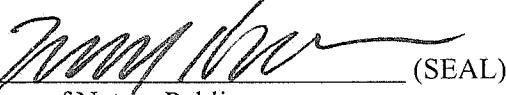
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESSES:	
	
Signature of Witness	(SEAL)
Print Name of Witness: <u>J. Rulledge Young Jr.</u>	Gail A. Gilbert
	
Signature of Witness	
Print Name of Witness: <u>Lebanon Kawamura</u>	

STATE OF Massachusetts)
COUNTY OF Charlton)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 14 day of August, 2018, by **Gail A. Gilbert**.


Signature of Notary Public

Print Name of Notary Public: Lebanon Kawamura

Notary Public for 18

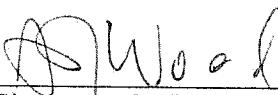
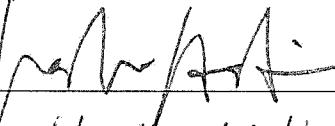
My Commission expires: 5/14/19

[AFFIX NOTARY SEAL]

[SIGNATURE PAGE TO FIRST AMENDMENT TO DEED OF EASEMENTS]

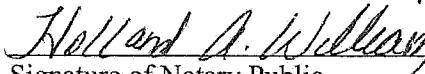
IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed under seal as of the Effective Date first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

<u>WITNESSES:</u>	<u>HISTORIC CHARLESTON FOUNDATION, a South Carolina nonprofit corporation</u>
 Signature of Witness Print Name of Witness: <u>April Wood</u>	By:  (SEAL) Name: <u>Winslow W. Hastie</u> Title: <u>President & CEO</u>
 Signature of Witness Print Name of Witness: <u>Katherine S. Pemberton</u>	

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 01 day of August, 2018, by
Winslow Hastie as President & CEO of
HISTORIC CHARLESTON FOUNDATION, a South Carolina nonprofit corporation, on behalf of the
nonprofit corporation.


(SEAL)
Signature of Notary Public

Name of Notary Public: Holland A. Williams

Notary Public for South Carolina

My Commission expires: 09.07.27

[AFFIX NOTARY SEAL]

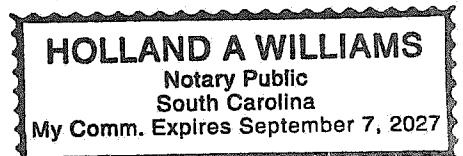


EXHIBIT D

LEGAL DESCRIPTION OF SOUTH MULBERRY PLANTATION

ALL that certain piece, parcel of tract of land, together with the buildings and improvements thereon, a portion of South Mulberry Plantation, situate, lying and being in Tax District #5 (formerly First St. Johns Tax District), Berkeley County, South Carolina, MEASURING AND CONTAINING Six Hundred Seventy-five and eight tenths (675.8) acres of high land and Two Hundred Twenty-five (225) acres of Old Rice Fields with metes and bounds, courses, distances, content and delineations as follows, to wit:

Commencing at a point, designated as A on plat hereinafter referred to, adjacent to the right-of-way of SC Highway 8-791,

thence S. $88^{\circ} 32'$ E. 40.09 chains along lands of North Mulberry Plantation to a point located by a conc. mon. marked B on said plat hereinafter referred to;

thence N. $56^{\circ} 28'$ E. a distance of 38.66 chains along lands of North Mulberry Plantation to a point located by a conc. mon. marked C on plat hereinafter referred to;

thence S. $88^{\circ} 32'$ E. a distance of 36.59 chains along lands of North Mulberry Plantation to a point located by a pine;

thence N. $86^{\circ} 15'$ E. 20 chains, more or less, along lands of Mulberry Plantation to a point;

thence N. $89^{\circ} 00'$ E. a distance of 21.20 chains along lands of North Mulberry Plantation to a point;

thence N. $89^{\circ} 45'$ E. a distance of 49.47 chains along lands of North Mulberry Plantation to a point, located by a stone and marked D on plat hereinafter referred to, on the West bank of the Cooper River;

thence in a generally South-southeasterly direction along the meanders of the Cooper River (high water mark being the line) to a point;

thence the converse of S. $84^{\circ} 05'$ E. a distance of 46.0, more or less, chains along Tract B on plat hereinafter referred to, to a point located by an iron N;

thence a continuation of the converse of S. $84^{\circ} 05'$ E. a distance of 94.88 chains along land of Tract B on said plat to a point located by an iron N;

thence the converse of S. $87^{\circ} 55'$ E. a distance of 97.24 chains along lands of Tract B on said plat hereinafter referred to, to a point located by an iron N in the edge of SC Highway 8-791;

thence N. $3^{\circ} 30'$ E. a distance of 23.64 chains to the point of BEGINNING.

Said tract of land is shown with more particularly on a map of a division of Mulberry Plantation property by Samuel M. Harper, R.L.S., dated February 5, 1975, being shown thereon as Tract A. Said plat is recorded in the Office of the Register of Deeds for Berkeley County, South Carolina, in Plat Book V, at page 147, and by this reference is made a part and parcel of this description.

ALSO

A perpetual, transmissible, assignable, non-exclusive easement appurtenant over the road shown on said plat traversing Tract B for the purposes of ingress and egress to and from South Carolina Highway 5-8-50 and the Property shown as Tract A on said plat, said road to be used jointly with the owners of Tract B and being the same easement reserved in the deed from George R. Herrin and Terry H. Andrews to P. O. Mead, III, et al recorded in Book A-294, Page 105 and dated July 1, 1975.

DERIVATION: BEING all of the same property conveyed to S. Parker Gilbert and Gail A. Gilbert, as joint tenants (not as tenants in common) with rights of survivorship, by deed of George R. Herrin, dated November 7, 1991, and recorded on November 7, 1991, in the Office of the Register of Deeds for Berkeley County, South Carolina, in Book 9 at Page 240. Said S. Parker Gilbert (also known as Seymour Gilbert, and also known as Seymour Parker Gilbert) died on May 27, 2015, as evidenced by that certain Certificate of Death for said decedent recorded on November 2, 2015, in said Office in Book 2049 at Page 221.

TAX MAP PARCEL #: 181-00-02-066