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 #: 2020027015

Receipt Number: 173234

Recorded As: AMENDMENT

Recorded On: July 22, 2020

Recorded At: 02:34:27 PM

Recorded By: HELEN SEXTON

Book/Page: RB 3435: 729 - 735

Total Pages: 7

Return To: LORD BERKELEY CONSERVATION TRUST
136 E RAILROAD AVE
MONCKS CORNER, SC, 29461

Received From: LORD BERKELEY CONSERVATION TRUST

Parties:

Direct- 1904 MULBERRY LLC

Indirect- LORD BERKELEY CONSERVATION TRUST

***** EXAMINED AND CHARGED AS FOLLOWS *****

Recording Fee: $25.00

Tax Charge: $0.00

Cynthia B. Forte

Cynthia B Forte - Register of Deeds

PLEASE CROSS REFERENCE TO: Deed of Conservation Easement for South Mulberry Plantation by S. Parker Gilbert and Gail A. Gilbert, in favor of The Lord Berkeley Conservation Trust, dated November 29, 1996, and recorded on December 3, 1996, in the Office of the Register of Deeds for Berkeley County, South Carolina, in **Book 973 at Page 175**.

Doc: 202002701S
Total Pages: 7

[SPACE ABOVE RESERVED FOR RECORDING OFFICE]

STATE OF SOUTH CAROLINA	)	
	)	FIRST AMENDMENT TO
	)	DEED OF CONSERVATION EASEMENT
COUNTY OF BERKELEY	)	**(Book 973, Page 175)**

THIS FIRST AMENDMENT TO DEED OF CONSERVATION EASEMENT (this "***Amendment***") is made as of the 23 day of June, 2020 (the "***Effective Date***"), by and between 1904 Mulberry, LLC ("***1904***"), a South Carolina limited liability company, and The Lord Berkeley Conservation Trust ("***LBCT***"), a South Carolina nonprofit corporation. 1904 and LBCT 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 1996 Deed (as defined herein).

RECITALS:

WHEREAS, S. Parker Gilbert ("***Mr. Gilbert***") and Gail A. Gilbert ("***Mrs. Gilbert***") and LBCT heretofore entered into that certain "***Deed of Conservation Easement***" dated November 29, 1996, and recorded on December 3, 1996, in the Office of the Register of Deeds for Berkeley County, South Carolina (the "***ROD Office***"), in **Book 973 at Page 175** (the "***1996 Deed***"), which 1996 Deed, among other things, placed certain easements, covenants and restrictions on the Property (as defined and more particularly described in the 1996 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

WHEREAS, Mrs. Gilbert sold the Property to 1904 Mulberry, LLC on August 14, 2018 as evidenced by that certain Limited Warranty Deed recorded in said ROD Office on August 14, 2018 in Book 2818 at Page 803; and

WHEREAS, the Parties now wish to modify and amend the 1996 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 1996 DEED. The 1996 Deed is hereby modified and amended as follows:

(a) SECTION 4.2(c). Section 4.2(c) of the 1996 Deed is hereby deleted in its entirety and replaced with the following:

"(c) No new building shall exceed 40 feet in height. No new structure shall be constructed closer than 100 feet to any river or stream or north of a line labeled "NORTHERNMOST LIMITS OF BUILDABLE AREA FOR NEW RESIDENCES" as shown on that certain exhibit by Thomas & Hutton dated September 25, 2019, attached hereto and incorporated herein as Exhibit A, such line being approximately 358 feet south of and parallel to the boundary line between North Mulberry and South Mulberry Plantation. Construction must meet all local and state building codes."

2. MICELLANEOUS.

(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 1996 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 1996 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 CONSERVATION EASEMENT]

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 Print Name of Witness: laura patat Signature of Witness Print Name of Witness: JUSTIN M. HOYLE	**1904 Mulberry, LLC** **a South Carolina limited liability company** **By:** _____ (SEAL) **Its:** Authorized signer

STATE OF SOUTH CAROLINA)
ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 23 day of JUNE, 2020, by J. David Hawkins as Authorized Signer of **1904 Mulberry, LLC**, a South Carolina limited liability company.

_____ (SEAL)
Signature of Notary Public

Print Name of Notary Public: JUSTIN M. HOYLE

Notary Public for SOUTH CAROLINA

My Commission expires: JULY 17, 2024

[AFFIX NOTARY SEAL]

[SIGNATURE PAGE TO FIRST AMENDMENT TO DEED OF CONSERVATION EASEMENT]

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:	**THE LORD BERKELEY CONSERVATION TRUST**, a South Carolina nonprofit corporation
William D. Umphlett Signature of Witness Print Name of Witness: William D. Umphlett Signature of Witness Print Name of Witness: _____	By: _____ (SEAL) Name: Algie H. Kennedy Jr Title: Board President

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 16 day of July, 2020, by Algie Kennedy, Board President, as of **THE LORD BERKELEY CONSERVATION TRUST**, a South Carolina nonprofit corporation, on behalf of the nonprofit corporation.

B. A. FLEMING
Notary Public
South Carolina
My Comm. Expires June 17, 2025

B.A. Fleming (SEAL)
Signature of Notary Public

Name of Notary Public: Barbara A. Fleming

Notary Public for South Carolina

My Commission expires: June 17, 2025 BAF

[AFFIX NOTARY SEAL]

EXHIBIT A

See Attached

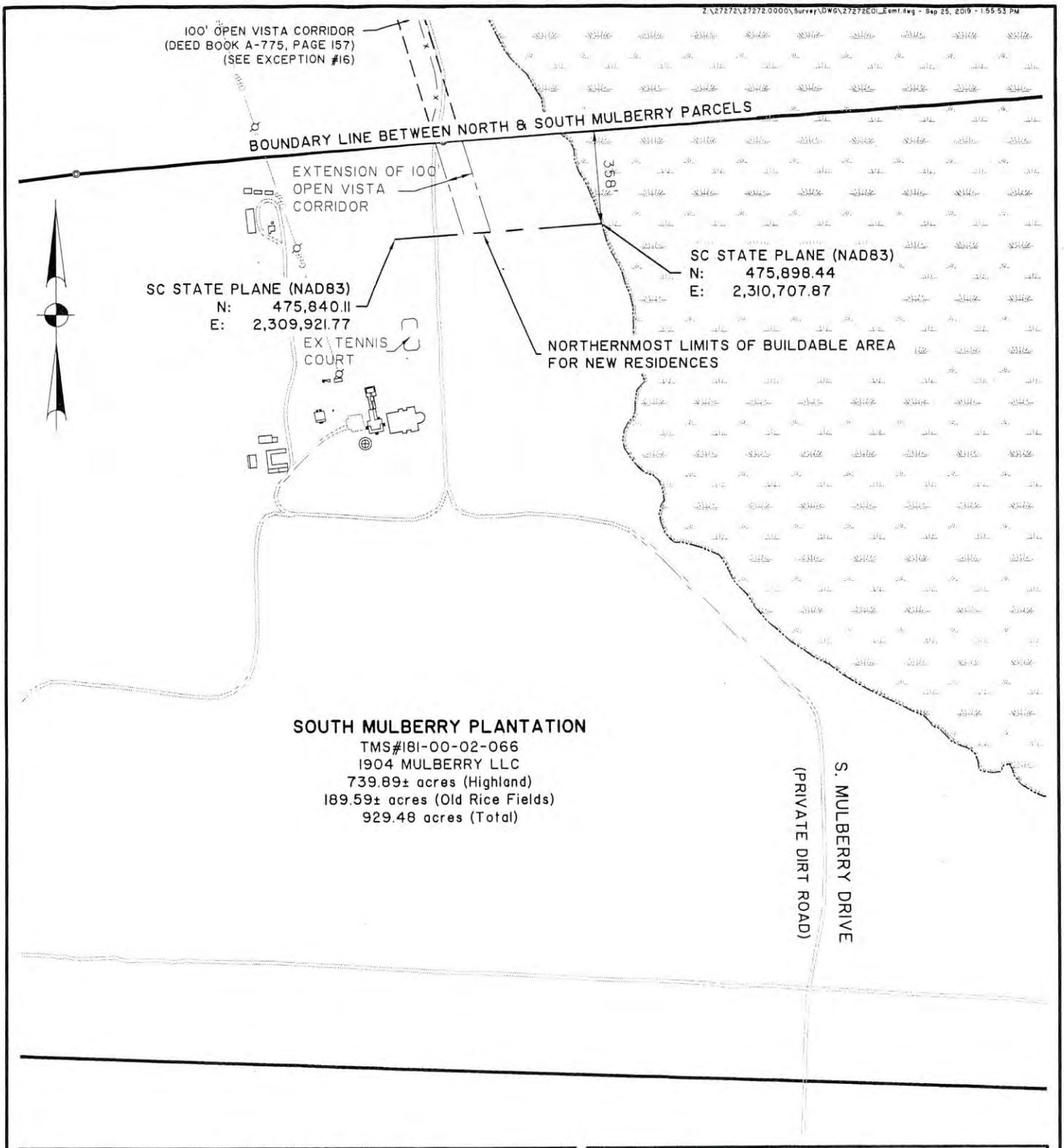

EXHIBIT A

SHOWING NORTHERN LIMITS OF
RESIDENTIAL BUILDING AREA
SOUTH MULBERRY PLANTATION
BERKELEY COUNTY, SOUTH CAROLINA.

DATE: 09/25/19 job 27272 SHEET 1 OF 1

500 0 500

1 INCH = 500 FEET

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EXHIBIT
A