Instrument Book Page
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TITLE NOT SEARCHED BY THE PRITCHARD LAW GROUP, LLC

STATE OF SOUTH CAROLINA	)	**DEED OF CONSERVATION EASEMENT**
	)	**1019 FRONT STREET**
COUNTY OF GEORGETOWN	)	**(EXTERIOR & INTERIOR)**

THIS indenture deed of easement (hereinafter referred to as the "Easement"), made this 18th day of November, 2016, by and between **NSCDA-SC STEWART-PARKER HOUSE LLC** (together with their heirs, successors, administrators and assigns collectively referred to as "Grantor"), and **HISTORIC CHARLESTON FOUNDATION**, a non-profit corporation, in good standing, organized under the laws of the State of South Carolina and a "qualified organization" within the meaning of 26 U.S.C. § 170(h)(3), 1986 (hereinafter referred to as "Grantee").

W I T N E S S E T H

WHEREAS, Grantor is the Owner of a parcel of real property, hereinafter described on Exhibit A, which is attached hereto and incorporated herein by reference, located in the City of Georgetown, County of Georgetown, State of South Carolina (hereinafter referred to as the "Property"); and

WHEREAS, the Property is located in and has been certified as being of historic significance to the officially designated Historic Georgetown District of Georgetown, South Carolina, which district is a registered historic district as defined by the Internal Revenue Code of 1986, as amended, and was recognized by the United States Department of Interior in the National Register of Historic Places as the Stewart-Parker House, 1019 Front Street, said to have been built between 1740 and ca. 1770 is a part of a historically important land area whose preservation is necessary to maintain the historic integrity of the Historic Georgetown District, which district contributes significantly to the cultural heritage and visual beauty of Georgetown, South Carolina and should be preserved; 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 Georgetown and its environs; and

WHEREAS, Grantee is a "qualified organization" within the meaning of 26 U.S.C. § 170(h)(3), 1986; and

201600011092 EXEMPT
Filed for Record in
GEORGETOWN SC
WANDA PREVATTE, REGISTER OF DEEDS
11-21-2016 At 10:48:38 am.
EASEMENT 29.00
STATE TAX .00
COUNTY TAX .00
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05-0026-265-00-00
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WHEREAS, Grantor desires to grant and Grantee desires to accept, an exterior and interior conservation easement with respect to the Property; and

WHEREAS, Grantor intends to convey to Grantee a qualified conservation contribution in the form of this Easement, as hereinafter contained, with respect to the Property, in order to further the preservation and conservation of the Property and the goals of Grantee; and

WHEREAS, Grantee has the resources to manage and enforce the covenants, restrictions, terms and conditions set forth in this Easement; and,

WHEREAS, Grantee has the commitment to enforce the covenants, restrictions, terms and conditions set forth in this Easement; 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 through 80, Code of Laws of South Carolina, 1976, as amended; and,

NOW, THEREFORE, in consideration of the sum of One and no one-hundredths ($1.00) Dollar, in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the recitals and agreements contained herein, Grantor hereby grants, sells and conveys to Grantee, its successors and assigns, an exterior and interior conservation Easement, in perpetuity, in, on and over and the right to restrict the use of, the Property, and all terms as set out below.

The restrictions, covenants, terms and conditions hereby imposed on the use of the Property are intended to be a qualified conservation contribution in accord with 26 U.S.C. § 170(h)(1), 1986, as amended.

Grantor, on behalf of itself and its 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 be appurtenant to and run with the land in perpetuity and shall be referred to in any subsequent conveyance of any interest of the Grant, although failure to so refer shall not impair this Easement in any way:

1. Except as otherwise in Exhibit B hereto, 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 appearance of the façade exterior or remove, replace or alter any of the materials currently comprising the exterior of any of the improvements located on the Property, now or in the future; **(b)** any abrasive cleaning, chemical cleaning, sealant, or waterproofing of the exterior or any of the materials currently comprising the exterior of any of the improvements located on the Property, now or in the future; **(c)** the exterior extension of the existing improvements or the

erection of any new or additional structures on the Property or in the open space above the land; *provided, however*, the cleaning, reconstruction, repair, repainting, or refinishing of the façade 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: **(i)** which will leave unchanged the appearance of the exterior as it exists in its present state; and **(ii)** is consistent with the historic character of the exterior; *and provided, further*, that no signs, billboards, or advertising shall be placed upon the Property, except **(i)** such plaques or other markers for commemorating the historic importance of the Property, **(ii)** such plaques or other markers as are necessary to direct pedestrians or vehicular traffic, **(iii)** such plaques or other markers as indicate not more than the building name, street address and the names of the occupants of the Property, **(iv)** such signs as are temporarily placed on the Property to indicate that it is for sale or lease, or **(v)** which are temporarily placed there by a contractor, architect or landscaper, of any type, during a time period during which such contractor is performing repairs, maintenance or renovation to the Property.

For purposes of this Easement, the "exterior" of the improvements includes, without limitation, the entire exterior of any improvement located on the Property, now or in the future, and includes the exterior walls, including windows and doors, roofs and chimneys, porches and piazzas, exterior stairs, balustrades, awnings, steps and any and all other exterior features of any improvements located on the Property now and in the future, regardless of its type or nature of all buildings, as depicted in the written description and in the photographs or drawings as attached to the this Deed of Conservation Easement as Exhibit "B." The photographs, or measured drawings, shall be kept on file with Grantee with an appropriate inscription and with the initials of an authorized agent of Grantor and Grantee. It is the intent of the parties that these photographs or drawings shall constitute a convenient record of the present state of the improvement(s), building(s) and/or structure(s) located on the Property subject to this Easement, as of the date of this Deed of Conservation 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 such photographs or drawings shall not preclude or prevent a future determination of the present state by any other means.

2. Without the prior, express, written consent of the Grantee, Grantor shall not undertake nor permit to be undertaken: **(a)** any modification, removal, abrasive cleaning or alteration to any Interior Features; or **(b)** any removal, construction, alteration, remodeling, repainting, refinishing, abrasive cleaning, stripping, sanding, sealing, waterproofing or other action which would substantially alter the appearance of an Interior Feature, in a manner which would permanently damage any Interior Feature so that such affected portion of the Interior Feature could not be reasonably restored at some later date to its appearance and condition as of the date of this Deed of Conservation Easement; *provided, however,* the cleaning, reconstruction, repair, repainting, alteration, sanding, stripping, waterproofing, sealing, or refinishing of Interior Feature damage to which has resulted from destruction, fire, Act of God or deterioration, shall be permitted without consent of the Grantor so long as it is performed in a manner which will leave unchanged the appearance of the Interior Feature as it exists in its present state or as is allowed to

be changed by these Covenants. The restrictions relating to the Interior Features shall not apply to the interior of any modern bathroom or modern kitchen. "Interior Features" or "Interior Feature" shall mean the items listed in Exhibit "C" attached hereto and incorporated herein by reference.

3. Grantor agrees at all times to maintain the lot and all structures and improvement(s) thereon and, the exterior appearance of the Property in a good and sound state of repair and that no extension, additional structures, or change in the color, material or surfacing of the exterior of the structures shall be permitted without the prior, express written consent of Grantee. No changes shall be undertaken to the interior or the exterior of the Property that would adversely affect the Property's structural stability or soundness. In the event of damage to an extent that repair or reconstruction of the Property is impracticable, this Easement shall remain in full force and effect unless terminated by Court order pursuant to Paragraph 19 hereof, and the design of any replacement building(s) or structure(s) shall be subject to the Grantee's prior written approval.

4. All maintenance, rehabilitation or other work subject to the provisions of this Easement shall be performed according to *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*, issued and as may from time to time be amended, by the United States Secretary of the Interior, and by any other written guidelines issued by Grantee and as may from time to time, be amended, and must be consistent with the historic character of the exterior.

5. Without the prior express written consent of Grantee, the type, use, and density of the Property shall not be changed. In no event shall the percentage of the lot area occupied by a structure be increased beyond the percentage of the lot currently occupied by that structure without prior express written consent. In no event shall the density of the Property's use be increased beyond the current density without the express written consent of Grantee. Nothing contained herein shall prohibit Grantor or any of Grantor' successors-in-interest from renting the single-family dwelling unit subject to the limitations set forth in Paragraph 9 hereinbelow. In no event shall the Property be subdivided or converted to a horizontal property regime.

6. Grantor shall keep the Property, including, but not limited to, the interior and exterior of any improvement, structure or building located on the Property, the yard, the porches, the roofs, the area beneath any improvement, structure or building located on the Property and the sidewalk and street immediately adjacent to the Property (the foregoing hereinafter collectively referred to as the "Premises"), reasonably safe and reasonably clean. Grantor shall dispose from the Premises all ashes, garbage, rubbish and other waste in a reasonably clean and safe manner. Grantor shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the Property or the Premises that is covered by this Easement or knowingly permit any person to do so. If the terms and conditions of this Paragraph 6 are not complied with to the satisfaction of Grantee, Grantee may arrange to have the terms and conditions of this Paragraph 6 complied with, including, but not limited to, contracting with someone to bring the

Property into compliance with applicable building and housing codes, place the Premises in reasonably safe and reasonably clean condition and dispose from the Premises all ashes, garbage, rubbish and other waste. In the event Grantee exercises its right to bring the Premises into compliance with this Paragraph 6, Grantor shall reimburse Grantee for the cost of doing so and Grantee shall have a lien against the Property as provided in Paragraph 13(d) hereinbelow.

7. Subject to the terms and provisions of any utility easements of record as of the date of this Deed of Conservation Easement, without the prior express written consent of Grantee, no new above-ground utility transmission lines may be erected hereafter on the Property.

8. No construction of any improvement or structure above ground or below ground, including without limitation, any swimming pools, garden pools, whirlpool baths, fountains, walkways, driveways, brickwork, or walls, or demolition of existing exterior improvements or structures on the Property, including, without limitation, landscaping, garden walls, walkways, brick or stone or concrete paths and walkways, statutes, pools or ponds existing as of the date of this Deed of Conservation Easement shall be permitted without prior written consent of Grantee.

9. In no event shall any interval ownership interest, interval estate, time span estate, timeshare ownership interest or timeshare leasing interest in the Property be conveyed by Grantor. For purposes of this Easement, "timeshare ownership interest" shall mean any arrangement, plan or similar device, whether by tenancy in common, sale, term for years, deed, or other means, whereby the Grantee receives an ownership interest in the Property for a period or periods of time during any given year, but not necessarily for consecutive years, which extends for a period of more than one year. For purposes of this Easement, "timeshare leasing interest" shall mean any arrangement or plan or similar device, whether by membership agreement, lease, rental agreement, license, use agreement, security or other means, whereby the Grantee receives a right to use accommodations or facilities, or both, but does not receive an ownership interest in the Property, for a period or periods of time during any given year, but not necessarily for consecutive years, which extends for a period of more than one year.

10. Nothing herein contained shall be construed to prevent the Grantor from utilizing the Property as a bed and breakfast. However, the bed and breakfast must be operated in accordance with the City of Georgetown zoning ordinances.

11. No human made or human influenced topographical changes on the Property, including, without limitation, excavation below twelve inches (12"), leveling the land, or berming, shall be permitted without the express prior written consent of Grantee. No destruction of trees greater than eight inches (8") in diameter, shall be permitted without the prior written consent of the Grantee. No investigation of below-ground accessory features, including cellars, privies and wells may be undertaken without consent of the Grantee and its approval of a suitable archaeological plan. Although this paragraph is intended to protect the topography of the land, nothing herein contained shall be construed to prevent the Grantor from digging beds for plants

or shrubs.

Prior to engaging in any construction, renovation or repairs on or to the Property, regardless of the type or nature of such construction, renovation or repair and/or prior to making any topographical changes to the Property prohibited or restricted by this Paragraph 11, Grantor shall submit, at his, her, its or their sole cost and expense, to Grantee, in writing, a scope of the proposed work, which scope shall include, without limitation, at a minimum, a map or drawing depicting the exact location of the proposed construction, renovation or repairs, if applicable, the proposed topographical changes and the plans and specifications for such proposed construction, renovation or repair and shall also submit contemporaneously therewith, a plan for the archaeological study of the affected area(s) (hereinafter referred to as the "Archaeological Study"). Grantor shall not commence any construction, renovation or repair on or to the Property, regardless of the type or nature of such construction, renovation or repair or make any topographical changes to the Property prohibited or restricted by this Paragraph 11 unless and until Grantee has approved in writing the scope of the proposed work and the Archaeological Study. Grantor shall keep Grantee informed of the progress of any Archaeological Study conducted on the Property. Grantor shall provide Grantee with a copy of any Archaeological Study of the Property within five (5) days following its completion. Notwithstanding anything to the contrary contained herein, Grantee shall have the right, in its sole discretion, to prohibit any proposed topographical changes or to require Grantor to relocate such proposed topographical changes to another location on the Property.

12. 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 that are available to Grantee at law or in equity:

(a) Grantor agrees that the officers of Grantee and persons delegated by it shall be permitted, upon forty-eight (48) hours prior written notice, to come upon the Property to inspect for possible violations of any of the covenants of this Easement.

(b) In the event Grantee determines there is a violation of the Easement, it shall provide written notice to Grantor setting forth a description of each violation. If Grantor has failed to commence or continue satisfactory corrective action or work to remedy the violations described in Grantee's written notice within thirty (30) calendar days following Grantee's written notice to Grantor describing each violation, Grantee shall have **(i)** the right to institute legal proceedings, by *ex parte*, temporary and/or permanent injunction, **(ii)** to require the restoration of the Property to its prior condition, and to avail itself of all other legal and equitable remedies; and **(iii)** the right to enter upon the Property upon ten days' advance written notice to Grantor to correct such violations and hold Grantor financially responsible for the costs thereof.

(c) Grantor hereby agrees to reimburse Grantee for all costs incurred in connection with the enforcement and administration of Grantee's rights hereunder, including reasonable attorney's fees and litigation costs; *provided, however*, that in no event shall any owner of the Property be responsible for any costs incurred in connection with the enforcement and administration of Grantee's rights hereunder for any violation of this easement arising or occurring at any time subsequent to his, her, its or their conveyance of title to the Property to a third person, or for any violation of this Easement arising or occurring prior to the time she, he, it or they acquires title to the Property, unless she, he, it or they has written notice of the violation prior to the time she, he, it or they acquires title or unless such violation is ongoing.

(d) Grantee shall have the right to place a lien against the Property to secure the payment of any moneys owed to Grantee under the provisions of this Easement and to foreclose such lien by judicial proceedings; *provided, however*, that any such liens of Grantee shall be subordinate to the lien of any valid mortgage of record placed on the Property, prior to the placement of such lien by Grantee.

(e) Subject to the terms, covenants and provisions of Paragraph 31 hereinbelow, Grantor and Grantee agree to indemnify, hold harmless and defend the other, his/her/its and its respective successors, assigns, agents, employees, independent contractors and representatives from and against all claims, costs and damages, including reasonable attorney fees and litigation costs, 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 their gross negligence or recklessness; *provided, however*, that in no event shall any owner of the Property be responsible for any costs incurred in connection with the enforcement and administration of Grantee's rights hereunder for any violation of this easement arising or occurring at any time subsequent to his, her, its or their conveyance of title to the Property to a third person, or for any violation of this easement arising or occurring prior to the time she, he, it or they acquires title to the Property, unless she, he, it or they has written notice of the violation prior to the time she, he, it or they acquires title, or unless such violation is ongoing.

(f) Grantor and Grantee agree that in the event Grantor destroys a tree greater than eight inches (8") in diameter in violation of Paragraph 11 herein, it will be difficult to measure Grantee's damages for such violation. Accordingly, in the event Grantor damages, destroys, cuts or removes any tree greater than eight inches (8") in diameter, measured four feet (4') above the lowest point of the immediately surrounding terrain within a three foot (3') radius of the outside diameter of such tree, without prior written permission from Grantee, Grantor shall be required, in the sole discretion of Grantee, to either **(i)** make a donation to

Grantee equal to One Hundred and no one-hundredths dollars ($100.00) times the diameter of each tree damaged, destroyed, cut or removed, or **(ii)** plant on the Property, or at a location designated by Grantee, in its sole discretion, trees which have a combined total of caliper inches equal to twice the diameter of all trees damaged, destroyed, cut or removed, the species of which shall be specified by Grantee. The provisions of this paragraph do not apply to the cutting or trimming of branches limbs or leaves; *provided, however*, that any branch or limb over four (4) inches in diameter may only be removed under the direction or supervision of a certified arborist, who shall provide Grantee in writing his or her certification that removal of such branch or limb will not damage or destroy such tree, which certificate shall be provided to Grantee no less than five (5) days prior to the time such branch or limb is removed. Regular maintenance of trees on the property by a licensed arborist consistent with this Section 13(f) shall not be considered a violation of this provision.

(g) Grantor and Grantee agree that in the event Grantor violates the provisions of Paragraph 7, Paragraph 8 or Paragraph 11 herein, it will be difficult to measure Grantee's damages for such violations. Accordingly, in the event Grantor violates the provisions of Paragraph 7, Paragraph 8 or Paragraph 11 herein, Grantor shall make a donation to Grantee in the amount of two thousand five hundred and no one-hundredths dollars ($2,500.00); *provided, however,* that the terms and provisions of this Paragraph 13(g) shall not apply to the destruction of trees, which is subject to the terms and conditions of Paragraph 13(f) hereinabove. The liquidated damages provision of this Paragraph 13(g) shall not be subject to any right to cure contained in any other paragraph in this Deed of Conservation Easement and shall not in any way waive, impair or prevent Grantee from pursuing any other right or remedy, at law or in equity, granted to it by any other provision of this Easement or by the common or statutory law of the United States of America or the State of South Carolina.

13. Grantor shall, at his/her/its sole expense, keep any improvement located on the Property insured against loss from perils commonly insured against under standard fire and extended coverage policies in an amount great enough to fully restore all structures located on the Property to its condition immediately prior to its being damaged or destroyed; *provided, however*, that nothing herein contained shall be construed to require Grantor from maintaining insurance coverage on any structure located on the Property in an amount greater than an amount available through ordinary commercially available insurance markets or its replacement value, whichever is less. In the event a structure located on the Property is insured by an insurance policy containing a provision whereby the insurer has no obligation to pay on a claim for property damage or property loss unless the claim exceeds a specified minimum amount, and then only the amount of the claim less the specified minimum amount, commonly referred to in the insurance industry as a "deductible," Grantor shall be deemed to be in compliance with the provisions of this Paragraph 13 provided such minimum claim amount or deductible does not

exceed ten percent (10%) of the replacement value of any structure insured by such insurance policy. In the event a structure located on the Property is insured by an insurance policy containing a provision or provisions whereby the insurer has no obligation to pay on a claim for property damage upon the occurrence of certain specified event, commonly referred to in the insurance industry as an "exclusion," Grantee shall be deemed to be in compliance with the provisions of this Paragraph 13 provided such specified event or exclusion is a commercially reasonable commonly included provision in insurance policies of similar type and nature. Grantor shall deliver to Grantee satisfactory certificates of insurances within five (5) days of such request. In the event Grantee breaches the covenants hereunder, Grantee shall have the right but not the obligation to obtain such insurance required by this Paragraph 13, the cost of which shall be the legal obligation of Grantor. Grantee shall not claim an interest in any insurance proceeds provided reasonable assurances are given that the structure(s) insured thereunder 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 19. Nothing herein contained shall be construed to require Grantor to make repairs to any structure located on the Property in an amount in excess of the amount of the insurance proceeds actually received by Grantor or which would have been actually received by Grantor had an insurance claim been made, irrespective of whether such structure was insured at the time of an occurrence, as a result of any loss or claim, nor shall anything contained herein be construed to require Grantor to replace any structure located on the Property which is destroyed or damaged beyond repair with a structure which costs more to construct than the amount of the insurance proceeds actually received by Grantor or which would have been actually received by Grantor had an insurance claim been made, irrespective of whether such structure was insured at the time of an occurrence.

14. In the event Grantee should at some future date acquire full title to the subject Property and merger of titles should occur, any re-conveyance by Grantee of the Property shall be made subject to the provisions of this Easement.

15. Grantor agrees that Grantee may provide and maintain a plaque on the street façade of the premises, not to exceed six inches (6") by eight inches (8") in size, mounted flush on the front exterior of the house, giving notice of the grant of this Easement.

16. 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. Upon the request of Grantee, Grantor shall elect either to make the Property accessible for study by educational, architectural or historical groups at least two days per year or to provide suitable photographs of significant features of the Property not visible from publicly accessible areas. A wooded yard in front of the historic structures shall not be considered a violation of this Paragraph 16.

17. 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 Grantor shall retain exclusive right of access and use, subject only to the provisions

of this Easement.

18. 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 necessitate extinguishment of this 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 condemnation. 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 Georgetown, South Carolina.

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.

19. Grantor hereby grants Grantee a first right of refusal to purchase the Property, or any part thereof, whenever a contract for the purchase and sale of the Property, or any part thereof, (hereinafter referred to as the "Contracted For Property") is entered into by Grantor (hereinafter referred to as the "Contract"); *provided, however,* that the right of first refusal contained in this paragraph shall apply only to open market arms-length transactions. For purposes of this paragraph, open market arms-length transactions shall not include 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, transfers between a limited liability corporation and any member who owns more than ten percent (10%) of such limited liability corporation, transfers by Will, bequest, intestate succession, transfers to a trust of which the grantor is a trustee or beneficiary, the distribution by a trust of any interest in the trust to any beneficiary thereof or transfers to Grantor.

Grantor agrees that in the event Grantor enters into a Contract, Grantor shall so advise the Director of the Grantee, in writing, by registered mail, return receipt requested, of the impending

sale within five (5) days after the execution of the Contract. The notice required to be given to the Director of the Grantee (hereinafter referred to as "Grantor's Notice") shall include a description of the Contracted For Property, the name, address and telephone number of the buyer(s) and the seller(s), the name, address and telephone number of the closing attorney, the name, address and telephone of any realtor who represents any of the parties to the Contract in connection with the purchase and sale of the Contracted For Property and the purchase price of the Contracted For Property and shall also enclose a complete copy of the Contract.

Grantor's Notice shall constitute an offer to Grantee to sell the Contracted For Property to Grantee on the same terms set forth in the Contract, and the Contract shall be deemed contingent as to the buyer(s) listed therein upon Grantee waiving its first right of refusal; *provided, however*, that nothing herein shall be construed to require Grantee to waive its right of refusal. All Contracts must contain reference to Grantee's first right of refusal, and any Contract which fails to make reference to Grantee's first right of refusal shall be voidable by Grantee. Failure to include reference to Grantee's first right of refusal shall not impair the validity of the first right of refusal granted to Grantee herein or the validity of this Easement or limit its enforcement of either in any way.

Grantee shall have until 11:59:59 pm, local Charleston, South Carolina, time, on the tenth (10^{th}) day after receipt of Grantor's Notice, as evidenced by the return receipt, to accept or reject the offer to sell the Contracted For Property to it. Should Grantee choose to accept the offer to purchase the Contracted For Property, it shall communicate its acceptance either by depositing written notice of its acceptance in the United States mail with proper postage affixed thereto addressed to the seller, with a copy to the buyer, or by hand delivering written notice of its acceptance to Grantor, with a copy to the buyer, on or before 11:59:59 pm on the tenth (10^{th}) day after receipt of Grantor's Notice (hereinafter referred to as "Grantee's Notice"); *provided, however*, that if Grantor's Notice specifies that Grantee send Grantee's Notice to someone other than the seller and sets forth the address of such person so specified, Grantee shall send Grantee's Notice to the person specified in Grantor's Notice in the manner set forth herein; *provided, further, however*, that if Grantor's Notice specifies Grantee's Notice be sent via facsimile and Grantor's Notice includes the facsimile number to which Grantee's Notice is to be sent, Grantee shall send Grantee's Notice via facsimile. Upon Grantee giving Grantee's Notice as provided herein, the Contract shall be terminated as to the buyer listed in the Contract. Grantee and Grantor shall thereafter memorialize in writing their contract for the purchase and sale of the Contracted For Property within fifteen (15) days after the date of Grantee's Notice, which document shall contain the same terms set forth in the Contract.

Grantee shall be deemed to have waived its first right of refusal granted herein as to the transfer of title arising out of that Contract only, if **(1)** Grantee fails to communicate its acceptance in the manner set forth hereinabove by 11:59:59 pm on the tenth (10^{th}) day after receipt of Grantor's Notice, or **(2)** it specifically waives its first right of refusal as to that Contract in writing; *provided, however*, that waiver as to any particular Contract shall constitute a waiver as to that Contract only and shall in no event constitute a waiver as to any contract

subsequently entered into by Grantor for the sale of the Property.

In the event Grantor transfers title to the Property, or any part thereof, to anyone other than Grantee pursuant to any open market arms-length transaction, **(1)** without first giving Grantee Grantor's Notice in the manner provided hereinabove, **(2)** prior to expiration of the ten (10) day period set forth hereinabove or **(3)** after receiving Grantee's Notice prior to expiration of the ten (10) day period set forth hereinabove in the manner set forth hereinabove, such transfer shall be voidable by Grantee, and Grantee shall have the right to purchase the Contracted For Property under the terms set forth in the Contract by giving Grantee's Notice to the transferee in the manner set forth hereinabove within one (1) year after it has actual knowledge of the transfer. Failure of Grantee to exercise its first right of refusal after learning of a transfer shall not constitute a waiver of Grantee's first right of refusal as to any future Contract or transfer.

20. Grantee agrees that within twenty (20) days after Grantor's 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.

21. Grantee agrees that it will hold this Easement "exclusively for conservation purposes" as that term is defined in 26 U.S.C. § 170(h)(4)(A) and 170(h)(B) 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 public entities or organizations if Grantee determines that such delegation furthers the public purposes of this Easement.

22. Unless specified otherwise elsewhere in this Easement, for any activity on the Property which requires notice and/or 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 any other material aspect of the proposed activity in sufficient detail to permit Grantee to evaluate the activity, to determine whether to accept or reject the proposal and to monitor the activity, if approved. Failure to secure approval or give notice as may be required under the Easement shall be a material breach of this Easement and shall entitle Grantee to such remedies as may be available herein. Notwithstanding the foregoing, in no event shall any activities be permitted which would allow any change in the exterior which is inconsistent with the historic character of the exterior, the interior and landscaping.

23. 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 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 of Grantor shall impair such right or remedy or be construed as a waiver.

24. 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.

25. 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 will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) 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, shall not permit additional development or improvements to be constructed on the Property, other than development or improvements permitted by this Easement on its effective date, shall not permit any change in the exterior inconsistent with the historical character of the same 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 Register of Deeds Office of Georgetown County, South Carolina. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment.

26. The benefits of this Easement shall be in gross and shall be assignable by Grantee; *provided, however*, that as a condition of any assignment, Grantee requires that the purpose of this Easement continues to be carried out, and the assignee, at the time of assignment, qualifies under 26 U.S.C. § 170(h), 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.

27. 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.

28. Unless otherwise provided herein, 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: NSCDA-SC Stewart-Parker House LLC
81 Cumberland Street
Charleston, South Carolina 29401

To Grantee: Historic Charleston Foundation
40 East Bay Street
Post Office Box 1120

Charleston, South Carolina 29402

With a copy to: Edward K. Pritchard, III, Esquire
Pritchard Law Group, LLC
129 Broad Street
Charleston, South Carolina 29401

or to such other 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.

29. Grantee shall record this instrument in timely fashion in the Office of the Register of Deeds for Georgetown County, South Carolina, and may re-record it at any time.

30. 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. Grantor and Grantee further intend that the various terms, provisions and conditions of this Easement be strictly complied with and that substantial compliance with the terms, conditions and provisions of this Easement shall not be sufficient. 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 effect 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 that would render the provision valid shall be favored over any interpretation that would render it invalid. This document memorializing the terms of this Easement is a negotiated document and the general rule that the terms of a document shall be construed against the party preparing it shall not apply to the interpretation of this Easement.

31. 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 assigns and shall run with the title and continue as a servitude running in perpetuity with the Property.

32. In the event Grantor or anyone claiming under them institute legal proceedings for the purpose of extinguishing this Easement, modifying this Easement in any way, supplementing this Easement, altering this Easement in any way, interpreting this Easement or severing any provision of this Easement, the person or persons instituting such legal proceedings shall be responsible for paying all costs and fees incurred by Grantee or its assignee in defending such action, including, without limitation, its litigation costs and attorney's fees. In the event Grantee or its assignee initiates an action to determine the validity of this Easement or any part thereof, or to interpret this Easement or any part thereof, the prevailing party shall be entitled to recover reasonable attorney fees and litigation costs.

33. In computing any period of time prescribed or allowed by this Easement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or a State or Federal holiday or a day on which, due to weather or other conditions, the Governor of South Carolina or the Mayor of the City of Georgetown has issued a voluntary or mandatory evacuation order, in which event the period runs until the end of the next day which is not one of the aforementioned days. When the period of time prescribed or allowed is less than eleven (11) days, intermediate Saturdays, Sundays and State and Federal holidays shall be excluded in computation.

34. Except as otherwise provided herein, there shall be assessed by the Historic Charleston Foundation 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 Historic Charleston Foundation and used by the Historic Charleston Foundation for the purpose of preserving the historical architectural, archeological or cultural aspects of real property. Such fee shall not apply 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, transfers between a limited liability corporation and any member who owns more than ten percent (10%) of such limited liability corporation, transfers by Will, bequest, intestate succession, transfers to a trust of which the grantor is a trustee or beneficiary, the distribution by a trust of any interest in the trust to any beneficiary thereof or transfers to Grantor (each of the foregoing hereinafter referred to as an "Exempt Transfer"); *provided, however,* that such fee shall not apply to the first non-exempt transfer of Property, but shall apply to each non-Exempt Transfer thereafter. 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 Historic Charleston Foundation. In the event that the Historic Charleston Foundation is required to foreclose on its lien for the collection of the transfer fee, and/or interest thereon, provided for herein, the Historic Charleston Foundation shall be entitled to recover all litigation costs and attorney's fees incurred in such foreclosure, which litigation

costs and attorney's fees shall be include as part of the lien and recoverable out of the proceeds of the foreclosure sale. The Historic Charleston Foundation 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 Historic Charleston Foundation.

35. If Grantee holds a deed of conservation easement on any neighboring property adjoining or abutting the Property, Grantee shall permit the owner of any property adjoining or abutting the Property on which Grantee then holds a deed of conservation easement reasonable access to the Property for the limited purpose of making repairs to his, her, its or their neighboring property adjoining or abutting the Property, but only to the extent necessary to effect such repairs and only for the time reasonably necessary to effect such repairs.

36. Grantee shall assist Grantor in gaining reasonable access to any property adjoining or abutting the Property on which Grantee then holds a deed of conservation easement for the limited purpose of making repairs to the Property, but only to the extent necessary to effect such repairs and only for the time reasonably necessary to effect such repairs.

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 10 day of November, 2016.

WITNESSES AS TO GRANTOR:

Constance M. Baldwin

Ann Hurst Harrington

GRANTOR: NSCDA-SC STEWART-PARKER HOUSE LLC

By: Mary Heyward Mundy

Mary Heyward Mundy

Its: President, NSCDA-SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE AS TO GRANTOR
NSCDA-SC STEWART-PARKER HOUSE LLC

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named The National Society of the Colonial Dames of America in the State of South Carolina by and through **Mary Heyward Mundy**, its **President**, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the above-named witness witnessed the execution thereof.

Constance H. Baldwin
(Signature of Witness)

SWORN to before me this 10 day of November, 2016.

Jennifer D. Gravelle
Notary Public for South Carolina
My Commission Expires 9/17/22

WITNESSES AS TO HISTORIC CHARLESTON FOUNDATION:

April Wood
Witness One as to Historic Charleston Foundation

Jada Fraser
Witness Two as to Historic Charleston Foundation

April Wood
Witness One as to Historic Charleston Foundation

Edward K. Pritchard III
Witness Two as to Historic Charleston Foundation

HISTORIC CHARLESTON FOUNDATION

By: Wilbur E. Johnson
Its: Board Chair

By: W. Crayton Walters III
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE AS TO HISTORIC CHARLESTON FOUNDATION

PERSONALLY appeared before me, April Wood and made oath that she saw the within named Historic Charleston Foundation, by and through its Board Chair and its Secretary, Wilbur E. Johnson and W. Crayton Walters III respectively, sign, seal and as its act and deed, deliver the within written instrument and that she with Edward K. Pritchard, III witnessed the execution thereof.

April Wood
(Signature of Witness)

SWORN to before me this 15th day of November, 2016.

Edward K. Pritchard, III
Notary Public for South Carolina
My Commission Expires February 23, 2016

EXHIBIT A

ALL THAT CERTAIN piece, parcel or lot of land situate, lying and being in the City and County of Georgetown, State of South Carolina, designated as Parcel B containing approximately 0.71 Acres on a survey entitled "MAP OF TWO LOTS ON FRONT STREET Surveyed for FLOYD D. SPENCE" prepared by J. Luckey Sanders, R.L.S., dated September 19, 1996, and recorded on December 23, 1996, on Slide 219 at Page 5. Reference is craved to said survey for a more complete and accurate metes and bounds description of said Parcel B.

THIS BEING the same property conveyed to Grantor herein by Deed of The Parker-Stewart House Foundation dated June 7, 2006, and recorded June 9, 2006, in the Office of the Register of Deeds for Georgetown County in Book 56 at page 146.

TM# 05-0026-265-00-00

Grantee's Address: 40 East Bay Street
Post Office Box 1120
Charleston, South Carolina 29402

EXHIBIT B

Certain of the attachments referred to as Exhibit B are not recordable. Accordingly, none of the attachments referred to as Exhibit B have been recorded, but they are available for inspection upon reasonable request of the Historic Charleston Foundation, which is located as of the date of the execution of this easement at 40 East Bay Street, Post Office Box 1120, Charleston, South Carolina 29402.

Exhibit B consists of the following:

20 color photos of the exterior and interior of the house at the time of the donation of this easement.

Grantor shall have the right, but not the obligation, to construct an addition or new dependency structure in the portion of the property between the currently existing structure and the river subject to the following:

- ☐ Grantor shall obtain prior written approval of the final plans and specifications for any such addition or new dependency from Grantee prior to commencing of any work related to the same, which prior written approval shall not be unreasonably withheld.
- ☐ All work shall be performed according to the Secretary of the Interior's *Standards for Rehabilitation*.
- ☐ Any connector from the currently existing structure to the addition must be at ground level or subterranean on the riverside of the house.
- ☐ New construction must be subordinate (in scale and footprint) to the existing building and hidden from view on Front Street.
- ☐ New structure must be differentiated in design and material from the currently existing structure and shall not be contextual.
- ☐ The footprint of the connector and new structure together must not exceed the footprint of the currently existing structure.

Additionally, Grantee shall not reasonably withhold approval for Grantor to construct a dock if it meets all requirements of the City Georgetown, OCRM, and any other governing body.

EXHIBIT C

1019 Front Street – Interior Features List

The first phase of the Stewart Parker House was completed between 1740 and ca. 1770, while the second known phase was constructed around 1800. This included the addition of the East entry hall (entered through Front Street side) as well as the circular Dining Room and North Wing found on either side of the house. As a general rule all floors (except the kitchen flooring which is not historic), and all plaster surfaces, including decorative plasterwork, are protected. Additional HVAC units and vents would be allowed, as necessary, but Historic Charleston Foundation as Grantee would need to review the placement and number of vents for proper approval.

1st Floor

Entry Hall (1740)
Baseboards
Wainscoting
All Decorative Plaster Work
Entry Door (Riverside) Door Surround & Hardware (None of the door surrounds leading to other rooms in the 1740 entry hall are historic.)

Stair Hall (1740)
Vertical Plank Wall Under Stair Run Leading to Basement.
(None of the door surrounds or baseboards in this area of the house are historic.)

Small Parlor (1740)
Mantle (except for mantle shelf and hearthstone.)
North & East Windows & Surrounds (north surround has rare ¼ round shelf.)
Crown Molding (Crown molding on east wall has been partially replaced.)
North, South & West Walls

Large Drawing Room (1740)
Baseboards (Topmost baseboard ornament was added later.)
Chair rail
Decorative Plaster on Ceiling and Crown Molding (circa 1800)
Windows & Surrounds

Entry Hall (1800)
Entry Surround and Transom
Door Surround Leading to North Wing
Chair Rail & Wainscoting on North Wall

Dining Room (1800)
Windows & Surrounds (Both window surrounds on the east wall have been partially replaced.)
All Wainscoting & Chair Rails, Except North Wall
Mantle
Mantle, Mantle Shelf, and Marble (Top portion is King of Prussia marble.)

North Wing (1800)
Baseboard in "Breakfast Room"
Windows & Surrounds in "Breakfast Room" (East wall window casing in this room is not historic.)
Door Casing Leading to Entry Hall
Door & Door Surrounds leading to Bathroom Hall (This door is original and likely dates to around 1740.)

Stairs and Landings
1st -3rd Floors
1st Floor Newel Posts (added in the Victorian period.)
Newel Posts, Upper floors. (These include unique Georgian carpentry detail that should be preserved.)
Chair Rail & Wainscoting
Treads & Risers
Balustrade & Handrail
Stringer Ornament
Windows & Surrounds (2 Total)

2nd Floor (1740)
Hall
Windows & Surrounds
Door, Casing, and Hardware Leading to NE Room (Door is original, circa 1740)

NE Room
Baseboards
Chair Rail
Crown Molding
Windows & Surrounds
Mantle (Mantle shelf in this room is not historic.)

SE Room (Bathroom)
Crown Molding
Windows & Surrounds (North window is not historic.)

Mantle & Mantle Shelf (Both have likely been altered.)

SW Room
Baseboards
Wainscoting
Chair Rail
Crown Molding
Mantle (Mantle is historic, but mantle shelf is not.)
Windows & Surrounds
Door, Door Hardware, and Door Casing Leading to Hall

NW Room
Baseboards
Chair Rail
Crown Molding
Windows & Surrounds
Mantle (Mantle shelf in this room is not historic.)

Attic (3rd Floor)
Door Surrounds
Baseboards

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF GEORGETOWN)

PERSONALLY 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 1019 Front Street, Georgetown, SC, bearing Georgetown County Tax Map Number TMS NO. 5-0026-265-00-00, and was transferred by NSCDA-SC Stewart-Parker House, LLC to Historic Charleston Foundation on November 15, 2016.

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) X Exempt from the deed recording fee because (See Information section of this affidavit); 3 #1

(If exempt, please skip items 4-7, and go on to item 8 of this affidavit.)

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase realty? Check Yes _____ or No _____

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," the amount of the outstanding balance of this lien or encumbrance is: N/A.

6. The deed recording fee is computed as follows:

(a)	Place the amount listed in item 4 above here:	$ 0.00
(b)	Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	$ 0.00
(c)	Subtract line 6(b) from line 6(a) and place result here:	$ 0.00

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

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantors

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.

SWORN to before me this 18 day of November, 2016

Jennifer D. Glavelle
Notary Public for South Carolina
My Commission Expires: 9/17/22

Edward K. Pritchard, III
Print or type the above name here