

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this 29th day of July 2010, by C.W. Haynes and Company ("Grantor"), having an address at 717 King Street, Columbia, SC 29205, to Richland County, ("Grantee").

WITNESSETH:

Grantor is the owner of 70 acres of certain real property in Richland County, South Carolina, more particularly described in Attachment A.

Grantee is a political subdivision of the State of South Carolina and meets the requirements meets the requirements of Section 509(a) (2) of the U.S. Internal Revenue Code ("The Code"). Grantee is a "qualified organization," as such terms is defined in Section 170(h) (3) of the Code, and is qualified to hold conservation easements under the laws of the State of South Carolina.

Grantor wishes to convey to Grantee, for conservation purposes, a perpetual restriction on the uses that may be made of the Property.

The grant of this Easement will also serve the following "conservation purposes," as such term is defined in Section 170(h) (4) (A) of the Code:

- . The preservation of open space for the scenic enjoyment of the general public.
- . The preservation of vital and significant lands of ecological quality formed by the influence of Cabin Creek which feeds Congaree Swamp National Park, whose presence creates substantial habitat for wildlife, flora and fauna.
- . Preservation of water quality by providing an undeveloped buffer to Cabin Creek, a major water course of the South Carolina Midlands whose preservation is recommend and designated a top priority of the Richland County Conservation Commission.
- . The furtherment of the South Carolina Conservation Easement Act, South Carolina Conservation Easement Act of 1991 – S.C.C.A. § 27-8-10 et seq. which authorizes the acquisition of conservation easements by local governments.

The current use of the Property and its current improvements are consistent with the conservation purposes of this Easement. The agricultural, natural habitat, scenic, open space, or water resources of the Property are collectively referred to herein as the "conservation values" of the Property.

Book 1634-814

2010062868 09/27/2010 12:56:38:873

Easement

Fee:\$0.00 County Tax: \$0.00 State Tax: \$0.00



2010062868 Richard W. Rodden

Richland County R.O.D.

The conservation values of the Property and its current use and state of improvement are described in a Present Condition Report (the "Report") prepared by Grantee with the cooperation of Grantor. Grantor and Grantee have copies of the Report, and acknowledge that the Report is accurate as of the date of this Easement. The Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement.

Grantor intends that the conservation values of the Property be preserved and maintained, and Grantor intends to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity.

THEREFORE, in consideration of One (1) dollar and no cents and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Section 170(h) of the Code and section 27-8-10 et seq. of South Carolina Code of Laws of 1976, as amended; Grantor does hereby voluntarily grant and convey unto the Grantee, a preservation and conservation easement in gross in perpetuity over the Protected Property, owned by the Grantor, and more particularly described in Attachment A.:

1. Grant of Conservation Easement

Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby voluntarily accepts, a perpetual Conservation Easement, an immediately vested interest in real property defined by the South Carolina Conservation Easement Act of 1991 of the nature and character described herein. Grantor will neither perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Except to the extent provided below, there shall be no residential development or commercial, manufacturing or industrial development, activities or uses undertaken or allowed on any portion of the Property. Grantor authorizes Grantee to enforce these covenants in the manner described below.

2. Statement of Purpose

The primary purpose of this Easement is to enable the Property to remain in traditional use by preserving and protecting its rural nature and other conservation features. No activity, which significantly impairs the conservation purpose of the Property, shall be permitted. To the extent that the preservation and protection of the natural, historic, recreational, habitat or scenic values referenced in this Easement is consistent with the primary purpose stated above, it is also the purpose of this Easement to protect those values, and no activity which shall significantly impair those values shall be permitted.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

3. Rights and Responsibilities Retained by Grantor

Notwithstanding any provisions of this Easement to the contrary, Grantor reserves all customary rights and privileges of ownership, including the rights to sell and lease the Property, as well as any other rights consistent with the conservation values of the Property and not specifically prohibited or limited by this Easement. Unless otherwise specified below, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any Act of God or other event over which Grantor had no control. Nothing in this Easement relieves Grantor of any obligation in respect to the Property or restriction in the use of the Property imposed by law.

4. Right to Privacy

This Conservation Easement conveys no right of access by the general public to any portion of the Property. However, the public has the right to view the Property from adjacent publicly accessible areas such as public roads and waterways.

5. Permission of Grantee

Where Grantor is required to obtain Grantee's permission or approval for a proposed action hereunder, said permission or approval (a) shall not be unreasonably withheld or delayed by Grantee, (b) shall be sought and given in writing, and (c) shall in all cases be obtained by Grantor prior to Grantor's taking the proposed action. Grantee shall grant permission or approval to Grantor only where Grantee, acting in Grantee's sole reasonable discretion and in good faith, determines that the proposed action will not substantially diminish or impair the conservation values of the Property. Grantee shall not be liable for any failure to grant permission or approval to Grantor hereunder.

6. Procedure to Construct Building and Other Improvements

Except as otherwise provided herein, Grantor may undertake construction, reconstruction, or other improvement of the Property only as provided below. Grantor shall advise Grantee prior to undertaking any construction, reconstruction, or other improvement of recreational structures on the Property as permitted herein, so as to enable Grantee to keep its record current.

A) Fences – Existing fences may be repaired and replaced, and new fences may be built on the Property for purposes of reasonable and customary management of livestock and wildlife, privacy or land protection.

B) New Ancillary Structures & Improvements – One (1) ancillary gazebo like structure to be used exclusively for recreational purposes may be built on the Property with the permission of the Grantee.

C) New Residential Housing – There may be five new residential dwellings constructed on the Property, one (1) each on lots approved by the Grantee as allowed in Section 9. The right to construction such residential dwelling shall include the right to construct reasonable Improvement related thereto including but not limited to landscaping, garages, storage sheds, decks, patios, garden walls, fences, gazebos, and swimming pools, provided that no more than one half (½) of any lot may be cleared for any such purposes. Grantor shall present a site plan Grantee's approval indicating the location of any improvement. The remaining one-half acre must maintain existing mature hardwood trees for conservation protection. The removal of undesirable underbrush and pine trees is permissible with county approval. No grading is allowed.

D) Recreational Improvements – Low impact environmentally sensitive recreational improvements such as trails and water access points may be built with the permission of Grantee. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips or commercial helicopter pads be constructed on the Property.

G) Utility Services and Septic Systems – Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services are permitted, provided that such utilities are providing services to improvements allowed by this easement. The existing waste water treatment facility and located on this parcel for Franklin Park is platted separately and not a part of the conservation easement. The platted cemetery is not part of the conservation easement.

7. Maintenance and Improvement of Water Sources

Grantor shall not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantor may alter the natural flow of water over the property in order to improve drainage or agricultural soils, reduce soil erosion, or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the conservation purposes of this Easement and is carried out in accordance with law.

8. Water Rights

Grantor retains and reserves the right to use any appurtenant water rights sufficient to maintain the agricultural productivity of the Property. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

9. Subdivision

The Property is currently comprised of the parcel shown on Attachment A, which is all contained on one tax map. The Property may be subdivide to create five new lots of one (1) acre each, provided that the location of each lot shall be approved by the Grantee prior to subdivision to ensure the conservation features of the property are not disturbed. Each lot shall have access to the permitted road under Section 14 below.

10. Conservation Practices

All agricultural or timbering operations on the Property shall be conducted in a manner consistent with a conservation plan prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service, or its successor, or by a qualified conservation professional approved by Grantee. This plan shall be updated periodically, and in any event any time the basic type of agricultural operation on the Property changes or ownership of the Property changes. All agricultural operations shall be conducted in accordance with applicable law.

11. Application of Waste Materials

The land application, storage and placement on the Property of domestic septic effluent and municipal, commercial or industrial sewage sludge or liquid generated from such sources for agricultural purposes is prohibited.

12. Forest Management

The Grantor may conduct timber harvest and forest management activities in compliance with the current "best management practices" as promulgated or defined from time to time by the State Carolina Forestry Commission and trees may be removed, cut and otherwise managed trees to control insects and disease, to prevent personal injury and property damage.

13. Mining

Exploration for, or development and extraction of, minerals and hydrocarbons from the Property by any method are prohibited.

14. Paving and Road Construction

Construction and maintenance of one (1) unpaved road to each permitted lot under Section 9 provided such road is determined by Richland County to be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property. No other portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material.

15. Hazardous Waste

No waste, or radioactive or hazardous waste, shall be placed, stored, dumped, buried, or permitted to remain on the Property.

16. Ongoing Responsibilities of Grantor and Grantee

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any other way affect any obligations of Grantor as owner of the Property, including but not limited to, the following:

(a) Taxes – Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

(b) Upkeep and Maintenance – Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

(c) Liability and Indemnification – Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability, or expense (including reasonable attorneys' fee) arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

17. Extinguishment of Development Rights

Except as otherwise reserved to the Grantor in this Easement, all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

18. Enforcement

Grantee shall have the right to enter upon the Property upon reasonable advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation.

Notwithstanding the foregoing, where Grantee in Grantee's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the conservation values of the Property, Grantee may bring an action to enjoin the violation, ex parte if necessary, through temporary or permanent injunction.

In addition to injunctive relief, Grantee shall be entitled to seek the following remedies in the event of a violation:

(a) money damages, including damages for loss of the conservation values protected by this Easement; and

(b) Restoration of the Property to its condition existing prior to such violation

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including, but not limiting to, reasonable attorneys' fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a

later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

19. Transfer of Easement

Grantee shall have the right to transfer this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code and under the S.C. Conservation Easement of 1991, provided the transferee expressly agrees to assume the responsibility imposed on Grantor by this Easement.

20. Transfer of Property

Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which it transfers or divests itself of any interest, including, without limitation, a leasehold interest, in all or a portion of the Property. Grantor shall notify Grantee in writing at least thirty (30) days before conveying the Property, or any part thereof or interest therein, to any third party. Failure of Grantor to do so shall not impair the validity of this Easement or limit its enforceability in any way.

21. Amendment of Easement

This Easement may be amended only with the written consent of Grantor and Grantee. Any such amendment shall be consistent with the Statement of Purpose of this Easement and with Grantee's easement amendment policies, and shall comply with Section 170(h) of the Code or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with all applicable state statutes or any regulations promulgated pursuant to that law. Any such amendment shall be duly recorded.

22. Extinguishment

If this Easement is extinguished by judicial proceeding, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, calculated in accordance with Paragraph 23 below. Grantee shall use its portion of said proceeds in a manner consistent with the general conservation purposes of this Easement.

23. Proceeds

The grant of this Easement gives rise to a property right, immediately vested in Grantee which, for purposes of calculating proceeds from a sale or other disposition of the Property as contemplated under Paragraph 22 above, shall have a value equal to a percentage (the "Proportionate Share") of the value of the Property unencumbered by this Easement. The Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. The Proportionate Share shall remain constant.

Unless state law provides otherwise, if this Easement is terminated and the Property is subsequently sold, exchanged, or taken in condemnation then, as required by Treas. Reg. Sec. 1.170A-14(g)(6), Grantee shall be entitled to a portion of the proceeds from the sale, exchange or condemnation equal to the Proportionate Share.

All expenses related to the termination of this Easement shall be paid out of any recovered proceeds prior to distribution of the net proceeds as provided above.

24. Interpretation

This Easement shall be interpreted under the laws of the State of South Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

25. Successors

Every provision of this Easement that applies to Grantor and Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and other successors in interest.

26. Severability

Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

27. Notices

Any notices required by this Easement shall in writing and shall be personally delivered or sent by first class mail, to Grantor and Grantee respectively at the following addresses or such other addresses as the parties may designate by notice:

To Grantor:
C.W. Haynes
C. W. Haynes & Company
717 King Street
Columbia, SC 29205

To Grantee:
Richland County Conservation Commission
P.O. Box 192
Columbia, SC 29202

28. Grantor's Title Warranty

Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances and hereby promises to defend the same against all claims that may be made against it.

29. Liens on Property

Grantor warrants that any lien existing at the time of execution of this conservation easement shall be subordinated to the easement prior to execution. No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided however, that all subsequent liens shall be subservient to the conditions of this easement.

30. Subsequent Encumbrances

The grant of any easements or use restrictions that might diminish or impair the agricultural viability or productivity of the Property or otherwise or impair the conservation values of the Property is prohibited, except with the permission of Grantee.

31. Grantor's Environmental Warranty

Grantor warrants that it has no actual knowledge of release or threatened release of hazardous substances on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability or expense (including reasonable attorney's fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

32. Perpetuation of Easement

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.

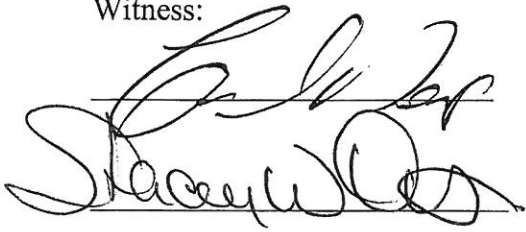
33. Acceptance

As attested by the Seal of Richland County and the signature of its Chairman affixed hereto, Grantee hereby accepts the rights and responsibilities conveyed by this Easement.

TO HAVE AND TO HOLD this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

Witness:



Grantor:

By: C.W. Haynes & Company

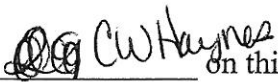
Its:

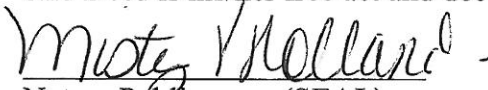


Acknowledgments

County of Richland)

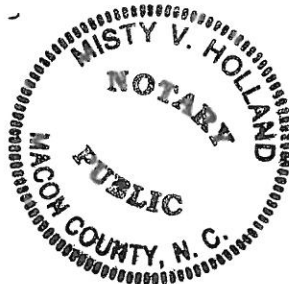
State of South Carolina,

Personally appeared before me  on this 29 day of July, 2010, and acknowledged that all material statements of fact in fact in the foregoing Deed of Conservation Easement are true to the of his/her knowledge and belief, and that the execution of said Deed is his/her free act and deed.


Notary Public (SEAL)

My commission expires:

July 13-2013



Elizabeth A. McLean

Approved As To LEGAL Form Only.

No Opinion Rendered As To Content.

Grantee:

Richland County

By

Paul Livingston

Chairman, Richland County Council

Witness:

Monique Walters

Acknowledgments

County of Richland

State of South Carolina,

Personally appeared before me Paul Livingston on this 2nd day of September, 2010, and acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed of Conservation Easement is his/her free act and deed.

Michelle Orley

Notary Public (SEAL)

My commission expires: 5-28-13

Notary Public (SEAL)

My commission expires:

ATTACHMENT A
Property Description

All that certain piece, parcel, or tract of land containing 69.85 (after reducing total acreage in tract by 2.09 acres and 5.61 acres) acres more or less near the Town of Hopkins, State of South Carolina and, as shown on plat of Cabin Creek Subdivision recorded in plat book X at pages 865 and 865A, beginning at a stake on the northeast corner of said property with the intersection of William Harris Estate and property now or formerly of S.J. Neal and following the run of Cabin Branch for 3,800 feet, more or less to the right of way of the Southern Railroad as shown on said plat; thence turning in a westerly direction along said right of way of the Southern Railroad for an undetermined distance to a point at the south west corner of said property; with the property now or formerly of Lee and Biggom and Sonja E. Biggom; thence turning and running in a northerly direction along property in Ault Acres now or formerly of Lee E. Biggom and Sonja E. Biggom (24404-06-02), Vickie and Ernest Johnson (24404-06-03), Otis and Mary W. Roberts (24404-06-06), Edgar and Vikie Osby (24404-06-07), and Viola H. Best (24404-06-08) for a combined distance of 1,011.50 feet, more or less; thence turning in a westerly direction along property now or formerly of Viola H. Best for a distance of 348.1 feet, more or less, to its intersection with Ault Road; thence along Ault Road to the southwest corner of Lot 20, Block A as shown on plat recorded in plat book X at page 865 and 865A and running in a generally easterly direction along Lots 20 and 21, Block A, right of way of Acie Ave, Lots 15 and 16, Block E, right of way of Cabin Creek Blvd, and Lot 15, Block D as shown on plat recorded in plat book X at page 865 and 865A for a combined distance of 756 feet, more or less; thence turning and running along Lots 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26, Block D for a combined distance of 770 feet, more or less; thence turning and running in a westerly direction along boundary line separating Lots 26 and 27, Block D (property now or formerly of Laura A. Cherry) for a distance of 135 feet, more or less; thence turning in a northerly direction along property now or formerly of Laura A. Cherry for an undetermined distance to its juncture with property of C.W. Haynes and Company, Inc. and thence along property of C.W. Haynes and Company, Inc. (24505-03-01) to the boundary line that separates property of C.W. Haynes and Company, Inc. from the property now or formerly of William Harris Estate thence turning and running along said boundary line in an easterly direction to the point of beginning.

Less and excepting 2.09 acres conveyed to Trustees, Saint Johns Baptist Church by deed of C.W. Haynes and Company Incorporated dated March 20, 1997, recorded July 9, 2001 in record Book 540 page 1701 and shown on plat recorded in Record Book 540 page 1704.

And further excepting 5.61 acres and Easement A and Easement B and as shown on a plat prepared for C.W. Haynes & Company, Inc. by Darryl V. Cribb dated March 30, 2010, recorded May 24, 2010 in Record Book 1607 page 2033.

This is a portion of the property conveyed to C.W. Haynes and Company, Incorporated and The Great Southern Mortgage Company by deed of National Homes Corporation dated October 4, 1971, recorded October 5, 1971 in Deed Book D-220 at Page 829 and the said The Great Southern Mortgage Company was merged into C.W. Haynes and Company, Incorporated by Articles of Merger dated May 10, 1982, recorded May 18, 1982, in Deed Book D-609 page 731.