5 ST, MICHAEL'S ALLEY

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON

HISTORIC PRESERVATION EASEMENT

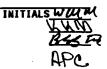
THIS DEED OF EASEMENT, made this 29^{+h} day of <u>May</u>, 1991, by and between William M. Matthew and Kathryn K. Matthew (hereinafter referred to as "Grantor") and HISTORIC CHARLESTON FOUNDATION, a non-profit corporation, organized and existing under the laws of the State of South Carolina, (hereinafter referred to as "Grantee").

<u>WITNESSETH:</u>

WHEREAS, Grantor is the owner in fee simple of certain real property, located in the City of Charleston, Charleston County, South Carolina, known as No. 5 St. Michael's Alley, T.M.S. No.458-09-03-065 (the "Protected Property") and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Protected Property is located in and has been certified as being of historic significance to the officially designated Historic Charleston District of Charleston, South Carolina, which district is a registered historic district as defined by the Internal Revenue Code of 1986, as amended; or is recognized by the United States Department of Interior through inclusion, or eligibility for listing, in the National Register of Historic Places; or is a part of a historically important land area whose

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preservation is necessary to maintain the historic integrity of the Historic Charleston District, which district contributes significantly to the cultural heritage and visual beauty of Charleston, South Carolina and should be preserved; and

WHEREAS, Grantor and Grantee recognize the historical, cultural, and aesthetic value and significance of the Protected Property, and have the common purpose of conserving and preserving the aforesaid value and significance of the Protected Property; and

WHEREAS, the grant of a preservation and conservation easement by Grantor to Grantee on the Protected Property will assist in preserving and maintaining the Protected Property and its architectural, historical and cultural value and significance; and

WHEREAS, Grantor intends, as owner of the Protected Property, to convey to Grantee the right to preserve and protect the conservation values of the Protected Property in perpetuity by granting a facade and open space conservation easement on the Protected Property to Grantee; and,

WHEREAS, Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Section 501(c)(3) and 170(h)(3) of the Internal Revenue Code of 1986, as amended, a primary purpose of which is the preservation and protection

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of the historical and architectural heritage of Charleston and its environs; and

WHEREAS, Grantor desires to grant and Grantee desires to accept, a facade and open space conservation easement with respect to the Protected Property.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of South Carolina, Grantor does hereby voluntarily give, grant, bargain and convey unto Grantee, its successors and assigns, a preservation and open space conservation easement, in perpetuity, in, on and over the Protected Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. <u>Purpose</u>. It is the purpose of the Easement to assure that the facade and open space condition of the Protected Property will be retained forever in its current condition and to prevent any use of the Protected Property that will significantly impair or interfere with the conservation values of the Protected Property.

2. <u>Description of Facade.</u> In order to make more certain the full extent of Grantor's obligations and the restrictions on the Protected Property, including the buildings, and in order to document the external nature of the buildings and the condition of the surrounding property as of

HISTORIC PRESERVATION EASEMENT

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the date hereof, attached hereto as Exhibit "B" and incorporated herein by reference are a set of photographs, reports, and other documents that parties the agree collectively depict the exterior surfaces, walls, roofs and chimneys of the buildings and the surrounding Protected Property as of the date of this Easement and which shall be used in enforcing the terms of the Easement. The documentation shall be kept on file at the offices of Grantee. The nonexistence or unavailability of the photographs, reports and other documents shall not preclude or prevent a future determination of the present state of the Protected Property by other means. The external nature of the buildings as shown in Exhibit B is hereinafter referred to as the "Facade".

The Grantor agrees at all times to maintain the Protected Property and structures thereon, and the exterior appearance of the Protected Property in a good and sound state of repair and 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 Protected Property which would affect the Protected Property's structural stability or soundness. In the event of damage to an extent that repair or reconstruction of the Protected Property is impracticable, this Easement shall remain in full force and

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effect unless terminated by court order pursuant to Paragraph 9 hereof, and the design of any replacement structures shall be subject to the Grantee's prior written approval.

3. <u>Grantor's Covenants.</u> In furtherance of this Easement, Grantor undertakes to do, (and to refrain from doing as the case may be), upon the Protected Property each of the following covenants which contribute to the public purpose of significantly protecting and preserving the Protected Property:

(a) The Protected Property shall be used only as a single-family residence and the type, use, and density of the Protected Property shall not be changed.

(b) All maintenance, rehabilitation or other work on the Protected Property permitted herein, shall be performed pursuant to "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings", issued and as may be amended from time to time by the Secretary of the United States Department of the Interior, and by the "Exterior Preservation and Restoration Guidelines" and other written guidelines of Historic Charleston Foundation, as may from time to time be amended (hereinafter the "Standards"). A copy of the Standards shall be kept on file at the offices of the Grantee. Grantee shall notify Grantor whenever it learns that the Standards have been amended.

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(c) Grantor agrees at all times to maintain the Protected Property, the buildings thereon and the Facade in a good and sound state of repair and to perform such maintenance as is necessary to prevent deterioration.

(d) The Protected Property shall not be subdivided nor converted to any form of horizontal property regime and the Protected Property shall not be devised or conveyed except as one parcel.

(e) Grantor shall not undertake any of the following actions without the prior written permission of Grantee:

(i) Increase or decrease the height or width of theFacade or the buildings;

(ii) Adversely affect the structural stability and soundness of the Facade;

(iii) Make any changes in the Facade which would alter the present appearance of the Facade or of any of the improvements, including any construction, remodeling, alteration, removal, repainting, refinishing or any other physical or structural change in the color or surfacing of the Facade, with the exception of ordinary maintenance;

(iv) Extend any existing buildings or structures or erect, construct or move any new or additional buildings or structures on the Protected Property or in the open space above the Protected Property, except temporary structures

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required for the maintenance or rehabilitation of the Protected Property;

(v) Perform any abrasive cleaning, chemicalcleaning, sealant or water proofing on the Protected Property;

(vi) Display signs, billboards, awnings or other advertising on the Protected Property, except such plaques or other markers for (i) commensurating the historic significance of the Protected Property or the grant of this Easement, or (ii) indicate no more than the street address and names of the occupants of the Protected Property, or (iii) are necessary to direct pedestrians or vehicular traffic.

(vii) Construct, alter or remove of any above or below ground features of the Protected Property including but not limited to, gardens, fountains, wells, cellars, walkways, brickwork or walls, fences, gates, swimming pools and driveways.

(viii) Make topological changes on the Protected Property, including but not limited to excavation below twelve (12") inches, and removal of topsoil, sand, gravel, rock or any other materials, provided, however, that Grantor may apply permeable materials necessary to prevent or correct erosion. 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.

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(ix) Remove, destroy or cut down any trees, greater than eight (8") inches in diameter; remove, destroy or cut down any shrubs or other vegetation on the Protected Property; provided, however, that Grantor may with prior written approval from Grantee, undertake such landscaping of the Protected Property as is compatible with the preservation and conservation purposes of this Easement and which may involve alteration of present landscaping. Grantor may also remove dead and/or diseased trees, shrubs or vegetation which present a threat of fire or infestation to the Protected Property. In all events, Grantor shall maintain trees, shrubs, other vegetation and lawn in good manner and appearance in conformity with normal forestry practices.

(x) Dump, accumulate or store ashes, trash, garbageor any other unsightly or offensive materials on the ProtectedProperty.

(xi) Allow any new above ground utility transmissionlines.

(xii) Operate excess exterior lighting other than standard outdoor lighting that normally accompanies the reasonable use of residential structures on the Protected Property.

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(f) Grantor shall not undertake any activity on the Protected Property which would obstruct or alter the opportunity of the public to view the exterior architectural



features of any building, structure or improvement of the Protected Property from adjacent publicly accessible areas such as public streets.

Standards for Review. 4. Grantee shall apply the standards set forth in paragraph 3(b) hereinabove in exercising any authority created by this Easement to inspect the Protected Property, to review any construction, alteration, repair or maintenance; to review casualty damage or to reconstruct or approve reconstruction of the Protected Property following casualty damage. In the event the Standards are abandoned or materially altered or otherwise become, in the sole judgment of Grantee, inappropriate for the purposes set forth in this Easement, the Grantee may apply reasonable alternative standards and notify Grantor of the substituted standards.

5. <u>Inspection.</u> Grantor hereby agrees that representatives of Grantee shall be permitted to inspect the Protected Property including buildings, in order to ensure the effective enforcement of this Easement. Such inspection shall take place after reasonable notice to Grantor and at a time mutually agreed upon by Grantor and Grantee.

6. <u>Grantee's Remedies.</u> If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action

NISTORIC PRESERVATION EASEMENT



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sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Protected Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation within thirty (30) days, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, including damages for loss of preservation and conservation values, and to require restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action to the Protected Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Protected Property, Grantee may pursue its remedies under this paragraph

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without prior notice to Grantor or without waiting for the Grantee's rights under this period to cure to expire. paragraph shall apply equally in the event of actual or threatened violations of the terms of this Easement and Grantor agrees that if Grantee's remedies at law for any violation of the terms of this Easement are inadequate, that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and in addition to all remedies now or hereafter existing in law or in equity.

7. <u>Costs of Enforcement.</u> Any cost incurred by Grantee in enforcing the terms of this Easement against Grantor, including without limitation, cost of suit and attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. Grantee shall have the right to place a lien against the Protected 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. Any such liens

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of Grantee shall be subordinate to the lien of any valid mortgage of record placed on the Protected Property.

8. Casualty Loss. In the event that the Protected Property or any part thereof shall be damaged or destroyed by casualty, the Grantor shall notify the Grantee in writing within one (1) day of the damage or destruction, such notification including what, if any, emergency work has already been completed. For purposes of this instrument, the term "casualty" is defined as such sudden damage or loss as would qualify for a loss deduction pursuant to Section 165(c)(3) of the Code (construed without regard to the legal status, trade, or business of the Grantor or any applicable dollar limitation). No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Protected Property and to protect public safety, shall be undertaken by Grantor without the Grantee's prior written approval of the work. Within four (4) weeks of the date of damage or destruction, the Grantor shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer, if required, acceptable to the Grantor and the Grantee which shall include the following:

Sinkler & Boyd Professional Association 160 East Bay Street Charleston, SC 29401 (a) an assessment of the nature and extent of the damage;
(b) a determination of the feasibility of the restoration
of the Facades and/or reconstruction of damaged or destroyed
portions of the Protected Property; and

MISTORIC PRESERVATION EASEMENT



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(c) a report of such restoration reconstruction work necessary to return the Protected Property to the condition existing at the date thereof or of the completion of any required work as set forth in the Easement. If in the opinion of the Grantee, after reviewing such report, the purpose and will be served by such intent of the Easement restoration/reconstruction, the Grantor shall within eighteen (18) months after the date of such change or destruction complete the restoration/reconstruction of the Protected Property in accordance with plans and specifications consented to by the Grantee up to at least the total of the casualty insurance proceeds. Grantee has the right (but no obligation) to raise funds toward the costs of restoration of partially destroyed Protected Property above and beyond the total of the casualty insurance proceeds as may be necessary to restore the appearance of the Facade, and such additional costs shall constitute a lien on the Protected Property until repaid by Grantor.

9. <u>Grantee's Remedies Following Casualty Loss.</u> The foregoing not withstanding, in the event of damage resulting from casualty, as defined at Paragraph 8, which is of such magnitude and extent as to render repairs or reconstruction of the Protected Property impracticable using all applicable insurance proceeds, as determined by Grantee by reference to bona fide cost estimates, then

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(a) Grantee may elect to reconstruct the Protected Property using insurance proceeds, donations, or other funds received by Grantor or Grantee on account of such casualty, but otherwise at its own expense (such expense of Grantee to constitute a lien on the premises until repaid in full); or

(b) Grantee may elect to choose any salvageable portion of the Facade and remove it from the premises, extinguish the Easement pursuant to Paragraph 13, and this instrument shall thereupon lapse and be of no further force and effect, and Grantee shall execute and deliver to Grantor acknowledged evidence of such fact suitable for recording in the land records of Charleston County, South Carolina, and Grantor shall deliver to Grantee a good and sufficient Bill of Sale for such salvaged portions of the Facade.

(c.) If in the opinion of the Grantee, restoration/reconstruction would not serve the purpose and intent of the Easement, then the Grantor shall continue to comply with the provisions of the Easement and obtain the prior written consent of the Grantee in the event the Grantor wishes to alter, demolish, remove, or raze the Buildings, and/or construct new improvements on the Protected Property.

Sinkler & Boyd Professional Association 160 East Bay Street Charleston, SC 29401 10. <u>Grantee's Discretion</u>. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this



Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

11. <u>Condemnation</u>. If the Protected Property is taken, in whole or in part, by exercise of the power of eminent domain by public, corporate or other authority, so as to abrogate the restrictions imposed by this Easement, the Grantor and Grantee shall join in appropriate action at the time of such taking to recover the full value of the Protected Property taken and all incidental or direct damages resulting therefrom. The net proceeds shall be distributed among the Owners of the Protected Property and the Grantee in shares proportionate to the fair market value of their interest in the Protected Property on the date of the execution of this Easement. The Grantee shall use its share of the proceeds in a manner consistent with the Conservation Purposes set forth herein.

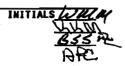
Sinkler & Boyd Professional Association 160 East Bay Street Charleston, SC 29401 12. <u>Extinguishment.</u> Grantor and Grantee recognize that unexpected changes in the conditions surrounding the Protected Property may make impossible the continued ownership or use of the Protected Property for preservation and conservation



purposes. In such event, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. 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 Protected Property as a whole at the date of donation of the Easement. Grantee agrees to apply all of the net proceeds which 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 of Charleston, South Carolina and its environs.

13. Insurance. Grantor shall keep the Protected Property insured for the full replacement value against loss from the perils commonly insured under standard fire and extended comprehensive general liability policies and coverage insurance against claims for personal injury, death and property damage of a type and in such amounts as would, in the opinion of Grantee, normally be carried on a property such as the Protected Property covered by a preservation and conservation easement. Such insurance shall include Grantee's interest and name Grantee as an additional insured and provide for notice to Grantee before cancellation. Furthermore, Grantor shall deliver to Grantee fully executed copies of such

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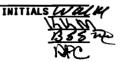
insurance policies evidencing this insurance coverage at the commencement of this Easement and new or renewed policies at least ten (10) days prior to the expiration of such policy. Grantee shall have the right to provide insurance at the Grantor's expense should the Grantor fail to obtain same. In the event the Grantee obtains such insurance, the cost of such insurance shall be a lien on the Protected Property until repaid by Grantor.

14. <u>Costs and Liabilities</u>. The Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property.

15. <u>Taxes.</u> Grantor agrees to pay or cause to be paid any real estate taxes, assessments, user fees, water and sewer charges and special taxes and assessments levied by competent authorities on the Protected Property.

16. Liens. Grantor warrants to Grantee that no lien, encumbrance or mortgage exists on the Protected Property as of the date hereof. Grantor agrees to subordinate any subsequent mortgage he may obtain on the Protected Property to the rights of Grantee to enforce the purposes of this Easement. Grantor shall cause to be satisfied or released any lien or encumbrance that may hereafter come to exist against the Protected Property which would have priority over any of the rights, title or interest of Grantee.

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Hold Harmless. The Grantor shall hold harmless, 17. indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or any other matter related to or occurring on or about the Protected Property, regardless of cause, unless due solely to the gross negligence or recklessness of any of the Indemnified Parties; (2) the obligations specified in paragraphs 14 and 16; and (3) the existence or administration of this Easement.

18. <u>Buccessors</u>. The covenants, terms, conditions, obligations, reservations and restrictions of this Easement shall be binding upon, and inure to the benefit of the Grantor and Grantee and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Protected Property; provided however the benefits shall be in gross and assignable only to an eligible donee as defined in IRS Code Section

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170(h) and accompanying regulations as that section may be amended from time to time.

19. Access. Although this facade and open space conservation easement will benefit the public in ways recited above, nothing herein shall be construed to convey a right to the public, for access or use of the Property by the public, and the Grantor, his heirs, successors or assigns, shall retain exclusive right of access and use, subject only to the provisions of this Easement.

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

21. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under the laws of the State of South Carolina. As a condition of such transfer, Grantee (or its successor or assigns) must require the transferee to carry out the purposes of this Easement.

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22. <u>Delegation</u>. Grantee agrees that it will hold this Easement "exclusively for conservation purposes" as that term is defined in the Internal Revenue Code of 1986, and the accompanying Treasury regulations, as they may be amended from time to time. Subject to the foregoing, Grantee reserves the right to delegate all or a part of its responsibilities hereunder to other public entities or organizations if the Grantee determines that such delegation furthers the public purposes of this Easement.

23. <u>Merger</u>. In the event the fee simple interest and the interests created by this Easement become merged in the Grantee any reconveyance by Grantee of the Protected Property shall be made subject to the provisions of this Easement.

24. <u>Subsequent Transfers</u>. The Grantor agrees that a clear reference to this Easement will be inserted in any subsequent deed, or other legal instrument, by which the Grantor divests himself of either the fee simple title to or his possessory interest in the Protected Property, and that the Grantor or his representative will notify Grantee, its successors or assigns of any such conveyance in writing by mail within fifteen (15) days after closing.

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25. <u>Dissolution of Grantee</u>. In the event that Grantee ceases to exist or exists but no longer as a tax-exempt nonprofit organization, qualified under Section 501(c)(3) and 170(h)(3) of the Internal Revenue Code of 1986, as



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amended, terminated then this Easement shall automatically become vested in the following tax-exempt nonprofit organizations as successors in interest to the Grantee, in the order of priority as listed below:

1. The Charleston Museum

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Sinkler & Boyd Professional Association 160 East Bay Street

Charleston, SC 29401

- 2. The Carolina Art Association
- 3. City of Charleston, South Carolina

26. Notices. Any notice, demand, request, consent, approval, or communication required in this Conservation Easement shall be sent by first class mail to the following addresses or such address as may be hereafter specified by notice in writing:

Grantor: William M.Matthew and Kathryn K. Matthew 5 St.Michael's Alley Charleston, SC 29401

Grantee: Historic Charleston Foundation 51 Meeting Street Charleston, SC 29401

27. <u>Controlling Law</u>. The interpretation and performance of the Easement shall be governed by the laws of the State of South Carolina.

28. <u>Recordation</u>. Grantee shall record this instrument in timely fashion in the official records of Charleston County, South Carolina and may record it at such time or other place as may be required to preserve its rights in this Easement.

29. <u>Liberal Construction</u>. Any general rule of construction to the contrary notwithstanding, this Easement



shall be liberally construed in favor of the grant to effect the purpose of this Easement. 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.

30. <u>Severability</u>. In the event any provision of this easement is held to be invalid or for any reason becomes unenforceable, all remaining terms shall remain valid and binding.

31. <u>Entire Agreement</u>. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

32. <u>No Forfeiture</u>. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

33. <u>Termination of Rights and Obligations</u>. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

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34. <u>Captions</u>. The captions in this instrument have been inserted solely for convenience of reference and are not a



part of this instrument and shall have no effect upon construction or interpretation.

35. <u>Counterparts</u>. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD, all and singular, this Grant of Conservation Easement over said premises, unto said Historic Charleston Foundation, its successors and assigns, forever.

Sinkler & Boyd Professional Association 160 East Bay Street Charleston, SC 29401



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	IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 29^{H} day of May , 1991	
	SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	
	Marie C. Sielen	GRANTOR:
	Dan C Digo	William M. Matthew WILLIAM M. MATTHEW
	Juitin J. Dato	KATHRYN K. MATTHEW
(GRANTEE:
		HISTORIC CHARLESTON FOUNDATION
	Marie C. Sielen	BY: Sachman S. Smith B Its: Prest Dent BY: Arrelic P. Cathcart
	Jucking . Jown	
		Its: Secretary
Sinkler & Boyd Professional Association		
160 East Bay Street Charleston, SC 29401		
	HISTORIC PRESERVATION EASEMENT	INITIALS//14/14 13.55 Pr
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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named William M. Matthew and Kathryn K. Matthew sign, seal and as their act and deed, deliver the within written instrument and that (s)he with the other witness named above, witnessed the execution thereof.

SWORN to before me this 29th day of May, 1991.

oppeler S. (L.S.) Notary Public for South Carolina

My Commission Expires: 5/19/96

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named HISTORIC CHARLESTON FOUNDATION, By Bachman S. Smith, III, its President, and By Amelia P. Cathcart, its Secretary, sign, seal, and as its act and deed, deliver the within written instrument and that (s)he with the other witness named above, witnessed the execution thereof.

SWORN to before me this 29th day of May, 1991.

M (L.S.)

Sinkler & Boyd Professional Association 160 East Bay Street Charleston, SC 29401

Notary Public for South Carolina My Commission Expires: 5/19/96

HISTORIC PRESERVATION EASEMENT



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EXHIBIT A

ALL that lot, piece or parcel of land, situate, lying and being on the south side of St. Michael's Alley in the City of Charleston, State of South Carolina known and designated as 0.14 acre, more or less, as shown on that certain plat prepared by John McCrady, Jr. entitled "Survey Showing No. 5 St. Michael's Alley, Property of Olive McGowan Matthew, City of Charleston, Charleston County, SC" dated March 28, 1984, and recorded in Plat Book BA, page 128, in the RMC Office for Charleston County. HAVING such metes, bounds and dimensions as will be reference to said plat more fully and at large appear.

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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 at the Historic Charleston Foundation, 51 Meeting Street, Charleston, South Carolina 29401.

Exhibit B consists of the following documents, each of which has been initialed by the Grantor(s) and dated Mac_{4} 1991

McGowan House:

- 1. St. Michael's Alley Streetscape looking North
- 2. Looking North across drive and Wall to St. Michael's Alley
- 3. Streetfront, North elevation
- 4. North elevation
- 5. East elevation of rear sleeping porch wing
- 6. Detail of portico
- 7. Southwest corner of rear sleeping porch wing
- 8. South elevation of rear sleeping porch wing
- 9. Rear courtyard looking south
- 10. Detail of Front, northwest corner
- 11. South corner, Rear elevation
- 12. South (rear) elevation showing enclosed sleeping porch wing
- 13. View showing East elevation
- 14. View showing West elevation

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