

4/1 King

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

DEED OF CONSERVATION EASEMENT

THIS DEED OF EASEMENT, MADE THIS 30th DAY OF DECEMBER, 1983, BETWEEN NATHANIEL L. BARNWELL, AS GRANTOR AND PARTY OF THE FIRST PART, AND HISTORIC CHARLESTON FOUNDATION, INC., A NON-PROFIT CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA AS GRANTEE AND PARTY OF THE SECOND PART.

W I T N E S S E T H:

WHEREAS, Grantor is the Owner of certain real property, hereinafter described, in the City of Charleston, Charleston County, South Carolina; and

WHEREAS, such real property is within the bounds of the officially designated Historic District of Charleston, South Carolina and/or recognized by the United States Department of Interior through inclusion in the National Register of Historic Places and/or is significant in American history and culture and constitutes an important element in the architectural ensemble of the Charleston Old and Historic District, which district contributes significantly to the cultural heritage and visual beauty of Charleston, 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 Charleston and its environs; and

WHEREAS, Grantor desires to grant and Grantee desires to accept, a facade (and/or open space) conservation easement with respect to the hereinafter described real property.

WHEREAS, Grantor has agreed to make a charitable gift of a qualified conservation contribution in the form of this Deed of Easement, as hereinafter contained, with respect to the above property, in order to further the preservation and conservation of the property and the goals of Grantee.

NOW, THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR, in hand paid by Grantee to Grantor, and in consideration of the recitals and agreements contained herein, Grantor does hereby grant, sell and convey to Grantee, its legal successors and assigns, a facade (and/or open space) conservation easement, in perpetuity, in, on and over, and the right to restrict the use of, the following property, more particularly described as:

ALL that lot, piece or parcel of land with the buildings and improvements thereon, situate, lying and being on the West side of King Street in the City of Charleston, County of Charleston, and State aforesaid, between Tradd and Lamboll Streets as is more fully shown and designated on a plat of the said property made by J. O'Hear Sanders, Jr., dated June 23, 1954, and recorded on July 7, 1954, in Book V-58, Page 295, R.M.C. Office for Charleston County. The lot hereby conveyed is enclosed by red lines as shown on said plat and is the area enclosed by the lines AB, BC, CD, and DA, the premises hereby conveyed BUTTING AND BOUNDING AND MEASURING AND CONTAINING as follows: To the East on King Street, fifty and three-tenths (50.3') feet; to the North along the northernmost edge of brick or masonry contained in said dwelling, on

lands of Gabrielle McC. Wilson, Grantor herein, one hundred thirty-four and eighty-five hundredths (134.85') feet; to the West on lands of Gabrielle McC. Wilson, fifty-one and three-tenths (51.3') feet; and to the South on lands of F. J. Brenner, one hundred thirty-four and eighty-five hundredths (134.85') feet; be the said dimensions a little more or less as by reference to said plat will appear together with an easement for overhanging gutters, eaves, vents, shutters and chimneys as shown on the said plat.

BEING a portion of the premises conveyed to Gabrielle McC. Wilson herein by deed of Victor Morawetz dated June 1, 1936, and recorded in the R.M.C. Office for Charleston County in Book X-38, page 395.

The restrictions hereby imposed on the use of the property shall be a qualified conservation contribution in accord with Section 170(h) of the Internal Revenue Code (1954 - as amended). Grantor covenants on behalf of himself, his successors and assigns, such covenants and restrictions upon the premises as set forth below. Grantor hereby grants the following such covenants and restrictions to run with the land in perpetuity and to be referred to in any subsequent conveyance of the interest of the Grantor, although failure to so refer shall not impair the easement:

I. 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 facade or any of the improvements; or (b) any sandblasting or abrasive cleaning; or (c) the exterior extension of the existing structures 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, refinishing of the facade 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 which will leave unchanged the appearance of the facade as it exists at this date or as it existed at the time the improvements were first used; and provided, further, that no signs, billboards, or advertising shall be placed upon said premises, except in (i) such plaques or other markers for commemorating the historic importance of the premises or the grant of this easement, or (ii) are necessary to direct pedestrians or vehicular traffic, or (iii) indicate no more than the street address and the names of the occupants of the premises, unless suitable signage has previously been reserved for commercial activities within the Grantor's structure. (d) For purposes of this grant of easement, the "facade" of the improvements on the property consists of the surfaces of all improvements, including without limitation, the exterior walls, roofs and chimneys, as depicted in the written description and in the photographs or drawings as attached hereto as Exhibit A. These photographs or measured drawings shall be kept on file with the Grantee with an appropriate inscription and with the initials of the Grantor and an agent of the Grantee. It is the intent of the parties that these photographs or drawings shall constitute a convenient record of the present state of the building and property referred to in this deed of easement, as of the date of this deed

of easement, and shall be used as the primary evidence of the present state, in enforcing the terms of this deed of easement; provided, however, that the nonexistence or unavailability of these photographs shall not preclude or prevent a future determination of the present state by any other means for evidence thereof.

II. The Grantor agrees at all times to maintain the lot and structure herein described, and the exterior appearance of the property in a good and sound state of repair and no extension, additional structures, or change shall be permitted except that, in the event of damage resulting from casualty loss to an extent rendering repair or reconstruction of the existing improvements impracticable, erection of a comparable structure, the design of which shall be subject to prior approval of Grantee, shall be permitted.

III. Without the prior express written consent of Grantee, the type, use and density of the property shall not be changed.

IV. Without the prior express written consent of Grantee, the property shall not be subdivided, nor any portion less than all the property be conveyed.

V. Without the prior express written consent of Grantee, no new aboveground utility transmission lines hereafter may be erected on said land.

VI. Grantee, in order to insure the effective enforcement of this easement, shall have, and Grantor hereby grants to it, the following rights:

(a) Grantor agrees that the officers of Grantee and/or a person or persons, delegated by them, shall be permitted annually, at a reasonable time, to come upon the premises to inspect for violation of any of the covenants of the deed of easement.

(b) In the event of a violation of this easement, and upon reasonable notice of Grantor, (i) the right to institute legal proceedings to enjoin by ex parte, temporary and/or permanent injunction, to require the restoration of the premises to their prior condition, to be reimbursed for all costs and attorneys fees, and to avail itself of all other legal and equitable remedies; (ii) the right to enter upon the premises at a reasonable time and upon ten days' advance notice and correct such violations and hold Grantor responsible for the cost thereof; and (iii) the right to place a lien against the property to secure the payment of any obligations arising under this paragraph.

(c) Grantor acknowledges that Grantee has an inadequate remedy at law.

VII. This easement shall survive any termination of Grantee's existence. The rights of Grantee under this instrument then shall be run for the benefit of and may be exercised by its legal successors, the Charleston Museum and in the event of any termination of the Charleston Museum's existence, then the Carolina Art Association and in the event of any termination of the Carolina Art Association, then the City of Charleston, South Carolina.

VIII. In the event that Grantee should at some future date acquire full title to the subject property and merger of titles should occur, any reconveyance by Grantee of subject property shall occur subject to the provisions of this easement.

IX. Grantor, for himself, his heirs and assigns, agrees that Grantee, its successors and assigns, 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, with design approved by the Board of Architectural Review and any other applicable authority pursuant to established procedure, giving notice of the grant of this easement.

X. Although this facade (and/or 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 to access and use, subject only to the provisions herein recited.

TO HAVE AND TO HOLD, ALL AND SINGULAR, THIS GRANT OF CONSERVATION EASEMENT OVER SAID PREMISES, UNTO SAID HISTORIC CHARLESTON FOUNDATION, FOREVER.

IN WITNESS WHEREOF, the parties have hereunto set their Hands and Seals this 30th day of December, 1983.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

Marguerite A. Rivers
Jean S. Gless

BY: Nathaniel L. Barnwell
GRANTOR

HISTORIC CHARLESTON FOUNDATION, ^{INC}GRANTEE

BY: Frances B. Edmunds

BY: Lawrence A. Walker
^{Secretary}
^{Vice President}

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

BEFORE ME personally appeared Marguerite A. Rivers and made oath that she saw the within named NATHANIEL L. BARNWELL sign, seal, and as his act and deed, deliver the within written

Deed of Conservation Easement; and that she with Jean S. Hess
witnessed the execution thereof.

SWORN to before me, this 30th
day of December, A.D. 1983.

Marguerite A. Rivers

Jean S. Hess (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: May 3, 1992

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me Jonathan H. Poston, who, on
oath says that he saw the within named Historic Charleston Foundation,
Inc. by Lawrence A. Walker, its Vice President, sign the within Deed
of Conservation Easement, and Frances R. Edmunds, its Secretary
attest the same, and the said Corporation, by said officers, seal said
Deed of Conservation Easement, and, as its act and deed, deliver the same,
and that he with Sally F. Rains witnessed the execution thereof.

SWORN to before me this 30th
day of December, A.D. 1983.

Jonathan H. Poston

Norman W. Stevenson (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 12/1/89

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

I, Jean S. Hess, a Notary Public, do hereby certify
unto all whom it may concern, that Mrs. Anna R. Barnwell, the wife of the
within named Nathaniel L. Barnwell, did this day appear before me, and
upon being privately and separately examined by me, did declare that she
does freely, voluntarily and without any compulsion, dread or fear of any
person or persons whomsoever, renounce, release and forever relinquish
unto the within named Historic Charleston Foundation, Inc., its successors
and assigns, all her interest and estate, and also all her right and claim
of Dower, of, in or to all and singular the premises within mentioned and
released.

Given under my Hand and Seal this
30th day of December, A.D. 1983

Anna R. Barnwell
Anna R. Barnwell

Jean S. Hess (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: May 3, 1992

BARNWELL, WHALEY,
PATTERSON
120 MEETING STREET

BK E 134 PG 212

Postage 5.00
.25

BARNWELL, WHALEY,
PATTERSON
120 MEETING STREET

FILED, INDEXED & RECORDED

E134-212

1883 DEC 30 PM 1:00

ROBERT N. KING
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, S.C.

N. L. Barnwell
21 Broad St.
Chas., S.C.,
29401

Recorded this 30th day of Dec. 1983
~~On Property Record Card~~

Pauline S. Koger

Auditor Charleston County