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39 Society

STATE OF SOUTH CAROLINA }
COUNTY OF CHARLESTON }

CONSERVATION EASEMENT

WHEREAS, the Grantor(s), MARTHA L. ROTHROCK AND R. HENRY MOORE, IV (is) (are) the owner(s) in fee simple of improved real property, consisting of building(s) and lot located at 39 Society Street in the City of Charleston in the County and State aforesaid, (hereinafter "the Premises") and is more particularly described below; and

WHEREAS, the Grantee, THE PRESERVATION SOCIETY OF CHARLESTON, is a nonprofit corporation organized pursuant to the laws of the State of South Carolina, and existing to further the preservation of architectural, historical and cultural heritage of the City of Charleston by stimulating, encouraging and assisting individuals and organizations undertaking and preservation of architecturally, historically and culturally significant residences and other properties by private and public means; and

WHEREAS, the Grantee is classified as a Section 501 (c) (3) organization under the Internal Revenue Code of 1956 and is authorized to accept qualified interests in real property within the meaning of Section 170 (h) and other pertinent parts of the Internal Revenue Code in order to protect property significant in history and culture; and

WHEREAS, the Premises is located within the Old and Historic District of Charleston, South Carolina, which district is a registered historic district and the Premises has been (or will be) certified by the Secretary of the Interior to the Secretary of the Treasury as being of historic significance to the district within the meaning of Section 170 (h) (4) (B) of the Internal Revenue Code of 1956; and

WHEREAS, the grant of a conservation easement on the Premises by Grantor(s) to Grantee will assist in preserving and maintaining the Premises and the architectural, historical and cultural heritage of the City of Charleston; and

WHEREAS, to this end, Grantor(s) desire(s) to grant to Grantee and Grantee desires to accept a conservation easement on the Premises.

THIS EASEMENT IS SUBJECT TO ARBITRATION PURSUANT TO CHAPTER 47 (SECTION 15-4-10 ET.SEQ.) OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED.

YOU WILL FURTHER NOTE THAT AS PROVIDED HEREIN SAID ARBITRATION IS BINDING UPON THE PARTIES HERRETO.

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NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT

MARTHA L. ROTHROCK AND R. HENRY MOORE, IV
 NAME(S) OF GRANTOR(S)

in the State and County aforesaid, in consideration of the sum of Ten (\$10.00) Dollars in hand paid at and before the sealing of these Presents by the Preservation Society of Charleston in the State aforesaid, the receipt of which is hereby acknowledged and further consideration being a charitable gift of this interest in said Premises to The Preservation Society of Charleston this Conservation Easement in and to that certain real property and the exterior surfaces of improvements situated thereon more particularly described as

ALL that lot of land, with the buildings thereon, situate, lying and being on the south side of Society Street, known formerly as Number 5, but now known as number 39, in the recent numbering of the City; more particularly described as follows:

Beginning at a point on the south side of Society Street 119.95 feet from the corner of Society and Anson Streets, 5.5 feet from the face of the curb of Society Street, thence south 104.10 feet, thence northeast 37.00 feet, thence northwest 104.50 feet to a point which is 5.1 feet from the face of the curb of Society Street, thence west 36.93 feet to the point of beginning. Said property is bounded to the north by Society Street, to the east by land formerly of Mary Smith and Thomas Roddy now known as Number 35 Society Street belonging to Coker and Associates, on the west by Number 41 Society Street formerly of Robert Venning and Julia Armstrong now of Edna McManiman, and to the south by land formerly of McLaughlin and Phillips now known as Number 20 Wentworth Street of Insko, Inc., Number 18 Wentworth Street of Henry Lee, Jr. and Number 14 and 16 Wentworth Street of Ericolas Investments.

The same premises conveyed to W.T. Jeffords by James P. Allen by deed dated June 7, 1920 and later conveyed by Master's Deed to Helen Jeffords dated March 5, 1927 and recorded in Book W-33, page 64, on March 8, 1927 in the RMC Office for Charleston County and by deed of Helen B. Jeffords, to Paul J. Craven, Sr., dated June 18, 1951 and recorded June 18, 1951 in Book U-53, page 501 in the RMC Office aforesaid.

Being the same premises conveyed to Gerald R. Coker by deed of Rothrock Construction, Inc., dated of even date herewith and recorded September 30, 1982, in Book O 129, at page 62, RMC Office aforesaid.

Said lot shown and designated on a plat entitled "Plat of a Survey of Occupation of Number 39 Society Street, City of Charleston, South Carolina conveyed to Martha Rothrock" by Herbert A. Niemyer, Jr., C.E.&L.S. dated September 27, 1982, and recorded September 30, 1982, in the Book Au, page 35, in the RMC Office for Charleston County; said plat of survey being incorporated herein.

The easement granted herein, of the nature and character hereinafter

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further expressed, shall constitute a binding servitude upon said Premises of the Grantor, and to that end Grantor covenants on behalf of himself, his successors and assigns, with Grantee, its successors and assigns, such covenants being deemed to run as a binding servitude, in perpetuity, with the land, to do (and refrain from doing) upon the premises each of the following stipulations, which contribute to the public purpose in that they aid significantly in the preservation of the historic property:

(1) The exterior surfaces of improvements (including without limitation, the exterior walls, roofs and chimneys) on the subject Premises are those depicted in the photographs attached hereto and incorporated herein as Exhibit "A" being essentially those exterior surfaces of improvements on the aforesaid premises but in the event of uncertainty, the exterior surfaces of improvements visible in the photographs in Exhibit "A" shall control. Without the express written permission of the Grantee, its Successors or Assigns, signed by a duly authorized representative thereof, no construction, alteration, or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Premises which would affect either the exterior surfaces herein described, or increase the height, or alter the exterior facade (including, without limitation, exterior walls, roofs and chimneys) or the appearance of the buildings located thereon, insofar as they are depicted in the photographs attached hereto and incorporated herein as Exhibit "A" or which would adversely affect the structural soundness of the Premises, provided, however, that the reconstruction, repair, repainting or refinishing of presently existing parts or elements of the lot and improvements subject to this Conservation Easement, damage to which has resulted from casualty loss, deterioration, or wear and tear, shall be permitted without the prior approval of Grantee, provided that such reconstruction, repair, repainting or refinishing is performed in a manner which will not alter the appearance of those elements of the building subject to this easement as they are as of this date. Grantor, in cleaning or painting the exterior of the building on the Premises, agrees to obtain the prior written consent of Grantee, its Successors or Assigns, signed by a duly authorized representative thereof, as to the cleaning process to be employed or the color of paint to be used if different from that presently existing. In all events, Grantor agrees to refrain from sandblasting or other forms of abrasive cleaning. Grantor may restore to its original condition and appearance the exterior trim, woodwork, and balustrades to the extent that the original condition and appearance can be determined. Grantor agrees at all times to maintain the lot and structure herein described, and the exterior appearance of the Premises (including, without limitation, the exterior walls, roofs, and chimneys of the buildings located thereon) in a good and sound state of repair, subject to the casualty loss provisions in (4) below.

(2) The property shall be used only for those purposes allowed under the current zoning and use ordinances and regulations of the City of Charleston in effect at the time of this grant but in no event shall any industrial activities be carried on the property.

(3) The property shall not be further subdivided into

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more units or divided interests of ownership (other than tenancies in common or joint tenancies) than presently allowed by current zoning and use ordinances and regulations of the City of Charleston in effect at the time of this grant.

(4) No extension of the existing structure or erection of additional structures 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 by Grantee, shall be permitted.

(5) No new utility transmission lines, except those required for the existing residence(s), may be created on said land, or to replace those presently existing.

(6) No dumping of ashes, sawdust, bark, trash, rubbish or any other unsightly or offensive materials which are visible from public roads or streets shall be permitted on the property.

(7) No topographical changes, including but not limited to excavation and the cutting of trees greater than eight inches in diameter (except when dead or dangerously decayed), shall occur upon the property.

(8) Grantor hereby agrees that representatives of Grantee, its Successors or Assigns, shall be permitted at all reasonable times to inspect the property. Inspections will normally take place from the street; however, Grantor agrees that representatives of Grantee, its Successors or Assigns, shall be permitted to enter on the premises and inspect the improvements to insure maintenance of structural soundness; inspection of the improvements will not, in the absence of evidence of deterioration or unauthorized alterations, take place more often than annually. Inspection of the improvements will be made at a time mutually agreed upon by Grantor and Grantee, its Successors or Assigns and Grantor covenants not to withhold unreasonably, his consent in determining a date and time for such inspection.

(9) In the event of a violation of any covenant or restriction herein, the Grantee, its Successors or Assigns, may, following reasonable notice to Grantor, institute suit(s) to enjoin by ex parte, temporary, and/or permanent injunction, such violation and to require the restoration of the Premises to their prior condition, or in the alternative, representatives of the Grantee, its Successors or Assigns, may enter upon the Premises, correct any such violation, and hold Grantor, his Successors or Assigns, responsible for the cost thereof. Grantee, its Successors or Assigns, shall also have available all legal and equitable remedies to enforce Grantor's obligations hereunder, and in the event Grantor is found to have violated any of his obligations, Grantor shall reimburse Grantee, its Successors or Assigns, for any cost or expenses incurred in connection therewith, including court cost and attorney fees.

(10) Grantor agrees that this easement will be

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restrictions imposed and agreed to as aforesaid, shall not only be binding upon Grantor but also upon his Successors, Heirs and Assigns, and all other successors in interest to his and shall continue as a servitude running in perpetuity with the land and shall survive any termination of Grantor's or Grantee's existence. Grantor hereby binds himself, his Successors, Heirs and Assigns, Executors and Administrators to warrant and forever defend, all and singular, this said Conservation Easement unto the said Preservation Society of Charleston, its Successors and Assigns, against himself and his Successors, Heirs and Assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor(s) has(have) executed, sealed and delivered this Conservation Easement; and said Grantee has caused these presents to be accepted, and signed in its corporate name by Henry Caithers and attested by its Secretary, and its corporate seal to be hereunto affixed, and does hereby constitute and appoint Henry Caithers its true and lawful Attorney-in-Fact of it and in its name to acknowledge and accept and deliver these presents as its act and deed.

WITNESS their Hand(s) and Seal(s), this 28th day of December, in the year of our Lord one thousand nine hundred and ~~eighty two~~ 2007 year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Christopher T. Moody
George A. Shipp

GRANTOR(S):

Martha L. Rothrock
R. Henry Moore II

ATTEST:

Maria P. [Signature]
Secretary

SEAL

THE PRESERVATION SOCIETY OF
CHARLESTON

BY: Henry Caithers
Executive Director

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STATE OF SOUTH CAROLINA }
COUNTY OF Georgetown }

PERSONALLY appeared before me Christopher T. Moody
and made oath that (s)he saw the within named Grantor(s) Martha L. Rothrock and R. Henry Moore, II
and Grantee, The Preservation Society of
Charleston, by Henry Cauthers, sign, seal, and as
their act and deed, deliver the within written Conservation Easement,
and that (s)he with George S. Shipman
witnessed the execution thereof.

Christopher T. Moody

SWORN TO before me this
28th day of December, 1982.

Marilyn Turner (SEAL)
Notary Public
My Commission Expires: 2-15-88

STATE OF SOUTH CAROLINA, COUNTY OF Georgetown
I, Marilyn Turner, a notary public do hereby certify
unto all whom it may concern that Mrs. Connie N. Moore, the wife of the
within named R. Henry Moore IV, did this day appear before me and upon
being privately examined by me, did declare that she does freely, volun-
tarily and without any compulsion or dread or fear of any person whom-
soever renounce, release and forever relinquish unto the within named
Preservation Society of Charleston, its successors or 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 28th day of December, 1982

Marilyn Turner
Notary Public for South Carolina
My commission expires 2-15-88.

Connie N. Moore
Connie N. Moore